

Loup City Public Schools Board of Education

Loup City Central Office
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Loup City, NE

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Regular Session

Monday, December 14, 2020

7:30 PM

Loup City Public Schools Library Board Room

7:30 PM

1. Call Meeting To Order:
 - A. Pledge of Allegiance
 - B. Announce Open Meetings Act - Posted in Meeting Room
 - C. Publication of Meeting
 - D. Approval of Agenda:
2. Consent Agenda:
 - A. Reading and Approval of Minutes for November 9, 2020 and November 30, 2020
 - B. Approve Resignation of Angela Simpson, Superintendent
3. Financial Report: Discuss, consider and take all necessary action to approve the financial Report and Payment of Invoices.
4. Audit Report by KSO CPA's and Advisers
5. Meet the Teachers - Secondary MTSS
6. Superintendent's Report:
 - Timeline for Simpson's Transition Out of the District.
 - Report on Second Semester Professional Development
 - Discussion on Staffing
 - Goals and Indicator Report
7. Action Items:
 - A. Discuss, consider and take all necessary action to approve the following policies as written by KSB Law:
 - B.
 - 3001 Budget
 - 3002 Deposits
 - 3003 Bidding for Construction, Remodeling, Repair or Site Improvement
 - 3003.1 Bidding for Construction, Remodeling, Repair or Related Projects Financed with Federal Funds
 - 3004 General Purchasing and Procurement
 - 3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds
 - 3005 School Activities Fund
 - 3006 Intentionally Left Blank
 - 3007 Review of Bills
 - 3008 Gifts, Grants and Bequests
 - 3009 Audit
 - 3010 Insurance
 - 3011 Transportation
 - 3012 School Meal Program and Meal Charges
 - 3013 Emergency Closings
 - 3014 Use of School Property
 - 3015 Time Away from School Activities
 - 3016 Smoking
 - 3017 Press Releases
 - 3018 Denial of Access to School Premises
 - 3019 Sale or Disposal of School Property
 - 3020 Copyright Compliance
 - 3021 Operation of School Business Office
 - 3022 Volunteers
 - 3023 Record Management and Retention
 - 3024 Booster Clubs and PTO Policy
 - 3025 Returned and Outstanding Checks
 - 3026 Handbooks

- 3027 Resolution of Conflicts Between Parent of School Issues
- 3028 Sex Offenders
- 3029 Distribution of Flyers Advertising Non-school Organizations
- 3030 Automatic External Defibrillator Program
- 3031 Students Electing to Attend School in Adjoining State
- 3032 Copying Fees for School District Records
- 3033 Lending Textbooks to Children Enrolled in Private Schools
- 3035 Chain of Command
- 3036 Purchasing (Credit) Card Program
- 3037 Petty Cash Policy
- 3039 Threat Assessment and Response
- 3040 School Safety and Security
- 3041 Crisis Team Duties
- 3042 Construction Management at Risk Contracts
- 3043 Design-Build Contracts
- 3044 Incidental or De Minimis Use of Public Resources
- 3045 Use of Sniffer Dogs
- 3046 Animals at School
- 3047 Data Breach Response
- 3048 Communicable Disease
- 3049 Drones and Unmanned Aircraft
- 3050 Technology in the Classroom
- 3051 Emergency Administration of Naloxone
- 3052 Leasing Personal Property
- 3053 Nondiscrimination
- 3054 Law Enforcement Unit
- 3055 School Resource Officers
- 3056 Guest Speakers
- 3057 Title IX
- C. Discuss, consider and take all necessary action to approve the compensation packages for non-certified employees.
- D. Discuss, consider and take all necessary action to approve the compensation packages for administrative staff.
- E. Discuss, consider and take all necessary action to approve the Superintendent's evaluation.
- F. Discuss, consider and take all necessary action to contract with NRCSA for the Superintendent Search.
- G. Discuss, consider and take all necessary action to approved Science supplemental curriculum materials and Science curriculum materials.
- H. Discuss, consider and take all necessary action to staff a paraprofessional at the high school.
- I. Discuss, consider and take all necessary action in relationship to the end of FFCRA
- 8. Principals Reports
- 9. Committee Reports:
 - Coop
- 10. Future Meetings/Reminders:
- 11. Shouts Outs!
- 12. Recognition of outgoing Board Members
- 13. Executive Session:
- 14. Adjourn:

Note 1: The Board in its discretion may revise and consider any listed item at any time during the meeting.

Note 2: This agenda does not become final until 24 hours prior to the scheduled commencement of this meeting. All listed reports which are in writing are a part of the Agenda for this meeting and may contain action items or otherwise call for Board action on the subject matter(s) listed therein; complete copies of such reports, except for any legally confidential information are available upon request from the Office of the Superintendent of Schools as part of the agenda

Note 3: The Board of Education is empowered to act on any item listed on the Agenda at any time during the meeting, irrespective of the order listed. Further detail on agenda items may be obtained by speaking to the Superintendent. The Board of Education by the approval of all consent items is also approving, authorizing and directing the Board President, Board Secretary, the Superintendent or their designees to take or cause to be taken all necessary action and sign all documents necessary or appropriate to complete the matter or transaction as approved.

Note 4: The Open Meetings Act requires that agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Board releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question about a report or needs clarification about the sufficiently of any item on which action could be taken at this meeting should contact the Office of the Superintendent of Schools.

Note 5: The Board of Education reserves the right to go into closed session at its discretion, but will only do so for the prevention of needless injury to a person's reputation or for the protection of the public interest.

Loup City Public Schools Board of Education Regular Session
 Monday, November 9, 2020 7:30 PM Central

1. Call Meeting To Order:

1.A. Pledge of Allegiance

1.B. Announce Open Meetings Act - Posted in Meeting Room

1.C. Publication of Meeting

Tami Heil & Eric Kowalski verified publication of the meeting.

1.D. Approval of Agenda:

Motion by Jamie Lewandowski, seconded by Janelle Krzycki, to approve the agenda as presented. Motion Carried
 Ericson: Yes, Friesen: Yes, Heil: Yes, Klein: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes
 Yes: 9, No: 0

2. Consent Agenda:

Motion by Loraine Panowicz, seconded by Tami Heil, to motion to approval all items on the consent agenda. Motion Carried
 Ericson: Yes, Friesen: Yes, Heil: Yes, Klein: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes
 Yes: 9, No: 0

2.A. Reading and Approval of Minutes

2.B. Approve Contracts & Resignations

3. Financial Report:

November 2020	
VENDOR NAME	INVOICE AMT\$
ALMQUIST MALTZAHN GALLOWAY & LUTH	\$163.00
AMAZON	\$4,415.43
BLACK HILLS ENERGY	\$2,355.91
BOCHART HEATING COOLING	\$370.00
CNCAP	\$14,389.99
	\$36,347.10
CENTURY LINK	\$437.43
CITY OF LOUP CITY	\$1,717.56
CORPORATE PAYMENT SYSTEMS	\$1,261.29
CULLIGAN	\$168.50
DAS STATE ACCOUNTING	\$232.49
DIVERSIFIED DRUG TESTING, LLC	\$50.00
DOLLAR GENERAL	\$173.80
E S U #10	\$20,123.46
ELECTRONIC SYSTEMS INC.	\$320.00
ERICSON FORD, INC.	\$419.68
HOME DEPOT PRO	\$1,118.50
HOPE HEALTH & BALANCE COUNSELING	\$378.35
JOE'S MARKET	\$179.94
KSB SCHOOL LAW	\$1,417.16
KUSZAK HARDWARE & VARIETY	\$296.12
LIFE TRACK SERVICES	\$319.00
LITERACY RESOURCES, LLC	\$583.12
LOUP CITY AREA CHAMBER	\$50.00

LOUP CITY AUTO PARTS	\$1,092.11
MATHESON TRI-GAS, INC.	\$69.21
MCI	\$65.51
MITCHELL ROSS SADD	\$260.00
NATIONAL ART & SCHOOL SUPPLIES	\$50.60
NCS PEARSON INC	\$1,202.50
NE COUNCIL OF SCHOOL ADMIN.	\$1,810.00
	\$650.00
NEBRASKA CENTRAL EQUIPMENT	\$265.01
NEBRASKA GLASS COMPANY	\$34.95
NPPD	\$5,060.50
ONE SOURCE	\$55.00
PRESTO-X COMPANY	\$140.00
QUILL CORPORATION	\$85.12
READING WITH TLC	\$1,035.03
REALLY GOOD STUFF, LLC	\$213.83
SCHOOL HEALTH CORPORATION	\$34.44
SHERMAN COUNTY TIMES	\$594.48
SHORTY'S REPAIR	\$700.22
SWIFTREACH NETWORKS, LLC	\$450.00
TROTTER FERTILIZER	\$62.53
TROTTER SERVICE	\$2,104.68
VAN DIEST SUPPLY COMPANY	\$277.20
VERIZON WIRELESS	\$59.72
WELLS FARGO VENDOR FIN SERV	\$722.05
WHOA AND GO	\$275.24
TOTAL	\$104,657.76
PAYROLL	\$349,152.16
	\$453,809.92
LUNCH PAYROLL	\$13,793.43

Motion by Jamie Lewandowski, seconded by Ron Mroczek, to to approve bills and vendors with the exception of Ericson Ford.
Motion Carried

Ericson: Yes, Friesen: Yes, Heil: Yes, Klein: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes
Yes: 9, No: 0

Motion by Loraine Panowicz, seconded by Eric Kowalski, to approve Ericson Ford. Motion Carried

Ericson: Abstain (With Conflict), Friesen: Yes, Heil: Yes, Klein: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes

Yes: 8, No: 0, Abstain (With Conflict): 1

4. Meet the Teachers - Elementary MTSS Team

Heidi Krolikowski, Hallie Gray, Lisa Harrington, and Dusti VanSlyke presented the work of the Elementary MTSS Core team to the board of education. The goal of the committee is to identify students who are not performing as well academically and to help teachers work with them in whole classroom instruction. They worked with Patrice Feller from ESU 10 this past year to help make the process better. All of the elementary teachers are involved in the process. An agenda is created each month and for grade level meetings where they plan interventions and collect data.

The committee has decision rules that align with the 7-12 committee and provide data to all teachers. They are working on social/emotional interventions as an addition to their current work.

5. Hearing of the Audience:

6. Discussion Items:

6.A. Report from KSO Auditor

Auditors were unable to attend the meeting. Future date will be scheduled.

6.B. Report on Preschool

Kristy Hruza gave a report to the board of education on our Pre-K partnership both current school year and the summer program.

6.C. Superintendent Evaluation Materials and Procedures

The board will evaluate the superintendent at the December 14th board meeting.

6.D. MAPS comparison data

Ms Simpson shared some MAP information with the board and will update after the winter MAP testing is completed.

6.E. Community Survey about the current school logo & mascot

NASB has created a survey and will go out the week of December 7th.

6.F. Timeline for Marquee

We are progressing with plans for the Marquee.

6.G. Report on NSAA & LouPlatte Conference plans for Winter Activities

Ms Simpson shared the new guidelines for winter sports.

7. Superintendent's Report

Ms Simpson share the balance of the Coop committee meeting in November and reported on fall enrollment numbers.

8. Action Items:

8.A. Discuss, consider and take all necessary action to approved policies:

- 1001 General Policy Statement
- 1002 Creation and Amendment of Board of Education Policies
- 1003 Mission Statement

Motion by Scott Friesen, seconded by Tami Heil, to to approve policies 110, 1002, and 1003.. Motion Carried

Ericson: Yes, Friesen: Yes, Heil: Yes, Klein: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes

Yes: 9, No: 0

8.B. Discuss, consider and take all necessary action to approve:

- 2001 Role of the Board of Education
- 2002 Organization of Board, Board Officers, Committees and Check Signing
- 2003 Development and Education of Board Members
- 2004 Oath of Office
- 2005 Conflict of Interest
- 2006 Complaint Procedure
- 2007 Reimbursement and Miscellaneous Expenditures
- 2008 Meetings
- 2009 Public Participation at Board Meetings
- 2010 Preparation for Regularly Scheduled Board Meetings
- 2011 Membership in Organizations
- 2012 Board Code of Ethics
- 2013 Violation of Board Ethics
- 2014 Relationship with District Legal Counsel
- 2015 Student Member of School Board

- 2016 Participation in Insurance Program by Board Member
- 2017 Indemnification and Liability Insurance

Motion by Scott Friesen, seconded by Tami Heil, to to approve policies 2001,2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, and 2017. Motion Carried

Ericson: Yes, Friesen: Yes, Heil: Yes, Klein: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes
Yes: 9, No: 0

8.C. Discuss, consider and take all necessary action to address changes in the Loup City Public Schools Return to School plan
The board discussed the calendar and possible use of planning days if needed to help with any outbreaks or large exposures.
The board wants to keep the students in school as much as possible in case they have to do remote learning at a later date.

Motion by Tami Heil, seconded by Ron Mroczek, to supt to use the NDE plan days if needed due to Covid. Motion Carried
Ericson: Yes, Friesen: Yes, Heil: Yes, Klein: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes
Yes: 9, No: 0

8.D. Discuss, considier and take all necessary action to choose a delegate to the NASB Delegate Assembly

Motion by Loraine Panowicz, seconded by Ron Mroczek, to to approve Wayne Klein as the NASB delegate to the Assembly.

Motion Carried

Ericson: Yes, Friesen: Yes, Heil: Yes, Klein: Abstain (With Conflict), Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes

Yes: 8, No: 0, Abstain (With Conflict): 1

8.E. Discuss, consider and take all necessary action to approve the proposed Loup City Public Schools Negotiated Agreement

Motion by Wayne Klein, seconded by Jamie Lewandowski, to approve the Negotiated Agreement for the 2021-22 school year.

Motion Carried

Ericson: Yes, Friesen: Yes, Heil: Yes, Klein: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes
Yes: 9, No: 0

8.F. Discuss, consider and take all necessary action to approve the continuation with First National Capitol Markets.

Motion by Wayne Klein, seconded by Jamie Lewandowski, to approve the contract continuation for 2020-2021 with FNNI. Motion Carried

Ericson: Yes, Friesen: Yes, Heil: Yes, Klein: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes
Yes: 9, No: 0

9. Committee Reports to the Board

The cooperative committee reported about the joint meeting. The policy committee reported in regards to moving forward with new policies from KSB.

10. Principals Reports

Mr Asche and Mr Reikofski reported to the board.

11. Future Meetings/Reminders:

12. Shouts Outs!

13. Executive Session:

No executive session was necessary.

14. Adjourn:

Adjourn@10:09pm

Motion by Tami Heil, seconded by Eric Kowalski, to to adjourn at 10:09pm. Motion Carried

Ericson: Yes, Friesen: Yes, Heil: Yes, Klein: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes
Yes: 9, No: 0

Loup City Public Schools Board of Education Regular
Session
Monday, November 30, 2020 7:00 PM Central

Ericson: Present, Friesen: Present, Heil: Present, Klein: Present, Kowalski: Present, Krzycki: Present, Lewandowski:
Present, Mroczek: Present, Panowicz: Present. Present: 9.

1. Call Meeting To Order:

1.A. Pledge of Allegiance

1.B. Announce Open Meetings Act - Posted in Meeting Room

1.C. Publication of Meeting
Lorraine and Wayne

1.D. Approval of Agenda:

2. Discussion Items:

2.A. Continued discussion of board goals

Communication: To create multiple avenues of communication with our stakeholders.

Curriculum: Create a viable and sustainable curriculum to meet the needs of our students and provide college and career readiness.

Facilities: To develop a short term and long term facility plan that will meet the needs of a changing community.

Finances: To create a budget and long term financial planning that has a cash reserve that will ensure stability, long term planning for finance, and to continue to plan for appropriate facilities.

Vision: To provide resources to create and maintain progressive educational opportunities.

2.B. Identify indicators of success for board goals

Communication: To create multiple avenues of communication with our stakeholders.

Draft Indicators:

1. Communicate via Sherman County Times, electronic messaging, and Newsletter twice a month minimum.
2. Community engagement on topics of interest on a quarterly basis could be at conferences and open houses.
3. Use the marquee to celebrate students, update school events, and to celebrate the school accomplishments.
4. Increasing communication about on-going board projects.
5. Utilize a system to remind community members of upcoming events.
6. Use school events to display student work and celebrate curriculum.
7. Utilize students to write articles through Thrillshare

Curriculum: Create a viable and sustainable curriculum to meet the needs of our students and provide college and career readiness.

Draft Indicators:

1. Update assessment and grading procedures to communicate academic progress toward mastery of the standards.
2. Grow the opportunities for students to take college credit courses in school or via remote learning.
3. Communicate curriculum partnerships with ESU 10 and Central Community College.
4. Curriculum, teacher professional development and interventions will be designed for all students to be reading on grade level by the end of 3rd grade.
5. Programs and instructional strategies to encourage strong writing skills for all students will be developed.
6. Provide reasoning when communicating our curriculum.

Facilities: To develop a short term and long term facility plan that will meet the needs of a changing community.

Draft Indicators:

1. Maintain comparable and competitive facilities.
2. To develop plans to engage the community in a discussion of the need for daycare, early childhood programs and the appropriate facilities.
3. To develop plans and timeline for the creation of a single PK-12 campus.
4. To create facilities that meet the needs of our change in educational programming.
5. To create multipurpose space.

Finances: To create a budget and long term financial planning that has a cash reserve that will ensure stability, long term planning for finance, and to continue to plan for appropriate facilities.

Draft Indicators:

1. Development & study of fiscal benefits to a one campus system.
2. Utilize staffing models that are based on student achievement data and program needs.
3. Instructional materials will be purchased based on the curriculum model.
4. To maintain a cash reserve of the equivalent to at least 3 months' average expenses.
5. Continue to build the Special Building Fund to meet the future facility needs of the district.

Vision: To provide resources to create and maintain progressive educational opportunities.

Draft Indicators:

1. To provide opportunities for students to excel in college level courses.
2. Teach and learn as if success is inevitable.
3. Utilize and build leadership capacity in all staff.
4. Create strong PK-12 programs utilizing instructional technology and developing independent learners.
5. Build collaborative relationships within our communities to further engage the stakeholders.

3. Future Meetings/Reminders:

4. Adjourn:

Motion by Tami Heil, seconded by Ron Mroczek, to to adjourn at 9:01pm. Motion Carried

Ericson: Yes, Friesen: Yes, Heil: Yes, Klein: Yes, Kowalski: Yes, Krzycki: Yes, Lewandowski: Yes, Mroczek: Yes, Panowicz: Yes

Yes: 9, No: 0



Home of the Red Raiders

Angela Simpson, Superintendent

800 North 8th Street

Loup City, NE 68853

December 3, 2020

Loup City Board of Education and Staff

For three years I have had the pleasure of working with a wonderful board of education and a staff of professional educators who have been wonderful participants in our journey. I am submitting my resignation effective June 30, 2021 to become the Superintendent of Schools for the Cozad Community Schools.

I will always be a fan of Loup City Public Schools and will help make this a seamless transition for the school district.

With Great Respect,

A handwritten signature in black ink that reads 'Angela M. Simpson'. The signature is written in a cursive style with a large initial 'A'.

Angela Simpson

Superintendent

DECEMBER 2020 BOARD BILLS		
<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>INVOICE AMT\$</u>
ALMQUIST MALTZAHN GALLOWAY	125 PLAN ADMIN	\$163.00
AMAZON	SUPPLIES	\$230.51
ASCHE, JOSH	CELL PHONE REIMB	\$240.00
AV ASSOCIATES OF NEBRASKA	CAMCORDERS, CABLES, TRIPOD	\$3,438.00
AWARDS UNLIMITED INC.	BRD LIFETIME PASSES	\$89.50
BLACK HILLS ENERGY	SERVICE	\$6,635.50
CENTURY LINK	SERVICE	\$471.15
CHEMSEARCH	CUSTODIAL SUPPLIES	\$591.70
CITY OF LOUP CITY	SERVICE	\$397.20
CORPORATE PAYMENT SYSTEMS	SUPPLIES/ BRD LUNCH/SHRED SVC/IPAD APPS	\$1,148.23
CULLIGAN	SALT	\$176.80
DAS STATE ACCOUNTING	SERVICE	\$232.49
DIVERSIFIED DRUG TESTING, LLC	BUS DRIVER TESTING	\$260.00
E S U #10	SERVICE	\$19,803.36
ERICSON FORD, INC.	VAN REPAIRS	\$930.79
HOME DEPOT PRO	CUSTODIAL SUPPLIES	\$308.49
HORNICKEL, RACHEL	REIMB--VETERANS DAY BAGS	\$51.84
JOE'S MARKET	SUPPLIES	\$153.96
JUNIOR LIBRARY GUILD	LIBR BOOKS	\$908.90
KUSZAK HARDWARE & VARIETY	SUPPLIES	\$307.93
LOUP CITY AUTO PARTS	MAINT SUPPLIES	\$245.37
MATHESON TRI-GAS, INC.	IND TECH SUPPLIES	\$410.03
MCI	SERVICE	\$63.81
MIDWEST AUTO. FIRE SPRINKLER	INSPECT FIRE SYSTEMS	\$745.00
NASCO	ART SUPPLIES	\$1,241.16
NCS PEARSON INC	SPED SUPPLIES	\$96.00
NE COUNCIL OF SCHOOL ADMIN.	SUPT LEGISLATIVE CONF	\$75.00
NEBR. ASSN SCHOOL BOARD ALICAP	ST EDUCATION CONF	\$1,870.00
NPPD	SERVICE	\$4,425.48
NEBRASKA SAFETY CENTER	TRANSPORTATION COURSE	\$100.00
ONE SOURCE	BACKGROUND CHECKS	\$25.00
PERRY GUTHERY	LEGAL FEES	\$300.00
PITNEY BOWES	POSTAGE LEASE	\$240.45
PRESTO-X COMPANY	SERVICE	\$140.00
PURELAND SUPPLY	MIMIO LAMP REPLACE	\$359.10
QUILL	SUPT SUPPLIES	\$36.99
RASMUSSEN MECHANICAL SERVICES	MAINT AGREEMENT	\$1,833.00
	REPAIR GAS SUPPLY VALVE FOR BOILER	\$516.75
REIKOFSKI, ROGER	CELL PHONE REIMB	\$300.00
SHERMAN COUNTY TIMES	ADVERTISING	\$142.82
SHORTY'S REPAIR	SERVICE	\$61.68
SIMPSON, ANGELA	CELL PHONE REIMB	\$300.00
STEVENS MEDICAL CLINIC PC	BUS DRIVER TESTING	\$96.00
TROTTER SERVICE	FUEL	\$2,103.99
VALLEY COUNTY CLERK	2020 GENERAL ELECTION	\$288.88
VERIZON WIRELESS	SERVICE	\$59.72
WELLS FARGO VENDOR FIN SERV	COPIER LEASE	\$722.05
WHITE WAY GARAGE	BUS SERVICE	\$333.05
WHOA AND GO	FUEL	\$302.26
WITT, LARRY	RULE 10 SAFETY REVIEW	\$475.00
TOTAL		\$54,447.94
PAYROLL		\$345,431.90
		\$399,879.84
LUNCH PAYROLL\$12,411.10		

SCHOOL DISTRICT #1	
GENERAL FUND - 01	
November 30, 2020	
<i>Balance forward</i>	\$1,049,389.62
Deposits	\$525,123.29
Checks/Debits	\$536,800.56
Transfers from ICS	\$415,000.00
Transfers to ICS	\$76,000.00
Interest	\$147.84
ICS Interest	\$90.59
BOOK BALANCE	\$103,548.96
ICS BALANCE	\$595,401.82
FUND BALANCE	\$698,950.78

Certificates of Deposits	
November 30, 2020	
Unemployment Fund	\$22,672.08
Special Building Fund ***	\$252,063.98
Ashton State Bank (Gen Fund)	\$241,561.31

TOTAL	\$516,297.37
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UNEMPLOYMENT FUND - 03	
November 30, 2020	
<i>Balance forward</i>	\$109,324.96
Deposit	\$0.00
Interest earned	\$0.35
ICS Interest earned	\$13.10
Checks/Debits	\$0.00
BANK BALANCE	\$2,819.58
ICS BALANCE	\$106,518.83
FUND BALANCE	\$109,338.41

REVENUES	
November 30, 2020	
Local Receipts	\$96,199.29
County & ESU Receipts	\$1,499.98
State Receipts	\$2,755.00
Federal Receipts	\$9,644.45
Misc.	\$13.90
Non-Program Receipts	\$0.00
	\$110,112.62

DEPRECIATION FUND -02	
November 30, 2020	
<i>Balance forward</i>	\$825,369.57
Deposit	\$0.00
Interest earned	\$2.35
ICS Interest	\$99.35
Checks/Debits	\$0.00
BANK BALANCE	\$19,085.12
ICS BALANCE	\$806,386.15
FUND BALANCE	\$825,471.27

ACTIVITY FUND ACCOUNT -05	
November 30, 2020	
<i>Balance forward</i>	\$132,524.17
Deposit	\$199,670.82
Interest earned	\$22.07
Checks/Debits	\$12,996.37
BANK BALANCE	\$14,094.26
ICS Interest earned	\$15.41
ICS BALANCE	\$125,141.84
FUND BALANCE	\$139,236.10

LUNCH FUND -06	
November 30, 2020	
<i>Balance forward</i>	\$24,877.87
Deposit	\$34,497.19
Interest earned	\$2.57
Checks/Debits	\$28,597.23
FUND BALANCE	\$30,780.40

BOND FUND -07	
November 30, 2020	
<i>Balance forward</i>	\$8,572.60
Deposit	\$0.00
Interest earned	\$1.06
Checks/Debits	\$0.00
FUND BALANCE	\$8,573.66

SPECIAL BUILDING FUND -08	
November 30, 2020	
<i>Balance forward</i>	\$210,235.81
Deposit	\$1,940.14
Interest earned	\$3.22
Checks/Debits	\$12,000.00
BANK BALANCE	\$22,740.16
ICS Interest earned	\$23.38
ICS BALANCE	\$194,237.38
FUND BALANCE	\$216,977.54

ARCADIA/LOUP CITY ACT. CO-OP -15	
November 30, 2020	
<i>Balance forward</i>	\$1,420.69
Deposit	\$19,162.79
Interest earned	\$0.71
Checks/Debits	\$17,400.69
BANK BALANCE	\$3,183.50

125 CAFETERIA PLAN -38	
November 30, 2020	
<i>Balance forward</i>	\$25,924.74
Deposit	\$4,741.86
Interest	\$3.21
Claims	\$9,981.60
BOOK BALANCE	\$20,688.21

HAZARDOUS MATERIAL/ADA FUND -39	
November 30, 2020	
<i>Balance forward</i>	\$8,686.45
Deposit	\$0.00
Interest earned	\$1.07
Checks/Debits	\$0.00
FUND BALANCE	\$8,687.52

OUTSTANDING CHECK AMOUNTS	
General Fund	\$48,794.29
Activity Fund	\$772.00
Co-Op Fund	\$410.00
125 Plan Fund	
Lunch Fund	\$34.50
Unemployment Fund	

ACTIVITY FUND BALANCES	
November 30, 2020	
GENERAL ACTIVITIES	41,256.08
RED RAIDER DRAMA	7,744.64
RED RAIDER SPEECH	(621.99)
DISTRICT EVENTS	737.26
CHEERLEADERS	(2,711.00)
CROSS COUNTRY	281.04
GIRLS BASKETBALL	0.00
TRACK	480.90
VOLLEYBALL	240.11
FFA	15,801.04
DANCE TEAM	(1,598.82)
BAND RESALE	73.71
BAND FUNDRAISER	2,753.43
ANNUAL STAFF	(218.34)
STUDENT COUNCIL	3,664.17
FCCLA	3,518.38
FCA	2,045.28
CLASS OF 2021	2,104.28
CLASS OF 2022	3,475.24
CLASS OF 2023	1,484.75
CLASS OF 2024	1,774.56
CLASS OF 2025	129.00
CLASS OF 2026	75.00
SCHOLARSHIP FUND	4,153.00
SPECIAL PROJECTS	15,752.67
TECHNOLOGY FEES	14,540.58
COURTSEY FUND	249.00
SHOP CLASS	317.20
AFTER SCHOOL PROGRAM	575.33
LCPS WELLNESS	5,981.61
LOCAL TO LUNCH	(1,742.86)
HS PRINCIPAL	1,753.35

CO-OP EXPENDITURES	
November 30, 2020	
General	
Basketball	\$3,040.00
Cross Country	\$197.22
Football	\$13,613.68
Golf	\$1,668.22
Track	\$125.00
Volleyball	\$244.57
Wrestling	\$250.00
	\$19,138.69
CO-OP REVENUES	
Arcadia Transfer	\$5,000.00
Loup City Transfer	\$5,000.00
General	\$0.00
Basketball	\$179.00
Cross Country	\$0.00
Football	\$3,928.20
Golf	\$0.00
Track	\$0.00
Volleyball	\$55.62
Wrestling	\$0.00
	\$14,162.82

**2020-2021 ARCADIA-LOUP CITY COOPERATIVE
GATE RECEIPTS**

LOUP CITY GATE VOLLEYBALL	DATE	RECEIPTS	ARCADIA GATE VOLLEYBALL	DATE	RECEIPTS
vs Centura/Doniphan-Trumbull	9/1/2020	\$695.00	vs Central City	10/6/2020	\$250.00
vs Amherst.Kenesaw	9/3/2020	\$595.00	JH VB Tourn	10/19/2020	\$132.00
JH VB vs St Paul	9/14/2020	\$409.90			
vs Ansley-Litchfield	9/15/2020	\$395.00			
vs Anselmo-Merna	10/1/2020	\$625.00			
	10/12/2020	\$188.00			
ALC Rebel Tournament	10/17/2020	\$1,000.00			
		\$3,907.90			\$382.00

LOUP CITY GATE FOOTBALL	DATE	RECEIPTS	ARCADIA GATE FOOTBALL	DATE	RECEIPTS
JH FB vs Gibbon	9/14/2020	\$192.00	vs Elm Creek	8/28/2020	\$1,535.00
vs Ravenna	9/25/2020	\$1,410.00	vs Nebraska Christian	9/4/2020	\$1,285.00
vs Anselmo-Merna	10/16/2020	\$1,020.00			
JH FB vs	10/5/2020	\$443.00			
vs Stanton	10/30/1930	\$3,355.00			
		\$6,420.00			\$2,820.00

LOUP CITY GATE WRESTLING	DATE	RECEIPTS	ARCADIA GATE WRESTLING	DATE	RECEIPTS
		\$0.00			\$0.00

LOUP CITY GATE BASKETBALL	DATE	RECEIPTS	ARCADIA GATE BASKETBALL	DATE	RECEIPTS
JH GBB	11/9/2020	\$130.00			
JH GBB	11/23/2020	\$49.00			
		\$179.00			\$0.00

LOUP CITY GATE TRACK	DATE	RECEIPTS			
Var TR Rebel Invite	3/25/2020	---			
JH TR Rebel Invite	5/6/2020	---			
		\$0.00			
LOUP CITY RECEIPTS		\$10,506.90	ARCADIA RECEIPTS		\$3,202.00
ACTIVITY PASSES					
OTHER RECEIPTS					
Total Receipts		\$13,708.90			

GENERAL FUND CASH BALANCES

Fiscal Yr	Sept	Oct	Nov	Dec	Jan	Febr	March	April
2001-2002	\$ 980,945	\$ 833,240	\$ 742,859	\$ 545,956	\$ 691,602	\$ 679,107	\$ 621,195	\$ 575,355
Plus CD	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
2002-2003	\$ 545,911	\$ 563,884	\$ 448,439	\$ 352,339	\$ 479,299	\$ 360,136	\$ 281,426	\$ 257,820
Plus CD	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 351,589	\$ 351,589	\$ 351,589	\$ 354,502
2003-2004	\$ 533,381	\$ 573,170	\$ 488,206	\$ 407,626	\$ 536,274	\$ 513,019	\$ 442,918	\$ 416,676
Plus CD	\$ 357,453	\$ 360,502	\$ 360,502	\$ 360,502	\$ 360,000	\$ 360,000	\$ 360,000	\$ 362,484
2004-2005	\$ 559,941	\$ 581,905	\$ 454,653	\$ 332,935	\$ 541,119	\$ 537,681	\$ 487,451	\$ 400,538
Plus CD	\$ 364,985	\$ 367,532	\$ 367,532	\$ 367,532	\$ 370,096	\$ 370,096	\$ 370,096	\$ 372,728
2005-2006	\$ 701,556	\$ 796,317	\$ 655,791	\$ 577,058	\$ 766,125	\$ 929,724	\$ 763,014	\$ 746,749
Plus CD	\$ 375,408	\$ 378,137	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000
2006-2007	\$ 1,142,157	\$ 1,181,735	\$ 1,063,519	\$ 975,139	\$ 1,192,464	\$ 1,216,567	\$ 1,157,045	\$ 1,161,064
Plus CD	\$ 383,997	\$ 383,997	\$ 383,997	\$ 383,997	\$ 388,651	\$ 386,806	\$ 386,806	\$ 386,806
Expenses	\$ 310,771	\$ 297,291	\$ 290,390	\$ 273,100	\$ 284,478	\$ 315,789	\$ 279,669	\$ 283,657
2007-2008	\$ 1,469,095	\$ 1,479,054	\$ 1,307,579	\$ 1,130,023	\$ 1,351,958	\$ 1,349,039	\$ 1,310,676	\$ 1,320,914
Plus CD	\$ 386,806	\$ 386,806	\$ 386,806	\$ 404,087	\$ 404,087	\$ 409,247	\$ 409,247	\$ 409,247
Expenses	\$ 21,197	\$ 334,904	\$ 331,534	\$ 421,426	\$ 305,008	\$ 318,616	\$ 304,337	\$ 285,584
2008-2009	\$ 1,700,680	\$ 1,701,730	\$ 1,496,859	\$ 1,319,449	\$ 1,538,228	\$ 1,508,264	\$ 1,503,582	\$ 1,499,326
Plus CD	\$ 416,976	\$ 416,976	\$ 420,938	\$ 420,938	\$ 420,938	\$ 406,726	\$ 406,726	\$ 406,726
Expenses	\$ 293,019	\$ 326,435	\$ 341,359	\$ 435,072	\$ 295,236	\$ 351,376	\$ 296,111	\$ 321,628
2009-2010	\$ 1,754,013	\$ 1,747,246	\$ 1,697,631	\$ 1,305,774	\$ 1,490,513	\$ 1,478,221	\$ 1,530,462	\$ 1,424,395
Plus CD	\$ 410,776	\$ 413,844	\$ 413,844	\$ 413,844	\$ 419,619	\$ 419,619	\$ 419,619	\$ 419,619
Expenses	\$ 317,379	\$ 302,586	\$ 320,595	\$ 541,506	\$ 308,138	\$ 325,588	\$ 295,470	\$ 340,678
2010-2011	\$ 1,925,595	\$ 1,907,077	\$ 1,764,393	\$ 1,383,401	\$ 1,612,486	\$ 1,511,466	\$ 1,441,274	\$ 1,356,149
Plus CD	\$ 424,375	\$ 424,375	\$ 424,375	\$ 675,219	\$ 675,370	\$ 675,370	\$ 675,370	\$ 676,506
Expenses	\$ 292,158	\$ 319,046	\$ 330,249	\$ 505,924	\$ 296,862	\$ 336,280	\$ 288,544	\$ 306,224
2011-2012	\$ 1,801,121	\$ 1,712,817	\$ 1,485,675	\$ 1,245,783	\$ 1,479,802	\$ 1,342,788	\$ 1,308,418	\$ 1,226,224
Plus CD	\$ 677,573	\$ 677,987	\$ 678,027	\$ 678,346	\$ 685,033	\$ 685,072	\$ 685,392	\$ 685,392
Expenses	\$ 293,934	\$ 329,502	\$ 338,817	\$ 307,585	\$ 301,474	\$ 330,127	\$ 307,337	\$ 304,231
2012-2013	\$ 1,629,850	\$ 1,533,135	\$ 1,273,631	\$ 1,021,997	\$ 1,283,725	\$ 1,242,811	\$ 1,122,472	\$ 990,393
Plus CD	\$ 685,956	\$ 686,111	\$ 686,305	\$ 693,283	\$ 693,394	\$ 693,433	\$ 693,703	\$ 693,811
Expenses	\$ 364,651	\$ 312,806	\$ 357,447	\$ 316,896	\$ 311,278	\$ 351,575	\$ 304,595	\$ 318,366
2013-2014	\$ 1,355,253	\$ 1,369,694	\$ 1,138,374	\$ 856,245	\$ 1,321,912	\$ 1,254,969	\$ 1,095,231	\$ 976,127
Plus CD	\$ 694,357	\$ 694,470	\$ 694,496	\$ 694,678	\$ 697,690	\$ 697,803	\$ 698,190	\$ 698,300
Expenses	\$ 338,061	\$ 368,320	\$ 378,043	\$ 359,700	\$ 324,829	\$ 395,693	\$ 339,386	\$ 348,568
2014-2015	\$ 1,364,556	\$ 1,239,785	\$ 919,629	\$ 707,772	\$ 1,335,983	\$ 1,295,784	\$ 1,151,608	\$ 1,058,163
Plus CD	\$ 698,836	\$ 699,063	\$ 699,089	\$ 699,233	\$ 699,376	\$ 705,665	\$ 709,152	\$ 709,152
Expenses	\$ 400,814	\$ 394,980	\$ 410,603	\$ 353,452	\$ 329,806	\$ 331,789	\$ 327,431	\$ 422,530
2015-2016	\$ 2,095,173	\$ 1,718,132	\$ 1,398,182	\$ 1,193,489	\$ 1,848,673	\$ 1,796,587	\$ 1,483,017	\$ 1,349,108
Plus CD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 246,498	\$ 534,001	\$ 408,476	\$ 276,372	\$ 384,546	\$ 379,233	\$ 432,812	\$ 334,362
2016-2017	\$ 2,084,753	\$ 1,920,551	\$ 1,766,038	\$ 1,481,401	\$ 1,923,234	\$ 1,968,081	\$ 1,574,272	\$ 1,504,905
Plus CD	\$ 716,015	\$ 716,102	\$ 717,041	\$ 717,406	\$ 717,406	\$ 718,469	\$ 718,831	\$ 718,831
Expenses	\$ 432,368	\$ 421,004	\$ 414,565	\$ 452,633	\$ 310,779	\$ 379,364	\$ 525,627	\$ 369,256
2017-2018	\$ 2,460,872	\$ 2,213,324	\$ 1,846,896	\$ 1,592,280	\$ 1,969,218	\$ 1,882,980	\$ 1,636,657	\$ 1,476,874
Plus CD	\$ 722,348	\$ 722,348	\$ 723,444	\$ 724,095	\$ 724,095	\$ 725,193	\$ 725,832	\$ 725,832
Expenses	\$ 437,930	\$ 491,307	\$ 476,100	\$ 393,370	\$ 360,640	\$ 446,364	\$ 398,353	\$ 389,432
2018-19	\$ 1,715,718	\$ 698,951	\$ 1,200,716	\$ 936,494	\$ 1,214,770	\$ 957,155	\$ 955,051	\$ 781,106
Plus CD	\$ 464,899	\$ 464,899	\$ 465,619	\$ 466,155	\$ 466,155	\$ 467,415	\$ 467,415	\$ 467,415
Expenses	\$ 393,532	\$ 410,814	\$ 477,952	\$ 379,207	\$ 394,366	\$ 468,432	\$ 375,493	\$ 380,032
2019-20	\$ 1,001,921	\$ 991,533	\$ 338,383	\$ 338,383	\$ 516,513	\$ 812,387	\$ 762,757	\$ 612,646
Plus CD	\$ 740,389	\$ 740,389	\$ 744,101	\$ 744,101	\$ 744,101	\$ 506,822	\$ 508,344	\$ 508,345
Expenses	\$ 440,072	\$ 410,063	\$ 412,890	\$ 87,950	\$ 95,243	\$ 53,286	\$ 86,429	\$ 126,179
Payroll	\$ 330,771	\$ 342,891	\$ 324,940	\$ 324,941	\$ 335,395	\$ 328,673	\$ 324,187	\$ 323,472
	Sept	Oct	Nov	Dec	Jan	Febr	March	April
2020-21	\$ 1,333,977	\$ 1,049,390	\$ 698,951					
Plus CD	\$ 514,610	\$ 514,610	\$ 516,297					
Expenses	\$ 136,171	\$ 104,658	\$ 54,448					
Payroll	\$ 350,380	\$ 349,152	\$ 345,432					

May	June	July	Aug
\$ 718,019	\$ 820,979	\$ 706,025	\$ 479,183
\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
\$ 602,216	\$ 772,257	\$ 566,892	\$ 395,794
\$ 354,502	\$ 354,502	\$ 357,473	\$ 357,473
\$ 600,679	\$ 808,377	\$ 600,753	\$ 418,277
\$ 362,484	\$ 362,484	\$ 364,985	\$ 364,985
\$ 640,454	\$ 922,972	\$ 729,648	\$ 517,213
\$ 372,728	\$ 372,728	\$ 375,408	\$ 375,408
\$ 1,038,599	\$ 1,295,911	\$ 1,100,637	\$ 865,562
\$ 379,398	\$ 379,398	\$ 379,398	\$ 383,997
\$ 1,542,152	\$ 1,588,931	\$ 1,345,802	\$ 1,031,272
\$ 386,806	\$ 386,806	\$ 386,806	\$ 386,806
\$ 285,241	\$ 375,136	\$ 343,332	\$ 363,034
\$ 1,797,221	\$ 1,912,967	\$ 1,619,689	\$ 1,378,697
\$ 413,051	\$ 413,051	\$ 413,051	\$ 416,976
\$ 317,181	\$ 305,956	\$ 352,538	\$ 460,354
\$ 1,925,531	\$ 1,459,444	\$ 1,644,707	\$ 1,388,997
\$ 408,708	\$ 408,708	\$ 410,776	\$ 410,776
\$ 388,171	\$ 395,673	\$ 405,244	\$ 401,162
\$ 1,880,046	\$ 1,994,060	\$ 1,626,015	\$ 1,449,592
\$ 419,619	\$ 419,619	\$ 419,619	\$ 424,375
\$ 338,703	\$ 373,759	\$ 437,048	\$ 409,715
\$ 1,867,725	\$ 2,022,803	\$ 1,572,012	\$ 1,319,422
\$ 676,737	\$ 676,912	\$ 676,913	\$ 677,250
\$ 316,341	\$ 317,459	\$ 543,081	\$ 356,160
\$ 1,931,669	\$ 1,892,289	\$ 1,612,431	\$ 1,258,166
\$ 685,392	\$ 685,666	\$ 685,666	\$ 685,745
\$ 333,400	\$ 301,289	\$ 353,526	\$ 429,558
\$ 1,742,143	\$ 1,642,321	\$ 1,395,802	\$ 1,077,393
\$ 693,851	\$ 694,035	\$ 694,147	\$ 694,173
\$ 347,522	\$ 331,112	\$ 310,860	\$ 422,581
\$ 1,828,665	\$ 1,792,040	\$ 1,332,761	\$ 1,065,954
\$ 698,326	\$ 698,326	\$ 698,624	\$ 698,651
\$ 405,392	\$ 340,256	\$ 533,390	\$ 502,581
\$ 1,949,166	\$ 2,001,015	\$ 1,670,285	\$ 1,036,141
\$ 709,487	\$ 709,706	\$ -	\$ -
\$ 318,473	\$ 404,418	\$ 406,471	\$ 752,605
\$ 2,054,428	\$ 2,248,052	\$ 2,051,026	\$ 1,413,002
\$ 713,871	\$ 714,668	\$ 714,678	\$ 715,701
\$ 446,915	\$ 340,685	\$ 343,051	\$ 767,143
\$ 2,338,706	\$ 2,616,716	\$ 2,264,209	\$ 1,659,601
\$ 720,054	\$ 720,550	\$ 720,550	\$ 721,766
\$ 407,070	\$ 357,651	\$ 391,874	\$ 730,929
\$ 2,487,165	\$2,074,554	\$ 1,696,856	\$ 1,364,550
\$ 727,041	\$727,687	\$ 727,688	\$ 728,406
\$ 452,782	\$ 626,977	\$ 485,836	\$ 610,315
\$ 1,594,794	\$ 1,550,102	\$ 1,239,434	\$ 584,876
\$ 736,171	\$ 737,132	\$ 737,132	\$ 738,761
\$ 361,355	\$ 363,514	\$ 369,312	\$ 737,494
\$ 1,352,635	\$ 1,392,460	\$ 1,082,477.25	\$ 817,586.50
\$ 509,972	\$ 511,503	\$ 511,503.04	\$ 513,178.14
\$ 37,749	\$ 73,010	\$ 103,442.23	\$ 106,270.57
\$ 315,626	\$ 307,698	\$ 311,677.40	\$ 340,938.01
May	June	July	Aug

CITIZEN'S BANK
INTEREST EARNINGS

	November, 2020		October, 2020		September, 2020		August, 2020	
	Current		Current		Current		Current	
Account	Balance	Interest	Balance	Interest	Balance	Interest	Balance	Interest
General Fund	\$698,950.78	\$103.43	\$1,049,389.00	\$147.78	\$ 1,333,976.85	\$ 130.51	\$ 817,586.58	\$ 122.64
Depr. Fund	\$825,471.27	\$101.70	\$825,369.57	\$105.11	\$ 825,264.46	\$ 101.46	\$ 822,933.45	\$ 111.99
Unemployment	\$109,338.41	\$13.45	\$109,324.96	\$13.91	\$ 109,311.05	\$ 13.47	\$ 109,297.58	\$ 13.91
Activity Fund	\$139,236.10	\$37.48	\$132,524.17	\$17.45	\$ 135,463.72	\$ 16.44	\$ 131,774.49	\$ 113.82
Lunch Fund	\$30,780.40	\$2.57	\$24,877.87	\$2.13	\$ 20,722.57	\$ 3.20	\$ 29,805.67	\$ 3.40
Bond Fund	\$8,573.66	\$1.06	\$8,572.60	\$1.09	\$ 8,571.51	\$ 1.06	\$ 8,570.45	\$ 1.09
Special Building	\$216,977.54	\$26.60	\$210,235.81	\$26.97	\$ 210,212.61	\$ 24.28	\$ 190,472.31	\$ 23.63
Arcadia/LC Coop	\$3,183.50	\$0.71	\$1,420.69	\$0.81	\$ 7,640.69	\$ 0.82	\$ 3,241.66	\$ 0.02
125 Plan	\$20,688.21	\$3.21	\$25,924.74	\$3.18	\$ 25,095.45	\$ 3.27	\$ 27,969.23	\$ 3.19
Haz Mat/ADA	\$8,687.52	\$1.07	\$8,686.45	\$1.11	\$ 9,685.34	\$ 1.07	\$ 8,684.27	\$ 1.11

	January, 2020		December, 2019		November, 2019	
	Current		Current		Current	
Interest	Balance	Interest	Balance	Interest	Balance	Interest
\$86.83	\$615,512.91	\$48.20	\$338,383.42	\$56.84	\$611,870.00	\$103.23
\$108.99	\$915,307.53	\$126.55	\$915,190.98	\$116.45	\$915,074.53	\$116.09
\$13.04	\$109,530.85	\$13.90	\$106,516.92	\$13.89	\$109,503.03	\$13.38
\$15.09	\$125,983.75	\$17.17	\$135,724.61	\$16.84	\$141,978.89	\$18.06
\$2.07	\$16,565.27	\$1.65	\$13,105.39	\$2.03	\$15,028.00	\$2.08
\$1.02	\$14.57	\$1.09	\$8,428.40	\$1.09	\$8,527.31	\$1.05
\$15.96	\$132,275.88	\$15.60	\$117,331.70	\$14.83	\$116,838.63	\$14.25
\$0.89	\$7,339.34	\$1.01	\$7,515.28	\$1.53	\$16,196.39	\$1.79
\$2.51	\$21,557.38	\$2.71	\$21,794.74	\$3.03	\$28,286.74	\$3.33
\$1.03			\$8,675.55	\$1.11	\$8,674.44	\$1.07

Function Code		Budget Amount	Expended During Month	Expenditures to Date	% of Budget
1100	REGULAR INSTRUCT PROGMS	2,425,832.77	180,453.02	795,094.69	32.78
1160	POVERTY PROGRAMS	139,536.00	7,483.51	31,212.39	22.37
1200	SPEC ED INSTRUCT PROGMS	438,615.00	27,779.32	115,689.16	26.38
1291	SPEC ED INSTRUCT PROGM AGE 3-5	3,591.00	0.00	0.00	0.00
1292	SPEC ED INSTRUCT PROGM AGE 0-2	0.00	0.00	0.00	0.00
1300	SUMMER SCHOOL	11,234.70	0.00	397.54	3.54
2120	GUIDANCE SERVICES	126,300.60	8,128.44	36,967.16	29.27
2130	HEALTH SERVICES	75,205.80	6,044.28	26,919.69	35.79
2141	PSYCHOLOGICAL SVCS SPED	43,092.00	0.00	0.00	0.00
2142	PSYCH SVCS SPED AGE 3-5	4,104.00	0.00	0.00	0.00
2143	PSYCH SVCS SPED AGE 0-2	0.00	0.00	0.00	0.00
2151	SPEECH PATH/AUDIO SVCS SPED	146,205.00	8,381.08	34,591.30	23.66
2152	SPEECH PATH/AUDIO SVCS SPED AGE 3-5	12,312.00	0.00	0.00	0.00
2153	SPEECH PATH/AUDIO SVCS SPED AGE 0-2	0.00	0.00	0.00	0.00
2161	OT SVCS SPED	19,494.00	0.00	0.00	0.00
2162	OT SVCS SPED AGE 3-5	3,283.20	0.00	0.00	0.00
2163	OT SVCS SPED AGE 0-2	0.00	0.00	0.00	0.00
2171	PT SVCS SPED	12,312.00	0.00	0.00	0.00
2172	PT SVCS SPED AGE 3-5	3,078.00	0.00	0.00	0.00
2173	PT SVCS SPED AGE 0-2	0.00	0.00	0.00	0.00
2190	OTHER PUPIL SUPPORT SERVICES	120,083.63	12,058.64	46,564.11	38.78
2213	INSTRUCTIONAL STAFF TRAINING	24,726.60	0.00	1,335.35	5.40
2220	LIBRARY/MEDIA SERVICES	55,506.60	2,892.80	11,694.64	21.07
2310	BOARD OF EDUCATION	93,366.00	0.00	71,808.00	76.91
2320	EXECUTIVE ADMINISTRATION	178,831.80	13,421.77	57,356.61	32.07
2330	DIST LEGAL SERVICES	12,312.00	0.00	6,407.48	52.04
2410	OFFICE OF PRINCIPAL	353,457.00	26,879.92	109,673.09	31.03
2510	FISCAL SERVICES	88,954.20	5,111.62	23,418.84	26.33
2570	PERSONNEL SERVICES	0.00	0.00	0.00	0.00
2580	ADMIN TECH SERVICES	270,043.20	4,854.32	36,031.46	13.34
2610	OPERATION OF BLDGS	371,617.20	10,333.80	74,915.95	20.16
2620	MAINTENANCE OF BLDGS	623,295.00	8,326.43	37,622.65	6.04
2630	CARE AND UPKEEP OF GROUNDS	11,491.20	0.00	476.94	4.15
2640	CARE AND UPKEEP OF EQUIPMENT	102.60	0.00	0.00	0.00
2660	SECURITY	9,234.00	0.00	789.00	8.54
2670	SAFETY	1,026.00	0.00	0.00	0.00
2710	VEHICLE OPERATION	292,820.40	11,802.92	52,698.68	18.00
2712	SCHOOL AGE SPEC ED TRANSPORT	82,080.00	0.00	0.00	0.00
2730	VEHICLE SERV AND MAINTENANCE	33,858.00	0.00	5,999.48	17.72
2792	STU TRANSPORT SVCS SCHOOL AGE SPED	0.00	0.00	3.21	0.00
2900	OTHER SUPPORT SERVICES	0.00	0.00	5,000.00	0.00
3535	HIGH ABILITY LEARNERS	12,517.20	633.17	5,054.68	40.38
3540	STATE EARLY CHILDHOOD	85,055.40	0.00	14,389.99	16.92
3541	ERLY CHILDHOOD ENDOWMNT GRANT	208,278.00	0.00	36,347.10	17.45
5000	DEBT SERVICES	0.00	0.00	0.00	0.00
6200	TITLE I PART A ESSA	79,002.00	8,427.62	33,710.48	42.67
6210	TITLE I ACCOUNTABILITY ESSA	0.00	0.00	0.00	0.00
6404	IDEA PART B (611) BASE ALLOC 0 TO 4	33,858.00	0.00	0.00	0.00
6406	IDEA PRESCHOOL (619) BASE ALLOC	5,130.00	0.00	2,762.18	53.84
6408	IDEA PART B (611) BASE & POVERTY 0 TO 21	0.00	0.00	34,125.93	0.00
6410	IDEA ENROLLMENT/POVERTY (611)	0.00	0.00	0.00	0.00
6412	IDEA PART B PROPORTIONATE SHARE	0.00	0.00	2,623.42	0.00

Function Code		Budget Amount	Expended During Month	Expenditures to Date	% of Budget
6968	TITLE IV, PART B 21ST CENT COMM LRNING	87,004.80	2,452.74	11,534.59	13.26
6996	ESSER	0.00	0.00	11,443.92	0.00
8000	TRANSFERS (OUTGOING)	0.00	0.00	0.00	0.00
9000	NON-PROGRAM EXPENDITURES	0.00	0.00	0.00	0.00
01		\$6,597,846.90	\$345,465.40	\$1,734,659.71	26.29

Tax Receipts

Month		2020	2019	2018	2017	2016
January	Local	\$575,699.90	\$537,557.22	\$679,460.18		
	State	\$2,504.00	\$2,872.00	\$2,690.00		
	Federal	\$50,786.00	\$28,409.00	\$0.00		
	Building	\$14,928.49				
February	Local	\$169,270.21	\$115,540.87	\$267,549.25		
	State	\$2,504.00	\$47,149.19	\$55,545.28		
	Federal	\$67,213.00	\$0.00	\$0.00		
	Building	\$14,928.59				
March	Local	\$35,983.34	\$88,063.47	\$40,774.30		
	State	\$2,504.00	\$180,565.24	\$10,389.23		
	Federal	\$0.00	\$0.00	\$0.00		
	Building	\$6,191.23				
April	Local	\$150,394.73	\$128,992.94	\$124,238.77	\$229,982.89	\$172,261.14
	State	\$2,504.00	\$10,559.00	\$8,094.40	\$9,624.00	\$23,194.40
	Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Building	\$4,432.65				
May	Local	\$971,552.44	\$1,006,709.27	\$1,187,692.01	\$1,169,334.13	\$1,121,760.77
	State	\$2,504.00	\$181,844.43	\$181,408.83	\$0.00	\$20,009.20
	Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Building	\$30,765.59	\$18,781.01			
June	Local	\$266,161.90	\$282,017.48	\$128,682.04		
	State	\$2,505.00	\$2,872.00	\$2,687.00		
	Federal	\$0.00	\$0.00	\$0.00		
	Building	\$7,188.80	\$4,439.72			
July	Local	\$42,565.70	\$8,157.34	\$27,920.00		
	State	\$0.00	\$0.00	\$0.00		
	Federal	\$0.00	\$0.00	\$0.00		
	Building	\$1,341.05	\$273.38			
August	Local	\$54,107.33	\$222,046.81	\$0.00		
	State	\$0.00	\$7,683.20	\$199,784.08		
	Federal	\$0.00	\$0.00	\$0.00		
	Building	\$1,849.98	\$582.11			
September	Local	\$869,956.05	\$791,275.53	\$862,456.09	\$982,629.29	\$1,043,330.68
	State	\$2,753.00	\$2,504.00	\$2,872.00	\$2,690.00	\$0.00
	Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Building	\$22,877.42	\$12,487.21			
October	Local	\$179,473.74	\$350,714.61	\$200,042.87		
	State	\$2,753.00	\$2,504.00	\$2,872.00		
	Federal	\$0.00	\$23,196.00	\$40,027.00		
	Building	\$0.00	\$5,568.35			
November	Local	\$71,941.22	\$29,206.48	\$48,085.81		
	State	\$2,753.00	\$2,504.00	\$2,872.00		
	Federal	\$0.00	\$33,539.00	\$0.00		
	Building	\$1,940.14	\$478.24			
December	Local			\$17,720.78		
	State			\$2,872.00		
	Federal			\$0.00		
	Building					
Total	General	\$3,528,389.56	\$4,086,483.08	\$4,096,735.92	\$2,394,260.31	\$2,380,556.19
	Building	\$106,443.94	\$42,610.02	\$0.00	\$0.00	\$0.00

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3001 Budget

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

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

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

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

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

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

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

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

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

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

3002
Deposits

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

Funds collected by district representatives shall be receipted, accounted for, and directed without delay to the proper depository. Funds exceeding \$500 shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3003

Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

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

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

II. Projects with an Estimated Cost of Less than \$100,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$100,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$100,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project exceeds \$100,000 for the construction, remodeling or repair of a school-owned building or for site improvement.
- B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$100,000.
- C. Advertising for Bids
 - 1. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.

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

D. Bid Documents

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3003.1

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

I. Applicability of the Policy

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$100,000, 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 the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures,

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

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

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

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

B. Construction Projects with an estimated cost of between \$100,000 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 \$100,000 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 \$100,000 and \$250,000.

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

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

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publicly opened in a place and at the specific time stated in the

bid solicitation. Bidders shall be notified of the opening and invited to be present.

4. The contract will be awarded to the lowest responsive and responsible bidder.

a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.

b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

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

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

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

5. Sealed bids will be opened in a place and at the specific time stated in the bid

solicitation. Bidders shall be notified of the opening and invited to be present.

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

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

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible 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. Full and Open Competition

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

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as

contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

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

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

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

VI. Conflict of Interest and Code of Conduct

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

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

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

D. Enforcement

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004
General Purchasing and Procurement

I. Applicability of this policy.

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

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

II. General Purchasing Policy

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

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

C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.

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

III. Building-Specific Purchasing

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

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

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

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

IV. Purchasing Procedures

- A. School personnel must secure the approval of an authorized administrator before making any purchases.
- B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than 5 days prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.
- C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.
- D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.
- E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.
- F. For purchases of more than \$10,000, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

V. **Relations with Vendors**

- A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- B. No purchase shall be made that violates any conflict of interest policy or law.
- C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.
- D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

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

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

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

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

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

4. Noncompetitive Proposals (Sole Sourcing)

a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- 1) The item is available only from a single source;
- 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
- 4) After solicitation of a number of sources, competition is determined inadequate.

b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.

- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
- a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

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

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

C. Inventory Records

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

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

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

D. Physical Inventory

- 1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

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

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3007
Review of Bills

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3008
Gifts, Grants and Bequests

The school district encourages those who wish to make gifts, grants, bequests or devises of property, real or personal, to the school district to make such donations through the district's foundation. The superintendent or his or her designee is authorized to accept on behalf of the school district gifts of personal property that are consistent with the district's mission and objectives and which the superintendent reasonably believes has a fair market value of \$5000 or less. In its sole discretion, the board of education may accept all other donations when they are consistent with the district's mission and objectives. Upon acceptance, donations shall become the sole property of the district. The donation will be under the complete control of the board or school district which will not have any obligation to replace it if it is destroyed or becomes obsolete.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3009
Audit

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3010
Insurance

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3011
Transportation

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3012 School Meal Program and Meal Charges

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

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

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

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

The district's policy on charged meals is:

If a student has no funds available to pay for a meal, the student will be permitted to charge up to five meals. Thereafter, if a student has no funds available to pay for a meal, parents will be contacted personally.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. School staff may prohibit any students from charging a la carte or extra items if they do not have cash in hand or their account has a negative balance.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

Collection of Delinquent Meal Charge Debt

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

Collection efforts may continue into a new school year.

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

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

3013
Emergency Closings

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3014
Use of School Property

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

2. General Facilities Use Guidelines
 - a. School facilities may be used by various education and community organizations and individuals when it is in the interest of the general public.
 - b. School facilities may not be used for personal profit and other commercial purposes. The district opens its facilities to district patrons for the benefit of the public, not commercial uses. Due to the complications created by groups or individuals using district facilities for commercial purposes, these uses are prohibited. Booster clubs and other organizations raising money purely for the support of student groups, as defined below, and not for personal profit are not considered commercial uses but must comply with the district's policies which apply to these groups.
 - c. Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety.
 - d. Only those organizations and persons who are known to school officials, who have financial resources sufficient to cover all rentals and possible damages, and who are willing to discharge such obligations shall be permitted to use the school facilities and equipment.
 - e. The rental fees for school facilities shall be set by the board.
 - f. Non-curricular student groups or non-student groups (as those terms are defined below) that wish to use the facility must submit a facility use application which may be obtained from the district's central office. The application must be received by the superintendent

prior to the approval of any facility use.

- g. The shop and weight room may not be used by students when school is not in session, unless supervised by a district staff member or a responsible adult upon approval of the superintendent. Use of the shop and weight room in violation of this provision may lead to the students being denied access to these facilities or other consequences permitted by board policy and Nebraska law.
- h. Any person or group using the school facilities, for any purpose, must comply with all of the district's policies, rules, and regulations.

3. Definitions

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

4. Use of School Property by Student Groups

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

i. Non-curriculum related student groups may use the school building during non-instructional time. Such use shall be without charge.

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

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

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

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

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

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

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

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

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

1. Use of facilities by non-student groups

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

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

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

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

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

b. Denial of access

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

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

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

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

2. Proof of Insurance

a. When any non-curriculum related or non-student group utilizes school district facilities, the group submitting the facility use application may be asked to provide proof of insurance up to the current tort claims limits applicable to political subdivision in the State of Nebraska. Currently, those limits are \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.

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

3. No Fees for Admission

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

Public Schools
Facility Use Application

Applicant Name ("Applicant"): _____
Organization Name ("Organization"), if applicable: _____
Applicant's Position within Organization: _____
Address: _____
Phone Number: _____ Email: _____
Description of Requested Use: _____

Is your organization a registered 501(c)(3) or other nonprofit? Yes No
Date of Requested Use: _____ Time of Requested Use: _____ to _____
Facility/Room Request, if preferred: _____
Expected Number of Attendees: _____

Check any of the following needs which apply to your request. Note that the district may deem additional services necessary and may require the Applicant/Organization to pay for such services as a condition of use:

- Custodial (set up, tear down, sanitation)
- Kitchen/Kitchen Staff (cooking, food service, clean up)
- Technology Assistance (sound, lighting, presentation)

Liability Insurance, check applicable:

- I/we have coverage of \$5 million per occurrence.
- I/we have other coverage: _____
- I/we have no insurance coverage

Terms and Conditions of Use:

1. All users must comply with the school board's facility use and other policies, rules, and regulations. A copy of the board's facility use policy is available upon request.
2. The facilities are closed from 10 PM to 7 AM and may not be used during those hours.
3. The user(s) named above and the individual(s) signing on behalf of the User agree to defend, indemnify, and hold harmless the school district, its employees and agents for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorneys' fees and investigation expenses (pre-suit, suit, trial, appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the user or its employees, agents or servants, or any intentional or negligent acts or omissions of the district or its employees, agents or servants arising out of the use of any facility under this agreement.
4. All non-governmental users may be required to provide a certificate of insurance and name the district as an additional insured, on a primary and non-contributory basis, and provide documentation evidencing general liability coverage under an occurrence basis policy, with minimum limits of \$5,000,000.00 per occurrence, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed

operations, independent contractors, and contractual liability. These coverage limits may be achieved through a combination of underlying policies and umbrella/excess policies, if preferred. There shall be no exclusions for contracted liability. All governmental users shall provide evidence of insurance or self-insurance to the limits set forth in NEB. REV. STAT. § 13-926.

5. All users are subject to the fee schedule established by the school board, and all Applicants by signing below verify that they have authority to sign this application on behalf of the listed Organization, and all individuals and agents of organizations certify that they have financial means and authorization to pay for the required fees and deposits, if any.

Applicant's Signature: _____

Date: _____

For District Use Only

Application

- Denied
- Approved, subject to the following

Insurance

- User has provided sufficient proof of insurance.
- User must obtain proof of insurance and list district as additional insured.
- Insurance requirements are waived.

Additional Services Requested/Required

- Custodial: \$ _____
- Kitchen: \$ _____
- Technology: \$ _____
- None

Total Fee Required to Grant Use: \$ _____

Video Monitoring and Other Security Measures. The District uses security measures such as video cameras on its property and makes recordings as part of its security processes. Video cameras may be used in locations deemed appropriate by the District. The Applicant consents to these security measures.

RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE SCHOOL DISTRICT'S FITNESS CENTER

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

Declaration. I do hereby declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my safe participation or use of the facilities and equipment. I do further hereby acknowledge that I must obtain a Physician's approval for my participation in activities at the facilities, including the use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to utilize the facilities without the approval of a Physician and do hereby assume all responsibilities.

Acknowledgment of Risks. I understand and agree that fitness activities, equipment, and amenities available at the facilities may be strenuous and/or hazardous and I should contact a healthcare professional or doctor before beginning any activities. **I am voluntarily participating in these activities and using the facilities and equipment with full knowledge of the dangers involved.** I understand the risks associated with weight lifting and other available exercise amenities in the facilities, including cardiovascular and other fitness activities, and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or even death. **I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.**

Release, Waiver and Indemnification. In consideration of permission granted by the District to use the District's facilities, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the District and the parties named above for all personal injuries or loss of property which I incur by using the facilities and equipment or that otherwise result from my participation in any activities, whether such injuries are caused by my negligence or the negligence of the District or any of its employees, representatives, or volunteers. I agree to indemnify the District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

Responsibility for Supervision. I understand that the facilities will be available to me only during hours designated by the administration, and that I am responsible for my own use of facilities and equipment at all times. I will inspect the facilities and equipment upon each visit before using any equipment. The District provides no training, supervision, or assistance.

Compliance with Rules. I agree to abide by all District rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me pertaining to the use of the fitness center.

THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.

Clearly PRINT the following information:

Name: _____ Age: _____

Date: _____

Signature: _____

PARENT OR GUARDIAN IF USER IS UNDER AGE 19:

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

Clearly PRINT the following information:

Child's Name: _____ Child's Birthdate: _____

Father's Name: _____

Mother's Name: _____

Father's Signature: _____ Date: _____

Mother's Signature: _____ Date: _____

3015
Time Away From School Activities

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3016
Use of Tobacco Products

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3017
Press Releases

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3018

Denying Access to School Premises or Activities

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3019
Sale or Disposal of School Property

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3020 Copyright Compliance

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

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

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

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

Removal of Unauthorized Copyrighted Works. Upon obtaining knowledge or awareness of an unauthorized use of copyrighted works, the district will take reasonable steps to remove, deny access to, and stop use of any unauthorized copyrighted work stored in the district’s paper or digital files or programs. This includes but is not limited to administrators accessing staff files and equipment for the purpose of physically removing curricular materials or directing staff members to cease using the materials immediately when there has been no license granted or fair use determination made. The superintendent or superintendent’s designee may limit or deny access to district materials and programs to students or staff members who engage in violations of this policy or copyright law. The district may require the student or staff member to obtain training on copyright protections and limitations in order to regain access to any such materials or programs.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

Reproduction of Copyrighted Works by Educators and Librarians

Many educators and librarians ask about the fair use and photocopying provisions of the copyright law. The Copyright Office cannot give legal advice or offer opinions on what is permitted or prohibited. However, we have published in this circular basic information on some of the most important legislative provisions and other documents dealing with reproduction by librarians and educators.

Also available is the 1983 Report of the Register of Copyrights on Library Reproduction of Copyrighted Works (17 U.S.C. 108). The Report, seven appendices, and other related materials can be purchased from the National Technical Information Service (NTIS), U.S. Department of Commerce, 5301 Shawnee Rd., Alexandria, VA 22312. Go to the NTIS website at www.ntis.gov. For further information, call NTIS at 1-800-553-6847 or (703) 605-6000.

The 1988 five-year Report of the Register of Copyrights on Library Reproduction of Copyrighted Works is also available from NTIS.

A. Introductory Note

The Subjects Covered in This Booklet

The documentary materials collected in this circular deal with reproduction of copyrighted works by educators, librarians, and archivists for a variety of uses, including:

- Reproduction for teaching in educational institutions at all levels and
- Reproduction by libraries and archives for purposes of study, research, interlibrary exchanges, and archival preservation.

The documents reprinted here are limited to materials dealing with reproduction. Under the copyright law, reproduction can take either of two forms:

- The making of *copies*: by photocopying, making microform reproductions, videotaping, or any other method of duplicating visually-perceptible material and
- The making of *phonorecords*: by duplicating sound recordings, taping off the air, or any other method of recapturing sounds.

The copyright law also contains various provisions dealing with importations, performances, and displays of copyrighted works for educational and other noncommercial purposes, but they are outside the scope of this circular. You can view and download the statute from the Copyright Office website at

www.loc.gov. To purchase a copy, go to *http://bookstore.gpo.gov* and search for Circular 92. For information about specific provisions, write to:

Library of Congress
Copyright Office-COPUBS
101 Independence Avenue SE
Washington, DC 20559-6304

A Note on the Documents Reprinted

The documentary materials in this booklet are reprints or excerpts from six sources:

- 1 **The Copyright Act of October 19, 1976.** This is the copyright law of the United States, effective January 1, 1978 (title 17 of the *United States Code*, Public Law 94-553, 90 Stat. 2541).
- 2 **The Senate Report.** This is the 1975 report of the Senate Judiciary Committee on S. 22, the Senate version of the bill that became the Copyright Act of 1976 (S. Rep. No. 94-473, 94th Cong., 1st Sess., November 20 (legislative day November 18, 1975)).
- 3 **The House Report.** This is the 1976 report of the House of Representatives Judiciary Committee on the House amendments to the bill that became the Copyright Act of 1976 (H.R. Rep. No. 94-1476, 94th Cong., 2d Sess., September 3, 1976).
- 4 **The Conference Report.** This is the 1976 report of the “committee of conference on the disagreeing votes of the two Houses on the amendments of the House to the bill (S. 22) for the general revision of the Copyright Law” (H.R. Rep. No. 94-1733, 94th Cong., 2d Sess., September 29, 1976).
- 5 **The Congressional Debates.** This booklet contains excerpts from the *Congressional Record* of September 22, 1976, reflecting statements on the floor of Congress at the time the bill was passed by the House of Representatives (122 *Cong. Rec.* H 10874-76, daily edition, September 22, 1976).
- 6 **Copyright Office Regulations.** These are regulations issued by the Copyright Office under section 108 dealing with warnings of copyright for use by libraries and archives (37 *Code of Federal Regulations* §201.14).

Items 2 and 3 on this list—the 1975 Senate Report and the 1976 House Report—present special problems. On many points the language of these two reports is identical or closely similar. However, the two reports were written at different times, by committees of different Houses of Congress, on

somewhat different bills. As a result, the discussions on some provisions of the bills vary widely, and on certain points they disagree.

The disagreements between the Senate and House versions of the bill itself were resolved when the Act of 1976 was finally passed. However, many of the disagreements as to matters of interpretation between statements in the 1975 Senate Report and in the 1976 House Report were left partly or wholly unresolved. It is therefore difficult in compiling a booklet such as this to decide in some cases what to include and what to leave out.

The House Report was written later than the Senate Report, and in many cases it adopted the language of the Senate Report, updating it and conforming it to the version of the bill that was finally enacted into law. Thus, where the differences between the two Reports are relatively minor, or where the discussion in the House Report appears to have superseded the discussion of the same point in the Senate Report, we have used the House Report as the source of our documentation. In other cases we have included excerpts from both discussions in an effort to present the legislative history as fully and fairly as possible. Anyone making a thorough study of the Act of 1976 as it affects librarians and educators should not rely exclusively on the excerpts reprinted here but should go back to the primary documentary sources.

B. Exclusive Rights in Copyrighted Works

1. Text of Section 106

NOTE: The following is a reprint of the entire text of section 106 of title 17, *United States Code*, as amended in 1995 and 2002.

§ 106 · Exclusive rights in copyrighted works

Subject to sections 107 through 122, the owner of copyright under this title has the exclusive rights to do and to authorize any of the following:

- (1) to reproduce the copyrighted work in copies or phonorecords;
- (2) to prepare derivative works based upon the copyrighted work;
- (3) to distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- (4) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and

other audiovisual works, to perform the copyrighted work publicly;

- (5) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly; and
- (6) in the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.

2. Excerpts from House Report on Section 106

NOTE: The following excerpts are reprinted from the House Report on the new copyright law (H.R. Rep. No. 94-1476, pages 61–62). The text of the corresponding Senate Report (S. Rep. No. 94-473, pages 57–58) is substantially the same.

Section 106. Exclusive Rights in Copyrighted Works

General scope of copyright

The five fundamental rights that the bill gives to copyright owners—the exclusive rights of reproduction, adaptation, publication, performance, and display—are stated generally in section 106. These exclusive rights, which comprise the so-called “bundle of rights” that is a copyright, are cumulative and may overlap in some cases. Each of the five enumerated rights may be subdivided indefinitely and, as discussed below in connection with section 201, each subdivision of an exclusive right may be owned and enforced separately.

The approach of the bill is to set forth the copyright owner’s exclusive rights in broad terms in section 106, and then to provide various limitations, qualifications, or exemptions in the 12 sections that follow. Thus, everything in section 106 is made “subject to sections 107 through 118,” and must be read in conjunction with those provisions.

Rights of reproduction, adaptation, and publication

The first three clauses of section 106, which cover all rights under a copyright except those of performance and display, extend to every kind of copyrighted work. The exclusive rights encompassed by these clauses, though closely related, are independent; they can generally be characterized as rights of copying, recording, adaptation, and publishing. A single act of infringement may violate all of these rights

at once, as where a publisher reproduces, adapts, and sells copies of a person’s copyrighted work as part of a publishing venture. Infringement takes place when any one of the rights is violated: where, for example, a printer reproduces copies without selling them or a retailer sells copies without having anything to do with their reproduction. The references to “copies or phonorecords,” although in the plural, are intended here and throughout the bill to include the singular (1 U.S.C. §1).

Reproduction.—Read together with the relevant definitions in section 101, the right “to reproduce the copyrighted work in copies or phonorecords” means the right to produce a material object in which the work is duplicated, transcribed, imitated, or simulated in a fixed form from which it can be “perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.” As under the present law, a copyrighted work would be infringed by reproducing it in whole or in any substantial part, and by duplicating it exactly or by imitation or simulation. Wide departures or variations from the copyrighted work would still be an infringement as long as the author’s “expression” rather than merely the author’s “ideas” are taken. An exception to this general principle, applicable to the reproduction of copyrighted sound recordings, is specified in section 114.

“Reproduction” under clause (1) of section 106 is to be distinguished from “display” under clause (5). For a work to be “reproduced,” its fixation in tangible form must be “sufficiently permanent or stable to permit it to be perceived, reproduced, or otherwise communicated for a period of more than transitory duration.” Thus, the showing of images on a screen or tube would not be a violation of clause (1), although it might come within the scope of clause (5).

C. Fair Use

1. Text of Section 107

NOTE: The following is a reprint of the entire text of section 107 of title 17, *United States Code* as amended in 1990 and 1992.

§ 107 · Limitations on exclusive rights: Fair use

Notwithstanding the provisions of sections 106 and 106A, the fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use

made of a work in any particular case is a fair use the factors to be considered shall include —

- (1) the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- (2) the nature of the copyrighted work;
- (3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
- (4) the effect of the use upon the potential market for or value of the copyrighted work.

The fact that a work is unpublished shall not itself bar a finding of fair use if such finding is made upon consideration of all the above factors.

2. Excerpts from House Report on Section 107

NOTE: The following excerpts are reprinted from the House Report on the new copyright law (H.R. Rep. No. 94-1476, pages 65–74). The discussion of section 107 appears at pages 61–67 of the Senate Report (S. Rep. No. 94-473). The text of this section of the Senate Report is not reprinted in this booklet, but similarities and differences between the House and Senate Reports on particular points will be noted below.

a. House Report: Introductory Discussion on Section 107

NOTE: The first two paragraphs in this portion of the House Report are closely similar to the Senate Report. The remainder of the passage differs substantially in the two Reports.

Section 107. Fair Use

General background of the problem

The judicial doctrine of fair use, one of the most important and well-established limitations on the exclusive right of copyright owners, would be given express statutory recognition for the first time in section 107. The claim that a defendant's acts constituted a fair use rather than an infringement has been raised as a defense in innumerable copyright actions over the years, and there is ample case law recognizing the existence of the doctrine and applying it. The examples enumerated at page 24 of the Register's 1961 Report, while by no means exhaustive, give some idea of the sort of activities the courts might regard as fair use under the circumstances: "quotation of excerpts in a review or criticism

for purposes of illustration or comment; quotation of short passages in a scholarly or technical work, for illustration or clarification of the author's observations; use in a parody of some of the content of the work parodied; summary of an address or article, with brief quotations, in a news report; reproduction by a library of a portion of a work to replace part of a damaged copy; reproduction by a teacher or student of a small part of a work to illustrate a lesson; reproduction of a work in legislative or judicial proceedings or reports; incidental and fortuitous reproduction, in a newsreel or broadcast, of a work located in the scene of an event being reported."

Although the courts have considered and ruled upon the fair use doctrine over and over again, no real definition of the concept has ever emerged. Indeed, since the doctrine is an equitable rule of reason, no generally applicable definition is possible, and each case raising the question must be decided on its own facts. On the other hand, the courts have evolved a set of criteria which, though in no case definitive or determinative, provide some gauge for balancing the equities. These criteria have been stated in various ways, but essentially they can all be reduced to the four standards which have been adopted in section 107: "(1) the purpose and character of the use, including whether such use is of a commercial nature or is for non-profit educational purposes; (2) the nature of the copyrighted work; (3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and (4) the effect of the use upon the potential market for or value of the copyrighted work."

These criteria are relevant in determining whether the basic doctrine of fair use, as stated in the first sentence of section 107, applies in a particular case: "Notwithstanding the provisions of section 106, the fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright."

The specific wording of section 107 as it now stands is the result of a process of accretion, resulting from the long controversy over the related problems of fair use and the reproduction (mostly by photocopying) of copyrighted material for educational and scholarly purposes. For example, the reference to fair use "by reproduction in copies or phonorecords or by any other means" is mainly intended to make clear that the doctrine has as much application to photocopying and taping as to older forms of use; it is not intended to give these kinds of reproduction any special status under the fair use provision or to sanction any reproduction beyond the normal and reasonable limits of fair use.

Similarly, the newly-added reference to “multiple copies for classroom use” is a recognition that, under the proper circumstances of fairness, the doctrine can be applied to reproductions of multiple copies for the members of a class.

The Committee has amended the first of the criteria to be considered — “the purpose and character of the use” — to state explicitly that this factor includes a consideration of “whether such use is of a commercial nature or is for non-profit educational purposes.” This amendment is not intended to be interpreted as any sort of not-for-profit limitation on educational uses of copyrighted works. It is an express recognition that, as under the present law, the commercial or non-profit character of an activity, while not conclusive with respect to fair use, can and should be weighed along with other factors in fair use decisions.

General intention behind the provision

The statement of the fair use doctrine in section 107 offers some guidance to users in determining when the principles of the doctrine apply. However, the endless variety of situations and combinations of circumstances that can rise in particular cases precludes the formulation of exact rules in the statute. The bill endorses the purpose and general scope of the judicial doctrine of fair use, but there is no disposition to freeze the doctrine in the statute, especially during a period of rapid technological change. Beyond a very broad statutory explanation of what fair use is and some of the criteria applicable to it, the courts must be free to adapt the doctrine to particular situations on a case-by-case basis. Section 107 is intended to restate the present judicial doctrine of fair use, not to change, narrow, or enlarge it in any way.

b. House Report: Statement of Intention as to Classroom Reproduction

NOTE: The House Report differs substantially from the Senate Report on this point.

(i) Introductory Statement

Intention as to classroom reproduction

Although the works and uses to which the doctrine of fair use is applicable are as broad as the copyright law itself, most of the discussion of section 107 has centered around questions of classroom reproduction, particularly photocopying. The arguments on the question are summarized at pp. 30–31 of this Committee’s 1967 report (H.R. Rep. No. 83, 90th Cong., 1st Sess.), and have not changed materially in the intervening years.

The Committee also adheres to its earlier conclusion, that “a specific exemption freeing certain reproductions of copyrighted works for educational and scholarly purposes from copyright control is not justified.” At the same time the Committee recognizes, as it did in 1967, that there is a “need for greater certainty and protection for teachers.” In an effort to meet this need the Committee has not only adopted further amendments to section 107, but has also amended section 504(c) to provide innocent teachers and other non-profit users of copyrighted material with broad insulation against unwarranted liability for infringement. The latter amendments are discussed below in connection with Chapter 5 of the bill.

In 1967 the Committee also sought to approach this problem by including, in its report, a very thorough discussion of “the considerations lying behind the four criteria listed in the amended section 107, in the context of typical classroom situations arising today.” This discussion appeared on pp. 32–35 of the 1967 report, and with some changes has been retained in the Senate report on S. 22 (S. Rep. No. 94-473, pp. 63–65). The Committee has reviewed this discussion, and considers that it still has value as an analysis of various aspects of the problem.

At the Judiciary Subcommittee hearings in June 1975, Chairman Kastenmeier and other members urged the parties to meet together independently in an effort to achieve a meeting of the minds as to permissible educational uses of copyrighted material. The response to these suggestions was positive, and a number of meetings of three groups, dealing respectively with classroom, reproduction of printed material, music, and audio-visual material, were held beginning in September 1975.

(ii) Guidelines with Respect to Books and Periodicals

In a joint letter to Chairman Kastenmeier, dated March 19, 1976, the representatives of the Ad Hoc Committee of Educational Institutions and Organizations on Copyright Law Revision, and of the Authors League of America, Inc., and the Association of American Publishers, Inc., stated:

You may remember that in our letter of March 8, 1976 we told you that the negotiating teams representing authors and publishers and the Ad Hoc Group had reached tentative agreement on guidelines to insert in the Committee Report covering educational copying from books and periodicals under Section 107 of H.R. 2223 and S. 22, and that as part of that tentative agreement each side would accept the amendments to Sections 107 and 504 which were adopted by your Subcommittee on March 3, 1976.

We are now happy to tell you that the agreement has been approved by the principals and we enclose a copy herewith. We had originally intended to translate the agreement into language suitable for inclusion in the legislative report dealing with Section 107, but we have since been advised by committee staff that this will not be necessary.

As stated above, the agreement refers only to copying from books and periodicals, and it is not intended to apply to musical or audiovisual works.

The full text of the agreement is as follows:

Agreement on Guidelines for Classroom Copying in Not-For-Profit Educational Institutions with respect to books and periodicals

The purpose of the following guidelines is to state the minimum and not the maximum standards of educational fair use under Section 107 of H.R. 2223. The parties agree that the conditions determining the extent of permissible copying for educational purposes may change in the future; that certain types of copying permitted under these guidelines may not be permissible in the future; and conversely that in the future other types of copying not permitted under these guidelines may be permissible under revised guidelines.

Moreover, the following statement of guidelines is not intended to limit the types of copying permitted under the standards of fair use under judicial decision and which are stated in Section 107 of the Copyright Revision Bill. There may be instances in which copying which does not fall within the guidelines stated below may nonetheless be permitted under the criteria of fair use.

Guidelines

I. Single Copying for Teachers

A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:

- A A chapter from a book
- B An article from a periodical or newspaper
- C A short story, short essay or short poem, whether or not from a collective work
- D A chart, graph, diagram, drawing, cartoon or picture from a book, periodical, or newspaper

II. Multiple Copies for Classroom Use

Multiple copies (not to exceed in any event more than one copy per pupil in a course) may be made by or for the teacher giving the course for classroom use or discussion; provided that:

- A The copying meets the tests of brevity and spontaneity as defined below and,
- B Meets the cumulative effect test as defined below and,
- C Each copy includes a notice of copyright

Definitions

Brevity

- i Poetry: (a) A complete poem if less than 250 words and if printed on not more than two pages or, (b) from a longer poem, an excerpt of not more than 250 words.
- ii Prose: (a) Either a complete article, story or essay of less than 2,500 words, or (b) an excerpt from any prose work of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words.
[Each of the numerical limits stated in “i” and “ii” above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.]
- iii Illustration: One chart, graph, diagram, drawing, cartoon or picture per book or per periodical issue.
- iv “Special” works: Certain works in poetry, prose or in “poetic prose” which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience fall short of 2,500 words in their entirety. Paragraph “ii” above notwithstanding such “special works” may not be reproduced in their entirety; however, an excerpt comprising not more than two of the published pages of such special work and containing not more than ten percent of the words found in the text thereof, may be reproduced.

Spontaneity

- i The copying is at the instance and inspiration of the individual teacher, and
- ii The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

Cumulative Effect

- i The copying of the material is for only one course in the school in which the copies are made.
- ii Not more than one short poem, article, story, essay or two excerpts may be copied from the same author, nor more than three from the same collective work or periodical volume during one class term.
- iii There shall not be more than nine instances of such multiple copying for one course during one class term.
[The limitations stated in “ii” and “iii” above shall not apply to current news periodicals and newspapers and current news sections of other periodicals.]

III. Prohibitions as to I and II Above

Notwithstanding any of the above, the following shall be prohibited:

- A Copying shall not be used to create or to replace or substitute for anthologies, compilations or collective works. Such replacement or substitution may occur whether copies of various works or excerpts therefrom are accumulated or reproduced and used separately.
- B There shall be no copying of or from works intended to be “consumable” in the course of study or of teaching. These include workbooks, exercises, standardized tests and test booklets and answer sheets and like consumable material.
- C Copying shall not:
 - a substitute for the purchase of books, publishers’ reprints or periodicals;
 - b be directed by higher authority;
 - c be repeated with respect to the same item by the same teacher from term to term.
- D No charge shall be made to the student beyond the actual cost of the photocopying.

Agreed March 19, 1976.

Ad Hoc Committee on Copyright Law Revision:

By Sheldon Elliott Steinbach.

Author-Publisher Group:

Authors League of America:

By Irwin Karp, Counsel.

Association of American Publishers, Inc.:

By Alexander C. Hoffman,

Chairman, Copyright Committee.

(iii) Guidelines with Respect to Music

In a joint letter dated April 30, 1976, representatives of the Music Publishers’ Association of the United States, Inc., the National Music Publishers’ Association, Inc., the Music Teachers National Association, the Music Educators National Conference, the National Association of Schools of Music, and the Ad Hoc Committee on Copyright Law Revision, wrote to Chairman Kastenmeier as follows:

During the hearings on H.R. 2223 in June 1975, you and several of your subcommittee members suggested that concerned groups should work together in developing guidelines which would be helpful to clarify Section 107 of the bill.

Representatives of music educators and music publishers delayed their meetings until guidelines had been developed relative to books and periodicals. Shortly after that work was completed and those guidelines were forwarded to your subcommittee, representatives of the undersigned music organizations met together with representatives of the Ad Hoc Committee on Copyright Law Revision to draft guidelines relative to music.

We are very pleased to inform you that the discussions thus have been fruitful on the guidelines which have been developed. Since private music teachers are an important factor in music education, due consideration has been given to the concerns of that group.

We trust that this will be helpful in the report on the bill to clarify Fair Use as it applies to music.

The text of the guidelines accompanying this letter is as follows:

Guidelines for Educational Uses of Music

The purpose of the following guidelines is to state the minimum and not the maximum standards of educational fair use under Section 107 of H.R. 2223. The parties agree that the conditions determining the extent of permissible copying for educational purposes may change in the future; that certain types of copying permitted under these guidelines may not be permissible in the future, and conversely that in the future other types of copying not permitted under these guidelines may be permissible under revised guidelines.

Moreover, the following statement of guidelines is not intended to limit the types of copying permitted under the standards of fair use under judicial decision and which are stated in Section 107 of the Copyright Revision Bill. There may be instances in which copying which does not fall within the guidelines stated below may nonetheless be permitted under the criteria of fair use.

A Permissible Uses

- 1 Emergency copying to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies shall be substituted in due course.
- 2 For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section¹, movement or aria, but in no case more than 10 percent of the whole work. The number of copies shall not exceed one copy per pupil.²
- 3 Printed copies which have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist.
- 4 A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.
- 5 A single copy of a sound recording (such as a tape, disc, or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright which may exist in the sound recording.)

B Prohibitions

- 1 Copying to create or replace or substitute for anthologies, compilations or collective works.
- 2 Copying of or from works intended to be “consumable” in the course of study or of teaching such as workbooks, exercises, standardized tests and answer sheets and like material.
- 3 Copying for the purpose of performance, except as in A(1) above.
- 4 Copying for the purpose of substituting for the purchase of music, except as in A(1) and A(2) above.
- 5 Copying without inclusion of the copyright notice which appears on the printed copy.

(iv) Discussion of Guidelines

The Committee appreciates and commends the efforts and the cooperative and reasonable spirit of the parties who achieved the agreed guidelines on books and periodicals and on music. Representatives of the American Association of University Professors and of the Association of American Law Schools have written to the Committee strongly criticizing the guidelines, particularly with respect to multiple copying, as being too restrictive with respect to classroom situations at the university and graduate level. However, the Committee notes that the Ad Hoc group did include representatives of higher education, that the stated “purpose of the ... guidelines is to state the minimum and not the maximum standards of educational fair use” and that the agreement acknowledges “there may be instances in which copying which does not fall within the guidelines ... may nonetheless be permitted under the criteria of fair use.”

The Committee believes the guidelines are a reasonable interpretation of the minimum standards of fair use. Teachers will know that copying within the guidelines is fair use. Thus, the guidelines serve the purpose of fulfilling the need for greater certainty and protection for teachers. The Committee expresses the hope that if there are areas where standards other than these guidelines may be appropriate, the parties will continue their efforts to provide additional specific guidelines in the same spirit of good will and give and take that has marked the discussion of this subject in recent months.

c. House Report: Additional Excerpts

NOTE: Under the heading “Reproduction and uses for other purposes,” the House Report, at pages 72–74, parallels much of the material appearing at pages 65–67 of the Senate Report under the same heading, but with some differences.

The concentrated attention given the fair use provision in the context of classroom teaching activities should not obscure its application in other areas. It must be emphasized again that the same general standards of fair use are applicable to all kinds of uses of copyrighted material, although the relative weight to be given them will differ from case to case.

A problem of particular urgency is that of preserving for posterity prints of motion pictures made before 1942. Aside from the deplorable fact that in a great many cases the only existing copy of a film has been deliberately destroyed, those

that remain are in immediate danger of disintegration; they were printed on film stock with a nitrate base that will inevitably decompose in time. The efforts of the Library of Congress, the American Film Institute, and other organizations to rescue and preserve this irreplaceable contribution to our cultural life are to be applauded, and the making of duplicate copies for purposes of archival preservation certainly falls within the scope of “fair use.”

During the consideration of the revision bill in the 94th Congress it was proposed that independent newsletters, as distinguished from house organs and publicity or advertising publications, be given separate treatment. It is argued that newsletters are particularly vulnerable to mass photocopying, and that most newsletters have fairly modest circulations. Whether the copying of portions of a newsletter is an act of infringement or a fair use will necessarily turn on the facts of the individual case. However, as a general principle, it seems clear that the scope of the fair use doctrine should be considerably narrower in the case of newsletters than in that of either mass-circulation periodicals or scientific journals. The commercial nature of the user is a significant factor in such cases: Copying by a profit-making user of even a small portion of a newsletter may have a significant impact on the commercial market for the work.

The Committee has examined the use of excerpts from copyrighted works in the art work of calligraphers. The committee believes that a single copy reproduction of an excerpt from a copyrighted work by a calligrapher for a single client does not represent an infringement of copyright. Likewise, a single reproduction of excerpts from a copyrighted work by a student calligrapher or teacher in a learning situation would be a fair use of the copyrighted work.

The Register of Copyrights has recommended that the committee report describe the relationship between this section and the provisions of section 108 relating to reproduction by libraries and archives. The doctrine of fair use applies to library photocopying, and nothing contained in section 108 “in any way affects the right of fair use.” No provision of section 108 is intended to take away any rights existing under the fair use doctrine. To the contrary, section 108 authorizes certain photocopying practices which may not qualify as a fair use.

The criteria of fair use are necessarily set forth in general terms. In the application of the criteria of fair use to specific photocopying practices of libraries, it is the intent of this legislation to provide an appropriate balancing of the rights of creators, and the needs of users.

3. Excerpts from Conference Report on Section 107

NOTE: The following excerpt is reprinted from the Report of the Conference Committee on the new copyright law (H.R. Rep. No. 94-1733, page 70).

Fair Use

Senate bill

The Senate bill, in section 107, embodied express statutory recognition of the judicial doctrine that the fair use of a copyrighted work is not an infringement of copyright. It set forth the fair use doctrine, including four criteria for determining its applicability in particular cases, in general terms.

House bill

The House bill amended section 107 in two respects: in the general statement of the fair use doctrine it added a specific reference to multiple copies for classroom use, and it amplified the statement of the first of the criteria to be used in judging fair use (the purpose and character of the use) by referring to the commercial nature or nonprofit educational purpose of the use.

Conference substitute

The conference substitute adopts the House amendments. The conferees accept as part of their understanding of fair use the “Guidelines for Classroom Copying in Not-for-Profit Educational Institutions” with respect to books and periodicals appearing at pp. 68–70 of the House Report (H. Rept. No. 94-1476, as corrected at p. H 10727 of the *Congressional Record* for September 21, 1976), and for educational uses of music appearing at pp. 70–71 of the House report, as amended in the statement appearing at p. H 10875 of the *Congressional Record* of September 22, 1976. The conferees also endorse the statement concerning the meaning of the word “teacher” in the guidelines for books and periodicals, and the application of fair use in the case of use of television programs within the confines of a nonprofit educational institution for the deaf and hearing impaired, both of which appear on p. H 10875 of the *Congressional Record* of September 22, 1976.

4. Excerpts from Congressional Debates

NOTE: The following excerpts are reprinted from the *Congressional Record* of September 22, 1976, including statements by Mr. Kastenmeier (Chairman of the House Judiciary Subco

mittee responsible for the bill) on the floor of the House of Representatives.

Mr. KASTENMEIER ... Mr. Chairman, before concluding my remarks I would like to discuss several questions which have been raised concerning the meaning of several provisions of S. 22 as reported by the House Judiciary Committee and of statements in the committee's report, No. 94-1476.

Another question involves the reference to "teacher" in the "Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions" reproduced at pages 68-70 of the committee's report No. 94-1476 in connection with section 107. It has been pointed out that, in planning his or her teaching on a day-to-day basis in a variety of educational situations, an individual teacher will commonly consult with instructional specialists on the staff of the school, such as reading specialists, curriculum specialists, audiovisual directors, guidance counselors, and the like. As long as the copying meets all of the other criteria laid out in the guidelines, including the requirements for spontaneity and the prohibition against the copying being directed by higher authority, the committee regards the concept of "teacher" as broad enough to include instructional specialists working in consultation with actual instructors.

Also in consultation with section 107, the committee's attention has been directed to the unique educational needs and problems of the approximately 50,000 deaf and hearing-impaired students in the United States, and the inadequacy of both public and commercial television to serve their educational needs. It has been suggested that, as long as clear-cut constraints are imposed and enforced, the doctrine of fair use is broad enough to permit the making of an off-the-air fixation of a television program within a nonprofit educational institution for the deaf and hearing impaired, the reproduction of a master and a work copy of a captioned version of the original fixation, and the performance of the program from the work copy within the confines of the institution. In identifying the constraints that would have to be imposed within an institution in order for these activities to be considered as fair use, it has been suggested that the purpose of the use would have to be noncommercial in every respect, and educational in the sense that it serves as part of a deaf or hearing-impaired student's learning environment within the institution, and that the institution would have to insure that the master and work copy would remain in the hands of a limited number of authorized personnel within the institution, would be responsible for assuring against

its unauthorized reproduction or distribution, or its performance or retention for other than educational purposes within the institution. Work copies of captioned programs could be shared among institutions for the deaf abiding by the constraints specified. Assuming that these constraints are both imposed and enforced, and that no other factors intervene to render the use unfair, the committee believes that the activities described could reasonably be considered fair use under section 107.

Mr. Chairman, because of the complexity of this bill and the delicate balances which it creates among competing economic interests, the committee will resist extensive amendment of this bill. On behalf of the committee I would urge all of my colleagues to vote favorably on S. 22.

Mr. SKUBITZ. Mr. Chairman, will the gentleman yield?

Mr. KASTENMEIER. I am happy to yield to my friend, the gentleman from Kansas.

Mr. SKUBITZ. Mr. Chairman, I thank my friend, the gentleman from Wisconsin, for yielding.

Mr. Chairman, I have received a great deal of mail from the schoolteachers in my district who are particularly concerned about section 107—fair use—the fair use of copyrighted material. Having been a former schoolteacher myself, I believe they make a good point and there is a sincere fear on their part that, because of the vagueness or ambiguity in the bill's treatment of the doctrine of fair use, they may subject themselves to liability for an unintentional infringement of copyright when all they were trying to do was the job for which they were trained.

The vast majority of teachers in this country would not knowingly infringe upon a person's copyright, but, as any teacher can appreciate, there are times when information is needed and is available, but it may be literally impossible to locate the right person to approve the use of that material and the purchase of such would not be feasible and, in the meantime, the teacher may have lost that "teachable moment."

Did the subcommittee take these problems into consideration and did they do anything to try and help the teachers to better understand section 107?

Have the teachers been protected by this section 107?

Mr. KASTENMEIER. Mr. Chairman, in response to the gentleman's question and his observations preceding the question, I would say, indeed they have.

Over the years this has been one of the most difficult questions. It is a problem that I believe has been very successfully resolved.

Section 107 on “Fair Use” has, of course, restated four standards, and these standards are, namely: The purpose and character of the use of the material; the nature of the copyrighted work; the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and the effect of the use upon the potential market for or value of the copyrighted work.

These are the four “Fair Use” criteria. These alone were not adequate to guide teachers, and I am sure the gentleman from Kansas (Mr. Skubitz) understands that as a school-teacher himself.

Therefore, the educators, the proprietors, and the publishers of educational materials did, at the committee’s long insistence, get together. While there were many fruitless meetings, they did finally get together.

Mr. Chairman, I will draw the gentleman’s attention to pages 65 through 74 in the report which contain extensive guidelines for teachers. I am very happy to say that there was an agreement reached between teachers and publishers of educational material, and that today the National Education Association supports the bill, and it has, in fact, sent a telegram which at the appropriate time I will make a part of the Record and which requests support for the bill in its present form, believing that it has satisfied the needs of the teachers:

NATIONAL EDUCATION ASSOCIATION
Washington, D.C., September 10, 1976.

National Education Association urgently requests your support of the Copyright Revision bill, H.R. 2223, as reported by the Judiciary Committee. This compromise effort represents a major breakthrough in establishing equitable legal guidelines for the use of copyright materials for instructional and research purposes. We ask your support of the committee bill without amendments.

JAMES W. GREEN
Assistant Director for Legislation.

Mr. SKUBITZ. Mr. Chairman, if the gentleman will yield further, then the NEA is satisfied with the language in the bill as it now stands; is that correct?

Mr. KASTENMEIER. The gentleman is correct.

Mr. SKUBITZ. Mr. Chairman, I thank the gentleman.

D. Reproduction by Libraries and Archives

1. Text of Section 108

NOTE: The following is a reprint of the entire text of section 108 of title 17, *United States Code* as amended in 1992, 1998, and 2005.

§ 108 · Limitations on exclusive rights: Reproduction by libraries and archives

- (a) Except as otherwise provided in this title and notwithstanding the provisions of section 106, it is not an infringement of copyright for a library or archives, or any of its employees acting within the scope of their employment, to reproduce no more than one copy or phonorecord of a work, except as provided in subsections (b) and (c), or to distribute such copy or phonorecord, under the conditions specified by this section, if —
- (1) the reproduction or distribution is made without any purpose of direct or indirect commercial advantage;
 - (2) the collections of the library or archives are (i) open to the public, or (ii) available not only to researchers affiliated with the library or archives or with the institution of which it is a part, but also to other persons doing research in a specialized field; and
 - (3) the reproduction or distribution of the work includes a notice of copyright that appears on the copy or phonorecord that is reproduced under the provisions of this section, or includes a legend stating that the work may be protected by copyright if no such notice can be found on the copy or phonorecord that is reproduced under the provisions of this section.
- (b) The rights of reproduction and distribution under this section apply to three copies or phonorecords of an unpublished work duplicated solely for purposes of preservation and security or for deposit for research use in another library or archives of the type described by clause (2) of subsection (a), if —
- (1) the copy or phonorecord reproduced is currently in the collections of the library or archives; and
 - (2) any such copy or phonorecord that is reproduced in digital format is not otherwise distributed in that format and is not made available to the public in that format outside the premises of the library or archives.
- (c) The right of reproduction under this section applies to three copies or phonorecords of a published work

duplicated solely for the purpose of replacement of a copy or phonorecord that is damaged, deteriorating, lost, or stolen, or if the existing format in which the work is stored has become obsolete, if —

- (1) the library or archives has, after a reasonable effort, determined that an unused replacement cannot be obtained at a fair price; and
- (2) any such copy or phonorecord that is reproduced in digital format is not made available to the public in that format outside the premises of the library or archives in lawful possession of such copy.

For purposes of this subsection, a format shall be considered obsolete if the machine or device necessary to render perceptible a work stored in that format is no longer manufactured or is no longer reasonably available in the commercial marketplace.

- (d) The rights of reproduction and distribution under this section apply to a copy, made from the collection of a library or archives where the user makes his or her request or from that of another library or archives, of no more than one article or other contribution to a copyrighted collection or periodical issue, or to a copy or phonorecord of a small part of any other copyrighted work, if —
 - (1) the copy or phonorecord becomes the property of the user, and the library or archives has had no notice that the copy or phonorecord would be used for any purpose other than private study, scholarship, or research; and
 - (2) the library or archives displays prominently, at the place where orders are accepted, and includes on its order form, a warning of copyright in accordance with requirements that the Register of Copyrights shall prescribe by regulation.
- (e) The rights of reproduction and distribution under this section apply to the entire work, or to a substantial part of it, made from the collection of a library or archives where the user makes his or her request or from that of another library or archives, if the library or archives has first determined, on the basis of a reasonable investigation, that a copy or phonorecord of the copyrighted work cannot be obtained at a fair price, if —
 - (1) the copy or phonorecord becomes the property of the user, and the library or archives has had no notice that the copy or phonorecord would be used for any purpose other than private study, scholarship, or research; and

- (2) the library or archives displays prominently, at the place where orders are accepted, and includes on its order form, a warning of copyright in accordance with requirements that the Register of Copyrights shall prescribe by regulation.

(f) Nothing in this section —

- (1) shall be construed to impose liability for copyright infringement upon a library or archives or its employees for the unsupervised use of reproducing equipment located on its premises: Provided, That such equipment displays a notice that the making of a copy may be subject to the copyright law;
- (2) excuses a person who uses such reproducing equipment or who requests a copy or phonorecord under subsection (d) from liability for copyright infringement for any such act, or for any later use of such copy or phonorecord, if it exceeds fair use as provided by section 107;
- (3) shall be construed to limit the reproduction and distribution by lending of a limited number of copies and excerpts by a library or archives of an audiovisual news program, subject to clauses (1), (2), and (3) of subsection (a); or
- (4) in any way affects the right of fair use as provided by section 107, or any contractual obligations assumed at any time by the library or archives when it obtained a copy or phonorecord of a work in its collections.

(g) The rights of reproduction and distribution under this section extend to the isolated and unrelated reproduction or distribution of a single copy or phonorecord of the same material on separate occasions, but do not extend to cases where the library or archives, or its employee —

- (1) is aware or has substantial reason to believe that it is engaging in the related or concerted reproduction or distribution of multiple copies or phonorecords of the same material, whether made on one occasion or over a period of time, and whether intended for aggregate use by one or more individuals or for separate use by the individual members of a group; or
- (2) engages in the systematic reproduction or distribution of single or multiple copies or phonorecords of material described in subsection (d): Provided, That nothing in this clause prevents a library or archives from participating in interlibrary arrangements that do not have, as their purpose or effect, that the library or archives receiving such copies or phonorecords for

distribution does so in such aggregate quantities as to substitute for a subscription to or purchase of such work.

- (h)(1) For purposes of this section, during the last 20 years of any term of copyright of a published work, a library or archives, including a nonprofit educational institution that functions as such, may reproduce, distribute, display, or perform in facsimile or digital form a copy or phonorecord of such work, or portions thereof, for purposes of preservation, scholarship, or research, if such library or archives has first determined, on the basis of a reasonable investigation, that none of the conditions set forth in subparagraphs (A), (B), and (C) of paragraph (2) apply.
- (2) No reproduction, distribution, display, or performance is authorized under this subsection if —
- (A) the work is subject to normal commercial exploitation;
 - (B) a copy or phonorecord of the work can be obtained at a reasonable price; or
 - (C) the copyright owner or its agent provides notice pursuant to regulations promulgated by the Register of Copyrights that either of the conditions set forth in subparagraphs (A) and (B) applies.
- (3) The exemption provided in this subsection does not apply to any subsequent uses by users other than such library or archives.
- (i) The rights of reproduction and distribution under this section do not apply to a musical work, a pictorial, graphic or sculptural work, or a motion picture or other audiovisual work other than an audiovisual work dealing with news, except that no such limitation shall apply with respect to rights granted by subsections (b), (c), and (h), or with respect to pictorial or graphic works published as illustrations, diagrams, or similar adjuncts to works of which copies are reproduced or distributed in accordance with subsections (d) and (e).

2. Excerpts from Senate Report on Section 108

NOTE: The following excerpts are reprinted from the 1975 Senate Report on the new copyright law (S. Rep. No. 94-473, pages 67–71). Where the discussions of particular points are generally similar in the two Reports, the passages from the later House Report are reprinted in this booklet. Where the discussion of particular points is substantially different, passages from both Reports are reprinted.

a. Senate Report: Discussion of Libraries and Archives in Profit-Making Institutions

The limitation of section 108 to reproduction and distribution by libraries and archives “without any purpose of direct or indirect commercial advantage” is intended to preclude a library or archives in a profit-making organization from providing photocopies of copyrighted materials to employees engaged in furtherance of the organization’s commercial enterprise, unless such copying qualifies as a fair use, or the organization has obtained the necessary copyright licenses. A commercial organization should purchase the number of copies of a work that it requires, or obtain the consent of the copyright owner to the making of the photocopies.

b. Senate Report: Discussion of Multiple Copies and Systematic Reproduction

Multiple copies and systematic reproduction

Subsection (g) provides that the rights granted by this section extend only to the “isolated and unrelated reproduction of a single copy,” but this section does not authorize the related or concerted reproduction of multiple copies of the same material whether made on one occasion or over a period of time, and whether intended for aggregate use by one individual or for separate use by the individual members of a group. For example, if a college professor instructs his class to read an article from a copyrighted journal, the school library would not be permitted, under subsection (g), to reproduce copies of the article for the members of the class.

Subsection (g) also provides that section 108 does not authorize the systematic reproduction or distribution of copies or phonorecords of articles or other contributions to copyrighted collections or periodicals or of small parts of other copyrighted works whether or not multiple copies are reproduced or distributed. Systematic reproduction or distribution occurs when a library makes copies of such materials available to other libraries or to groups of users under formal or informal arrangements whose purpose or effect is to have the reproducing library serve as their source of such material. Such systematic reproduction and distribution, as distinguished from isolated and unrelated reproduction or distribution, may substitute the copies reproduced by the source library for subscriptions or reprints or other copies which the receiving libraries or users might otherwise have purchased for themselves, from the publisher or the licensed reproducing agencies.

While it is not possible to formulate specific definitions of “systematic copying,” the following examples serve to illustrate some of the copying prohibited by subsection (g).

- 1 A library with a collection of journals in biology informs other libraries with similar collections that it will maintain and build its own collection and will make copies of articles from these journals available to them and their patrons on request. Accordingly, the other libraries discontinue or refrain from purchasing subscriptions to these journals and fulfill their patrons' requests for articles by obtaining photocopies from the source library.
- 2 A research center employing a number of scientists and technicians subscribes to one or two copies of needed periodicals. By reproducing photocopies of articles the center is able to make the material in these periodicals available to its staff in the same manner which otherwise would have required multiple subscriptions.
- 3 Several branches of a library system agree that one branch will subscribe to particular journals in lieu of each branch purchasing its own subscriptions, and the one subscribing branch will reproduce copies of articles from the publication for users of the other branches.

The committee believes that section 108 provides an appropriate statutory balancing of the rights of creators and the needs of users. However, neither a statute nor legislative history can specify precisely which library photocopying practices constitute the making of "single copies" as distinguished from "systematic reproduction." Isolated single spontaneous requests must be distinguished from "systematic reproduction." The photocopying needs of such operations as multi-county regional systems must be met. The committee therefore recommends that representatives of authors, book and periodical publishers and other owners of copyrighted material meet with the library community to formulate photocopying guidelines to assist library patrons and employees. Concerning library photocopying practices not authorized by this legislation, the committee recommends that workable clearance and licensing procedures be developed.

It is still uncertain how far a library may go under the Copyright Act of 1909 in supplying a photocopy of copyrighted material in its collection. The recent case of *The Williams and Wilkins Company v. The United States* failed to significantly illuminate the application of the fair use doctrine to library photocopying practices. Indeed, the opinion of the Court of Claims said the Court was engaged in "a 'holding operation' in the interim period before Congress enacted its preferred solution."

While the several opinions in the *Wilkins* case have given the Congress little guidance as to the current state of the law on fair use, these opinions provide additional support for

the balanced resolution of the photocopying issue adopted by the Senate last year in S. 1361 and preserved in section 108 of this legislation. As the Court of Claims opinion succinctly stated "there is much to be said on all sides."

In adopting these provisions on library photocopying, the committee is aware that through such programs as those of the National Commission on Libraries and Information Science there will be a significant evolution in the functioning and services of libraries. To consider the possible need for changes in copyright law and procedures as a result of new technology, a National Commission on New Technological Uses of Copyrighted Works (CONTU) has been established (Public Law 93-573).

3. Excerpts from House Report on Section 108

NOTE: The following excerpts are reprinted from the House Report on the new copyright law (H.R. Rep. No. 94-1476, pages 74-79). All of the House Report's discussion of section 108 is reprinted here; similarities and differences between the House and Senate Reports on particular points will be noted below.

a. House Report: Introductory Statement

NOTE: This paragraph is substantially the same in the Senate and House Reports.

Notwithstanding the exclusive rights of the owners of copyright, section 108 provides that under certain conditions it is not an infringement of copyright for a library or archives, or any of its employees acting within the scope of their employment, to reproduce or distribute not more than one copy or phonorecord of a work, provided (1) the reproduction or distribution is made without any purpose of direct or indirect commercial advantage and (2) the collections of the library or archives are open to the public or available not only to researchers affiliated with the library or archives, but also to other persons doing research in a specialized field, and (3) the reproduction or distribution of the work includes a notice of copyright.

b. House Report: Discussion of Libraries and Archives in Profit-Making Institutions

NOTE: The Senate and House Reports differ substantially on this point. The Senate Report's discussion is reprinted at page 13.

Under this provision, a purely commercial enterprise could not establish a collection of copyrighted works, call itself

a library or archive, and engage in for-profit reproduction and distribution of photocopies. Similarly, it would not be possible for a nonprofit institution, by means of contractual arrangements with a commercial copying enterprise, to authorize the enterprise to carry out copying and distribution functions that would be exempt if conducted by the non-profit institution itself.

The reference to “indirect commercial advantage” has raised questions as to the status of photocopying done by or for libraries or archival collections within industrial, profit-making, or proprietary institutions (such as the research and development departments of chemical, pharmaceutical, automobile, and oil corporations, the library of a proprietary hospital, the collections owned by a law or medical partnership, etc.).

There is a direct interrelationship between this problem and the prohibitions against “multiple” and “systematic” photocopying in section 108(g)(1) and (2). Under section 108, a library in a profit-making organization would not be authorized to:

- A use a single subscription or copy to supply its employees with multiple copies of material relevant to their work; or
- B use a single subscription or copy to supply its employees, on request, with single copies of material relevant to their work, where the arrangement is “systematic” in the sense of deliberately substituting photocopying for subscription or purchase; or
- C use “interlibrary loan” arrangements for obtaining photocopies in such aggregate quantities as to substitute for subscriptions or purchase of material needed by employees in their work.

Moreover, a library in a profit-making organization could not evade these obligations by installing reproducing equipment on its premises for unsupervised use by the organization’s staff.

Isolated, spontaneous making of single photocopies by a library in a for-profit organization, without any systematic effort to substitute photocopying for subscriptions or purchases, would be covered by section 108, even though the copies are furnished to the employees of the organization for use in their work. Similarly, for-profit libraries could participate in interlibrary arrangements for exchange of photocopies, as long as the reproduction or distribution was not “systematic.” These activities, by themselves, would ordinarily not be considered “for direct or indirect commercial advantage,” since the “advantage” referred to in this clause must attach to the immediate commercial motivation behind the reproduction or distribution itself, rather than to the

ultimate profit-making motivation behind the enterprise in which the library is located. On the other hand, section 108 would not excuse reproduction or distribution if there were a commercial motive behind the actual making or distributing of the copies, if multiple copies were made or distributed, or if the photocopying activities were “systematic” in the sense that their aim was to substitute for subscriptions or purchases.

c. House Report: Rights of Reproduction and Distribution Under Section 108

NOTE: The following paragraphs are closely similar in the Senate and House Reports.

The rights of reproduction and distribution under section 108 apply in the following circumstances:

Archival reproductions

Subsection (b) authorizes the reproduction and distribution of a copy or phonorecord of an unpublished work duplicated in facsimile form solely for purposes of preservation and security, or for deposit for research use in another library or archives, if the copy or phonorecord reproduced is currently in the collections of the first library or archives. Only unpublished works could be reproduced under this exemption, but the right would extend to any type of work, including photographs, motion pictures and sound recordings. Under this exemption, for example, a repository could make photocopies of manuscripts by microfilm or electrostatic process, but could not reproduce the work in “machine-readable” language for storage in an information system.

Replacement of damaged copy

Subsection (c) authorizes the reproduction of a published work duplicated in facsimile form solely for the purpose of replacement of a copy or phonorecord that is damaged, deteriorating, lost or stolen, if the library or archives has, after a reasonable effort, determined that an unused replacement cannot be obtained at a fair price. The scope and nature of a reasonable investigation to determine that an unused replacement cannot be obtained will vary according to the circumstances of a particular situation. It will always require recourse to commonly-known trade sources in the United States, and in the normal situation also to the publisher or other copyright owner (if such owner can be located at the address listed in the copyright registration), or an authorized reproducing service.

Articles and small excerpts

Subsection (d) authorizes the reproduction and distribution of a copy of not more than one article or other contribution to a copyrighted collection or periodical issue, or of a copy or phonorecord of a small part of any other copyrighted work. The copy or phonorecord may be made by the library where the user makes his request or by another library pursuant to an interlibrary loan. It is further required that the copy become the property of the user, that the library or archives have no notice that the copy would be used for any purposes other than private study, scholarship or research, and that the library or archives display prominently at the place where reproduction requests are accepted, and includes in its order form, a warning of copyright in accordance with requirements that the Register of Copyrights shall prescribe by regulation.

Out-of-print works

Subsection (e) authorizes the reproduction and distribution of a copy or phonorecord of an entire work under certain circumstances, if it has been established that a copy cannot be obtained at a fair price. The copy may be made by the library where the user makes his request or by another library pursuant to an interlibrary loan. The scope and nature of a reasonable investigation to determine that an unused copy cannot be obtained will vary according to the circumstances of a particular situation. It will always require recourse to commonly-known trade sources in the United States, and in the normal situation also to the publisher or other copyright owner (if the owner can be located at the address listed in the copyright registration), or an authorized reproducing service. It is further required that the copy become the property of the user, that the library or archives have no notice that the copy would be used for any purpose other than private study, scholarship, or research, and that the library or archives display prominently at the place where reproduction requests are accepted, and include on its order form, a warning of copyright in accordance with requirements that the Register of Copyrights shall prescribe by regulation.

d. House Report: General Exemptions for Libraries and Archives

NOTE: Parts of the following paragraphs are substantially similar in the Senate and House Reports. Differences in the House Report on certain points reflect certain amendments in section 108(f) and elsewhere in the Copyright Act.

General exemptions

Clause (1) of subsection (f) specifically exempts a library or archives or its employees from liability for the unsupervised use of reproducing equipment located on its premises, provided that the reproducing equipment displays a notice that the making of a copy may be subject to the copyright law. Clause (2) of subsection (f) makes clear that this exemption of the library or archives does not extend to the person using such equipment or requesting such copy if the use exceeds fair use. Insofar as such person is concerned the copy or phonorecord made is not considered “lawfully” made for purposes of sections 109, 110 or other provisions of the title.

Clause (3) provides that nothing in section 108 is intended to limit the reproduction and distribution by lending of a limited number of copies and excerpts of an audiovisual news program. This exemption is intended to apply to the daily newscasts of the national television networks, which report the major events of the day. It does not apply to documentary (except documentary programs involving news reporting as that term is used in section 107), magazine-format or other public affairs broadcasts dealing with subjects of general interest to the viewing public.

The clause was first added to the revision bill in 1974 by the adoption of an amendment proposed by Senator Baker. It is intended to permit libraries and archives, subject to the general conditions of this section, to make off-the-air videotape recordings of daily network newscasts for limited distribution to scholars and researchers for use in research purposes. As such, it is an adjunct to the American Television and Radio Archive established in Section 113 of the Act which will be the principal repository for television broadcast material, including news broadcasts. The inclusion of language indicating that such material may only be distributed by lending by the library or archive is intended to preclude performance, copying, or sale, whether or not for profit, by the recipient of a copy of a television broadcast taped off-the-air pursuant to this clause.

Clause (4), in addition to asserting that nothing contained in section 108 “affects the right of fair use as provided by section 107,” also provides that the right of reproduction granted by this section does not override any contractual arrangements assumed by a library or archives when it obtained a work for its collections. For example, if there is an express contractual prohibition against reproduction for any purpose, this legislation shall not be construed as justifying a violation of the contract. This clause is intended to encompass the situation where an individual makes papers, manuscripts or other works available to a library with the understanding that they will not be reproduced.

It is the intent of this legislation that a subsequent unlawful use by a user of a copy or phonorecord of a work lawfully made by a library, shall not make the library liable for such improper use.

e. House Report: Discussion of Multiple Copies and Systematic Reproduction

NOTE: The Senate and House Reports differ substantially on this point. The Senate Report's discussion is reprinted at page 13.

Multiple copies and systematic reproduction

Subsection (g) provides that the rights granted by this section extend only to the "isolated and unrelated reproduction of a single copy or phonorecord of the same material on separate occasions." However, this section does not authorize the related or concerted reproduction of multiple copies or phonorecords of the same material, whether made on one occasion or over a period of time, and whether intended for aggregate use by one individual or for separate use by the individual members of a group.

With respect to material described in subsection (d)—articles or other contributions to periodicals or collections, and small parts of other copyrighted works—subsection (g) (2) provides that the exemptions of section 108 do not apply if the library or archive engages in "systematic reproduction or distribution of single or multiple copies or phonorecords." This provision in S.22 provoked a storm of controversy, centering around the extent to which the restrictions on "systematic" activities would prevent the continuation and development of interlibrary networks and other arrangements involving the exchange of photocopies. After thorough consideration, the Committee amended section 108(g)(2) to add the following proviso: Provided, that nothing in this clause prevents a library or archives from participating in interlibrary arrangements that do not have, as their purpose or effect, that the library or archives receiving such copies or phonorecords for distribution does so in such aggregate quantities as to substitute for a subscription to or purchase of such work.

In addition, the Committee added a new subsection (i) to section 108, requiring the Register of Copyrights, five years from the effective date of the new Act and at five year intervals thereafter, to report to Congress upon "the extent to which this section has achieved the intended statutory balancing of the rights of creators, and the needs of users," and to make appropriate legislative or other recommendations. As noted in connection with section 107, the Committee also

amended section 504(c) in a way that would insulate librarians from unwarranted liability for copyright infringement; this amendment is discussed below.

The key phrases in the Committee's amendment of section 108(g)(2) are "aggregate quantities" and "substitute for a subscription to or purchase of" a work. To be implemented effectively in practice, these provisions will require the development and implementation of more-or-less specific guidelines establishing criteria to govern various situations.

The National Commission on New Technological Uses of Copyrighted Works (CONTU) offered to provide good offices in helping to develop these guidelines. This offer was accepted and, although the final text of guidelines has not yet been achieved, the Committee has reason to hope that, within the next month, some agreement can be reached on an initial set of guidelines covering practices under section 108(g)(2).

f. House Report: Discussion of Works Excluded

NOTE: The House Report's discussion of section 108(h) is longer than the corresponding paragraph in the Senate Report, and reflects certain amendments in the subsection.

Works excluded

Subsection (h) provides that the rights of reproduction and distribution under this section do not apply to a musical work, a pictorial, graphic or sculptural work, or a motion picture or other audiovisual work other than "an audiovisual work dealing with news." The latter term is intended as the equivalent in meaning of the phrase "audiovisual news program" in section 108(f)(3). The exclusions under subsection (h) do not apply to archival reproduction under subsection (b), to replacement of damaged or lost copies or phonorecords under subsection (c), or to "pictorial or graphic works published as illustrations, diagrams, or similar adjuncts to works of which copies are reproduced or distributed in accordance with subsections (d) and (e)."

Although subsection (h) generally removes musical, graphic, and audiovisual works from the specific exemptions of section 108, it is important to recognize that the doctrine of fair use under section 107 remains fully applicable to the photocopying or other reproduction of such works. In the case of music, for example, it would be fair use for a scholar doing musicological research to have a library supply a copy of a portion of a score or to reproduce portions of a phonorecord of a work. Nothing in section 108 impairs the applicability of the fair use doctrine to a wide variety of situations involving photocopying or other reproduction by a

library of copyrighted material in its collections, where the user requests the reproduction for legitimate scholarly or research purposes.

4. Excerpts from Conference Report

NOTE: The following excerpt is reprinted from the Report of the Conference Committee on the new copyright law (H.R. Rep. No. 94-1733, pages 70–74).

a. Conference Report: Introductory Discussion of Section 108

Reproduction by Libraries and Archives

Senate bill

Section 108 of the Senate bill dealt with a variety of situations involving photocopying and other forms of reproduction by libraries and archives. It specified the conditions under which single copies of copyrighted material can be noncommercially reproduced and distributed, but made clear that the privileges of a library or archives under the section do not apply where the reproduction or distribution is of multiple copies or is “systematic.” Under subsection (f), the section was not to be construed as limiting the reproduction and distribution, by a library or archive meeting the basic criteria of the section, of a limited number of copies and excerpts of an audiovisual news program.

House bill

The House bill amended section 108 to make clear that, in cases involving interlibrary arrangements for the exchange of photocopies, the activity would not be considered “systematic” as long as the library or archives receiving the reproductions for distribution does not do so in such aggregate quantities as to substitute for a subscription to or purchase of the work. A new subsection (i) directed the Register of Copyrights, by the end of 1982 and at five-year intervals thereafter, to report on the practical success of the section in balancing the various interests, and to make recommendations for any needed changes. With respect to audiovisual news programs, the House bill limited the scope of the distribution privilege confirmed by section 108(f)(3) to cases where the distribution takes the form of a loan.

b. Conference Report: Conference Committee Discussion of CONTU Guidelines on Photocopying and Interlibrary Arrangements

Conference substitute

The conference substitute adopts the provisions of section 108 as amended by the House bill. In doing so, the conferees have noted two letters dated September 22, 1976, sent respectively to John L. McClellan, Chairman of the Senate Judiciary Subcommittee on Patents, Trademarks, and Copyrights, and to Robert W. Kastenmeier, Chairman of the House Judiciary Subcommittee on Courts, Civil Liberties, and the Administration of Justice. The letters, from the Chairman of the National Commission on New Technological Uses of Copyrighted Works (CONTU), Stanley H. Fuld, transmitted a document consisting of “guidelines interpreting the provision in subsection 108(g)(2) of S. 22, as approved by the House Committee on the Judiciary.” Chairman Fuld’s letters explain that, following lengthy consultations with the parties concerned, the Commission adopted these guidelines as fair and workable and with the hope that the conferees on S. 22 may find that they merit inclusion in the conference report. The letters add that, although time did not permit securing signatures of the representatives of the principal library organizations or of the organizations representing publishers and authors on these guidelines, the Commission had received oral assurances from these representatives that the guidelines are acceptable to their organizations,

The conference committee understands that the guidelines are not intended as, and cannot be considered, explicit rules or directions governing any and all cases, now or in the future. It is recognized that their purpose is to provide guidance in the most commonly-encountered interlibrary photocopying situations, that they are not intended to be limiting or determinative in themselves or with respect to other situations, and that they deal with an evolving situation that will undoubtedly require their continuous reevaluation and adjustment. With these qualifications, the conference committee agrees that the guidelines are a reasonable interpretation of the proviso of section 108(g)(2) in the most common situations to which they apply today.

c. Conference Report: Reprint of CONTU Guidelines on Photocopying and Interlibrary Arrangements

The text of the guidelines follows:

Photocopying—Interlibrary Arrangements Introduction

Subsection 108(g)(2) of the bill deals, among other things, with limits on interlibrary arrangements for photocopying.

It prohibits systematic photocopying of copyrighted materials but permits interlibrary arrangements “that do not have, as their purpose or effect, that the library or archives receiving such copies or phonorecords for distribution does so in such aggregate quantities as to substitute for a subscription to or purchase of such work.”

The National Commission on New Technological Uses of Copyrighted Works offered its good offices to the House and Senate subcommittees in bringing the interested parties together to see if agreement could be reached on what a realistic definition would be of “such aggregate quantities.” The Commission consulted with the parties and suggested the interpretation which follows, on which there has been substantial agreement by the principal library, publisher, and author organizations. The Commission considers the guidelines which follow to be a workable and fair interpretation of the intent of the proviso portion of subsection 108(g)(2).

These guidelines are intended to provide guidance in the application of section 108 to the most frequently encountered interlibrary case: a library’s obtaining from another library, in lieu of interlibrary loan, copies of articles from relatively recent issues of periodicals—those published within five years prior to the date of the request. The guidelines do not specify what aggregate quantity of copies of an article or articles published in a periodical, the issue date of which is more than five years prior to the date when the request for the copy thereof is made, constitutes a substitute for a subscription to such periodical. The meaning of the proviso to subsection 108(g)(2) in such case is left to future interpretation.

The point has been made that the present practice on interlibrary loans and use of photocopies in lieu of loans may be supplemented or even largely replaced by a system in which one or more agencies or institutions, public or private, exist for the specific purpose of providing a central source for photocopies. Of course, these guidelines would not apply to such a situation.

Guidelines for the Proviso of Subsection 108(g)(2)

- 1 As used in the proviso of subsection 108(g)(2), the words “... such aggregate quantities as to substitute for a subscription to or purchase of such work” shall mean:
 - A with respect to any given periodical (as opposed to any given issue of a periodical), filled requests of a library or archives (a “requesting entity”) within any calendar year for a total of six or more copies of an article or articles published in such periodical within five years prior to the date of the request. These guidelines specifically shall not apply, directly or indirectly, to any request of a requesting entity for a copy or copies of an article or articles published in any issue of a periodical, the publication date of which is more than five years prior to the date when the request is made. These guidelines do not define the meaning, with respect to such a request, of “... such aggregate quantities as to substitute for a subscription to [such periodical]”.
 - B With respect to any other material described in subsection 108(d), (including fiction and poetry), filled requests of a requesting entity within any calendar year for a total of six or more copies or phonorecords of or from any given work (including a collective work) during the entire period when such material shall be protected by copyright.
- 2 In the event that a requesting entity—
 - A shall have in force or shall have entered an order for a subscription to a periodical, or
 - B has within its collection, or shall have entered an order for, a copy or phonorecord of any other copyrighted work, material from either category of which it desires to obtain by copy from another library or archives (the “supplying entity”), because the material to be copied is not reasonably available for use by the requesting entity itself, then the fulfillment of such request shall be treated as though the requesting entity made such copy from its own collection. A library or archives may request a copy or phonorecord from a supplying entity only under those circumstances where the requesting entity would have been able, under the other provisions of section 108, to supply such copy from materials in its own collection.
- 3 No request for a copy or phonorecord of any material to which these guidelines apply may be fulfilled by the supplying entity unless such request is accompanied by a representation by the requesting entity that the request was made in conformity with these guidelines.
- 4 The requesting entity shall maintain records of all requests made by it for copies or phonorecords of any materials to which these guidelines apply and shall maintain records of the fulfillment of such requests, which records shall be retained until the end of the third complete calendar year after the end of the calendar year in which the respective request shall have been made.
- 5 As part of the review provided for in subsection 108(i), these guidelines shall be reviewed not later than five years from the effective date of this bill.

d. Conference Report: Discussion of “Audiovisual News Program”

The conference committee is aware that an issue has arisen as to the meaning of the phrase “audiovisual news program” in section 108(f)(3). The conferees believe that, under the provision as adopted in the conference substitute, a library or archives qualifying under section 108(a) would be free, without regard to the archival activities of the Library of Congress or any other organization, to reproduce, on videotape or any other medium of fixation or reproduction, local, regional, or network newscasts, interviews concerning current news events, and on-the-spot coverage of news events, and to distribute a limited number of reproductions of such a program on a loan basis.

e. Conference Report: Discussion of Libraries and Archives in Profit-Making Institutions

Another point of interpretation involves the meaning of “indirect commercial advantage,” as used in section 108(a)(1), in the case of libraries or archival collections within industrial, profit-making, or proprietary institutions. As long as the library or archives meets the criteria in section 108(a) and the other requirements of the section, including the prohibitions against multiple and systematic copying in subsection (g), the conferees consider that the isolated, spontaneous making of single photocopies by a library or archives in a for-profit organization without any commercial motivation, or participation by such a library or archives in interlibrary arrangements, would come within the scope of section 108.

5. Copyright Office Regulations Under Section 108

NOTE: The following is the text of regulations adopted by the Copyright Office to implement sections 108(d)(2) and 108(e) of the new copyright law (37 *Code of Federal Regulations* §201.14).

§ 201.14 · Warnings of copyright for use by certain libraries and archives.

(a) Definitions.

- (1) A *Display Warning of Copyright* is a notice under paragraphs (d)(2) and (e)(2) of section 108 of title 17 of the United States Code as amended by Pub. L. 94-553. As required by those sections the “Display Warning of Copyright” is to be displayed at the place where orders for copies or phonorecords are accepted by certain libraries and archives.

- (2) An *Order Warning of Copyright* is a notice under paragraphs (d)(2) and (e)(2) of section 108 of title 17 of the United States Code as amended by Pub. L. 94-553. As required by those sections the “Order Warning of Copyright” is to be included on printed forms supplied by certain libraries and archives and used by their patrons for ordering copies or phonorecords.

- (b) *Contents.* A Display Warning of Copyright and an Order Warning of Copyright shall consist of a verbatim reproduction of the following notice, printed in such size and form and displayed in such manner as to comply with paragraph (c) of this section:

NOTICE: WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material.

Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be “used for any purpose other than private study, scholarship, or research.” If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of “fair use,” that user may be liable for copyright infringement.

This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

(c) *Form and Manner of Use.*

- (1) A Display Warning of Copyright shall be printed on heavy paper or other durable material in type at least 18 points in size, and shall be displayed prominently, in such manner and location as to be clearly visible, legible, and comprehensible to a casual observer within the immediate vicinity of the place where orders are accepted.
- (2) An Order Warning of Copyright shall be printed within a box located prominently on the order form itself, either on the front side of the form or immediately adjacent to the space calling for the name or signature of the person using the form. The notice shall be printed in type size no smaller than that used predominantly throughout the form, and in no case shall the type size be smaller than 8 points. The notice shall be printed in such manner as to be clearly legible, comprehensible, and readily apparent to a casual reader of the form.

E. Liability for Infringement

1. Text of Section 504

NOTE: The following is a reprint of the entire text of section 504 of title 17, *United States Code*, as amended in 1982, 1988, 1990, 1997, 1998, 1999, 2002, 2004, and 2005. The special provisions affecting librarians and educators are in subsection (c)(2).

§ 504 · Remedies for infringement: Damages and profits.

- (a) **IN GENERAL.**— Except as otherwise provided by this title, an infringer of copyright is liable for either—
- (1) the copyright owner's actual damages and any additional profits of the infringer, as provided by subsection (b); or
 - (2) statutory damages, as provided by subsection (c).
- (b) **ACTUAL DAMAGES AND PROFITS.**— The copyright owner is entitled to recover the actual damages suffered by him or her as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work.
- (c) **STATUTORY DAMAGES.**—
- (1) Except as provided by clause (2) of this subsection, the copyright owner may elect, at any time before final judgment is rendered, to recover, instead of actual damages and profits, an award of statutory damages for all infringements involved in the action, with respect to any one work, for which any one infringer is liable individually, or for which any two or more infringers are liable jointly and severally, in a sum of not less than \$750 or more than \$30,000 as the court considers just. For the purposes of this subsection, all the parts of a compilation or derivative work constitute one work.
 - (2) In a case where the copyright owner sustains the burden of proving, and the court finds, that infringement was committed willfully, the court in its discretion may increase the award of statutory damages to a sum of not more than \$150,000. In a case where the infringer sustains the burden of proving, and

the court finds, that such infringer was not aware and had no reason to believe that his or her acts constituted an infringement of copyright, the court in its discretion may reduce the award of statutory damages to a sum of not less than \$200. The court shall remit statutory damages in any case where an infringer believed and had reasonable grounds for believing that his or her use of the copyrighted work was a fair use under section 107, if the infringer was:

- (i) an employee or agent of a nonprofit educational institution, library, or archives acting within the scope of his or her employment who, or such institution, library, or archives itself, which infringed by reproducing the work in copies or phonorecords; or
- (ii) a public broadcasting entity which or a person who, as a regular part of the nonprofit activities of a public broadcasting entity (as defined in subsection (g) of section 118) infringed by performing a published nondramatic literary work or by reproducing a transmission program embodying a performance of such a work.

- (3)(A) In a case of infringement, it shall be a rebuttable presumption that the infringement was committed willfully for purposes of determining relief if the violator, or a person acting in concert with the violator, knowingly provided or knowingly caused to be provided materially false contact information to a domain name registrar, domain name registry, or other domain name registration authority in registering, maintaining, or renewing a domain name used in connection with the infringement.
- (B) Nothing in this paragraph limits what may be considered willful infringement under this subsection.
- (C) For purposes of this paragraph, the term "domain name" has the meaning given that term in section 45 of the Act entitled "An Act to provide for the registration and protection of trademarks used in commerce, to carry out the provisions of certain international conventions, and for other purposes" approved July 5, 1946 (commonly referred to as the "Trademark Act of 1946"; 15 U.S.C. 1127).
- (d) **ADDITIONAL DAMAGES IN CERTAIN CASES.**— In any case in which the court finds that a defendant

proprietor of an establishment who claims as a defense that its activities were exempt under section 110(5) did not have reasonable grounds to believe that its use of a copyrighted work was exempt under such section, the plaintiff shall be entitled to, in addition to any award of damages under this section, an additional award of two times the amount of the license fee that the proprietor of the establishment concerned should have paid the plaintiff for such use during the preceding period of up to 3 years.

2. Excerpts from House Report on Section 504

NOTE: The following excerpts are reprinted from the House Report on the new copyright law (H.R. Rep. No. 94-1476, pages 161–163). Material not of immediate interest to librarians and educators has been omitted. Much of the corresponding discussion in the Senate Report (S. Rep. No. 94-473, pages 143–145) is substantially the same; the House Report’s discussion of statutory damages applicable to librarians and educators is new.

In general

A cornerstone of the remedies sections and of the bill as a whole is section 504, the provision dealing with recovery of actual damages, profits, and statutory damages. The two basic aims of this section are reciprocal and correlative:

- 1 to give the courts specific unambiguous directions concerning monetary awards, thus avoiding the confusion and uncertainty that have marked the present law on the subject, and, at the same time,
- 2 to provide the courts with reasonable latitude to adjust recovery to the circumstances of the case, thus avoiding some of the artificial or overly technical awards resulting from the language of the existing statute.

Subsection (a) lays the groundwork for the more detailed provisions of the section by establishing the liability of a copyright infringer for either “the copyright owner’s actual damages and any additional profits of the infringer,” or statutory damages. Recovery of actual damages and profits under section 504(b) or of statutory damages under section 504(c) is alternative and for the copyright owner to elect; as under the present law, the plaintiff in an infringement suit is not obliged to submit proof of damages and profits and may choose to rely on the provision for minimum statutory damages. However, there is nothing in section 504 to prevent a court from taking account of evidence concerning actual

damages and profits in making an award of statutory damages within the range set out in subsection (c).

Actual damages and profits

In allowing the plaintiff to recover “the actual damages suffered by him or her as a result of the infringement,” plus any of the infringer’s profits “that are attributable to the infringement and are not taken into account in computing the actual damages,” section 504(b) recognizes the different purposes served by awards of damages and profits. Damages are awarded to compensate the copyright owner for losses from the infringement, and profits are awarded to prevent the infringer from unfairly benefiting from a wrongful act.⁴

Statutory damages

Subsection (c) of section 504 makes clear that the plaintiff’s election to recover statutory damages may take place at any time during the trial before the court has rendered its final judgment. The remainder of clause (1) of the subsection represents a statement of the general rates applicable to awards of statutory damages.

Clause (2) of section 504(c) provides for exceptional cases in which the maximum award of statutory damages could be raised from \$10,000 to \$50,000, and in which the minimum recovery could be reduced from \$250 to \$100. The basic principle underlying this provision is that the courts should be given discretion to increase statutory damages in cases of willful infringement and to lower the minimum where the infringer is innocent. The language of the clause makes clear that in these situations the burden of proving willfulness rests on the copyright owner and that of proving innocence rests on the infringer, and that the court must make a finding of either willfulness or innocence in order to award the exceptional amounts.

The “innocent infringer” provision of section 504(c)(2) has been the subject of extensive discussion. The exception, which would allow reduction of minimum statutory damages to \$100 where the infringer “was not aware and had no reason to believe that his or her acts constituted an infringement of copyright,” is sufficient to protect against unwarranted liability in cases of occasional or isolated innocent infringement, and it offers adequate insulation to users, such as broadcasters and newspaper publishers, who are particularly vulnerable to this type of infringement suit. On the other hand, by establishing a realistic floor for liability, the provision preserves its intended deterrent effect; and it would not allow an infringer to escape simply because the plaintiff failed to disprove the defendant’s claim of innocence.

In addition to the general “innocent infringer” provision clause (2) deals with the special situation of teachers, librarians, archivists, and public broadcasters, and the nonprofit institutions of which they are a part. Section 504(c)(2) provides that, where such a person or institution infringes copyrighted material in the honest belief that what they were doing constituted fair use, the court is precluded from awarding any statutory damages. It is intended that, in cases involving this provision, the burden of proof with respect to the defendant’s good faith should rest on the plaintiff.

3. Excerpts from Conference Report on Section 504

NOTE: The following excerpts are reprinted from the Report of the Conference Committee on the new copyright law (H.R. Rep. No. 94-1733, pages 79–80).

Remedies for Copyright Infringement

Senate bill

Chapter 5 of the Senate bill dealt with civil and criminal infringement of copyright and the remedies for both. Subsection (c) of section 504 allowed statutory damages within a stated dollar range, and clause (2) of that subsection provided for situations in which the maximum could be exceeded and the minimum lowered; the court was given discretion to reduce or remit statutory damages entirely where a teacher, librarian, or archivist believed that the infringing activity constituted fair use.⁵

House bill

Section 504(c)(2) of the House bill required the court to remit statutory damages entirely in cases where a teacher, librarian, archivist, or public broadcaster, or the institution to which they belong, infringed in the honest belief that what they were doing constituted fair use.⁶

Conference substitute

The conference substitute adopts the House amendments with respect to statutory damages in section 504(c)(2).⁷

F. Guidelines for Off-Air Recording of Broadcast Programming for Educational Purposes

NOTE: The following excerpts are reprinted from the House Report on piracy and counterfeiting amendments (H.R. 97-495, pages 8–9).

In March 1979, Congressman Robert Kastenmeier, Chairman of the House Subcommittee on Courts, Civil Liberties and Administration of Justice, appointed a Negotiating Committee consisting of representatives of educational organizations, copyright proprietors, and creative guilds and unions. The following guidelines reflect the Negotiating Committee’s consensus as to the application of “fair use” to the recording, retention, and use of television broadcast programs for educational purposes. They specify periods of retention and use of such off-air recordings in classrooms and similar places devoted to instruction and for homebound instruction. The purpose of establishing these guidelines is to provide standards for both owners and users of copyrighted television programs.

- 1 The guidelines were developed to apply only to off-air recording by non-profit educational institutions.
- 2 A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable transmission) and retained by a non-profit educational institution for a period not to exceed the first forty-five (45) consecutive calendar days after date of recording. Upon conclusion of such retention period, all off-air recordings must be erased or destroyed immediately. “Broadcast programs” are television programs transmitted by television stations for reception by the general public without charge.
- 3 Off-air recordings may be used once by individual teachers in the course of relevant teaching activities, and repeated once only when instructional reinforcement is necessary, in classrooms and similar places devoted to instruction within a single building, cluster, or campus, as well as in the homes of students receiving formalized home instruction, during the first ten (10) consecutive school days in the forty-five (45) day calendar day retention period. “School days” are school session days — not counting weekends, holidays, vacations, examination periods, or other scheduled interruptions — within the forty-five (45) calendar day retention period.
- 4 Off-air recordings may be made only at the request of, and used by, individual teachers, and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast.
- 5 A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject to all provisions governing the original recording.

- 6 After the first ten (10) consecutive school days, off-air recording may be used up to the end of the forty-five (45) calendar day retention period only for teacher evaluation purposes, i.e., to determine whether or not to include the broadcast program in the teaching curriculum, and may not be used in the recording institution for student exhibition or any other non-evaluation purpose without authorization.
- 7 Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. Off-air recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations.
- 8 All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.
- 9 Educational institutions are expected to establish appropriate control procedures to maintain the integrity of these guidelines.

For Further Information

By Internet

Circulars, announcements, regulations, other related materials, and certain copyright application forms are available from the Copyright Office website at www.copyright.gov. To send an email communication, click on *Contact Us* at the bottom of the homepage.

By Telephone

For general information about copyright, call the Copyright Public Information Office at (202) 707-3000 or 1-877-476-0778 (toll free). Staff members are on duty from 8:30 AM to 5:00 PM, Monday through Friday, eastern time, except federal holidays. Recorded information is available 24 hours a day. Or, if you know which application forms and circulars you want, request them from the Forms and Publications Hotline at (202) 707-9100 24 hours a day. Leave a recorded message.

By Regular Mail

Write to:

*Library of Congress
Copyright Office-COPUBS
101 Independence Avenue SE
Washington, DC 20559*

Endnotes

- 1 Corrected from *Congressional Record*.
- 2 As reprinted in the House Report, subsection A.2 of the Music Guidelines had consisted of two separate paragraphs, one dealing with multiple copies and a second dealing with single copies. In his introductory remarks during the House debates on S.22, the Chairman of the House Judiciary Subcommittee, Mr. Kastenmeier, announced that “the report, as printed, does not reflect a subsequent change in the joint guidelines which was described in a subsequent letter to me from a representative of [the signatory organizations],” and provided the revised text of subsection A.2. (122 Cong. Rec. H 10875, Sept. 22, 1976). The text reprinted here is the revised text.
- 3–7 Section 504 was amended by the Act of October 31, 1988, Pub. L. 100-568, 102 Stat. 2853, 2860; by the Act of 1999, Pub. L. 106-160, 113 Stat. 1774; and by the Act of December 23, 2004, Pub. L. 108-482, 118 Stat. 3912, 3916.

3021
Operation of School Business Office

The central office of the school district shall generally be open for business from 8:00 a.m. to 4:30 p.m. every weekday except for New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and Christmas Day. The office shall generally be open, even on days when school is cancelled due to inclement weather. The Superintendent shall be responsible for ensuring that the central office is appropriately staffed when the district is open for business and shall be responsible for supervising all staff employed in the central office.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3022
Volunteers

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3023 Record Management and Retention

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

RECORDS DISPOSITION REPORT

AGENCY
DIVISION
SUB-DIVISION

TO: SECRETARY OF STATE
 RECORDS MANAGEMENT DIVISION
 440 S. 8TH STREET, SUITE 210
 Lincoln, NE 68508-2294

REQUIRED INFORMATION:

In accordance with the Records Management Act, records of this agency have been disposed of under the authorization granted by the following schedule(s):

SCHEDULE NUMBER(S) ONLY (DO NOT INCLUDE SECTION AND ITEM NUMBERS)	TOTAL VOLUME DISPOSED (SEE REVERSE)

OPTIONAL INFORMATION (FOR YOUR USE ONLY):

You may include detailed information which will be useful to you in recording exactly what records were disposed of and under what authority. This might include such things as schedule section and item numbers, title of records, inclusive dates of records, etc. This information is not required to be filed with Records Management.

DATE	SIGNATURE
------	-----------

SEND ORIGINAL TO RECORDS MANAGEMENT. MAKE A PHOTOCOPY FOR YOUR RECORDS.

3024
Booster Clubs and Parent-Teacher Organizations

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3025
Returned and Outstanding Checks

Returned Checks. Any individual or entity that writes a check to the school district which is returned due to insufficient funds must reimburse the school district in cash for the amount of the check plus a \$30.00 returned check charge. Individuals or entities whose checks are repeatedly returned due to insufficient funds may be prohibited from paying amounts due to the school district via check.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3026
Handbooks

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3027

Resolution of Conflicts Between Parents Over School Issues

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

1) Obtaining Records and Conferring with Teachers.

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3028
Sex Offenders

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3029

Distribution of Flyers Advertising Non-School Organization Activities

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3030 Automatic External Defibrillator (AED) Program

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

1. Equipment

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

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

2. Program Coordinator

a. The School District's AED Program Coordinator is the School Nurse.

b. The Program Coordinator shall:

- Consult with the school's administration and the medical advisor to develop a written protocol for the use of AEDs, and post such protocol near each AED
- Select employees for AED training
- Arrange for appropriate training of anticipated users at least annually
- Maintain a training schedule that includes the names of those trained and dates both of current training and dates for recertification.
- Check equipment according to the manufacturer's guidelines and take appropriate action in the event of any variance or need
- Maintain on file a specification sheet on each approved AED model
- Monitor the effectiveness of this system

- Communicate with medical director on issues related to medical emergency response program including post-event reviews
- Coordinate with the local fire department and police department
- Take appropriate steps after an AED event, including sharing of data with appropriate medical and EMS personnel, cleaning, replacing or recharging components of the AED as appropriate.

3. Medical Oversight

- a. The medical advisor of the AED program is Valley County Health Services .
- b. The medical advisor has ongoing responsibility for:

- Providing medical direction for use of AEDs
- Writing a prescription for AEDs
- Reviewing and approving guidelines for emergency procedures related to use of AEDs and cardio pulmonary resuscitation
- Evaluation of post-event review forms and digital files downloaded from the AED

4. Volunteer Responders

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3031
Students Electing to Attend School in Adjoining State

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3032

Copying Fees for School District Records

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

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

- Black and white letter or legal-sized photocopies: No charge for the first 10 copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 10 pages; 25 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

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

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

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.
- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.

- The actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first four hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first four hours.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 10 copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 10 pages; 25 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

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

3033

Lending Textbooks to Children Enrolled in Private Schools

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

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

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

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

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district’s administration offices on or before January 15th prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of school when and where the textbooks will be available. It shall make textbooks available to parents or guardians on or before August 15th. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

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

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

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

3035

Chain of Command – District Administration

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

Student Discipline:	1. Classroom Teacher 2. Principal/Assistant Principal 3. Superintendent
Instruction or Curriculum:	1. Teacher 2. Principal/Curriculum Director 3. Superintendent
Transportation:	1. Bus Driver 2. Principal/Assistant Principal 3. Superintendent
Facilities, Grounds, or Maintenance:	1. Custodial staff 2. Head custodian 3. Principal 4. Superintendent
Policy or Handbook:	1. Principal 2. Superintendent
Athletics:	1. Coach 2. Athletic/Activities Director 3. Principal 4. Superintendent
Personnel:	1. Employee in question 2. Principal 3. Superintendent
All Other Matters	1. Building Principal 2. Superintendent

Absent extraordinary circumstances, each matter must be addressed at whatever level the initial action occurred. If the matter is not resolved, the individual may raise it with the next person on the chain of command. This policy does not supersede any individual's right to contact Board members directly. However, whenever a matter is brought directly to the Board as a whole or to a Board member as an individual, it will be referred to the appropriate individual in the chain of command for study and resolution. The most effective means of initial communication is a personal conference, e-mail, or telephone conversation. E-mail addresses and phone numbers can be found on the school district's website at loupcitypublicschools.org.

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

3036
Purchasing (Credit) Card Program

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

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$500.

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

Authorized Users. Individuals holding the following titles may be assigned an individual purchasing card: Superintendent, administrators and those designated by the superintendent. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school shall also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

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

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) **shall** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) **may** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account shall be immediately closed and he or she shall return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase shall reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3037
Petty Cash

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

Fund Custodians. The amount of each fund will not exceed \$_____. The individuals holding the following employment positions shall be the custodians of each petty cash fund and shall administer and be responsible for them:

Elementary School: _____
Middle School: _____
High School: _____
District Office: _____

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

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

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

Purchase Review Procedures. The superintendent, or his or her designee, and the school district treasurer shall conduct independent reviews of petty cash fund expenditures on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with petty cash fund documentation that includes a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided by board policy or as otherwise allowed by law.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3039

Threat Assessment and Response

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

1. Definitions

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

2. Obligation to Report Threatening Statements or Behaviors.

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make

such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

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

3. Threat Assessment Team

The threat assessment team (team) shall consist of superintendent, school administrator and school counselor.. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

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

4. Threat Assessment Investigation and Response

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

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

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

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

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

5. Communication with the Public about Reported Threats

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

6. Coordination with the Crisis Team After Resolution of Threat

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3040
School Safety and Security

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

I. General Safety and Security

a. NDE Rubric

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

b. School Hours

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

c. Access to School Facilities

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

d. Memorials

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials are generally not allowed anywhere on school premises.
- ii. Individuals who wish to seek a waiver of the general prohibition against memorials must follow the steps outlined below:
 - a. The individual must first meet with the Superintendent or his/her designee to discuss the request for a memorial.

- b. If the Superintendent determines that additional review is appropriate, he/she will refer the request for consideration by the crisis team.
 - c. The crisis team will consider:
 - i. The current research regarding the potential psychological harm that could be caused by a memorial;
 - ii. The potential disruption to the school's learning environment;
 - iii. The cost to the district of erecting and/or maintaining a memorial;
 - iv. Whether prior tragedies have been commemorated by a memorial;
 - v. The potential for future tragedies which could necessitate a similar memorial; and
 - vi. Any other factor which the crisis team deems relevant to its recommendation.
 - d. After consideration of the factors outlined above, the crisis team will make a recommendation as to whether the prohibition against memorials should be waived.
 - e. The Superintendent will communicate the crisis team's recommendation to the individual requesting the memorial.
 - f. If the crisis team recommends waiver of the prohibition against memorials, the individual who made the initial request must inform the Superintendent if he/she wishes to ask the board to approve the memorial.
 - g. Memorials may only be approved by the board and only after completion of the process outlined in this policy.
- iii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

II. Superintendent's Duties Related to Safety and Security

a. Appointment of Crisis Team

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

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

b. Compliance with Fire and Safety Codes

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

c. Annual Safety Audits

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

d. Mutual Aid Agreements

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

III. Building Principals' Duties Related to Safety and Security

a. Positive and Safe Learning Environment

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

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

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

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

b. Visitor Protocol.

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

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

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

c. Emergency Drills

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3041 Crisis Team Duties

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

1. Membership on and Chair of Team

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

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

2. Meetings of the Crisis Team

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

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

3. School Self-Assessment

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

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

4. All-Hazard School Safety Plan

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

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

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

5. Standard Response Protocol (SRP)

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

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

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

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

6. Consultation With Building Principals

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

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

7. Consultation with Threat Assessment Team

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

8. Review of Training

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

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

9. Communication with School Community and Stakeholders

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

10. Communication with the Board of Education

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3042

Construction Management at Risk Contracts

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

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

Definitions. For purposes of this policy:

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

Procedures.

1. Procedures for the preparation and content of requests for proposals shall include the following:
 - A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a minimum, the following elements:
 1. The identity of the school district for which the project will be built and the school district that will execute the contract;
 2. Policies adopted by the school district pursuant to the Act;
 3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general

terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;

4. Any bonds and insurance required by law or as may be additionally required by the school district;
 5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
 6. The criteria for evaluation of proposals and the relative weight of each criterion; and
 7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.
 3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:
 - A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.
 - B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
 - (1) The financial resources of the construction manager to complete the project

(up to ten percent);

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

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

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

proposals and solicit new proposals or cancel the construction management at risk process under the act.

- F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.

- 5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:

- A. Definitions.

- (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
- (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

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

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

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

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.
 - D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.
6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3043 Design-Build Contracts

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

The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

Definitions. For purposes of this policy:

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means Loup City Public Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under a DB Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.
8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

9. Proposal means an offer in response to a Request For Proposals (“RFP”) by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.
10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.
11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.
12. Superintendent means the District’s Superintendent of Schools.

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

1. Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.

- A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
 - (1) A general description of the Design-Build project;
 - (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
 - (3) The date by which persons or organizations must submit their applications; and
 - (4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District’s Design-Build Contract Policy from the Superintendent.
- B. To apply to be the District’s PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.
- D. The Board shall evaluate each qualified applicant’s current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public

presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.

- E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.
- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.
- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.
- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.
- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.
- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.
- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD,

any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement.” Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.
- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

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

- A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:
 - (1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
 - (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
 - (3) Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.
- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

3. Procedures for the preparation and content of RFPs.

- A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:
 - (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;

- (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
- (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
- (4) A project statement which contains information about the scope and nature of the project;
- (5) Project Performance Criteria;
- (6) Budget parameters for the project;
- (7) Any bonds or insurance required by law or as may be additionally required by the District;
- (8) The criteria for evaluation of Proposals and the relative weight of each criterion;
- (9) A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- (10) A requirement that the Design-Builder agree to the following conditions:
 - (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
 - (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
 - (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and

(11) Other information the District chooses to require.

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

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

4. Procedures for preparing and submitting Proposals.

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

5. Procedures for evaluating Proposals.

- A. The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design-Builders.
- B. The District shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the District. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a design-builder under the Act, and (5) a resident of the District other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a design-builder who has a proposal being evaluated and shall not be employed by the District or the school's architect or engineer.
- C. The selection committee and the District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
 - (1) The financial resources of the design-builder to complete the project (**up to ten percent**);

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

NOTE TO BE DELETED: The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the Design-Build method for a specific project, or at a later time but before the RFP is published and sent out.

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

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

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

- A. The District may attempt to negotiate a DB Contract with the highest ranked Design-Builder selected by the Board and may enter into a DB Contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.
- C. If the District is unable to negotiate a satisfactory DB Contract with the highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a DB Contract with that Design-Builder after negotiations.
- D. If the District is unable to negotiate a satisfactory DB Contract with the second highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a DB Contract with that Design-Builder after negotiations.
- E. If the District is unable to negotiate a satisfactory DB Contract with any of the ranked Design-Builders, it may either revise the RFP and solicit new Proposals or cancel the design-build process.

- F. If the District is able to negotiate a satisfactory contract with a design-builder, the District shall file a copy of all design-build contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the design-builder shall file a copy of all contract modifications and change orders with the State Department of Education.
- 7. Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of DB Contracts.**
- A. Definitions.
- (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
- B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the design-builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:
- (1) The name and address of the interested party;
 - (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
 - (3) A detailed statement of reasons for the protest;
 - (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
 - (5) The action(s) the protestor desires the school district to take to resolve the protest.

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

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.
- D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3044

Incidental or De Minimis Use of Public Resources

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

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

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

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

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

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

3045 Use of Sniffer Dogs

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

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.
8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary

action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.

9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

NOTICE TO STUDENTS AND STAFF

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3046 Animals at Schools

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

I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES

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

II. SERVICE ANIMALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. THERAPY ANIMALS

A "therapy animal" is an animal that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy animals are not "service animals" as that term is used in the Americans with Disabilities Act.

Therapy animals will not be allowed on school grounds or school property except as otherwise required by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

SERVICE ANIMAL REQUEST FORM

Date

School Building

Name of Assisted Person: _____

Assisted person is Staff Student Other

Name of Animal Owner (if different than above): _____

Name of Animal Handler (if different than above): _____

Name of Animal: _____ Type of Animal: Dog Miniature Horse

If it is not readily apparent that the animal qualifies as a "service animal," please answer the following questions:

Is use of the animal required because of a disability? Yes No

What work or task has the service animal been trained to perform?

I have read and understand the school district's Animals Policy. I will abide by the terms of that Policy. I understand that if the service animal is out of control, not housebroken, presents a direct and immediate threat to others in the school, or fundamentally alters the nature of the service, program, or activity that cannot be eliminated by reasonable modifications, the school district may exclude or remove my service animal from its property.

I agree to be responsible for any damage to school property or injury to personnel, students, or others caused by the animal. I agree to indemnify, defend, and hold harmless the school district from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my service animal.

Owner Signature

Date

Parent/Guardian Signature

Date

Assisted Person's Signature

Date

Handler Signature

Date

Please attach the following documentation:

- Proof of current licensure**

- **Proof of current vaccinations and immunizations from a licensed veterinarian (as required by state and local law)**

APPROVAL

School Official Signature

Date

Title: _____

Note: This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different service animal will be used.

THERAPY ANIMAL REQUEST FORM

Date

School Building

Employee/Owner

Type of Animal: _____

Name of Animal: _____

Is the animal certified? Yes No

Has the animal received any training or certification (such as AKC Canine Good Citizen)? Yes No

If yes, please provide details (attach any certifications or proof of training):

Is the animal current on all required immunizations and vaccinations?

Yes No

Does the animal have an ID that indicates it is a therapy animal?

Yes No

I have attached the following documentation:

- Proof of current licensure
- Proof of current vaccinations and immunizations from a licensed veterinarian
- Declaration page indicating adequate liability insurance coverage

I have read and understand the school district's Animal Policy. I will abide by the terms of that Policy. I understand that if the therapy animal is out of control, not housebroken, presents a threat to others in the school, or otherwise interferes with the educational process, the school district may exclude or remove my therapy animal from school district property.

I agree to be responsible for any damage to school property or injury to personnel, students, or others caused by the animal. I agree to indemnify, defend, and hold harmless the school district from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my therapy animal.

Owner Signature

Date

APPROVAL

School Official Signature

Date

Printed Name: _____

Title: _____

Note: This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different therapy animal will be used.

3047 Data Breach Response

I. Preparation

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

A. Data Governance

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

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

B. New Devices and Software

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

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.
2. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that personal information has been or will be used for an unauthorized purpose.
3. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

B. Notification of Affected Individuals

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

C. Notification of Law Enforcement and Outside Organizations

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3048
Communicable Disease

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

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

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

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

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

Confidentiality. The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need-to-know" basis. If it is necessary to inform a person of another's condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure. In addition, any communication about a student's communicable disease shall be consistent with that student's IEP or Section 504 Plan, if any.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3049

Drones and Unmanned Aircraft

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3050 Technology in the Classroom

I. In General

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

II. Devices

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

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

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

III. Applications

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

B. District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal

and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.

C. Staff-Selected Applications.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3051

Opioid Overdose Prevention and Response

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

Subject: Nebraska Naloxone Standing Order Information

Nebraska Naloxone Standing Order Information

Dear Pharmacists,

Opioid overdose deaths are a growing concern in Nebraska. In 2016, 128 people died of a drug overdose and at least 38 of those deaths were opioid related. Nebraska's drug overdose death rate has increased over the last decade – 6.9 overdose deaths for every 100,000 people in 2016 which is up from 3.6 in 2004.

Nebraska DHHS, Division of Public Health, Tom Safranek, MD, has issued a standing order to further facilitate the availability of Naloxone (in accordance with Neb. Rev. Stat. §28-470 and §38-2840). Expanding the availability of naloxone to friends, family and bystanders will increase the likelihood that it will be administered in a timely manner, and prevent death from an opioid overdose.

Details specific to the Naloxone Standing Order are included below in the attached document. Information that will be useful to you to proceed with the standing order for naloxone includes:

Tom Safranek, MD
NP # - 1699867341
301 Centennial Mall South, Lincoln NE 68509
402-471-2937/ 402-471-0550

If you have questions about the Naloxone Standing Order please contact Ashely Newmyer at Ashley.newmyer@nebraska.gov or 402-471-4377.

Nebraska Naloxone Standing Order

Background:

On May 27th 2015, LB 390 was signed into law. This law authorized the expanded access to Naloxone a life-saving drug used to reverse the effects of an opioid overdose. Although the Naloxone statute (Neb. Rev. Stat. §28-470) allows for dispensing Naloxone without a prescription, if a prescription is desired this standing order can be used in its place, pursuant to Neb. Rev. Stat. §38-2840.

Opioid overdose deaths are a growing concern in Nebraska. Since 1999, Nebraska has seen an increase in drug overdose deaths.

Purpose:

This standing order, in accordance with Neb. Rev. Stat. §28-470 and §38-2840, is issued to further facilitate the availability of Naloxone.

Expanding the availability of naloxone to friends, family and bystanders will increase the likelihood that it will be administered in a timely manner, and prevent death from an opioid overdose.

Immunity:

Neb. Rev. Stat §28-470 provides protection from administrative action or criminal prosecution when a pharmacist dispenses naloxone under the following limited circumstances:

- A person who is apparently experiencing or who is likely to experience an opioid-related overdose; or
- A family member, friend, or other person in a position to assist a person who is apparently experiencing or who is likely to experience an opioid-related overdose.
- A family member, friend, or other person who is in a position to assist a person who is apparently experiencing or who is likely to experience an opioid-related overdose, other than an emergency responder or peace officer, is not subject to actions under the Uniform Credentialing Act, administrative action, or criminal prosecution if the person, acting in good faith, obtains naloxone from a health professional or a prescription for naloxone from a health professional and administers the naloxone obtained from the health professional or acquired pursuant to the prescription to a person who is apparently experiencing an opioid-related overdose.

Dispensing Guidelines:

Nasal administration

- Narcan® Nasal Spray (naloxone HCl) 4 mg/0.1ml Nasal Spray
Dispense one (1) box containing two (2) 4 mg/0.1 ml doses of naloxone
Instructions: Spray 0.1 ml into one nostril. Call 911. Repeat with second device into the other nostril after 2-3 minutes if no or minimal response. Monitor the person until professional help arrives.
- Naloxone HCl Solution 1mg/ml in a 2 ml pre-filled Luer-Lock Syringe
Dispense: 2 x 2 ml syringes (4 ml total) with two nasal mucosal atomization devices

Instructions: Spray 1ml (1/2 of syringe) into each nostril. Call 911. Repeat after 2-3 minutes if no or minimal response. Monitor the person until professional help arrives.

Intramuscular (IM) administration

- Evzio® (naloxone HCl injection) 0.4 mg autoinjector
Dispense one box containing two auto-injectors
Inject into outer thigh as directed by the English voice-prompt system. Place black side firmly on outer thigh and depress and hold for 5 seconds. Call 911. Repeat with second device in 2-3 minutes if no or minimal response. Monitor the person until professional help arrives.
- Naloxone HCl 0.4 mg/ml in a 1ml unit dose vial
Dispense: 2 x 1ml unit dose vials and two (2) 3cc syringes with 23-25G 1-1.5 inch needles for intramuscular injection.
Instructions: Inject 1 ml in shoulder or thigh. Call 911. Repeat after 2-3 minutes if no or minimal response. Monitor the person until professional help arrives.

Prices vary widely for the different products and reimbursement practices vary by insurer.

Dispense at least 2 doses of naloxone to an individual. Refills may be dispensed under this standing order.

Signs and symptoms of opioid-related overdose

The following may be signs and symptoms of an individual experiencing an opioid-related overdose:

- A history of current narcotic or opioid use or fentanyl patches on skin or needle in the body.
- Unresponsive or unconscious individuals.
- Not breathing or slow/shallow respirations,
- Snoring or gurgling sounds (due to partial upper airway obstruction).
- Blue lips and/or nail beds.
- Pinpoint pupils.
- Clammy skin.

Note that individuals in cardiac arrest from all causes share many symptoms with someone with a narcotic overdose (unresponsiveness, not breathing, snoring/gurgling sounds, and blue skin/nail beds). If no pulse, these individuals are in cardiac arrest and require CPR.

Adverse reactions :

A. Opioid depression

Abrupt reversal of opioid depression may result in nausea, vomiting, sweating, abnormal heart beat, fluid development in the lungs and opioid acute withdrawal syndrome (see part "B" below), increased blood pressure, shaking, shivering, seizures and hot flashes.

B. Opioid dependence

Abrupt reversal of opioid effects in persons who are physically dependent on opioids may cause an acute withdrawal syndrome.

Acute withdrawal syndrome may include, but not be limited to, the following signs and symptoms: body aches, fever, sweating, runny nose, sneezing, yawning, weakness, shivering or trembling, nervousness, or irritability, diarrhea, nausea or vomiting, abdominal cramps, increased blood pressure, and fast heartbeat.

Reactions resulting from administration of naloxone may appear within minutes of naloxone administration and subside in approximately 2 hours. Additionally, the opioid-related adverse reactions may subside within minutes of naloxone administration; the reactions may reappear in approximately 90 minutes, so it is imperative that the person experiencing an opioid-related overdose receive emergency medical care following naloxone administration.

Most often the symptoms of opioid depression and acute withdrawal syndrome are uncomfortable, but sometimes can be severe enough to require advanced medical attention.

Adverse reactions beyond opioid-related overdose are rare.

Educational Materials:

Educational materials about naloxone can be found at:

<http://dhhs.ne.gov/publichealth/PDM/P/Pages/Naloxone.aspx>

Effective Period for this Order:

This standing order will expire August 10, 2019

 8-10-18

Tom Safranek, M.D.

NPI# 1699867341

301 Centennial Mall South

Nebraska Department of Health and Human Services

Lincoln, NE 68509

(402) 471 – 2937 / (402) 471-0550

NALOXONE ADMINISTRATION PROTOCOL

RECOGNIZE:

Observe individual for signs and symptoms of opioid overdose

Suspected or confirmed opioid overdose consists of:

- Respiratory depression evidenced by slow respirations or no breathing (apnea)
- Unresponsiveness to stimuli (such as calling name, shaking, sternal rub)

Suspicion of opioid overdose can be based on:

- Presenting symptoms
- History
- Report from bystanders
- School nurse or staff prior knowledge of person
- Nearby medications, illicit drugs or drug paraphernalia

Opioid Overdose vs. Opioid High

Opioid High	Opioid Overdose
Relaxed muscles	Pale, clammy skin
Speech slowed, slurred, breathing	Speech infrequent, not breathing, very shallow breathing
Appears sleepy, nodding off	Deep snorting or gurgling
Responds to stimuli	Unresponsive to stimuli (calling name, shaking, sternal rub)
Normal heart beat/pulse	Slowed heart beat/pulse
Normal skin color	Cyanotic skin coloration (blue lips, fingertips)
	Pinpoint pupils

(Adapted from Massachusetts Department of Public Health Opioid Overdose Education and Naloxone Distribution)

RESPOND

Immediately call for help

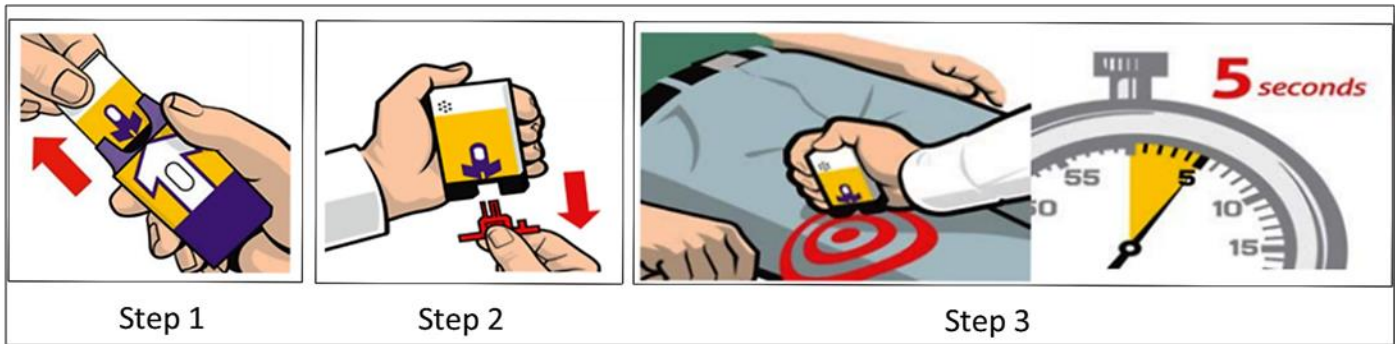
- Call for help- Dial 911.
 - Request Advanced Life Support.
- Assess breathing: Perform rescue breathing if needed.
 - Place the person on their back.
 - Tilt their chin up to open the airway.
 - Check to see if there is anything in their mouth blocking their airway, such as gum, toothpick, undissolved pills, syringe cap, cheeked Fentanyl patch.
 - If present. remove it.
 - If using mask, place and hold mask over mouth and nose.
 - If not using mask, pinch their nose with one hand and place your mouth over their mouth
 - Give 2 even, regular-sized breaths.
 - Blow enough air into their lungs to make their chest rise.
 - If you are using a mask and don't see their chest rise, out of the corner of your eye, tilt the head back more and make sure the seal around the mouth and nose is secure.
 - If you are not using a mask and don't see their chest rise, out of the corner of your eye make sure you're pinching their nose.
 - Breathe again.
 - Give one breath every 5 seconds.

REVERSE

Administer naloxone

Via IV auto injectable (Evzio):

Remove red safety guard when ready to use. Place the black end against the middle of the patient's outer thigh, through clothing (pants, jeans, etc) if necessary, then press firmly and hold in place for 5 seconds. After use, place the auto-injector back into its outer case. Do not replace the **red** safety guard.



(Graphic credit: kaleo, 2016)

- Place person in recovery position (lying on their side).
- Stay with the person until help arrives.
- Seize all illegal and/or non-prescribed opioid narcotics found on victim and process in accordance with school district protocols.

Note: Using naloxone in patients who are opioid dependent may result in severe opioid withdrawal symptoms such as restlessness or irritability, body aches, diarrhea, increased heart rate (tachycardia), fever, runny nose, sneezing, goose bumps (piloerection), sweating, yawning, nausea or vomiting, nervousness, shivering or trembling, abdominal cramps, weakness, and increased blood pressure. **Risk of adverse reaction should not be a deterrent to administration of naloxone.**

REFER

- Have the individual transported to nearest medical facility, even if symptoms seem to get better.
- Contact parent/guardians per school protocol.
- Complete Naloxone Administration Report form.
- Follow up with treatment referral recommendations.

References

- Centers for Disease Control and Prevention. (2012). Community-Based Opioid Overdose Prevention Programs Providing Naloxone — United States, 2010 MMWR February 17, 2012/ 61(06), 101-105. Available at: <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm6106a1.htm>
- Davis, C., Webb, D., Burris, S. (2013). Changing Law from Barrier to Facilitator of Opioid Overdose Prevention. Journal of Law, Medicine & Ethics, 41(Suppl. 1), 33-36.
- Harm Reduction Coalition. (n.d.). Perform Rescue Breathing. Available at: <http://harmreduction.org/issues/overdose-prevention/overview/overdose-basics/responding-to-opioid-overdose/perform-rescue-breathing/>
- Kaleo. (2014) Evzio™ prescribing information. Kaleo, Inc.
- Loimer, N., Hofmann, P., Chaudhry, H.R. (1992). Nasal administration of naloxone for detection of opiate dependence. Journal of Psychiatric Research, 26, 39-43.
- Massachusetts Department of Public Health Opioid Overdose Education and Naloxone Distribution. (n.d.) Opioid Overdose Education and Naloxone Distribution MDPH Naloxone pilot project Core Competencies. Available at: <http://www.mass.gov/eohhs/docs/dph/substance-abuse/core-competencies-for-naloxone-pilot-participants.pdf>

3052 Leasing Personal Property

I. Leases of Personal Property by the District

A. Applicability of this policy.

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

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

B. General Leasing Policy

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

C. Leasing Procedures

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

D. Relations with Vendors

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

II. Lease of District-Owned Personal Property to Others

A. Personal Property Valued at No More Than \$ _____

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than \$ _____ is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than _____ days. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property, provided however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

B. Personal Property Valued in Excess of \$ _____

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

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

3053
Nondiscrimination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

Notice of Nondiscrimination

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

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail: _____

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

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

3054
Law Enforcement Unit

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3055 School Resource Officers

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

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

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

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

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

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

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

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

Filing and Posting the MOU. The superintendent shall provide a copy of any initial MOU entered into under this policy to the Nebraska Department of Education (Department) or post a copy on the school district's

website within three months of its adoption. The superintendent shall thereafter file any changes to the MOU with the Department or post it on the school district's website no later than January 1st of each year.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3056 Guest Speakers

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

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

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

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

Request Consideration. The administrator(s) must research the guest speaker and determine that the speaker's message complies with the school district's policies and fundamental values. If it does not comply,

the administrator will reject the request. If it does comply, the administrator shall then consider the following factors when approving or denying the request:

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

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

Controversial Issues. If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will still be of benefit to the students, (1) the employee and administrator will work with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least 7 days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

**Guest Speaker Request Form
Assembly**

Teacher/Sponsor: _____

Date: _____

Proposed Date and Time: _____

Speaker: _____

Speaker Affiliation: _____

Purpose and Message of Presentation: _____

Speaker Qualifications: _____

I have read school district policy regarding guest speakers and have complied or will comply with all of its requirements.

Teacher

Date

Superintendent

Date

Approved: _____

Denied: _____

Reason: _____

**Guest Speaker Request Form
Classroom or School-Sponsored Activity**

Teacher/Sponsor: _____

Date: _____

Class/Activity: _____

Proposed Date and Time: _____

Speaker: _____

Speaker Affiliation: _____

Purpose and Message of Presentation: _____

Speaker Qualifications: _____

I have read school district policy regarding guest speakers and have complied or will comply with all of its requirements.

Teacher

Date

Principal

Date

Approved: _____

Denied: _____

Reason: _____

3057
Title IX Policy

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

1. Title IX Coordinator

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

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

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

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

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the

district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

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

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

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

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

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

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

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

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

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

- 2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- 2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
 - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 2.6.4.2.1. The length of the relationship.
 - 2.6.4.2.2. The type of relationship.
 - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies,

or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

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

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

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

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

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

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

- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

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

4. **Response to Sexual Harassment**

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

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

4.3. **Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate

threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

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

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

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

5.1. **General Requirements.**

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

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

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

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

- 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
- 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
 - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
 - 5.1.4.2.2. The scope of the district's education program or activity;
 - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in

conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

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

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

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

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

5.3. **Dismissal of Formal Complaint.**

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

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

- 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.
- 5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:
- 5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
 - 5.3.3.2. The respondent is no longer enrolled in or employed by the district; or
 - 5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.
- 5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

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

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

- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use

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

- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and
- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

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

5.7. **Determination Regarding Responsibility**

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

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

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

5.7.2.3. Findings of fact supporting the determination;

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

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

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

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the

district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

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

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

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

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

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

5.8.3. As to all appeals, the district will:

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

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

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

- 5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 5.8.3.6. Provide the written decision simultaneously to both parties.

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

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

5.10. **Recordkeeping.**

- 5.10.1. The district will maintain for a period of seven years records of:
 - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to

restore or preserve equal access to the district's education program or activity;

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

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

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

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

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

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

- 7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.
- 7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.
- 7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.
8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.
- 8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.
- 8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.
9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.
10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).
- 10.1. **Specific Circumstances.**
- 10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

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

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

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

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

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



Houghton Mifflin Harcourt

Proposal

Prepared For

Loup City School District 1

Attention:

Teresa Walters

teresa.walters@lcpublic.org

For the Purchase of:

Science Dimensions K-12

Prepared By

Deborah Queen

deborah.queen@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

Attention:
Teresa Walters
teresa.walters@lcpublic.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
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k12orders@hnhco.com

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Proposal for Loup City School District 1

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade K					
Student Print & Digital Licenses					
9780358412106	Science Dimensions Student License Print/Digital 6 Year Grade K Includes: Student Edition Interactive Worktext 6 Year Print Grade K Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	22	\$1,848.00	
Total for Student Print & Digital Licenses				\$1,848.00	
Teacher Digital Licenses					
9780358553922	2018 Science Dimensions Teacher License Digital 6 Year Digital Grades K-5 Includes: Science Dimensions Digital Teacher Resources 6 Year Grades K-5 Access to Teacher's Corner	\$1,100.00			2
Total for Teacher Digital Licenses				\$0.00	
A la Carte Items Available for Purchase					
Teacher Materials					
9780544713352	2018 Science Dimensions Teacher Edition Grade K	\$138.45	2	\$276.90	
9780544713345	Science Dimensions Assessment Guide Grade K	\$19.15	2	\$38.30	
Total for A la Carte Items Available for Purchase				\$315.20	
<u>Total for Grade K</u>				\$2,163.20	

Attention:
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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 1					
Student Print & Digital Licenses					
9780358412113	Science Dimensions Student License Print/Digital 6 Year Grade 1 Includes: Student Edition Interactive Worktext 6 Year Print Grade 1 Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	22	\$1,848.00	
Total for Student Print & Digital Licenses		\$1,848.00			
Teacher Digital Licenses					
9780358553922	2018 Science Dimensions Teacher License Digital 6 Year Digital Grades K-5 Includes: Science Dimensions Digital Teacher Resources 6 Year Grades K-5 Access to Teacher's Corner	\$1,100.00			2
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
9780544713369	2018 Science Dimensions Teacher Edition Grade 1	\$143.20	2	\$286.40	
9780544713291	Science Dimensions Assessment Guide Grade 1	\$19.80	2	\$39.60	
Total for A la Carte Items Available for Purchase		\$326.00			
<u>Total for Grade 1</u>		\$2,174.00			

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 2					
Student Print & Digital Licenses					
9780358412120	Science Dimensions Student License Print/Digital 6 Year Grade 2 Includes: Student Edition Interactive Worktext 6 Year Print Grade 2 Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	22	\$1,848.00	
Total for Student Print & Digital Licenses		\$1,848.00			
Teacher Digital Licenses					
9780358553922	2018 Science Dimensions Teacher License Digital 6 Year Digital Grades K-5 Includes: Science Dimensions Digital Teacher Resources 6 Year Grades K-5 Access to Teacher's Corner	\$1,100.00			2
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
9780544713376	2018 Science Dimensions Teacher Edition Grade 2	\$143.20	2	\$286.40	
9780544713307	Science Dimensions Assessment Guide Grade 2	\$19.80	2	\$39.60	
Total for A la Carte Items Available for Purchase		\$326.00			
<u>Total for Grade 2</u>		\$2,174.00			

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 3					
Student Print & Digital Licenses					
9780358412137	Science Dimensions Student License Print/Digital 6 Year Grade 3 Includes: Student Edition Interactive Worktext 6 Year Print Grade 3 Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	22	\$1,848.00	
Total for Student Print & Digital Licenses		\$1,848.00			
Teacher Digital Licenses					
9780358553922	2018 Science Dimensions Teacher License Digital 6 Year Digital Grades K-5 Includes: Science Dimensions Digital Teacher Resources 6 Year Grades K-5 Access to Teacher's Corner	\$1,100.00			2
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
9780544713383	2018 Science Dimensions Teacher Edition Grade 3	\$146.00	2	\$292.00	
9780544713314	Science Dimensions Assessment Guide Grade 3	\$20.20	2	\$40.40	
Total for A la Carte Items Available for Purchase		\$332.40			
<u>Total for Grade 3</u>		\$2,180.40			

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 4					
Student Print & Digital Licenses					
9780358412144	Science Dimensions Student License Print/Digital 6 Year Grade 4 Includes: Student Edition Interactive Worktext 6 Year Print Grade 4 Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	26	\$2,184.00	
Total for Student Print & Digital Licenses		\$2,184.00			
Teacher Digital Licenses					
9780358553922	2018 Science Dimensions Teacher License Digital 6 Year Digital Grades K-5 Includes: Science Dimensions Digital Teacher Resources 6 Year Grades K-5 Access to Teacher's Corner	\$1,100.00			1
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
9780544713390	2018 Science Dimensions Teacher Edition Grade 4	\$146.00	1	\$146.00	
9780544713321	Science Dimensions Assessment Guide Grade 4	\$20.20	1	\$20.20	
Total for A la Carte Items Available for Purchase		\$166.20			
<u>Total for Grade 4</u>		\$2,350.20			

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 5					
Student Print & Digital Licenses					
9780358412151	Science Dimensions Student License Print/Digital 6 Year Grade 5 Includes: Student Edition Interactive Worktext 6 Year Print Grade 5 Digital Student Resources 6 Year Digital Grades K-5 Implementation Success	\$84.00	26	\$2,184.00	
Total for Student Print & Digital Licenses		\$2,184.00			
Teacher Digital Licenses					
9780358553922	2018 Science Dimensions Teacher License Digital 6 Year Digital Grades K-5 Includes: Science Dimensions Digital Teacher Resources 6 Year Grades K-5 Access to Teacher's Corner	\$1,100.00			1
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
9780544713406	2018 Science Dimensions Teacher Edition Grade 5	\$140.60	1	\$140.60	
9780544713338	Science Dimensions Assessment Guide Grade 5	\$19.45	1	\$19.45	
Total for A la Carte Items Available for Purchase		\$160.05			
<u>Total for Grade 5</u>		\$2,344.05			

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grades 6-8					
Student Digital Licenses					
9780358410409	Science Dimensions Student License Digital 6 Year Modules A- L Includes: Digital Student Resource Modules A-L 6 Year Grades 6-8 Implementation Success	\$90.00	78	\$7,020.00	
Total for Student Digital Licenses		\$7,020.00			
Teacher Digital Licenses					
9780358554042	2018 Science Dimensions Teacher License Digital 6 Year Digital Module A- L Includes: Science Dimensions Digital Teacher Resources 6 Year Modules A- L Access to Teacher's Corner	\$1,100.00			3
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
9780544877993	2018 Science Dimensions Teacher Edition Module A Grades 6-8 Engineering and Science	\$31.00	1	\$31.00	
9780544878013	2018 Science Dimensions Teacher Edition Module B Grades 6-8 Cells and Heredity	\$31.00	1	\$31.00	
9780544878020	2018 Science Dimensions Teacher Edition Module C Grades 6-8 Ecology and the Environment	\$31.00	1	\$31.00	
9780544878037	2018 Science Dimensions Teacher Edition Module D Grades 6-8 The Diversity of Living Things	\$31.00	1	\$31.00	
9780544878044	2018 Science Dimensions Teacher Edition Module E Grades 6-8 Earth's Water and Atmosphere	\$31.00	1	\$31.00	
9780544878051	2018 Science Dimensions Teacher Edition Module F Grades 6-8 Geologic Processes and History	\$31.00	1	\$31.00	
9780544878068	2018 Science Dimensions Teacher Edition Module G Grades 6-8 Earth and Human Activity	\$31.00	1	\$31.00	
9780544881990	2018 Science Dimensions Teacher Edition Module H Grades 6-8 Space Science	\$31.00	1	\$31.00	
9780544882041	2018 Science Dimensions Teacher Edition Module I Grades 6-8 Energy and Energy Transfer	\$31.00	1	\$31.00	
9780544882058	2018 Science Dimensions Teacher Edition Module J Grades 6-8 Chemistry	\$31.00	1	\$31.00	
9780544882904	2018 Science Dimensions Teacher Edition Module K Grades 6-8 Forces, Motion, and Fields	\$31.00	1	\$31.00	
9780544882911	2018 Science Dimensions Teacher Edition Module L Grades 6-8 Waves and Their Applications	\$31.00	1	\$31.00	
9780544882928	Science Dimensions Assessment Guide Module A Grades 6-8 Engineering and Science	\$17.80	1	\$17.80	
9780544882935	Science Dimensions Assessment Guide Module B Grades 6-8 Cells and Heredity	\$17.80	1	\$17.80	

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9780544882942	Science Dimensions Assessment Guide Module C Grades 6-8 Ecology and the Environment	\$17.80	1	\$17.80	
9780544882959	Science Dimensions Assessment Guide Module D Grades 6-8 The Diversity of Living Things	\$17.80	1	\$17.80	
9780544882966	Science Dimensions Assessment Guide Module E Grades 6-8 Earth's Water and Atmosphere	\$17.80	1	\$17.80	
9780544882973	Science Dimensions Assessment Guide Module F Grades 6-8 Geologic Processes and History	\$17.80	1	\$17.80	
9780544882980	Science Dimensions Assessment Guide Module G Grades 6-8 Earth and Human Activity	\$17.80	1	\$17.80	
9780544882997	Science Dimensions Assessment Guide Module H Grades 6-8 Space Science	\$17.80	1	\$17.80	
9780544883000	Science Dimensions Assessment Guide Module I Grades 6-8 Energy and Energy Transfer	\$17.80	1	\$17.80	
9780544883017	Science Dimensions Assessment Guide Module J Grades 6-8 Chemistry	\$17.80	1	\$17.80	
9780544883024	Science Dimensions Assessment Guide Module K Grades 6-8 Forces, Motion, and Fields	\$17.80	1	\$17.80	
9780544883031	Science Dimensions Assessment Guide Module L Grades 6-8 Waves and Their Applications	\$17.80	1	\$17.80	
Student Materials					
9781328701077	2018 Science Dimensions Student Edition Module A 6 Year Print Grades 6-8 Engineering and Science	\$20.70	26	\$538.20	
9781328701084	2018 Science Dimensions Student Edition Module B 6 Year Print Grades 6-8 Cells and Heredity	\$20.70	26	\$538.20	
9781328701091	2018 Science Dimensions Student Edition Module C 6 Year Print Grades 6-8 Ecology and the Environment	\$20.70	26	\$538.20	
9781328701107	2018 Science Dimensions Student Edition Module D 6 Year Print Grades 6-8 The Diversity of Living Things	\$20.70	26	\$538.20	
9781328701114	2018 Science Dimensions Student Edition Module E 6 Year Print Grades 6-8 Earth's Water and Atmosphere	\$20.70	26	\$538.20	
9781328701121	2018 Science Dimensions Student Edition Module F 6 Year Print Grades 6-8 Geologic Processes and History	\$20.70	26	\$538.20	
9781328701138	2018 Science Dimensions Student Edition Module G 6 Year Print Grades 6-8 Earth and Human Activity	\$20.70	26	\$538.20	
9781328701145	2018 Science Dimensions Student Edition Module H 6 Year Print Grades 6-8 Space Science	\$20.70	26	\$538.20	
9781328701152	2018 Science Dimensions Student Edition Module I 6 Year Print Grades 6-8 Energy and Energy Transfer	\$20.70	26	\$538.20	
9781328701169	2018 Science Dimensions Student Edition Module J 6 Year Print Grades 6-8 Chemistry	\$20.70	26	\$538.20	
9781328701176	2018 Science Dimensions Student Edition Module K 6 Year Print Grades 6-8 Forces, Motion, and Fields	\$20.70	26	\$538.20	
9781328701183	2018 Science Dimensions Student Edition Module L 6 Year Print Grades 6-8 Waves and Their Applications	\$20.70	26	\$538.20	

Attention:
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teresa.walters@lcpbpublic.org

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Total for A la Carte Items Available for Purchase		\$7,044.00			
Total for Grades 6-8		\$14,064.00			

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Physics					
Student Print & Digital Licenses					
9780358403012	Science Dimensions Physics Student License Print/Digital 6 Year Includes: Student Edition 6 Year Print Grades 9-12 Digital Student Resources 6 Year Digital Grades 9-12 Implementation Success	\$132.00	31	\$4,092.00	
Total for Student Print & Digital Licenses		\$4,092.00			
Teacher Digital Licenses					
9780358554585	2020 Science Dimensions Physics Teacher License Digital 6 Year Digital Includes: Science Dimensions Physics Digital Teacher Resource 6 Year Access to Teacher's Corner	\$1,100.00			1
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
9780544980075	2020 HMH Science Dimensions Physics Teacher Edition	\$250.00	1	\$250.00	
Total for A la Carte Items Available for Purchase		\$250.00			
<u>Total for Physics</u>		\$4,342.00			

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<u>Biology</u>					
Student Digital Licenses					
9780358399490	Science Dimensions Biology Student License Digital 6 Year Includes: Digital Student Resources 6 Year Digital Grades 9-12 Implementation Success	\$90.00	31	\$2,790.00	
Total for Student Digital Licenses				\$2,790.00	
Teacher Digital Licenses					
978035854349	2018 Science Dimensions Biology Teacher License Digital 6 Year Digital Includes: Science Dimensions Biology Digital Teacher Resource 6 Year Access to Teacher's Corner	\$1,100.00			1
Total for Teacher Digital Licenses				\$0.00	
A la Carte Items Available for Purchase					
Teacher Materials					
9780544980051	2018 Science Dimensions Biology Teacher Edition	\$250.00	1	\$250.00	
Student Materials					
9780544861787	2018 Science Dimensions Biology Student Edition	\$44.80	31	\$1,388.80	
Total for A la Carte Items Available for Purchase				\$1,638.80	
<u>Total for Biology</u>				\$4,428.80	

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Chemistry					
Student Print & Digital Licenses					
9780358402985	Science Dimensions Chemistry Student License Print/Digital 6 Year Includes: Student Edition 6 Year Print Grades 9-12 Digital Student Resources 6 Year Digital Grades 9-12 Implementation Success	\$132.00	31	\$4,092.00	
Total for Student Print & Digital Licenses				\$4,092.00	
Teacher Digital Licenses					
978035854462	2020 Science Dimensions Chemistry Teacher License Digital 6 Year Digital Includes: Science Dimensions Chemistry Digital Teacher Resource 6 Year Access to Teacher's Corner	\$1,100.00			1
Total for Teacher Digital Licenses				\$0.00	
A la Carte Items Available for Purchase					
Teacher Materials					
9780544980068	2020 HMH Science Dimensions Chemistry Teacher Edition	\$250.00	1	\$250.00	
Total for A la Carte Items Available for Purchase				\$250.00	
<u>Total for Chemistry</u>				\$4,342.00	

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<u>Professional Services</u>					
Year 1 Implementation Success Plan					
9780358265344	2018 Science Dimensions Follow-Up 1-Hour Webinar Session Grade 6-8 To strengthen program implementation an HMH Services team member will work with you to choose from key Science Dimensions instructional topics to create a personalized Follow-Up online session.		1		
<u>Total for Professional Services</u>		\$ 0.00			

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**Proposal for
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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<u>Professional Services</u>					
Year 1 Implementation Success Plan					
9780358265313	2018 Science Dimensions Follow-Up 1-Hour Webinar Session Grade K-5 To strengthen program implementation an HMH Services team member will work with you to choose from key Science Dimensions instructional topics to create a personalized Follow-Up online session.		2		
Year 2 Implementation Success Plan					
9780358265313	2018 Science Dimensions Follow-Up 1-Hour Webinar Session Grade K-5 To strengthen program implementation an HMH Services team member will work with you to choose from key Science Dimensions instructional topics to create a personalized Follow-Up online session.		1		
<u>Total for Professional Services</u>				\$ 0.00	

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<i>Subtotal Purchase Amount:</i>	\$40,562.65
<i>Shipping & Handling:</i>	\$1,537.63

Total Cost of Proposal (PO Amount):	\$42,100.28
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Total Cost of Proposal (PO Amount): \$42,100.28

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- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Loup City School District 1	Loup City School District 1

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

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Date of Proposal: 10/13/2020

Proposal Expiration Date: 11/30/2020



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Attention:
Teresa Walters
teresa.walters@lcpublic.org

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Proposal

Prepared For

Loup City School District 1

Attention:

Angela Simpson

angela.simpson@lcpublic.org

For the Purchase of:

Science Dimensions K-12 Equipment Kits K-8

Prepared By

Deborah Queen

deborah.queen@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

Attention:
Angela Simpson
angela.simpson@lcpublic.org

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**Proposal for
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ISBN	Title	Price	Quantity	Value of All Materials
Grade K				
A la Carte Items Available for Purchase				
Teacher Materials				
1705486 9781328949349	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade K	\$780.95	1	\$780.95
1445262 9780547519722	HMH Science Safety Kit Grades K-8	\$538.25	1	\$538.25
Total for A la Carte Items Available for Purchase				
Total for Grade K		\$1,319.20		

Attention:
Angela Simpson
angela.simpson@lcpublic.org

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Loup City School District 1

ISBN	Title	Price	Quantity	Value of All Materials
Grade 1				
A la Carte Items Available for Purchase				
Teacher Materials				
1705487 9781328949356	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade 1	\$893.35	1	\$893.35
1445262 9780547519722	HMH Science Safety Kit Grades K-8	\$538.25	1	\$538.25
Total for A la Carte Items Available for Purchase				
Total for Grade 1		\$1,431.60		

Attention:
 Angela Simpson
 angela.simpson@lcpublic.org

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ISBN	Title	Price	Quantity	Value of All Materials
Grade 2				
A la Carte Items Available for Purchase				
Teacher Materials				
1705488 9781328949363	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade 2	\$1,058.85	1	\$1,058.85
1445262 9780547519722	HMH Science Safety Kit Grades K-8	\$538.25	1	\$538.25
Total for A la Carte Items Available for Purchase				
Total for Grade 2		\$1,597.10		

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**Proposal for
Loup City School District 1**

ISBN	Title	Price	Quantity	Value of All Materials
Grade 3				
A la Carte Items Available for Purchase				
Teacher Materials				
1705489 9781328949370	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade 3	\$1,330.40	1	\$1,330.40
1445262 9780547519722	HMH Science Safety Kit Grades K-8	\$538.25	1	\$538.25
Total for A la Carte Items Available for Purchase				
Total for Grade 3		\$1,868.65		

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**Proposal for
Loup City School District 1**

ISBN	Title	Price	Quantity	Value of All Materials
Grade 4				
A la Carte Items Available for Purchase				
Teacher Materials				
1705490 9781328949387	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade 4	\$1,753.05	1	\$1,753.05
1445262 9780547519722	HMH Science Safety Kit Grades K-8	\$538.25	1	\$538.25
Total for A la Carte Items Available for Purchase				
Total for Grade 4		\$2,291.30		

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**Proposal for
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ISBN	Title	Price	Quantity	Value of All Materials
Grade 5				
A la Carte Items Available for Purchase				
Teacher Materials				
1705491 9781328949394	2018 Science Dimensions Grade Level Equipment & Replacement Bundle 6 Year Subscription Grade 5	\$1,635.60	1	\$1,635.60
1445262 9780547519722	HMH Science Safety Kit Grades K-8	\$538.25	1	\$538.25
Total for A la Carte Items Available for Purchase				
Total for Grade 5		\$2,173.85		

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Proposal for Loup City School District 1

ISBN	Title	Price	Quantity	Value of All Materials
Grades 6-8				
A la Carte Items Available for Purchase				
Teacher Materials				
1445262	9780547519722 HMH Science Safety Kit Grades K-8	\$538.25	1	\$538.25
1705492	9781328949400 2018 Science Dimensions Manipulative Consumable Kit Module A 6 Year Grades 6-8	\$439.65	1	\$439.65
1705493	9781328949417 2018 Science Dimensions Manipulative Consumable Kit Module B 6 Year Grades 6-8	\$624.75	1	\$624.75
1705494	9781328949424 2018 Science Dimensions Manipulative Consumable Kit Module C 6 Year Grades 6-8	\$737.40	1	\$737.40
1705495	9781328949431 2018 Science Dimensions Manipulative Consumable Kit Module D 6 Year Grades 6-8	\$264.60	1	\$264.60
1705496	9781328949448 2018 Science Dimensions Manipulative Consumable Kit Module E 6 Year Grades 6-8	\$204.25	1	\$204.25
1705497	9781328949455 2018 Science Dimensions Manipulative Consumable Kit Module F 6 Year Grades 6-8	\$471.20	1	\$471.20
1705498	9781328949462 2018 Science Dimensions Manipulative Consumable Kit Module G 6 Year Grades 6-8	\$680.20	1	\$680.20
1705499	9781328949479 2018 Science Dimensions Manipulative Consumable Kit Module H 6 Year Grades 6-8	\$578.00	1	\$578.00
1705500	9781328949486 2018 Science Dimensions Manipulative Consumable Kit Module I 6 Year Grades 6-8	\$611.60	1	\$611.60
1705501	9781328949493 2018 Science Dimensions Manipulative Consumable Kit Module J 6 Year Grades 6-8	\$761.40	1	\$761.40
1705502	9781328949509 2018 Science Dimensions Manipulative Consumable Kit Module K 6 Year Grades 6-8	\$724.95	1	\$724.95
1705503	9781328949516 2018 Science Dimensions Manipulative Consumable Kit Module L 6 Year Grades 6-8	\$451.80	1	\$451.80
1693596	9781328853790 Science Dimensions Manipulative Nonconsumable Module A Grades 6-8	\$135.25	1	\$135.25
1693598	9781328853813 Science Dimensions Manipulative Nonconsumable Module B Grades 6-8	\$210.75	1	\$210.75
1697810	9781328879875 Science Dimensions Manipulative Nonconsumable Module C Grades 6-8	\$278.60	1	\$278.60
1697811	9781328879882 Science Dimensions Manipulative Nonconsumable Module D Grades 6-8	\$113.75	1	\$113.75
1697812	9781328879899 Science Dimensions Manipulative Nonconsumable Module E Grades 6-8	\$332.25	1	\$332.25
1693600	9781328853837 Science Dimensions Manipulative Nonconsumable Module F Grades 6-8	\$263.20	1	\$263.20
1697813	9781328879905 Science Dimensions Manipulative Nonconsumable Module G Grades 6-8	\$317.75	1	\$317.75
1697814	9781328879912 Science Dimensions Manipulative Nonconsumable Module H Grades 6-8	\$285.95	1	\$285.95

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ISBN		Title	Price	Quantity	Value of All Materials
1697815	9781328879929	Science Dimensions Manipulative Nonconsumable Module I Grades 6-8	\$685.05	1	\$685.05
1697816	9781328881502	Science Dimensions Manipulative Nonconsumable Module J Grades 6-8	\$299.90	1	\$299.90
1697817	9781328881519	Science Dimensions Manipulative Nonconsumable Module K Grades 6-8	\$551.00	1	\$551.00
1693602	9781328853851	Science Dimensions Manipulative Nonconsumable Module L Grades 6-8	\$171.35	1	\$171.35

Total for A la Carte Items Available for Purchase

Total for Grades 6-8

\$10,732.85

Attention:
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Proposal for
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ISBN

Title

Price

Quantity

Value of All
Materials

Subtotal Purchase Amount:

\$21,414.55

Shipping & Handling:

\$1,070.73

Total Cost of Proposal (PO Amount):

\$22,485.28

****Please add proper sales tax to your order****

Attention:
Angela Simpson
angela.simpson@lcpublic.org

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Total Cost of Proposal (PO Amount): \$22,485.28

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Loup City School District 1	Loup City School District 1
Loup City, NE 68853-0628	Loup City, NE 68853-0628
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
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Date of Proposal: 11/19/2020

Proposal Expiration Date: 1/3/2021



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Elementary Principal School Board Report Outline

December, 2020

Roger Reikofski, Elementary Principal

Exciting happenings this past month:

Students will wrap up the school year with classroom based activities. PTO Cookie Dough distribution will be on Wednesday. Information on this was sent home with students and included in my Monday Email information. Candy Cane Lane will be occurring again, with extra precautions and adherence to DHMs in place.

Instructional Focus for the next month:

Our MTSS Team will meet and analyze data to determine best courses of action for all students and the school. This group is meeting Thursday this week, during their lunch time.

What our data tells us this month:

The number of students who will be on IRIPs will drop. Do not know by exactly how many as we have several students who still need to take the test. Even if all would qualify for an IRIP the number will be lower.

Also I calculated some preliminary NWEA MAP test data and found that the number of students that improved on assessments was 78% for the K-6. Meaning, on average, almost 8-10 improved. For K-3 the percentage improving is 89% and for 4-6 the percentage improving is 70%. This is across all areas, Math, Reading, Language Arts, and Science Assessments. If we focus on just Math the numbers improving are: K-6 85%, K-3 94% and 4-6 73%. In Reading K-6 77% improved, K-3 85% and 4-6 73%. Our interventionists will have more detailed data for you at their January Board Report. Again this is preliminary data as several students have missed one or more assessments. The Aimsweb+ data is looking very similar.

What are some major events for the next month:

We are looking forward to the start of the second semester. Using all the data and experiences gained in the first semester to continue providing the best education possible for our students.

Secondary Principal Report November 2020

Exciting happenings:

- On Saturday, December 5th we hosted the C2-4 district play production contest. 7 schools competed throughout the day. The Red Raiders finished 1st, and earned a trip to the state tournament. At state, the Raiders performed well and earned place honors.
- Senior Lindsi Loos was named the winner of the American Legion Post "Voice of Democracy" contest. Her essay will now move on to the district competition.

Instructional Focus:

- Winter MAP testing went very well. We are still finishing up some makeup tests. I will be able to share some data at next month's meeting.
- Last month I had a request for CCC data for this semester. We officially had 13 students enrolled in 17 courses this fall. Courses students are taking include Mr. Obermiller's Biology class, Sociology, English, History, and Speech. Next semester we will be adding Mrs. Curlo's Beginning Spanish class to the list.

What our data tells us this month:

- Attendance data for November: 94.5%
- IXL Data: To date students in K-12 have answered 300,000 questions and counting.

What are some major events for the next month:

- Winter activities are underway. JH seasons have been completed.
- Last day of school this semester is Dec. 22nd.