



**HASTINGS  
PUBLIC SCHOOLS**

Assuring the essential.  
Expanding the possible.

## **Work Session**

Thursday, December 11, 2025 @ 6:00 PM Central  
Board Room at HPS District Offices, 1515 W 8th St, Hastings, NE 68901

1. Roll Call -

2. Announcement - Becky Sullivan -

3. Welcome to HEA reps and guests - Becky Sullivan -

4. Annual Auditor's report - Dr. Christopher Prosocki & Kyle Overturf -

5. Review Board Norms/Goal - Becky Sullivan -

6. Board Report - Becky Sullivan -

7. Reminder to declare if running for President, Vice-President, or Secretary/Treasurer and Election Deadlines - Becky Sullivan -

8. SUPERINTENDENT'S REPORT - Dr. Christopher Prosocki -

8.1. Financial Literacy Act Report for the 2024-2025 School Year - Kristen Slechta -

8.2. AQuESTT Report for the 2024-2025 School Year - Kristen Slechta -

9. Policy Review: 3000 Series Policies -

10. Consider approval of HVAC bid for Alcott Elementary project — Lawrence Tunks -

11. Consider approval of revised Administrator contracts - Dr. Christopher Prososki -

12. Consider approval of additional 1.0 FTE Elementary Teacher position - Dr. Thomas Szlanda -

13. Consider approval of student travel requests - Kristen Slechta -

14. \*Consent Agenda - Dr. Thomas Szlanda -

15. OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan -

16. Reminders - Becky Sullivan -

17. Executive Session - Becky Sullivan -

18. The Board of Education returns to Open Session - Becky Sullivan -

19. Adjournment - Becky Sullivan -

**\*Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

**\*\*Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

**\*\*\*Action Item:** The board reserves the right to take action on an item listed on the board agenda.

Students, staff, families and community will collaborate to maximize readiness for our student's college/career and citizenship. We will increase the rigor and relevance of each student's learning experience while meeting their academic and well-being needs.

# Hastings Public Schools

## Board of Education Norms

We will work to achieve consensus while valuing differences of opinion both within our Board and when considering the input of others.

We will conduct meetings and business in a manner that is fair and professional.

We will strive to ensure our decisions are congruent with the mission, vision, and strategic plan for the District.

Each member will be committed to the School Board process by attending meetings, being on time, coming prepared, adhering to the agenda (the President of the Board may adjust the order of the agenda to allow the fullest participation of the available members of the Board upon the request of a Board Member), *referencing Robert's Rules of Order*, and participating to their full potential.

We will gather the necessary data; seek expertise from within and outside of our District; and attempt to hear from any parent, student, or other community member in order to make wise decisions that reflect all stakeholders.

We will regularly and intentionally communicate with one another, the administration, faculty, staff, students, community, and the press to ensure information is shared openly and in a relevant, timely and appropriate manner.

We will also maintain confidentiality when necessary.

We will serve as advocates for K-12 public education within our community, as well as within the state of Nebraska.

We will recognize that, as community leaders, we will adhere to the character standards that are the core of our school: respect, responsibility, compassion, and honesty.

***Our collective and fundamental purpose is to assure all students acquire the knowledge, skills, and behaviors essential to be successful individuals and responsible citizens.***

12/9/25

Please consider this my notification of intent to run for president of the Hastings Public School Board for 2026.

Respectfully,

Becky Sullivan

December 11, 2025

Please consider this my notification of intent to run for Vice-President of the Hastings Public Schools Board of Education for 2026.

Respectfully,

Jodi Graves

**HASTINGS BOARD OF EDUCATION**

**CLAIMS COMMITTEE**

**2026**

Two board members constitute this committee which meets each month for the purpose of reviewing and approving lists of claims for expenditures the third Monday of each month. Membership rotates each month. Those members on the Claims Committee for that month are welcome to attend the Agenda meeting on the Tuesday before the work session.

**JANUARY**

Chris Shade  
Stacie Widhelm

**FEBRUARY**

Sharon Brooks  
Andrew McCarty

**MARCH**

Jodi Graves  
Erick Espinoza

**APRIL**

Jim Boeve  
Tamisha Rose-Osgood

**MAY**

Sharon Brooks  
Stacie Widhelm

**JUNE**

Chris Shade  
Tamisha Rose-Osgood

**JULY**

Jodi Graves  
Tamisha Rose-Osgood

**AUGUST**

Jim Boeve  
Andrew McCarty

**SEPTEMBER**

Chris Shade  
Erick Espinoza

**OCTOBER**

Jodi Graves  
Andrew McCarty

**NOVEMBER**

Jim Boeve  
Stacie Widhelm

**DECEMBER**

Sharon Brooks  
Erick Espinoza

***K-12 Financial Literacy Act Report  
Hastings Public Schools  
2024-2025***



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1515 West 8<sup>th</sup> Street  
Hastings, NE 68901  
Phone: 402.461.7500  
Fax: 402.461.7509

<https://hastingspublicschools.org/>

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.

## ***LB 452 Requirements***

LB 452, signed by the Governor on May 26, 2021, and went into effect August 28, 2021. Nebraska Statute, 79-3004, known as the *Financial Literacy Act*, outlines the requirements for instruction in financial literacy. The law stipulates the following:

- A high school graduation requirement is required for all public schools in financial literacy.
- The class of 2024 must complete a course in personal finance or financial literacy.
- Each public school shall include financial literacy in its K-8 instructional programs as appropriate.
- Each school district must provide an annual financial literacy status report to its school board, including, but not limited to, student progress in financial literacy courses and other district-determined measures of financial literacy progress from the previous year.

### ***K-12 Financial Literacy Curriculum***

#### **Grades K-5 Curriculum:**

Grades K-3 & 5 = *myWorld Interactive* (SAVVAS)

Grade 4 = *The Nebraska Adventure, 2nd edition*

#### **Grades 6-8 Curriculum:**

*American History*

*myWorld Interactive World Geography*

*myWorld Interactive World History*

#### **Grade 9-12 Curriculum:**

*Personal Finance*

*Foundations in Personal Finance (Dave Ramsey)*

### ***HS Course Completion Percentages***

<b>Course</b>	<b>Course Completion Percentages</b>
<i>American History</i>	<b>92%</b>
<i>Foundations in Personal Finance</i>	<b>97%</b>

## **Policy 611.07: Graduation Requirements**

It shall be the policy of the Hastings Public Schools that graduation from high school is the highest achievement expected from students in the Hastings Public Schools. Earning a high school diploma is the culmination of the best efforts of the school and community in preparing young persons for active roles in society.

While Board members, teachers, and administrators will make every effort to assist students in their pursuit of a diploma, diligent effort on the part of each student will be necessary to complete the graduation requirements of the District.

It shall be the policy of the Hastings Public Schools that each Senior High student meets the following minimum requirements for graduation:

1. Earn forty (40) semester hours in English/Language Arts.
2. Earn thirty (30) semester hours in Science.
3. Earn thirty (30) semester hours in Mathematics
4. Earn thirty (30) semester hours in Social Studies.
5. Earn ten (10) semester hours of credit in Physical Education.
6. Earn five (5) semester hours in Speech I/Communication Arts.
7. Earn five (5) semester hours in Personal Finance or Financial Literacy.
8. Earn five (5) semester hours in Information Technology.
9. Students must earn two-hundred and twenty-five (225) semester hours of credit in grades nine, ten, eleven, and twelve. One hundred and seventy-five (175) hours of credit must be earned in courses other than music and physical education.

It shall further be the policy of the Hastings Public Schools that diplomas will be awarded to those students who have successfully completed all graduation requirements or who are verified in special education and have completed their prescribed individual education plan (IEP).

Legal Reference: Neb. Rev. Stat. Sec. 79-729  
Neb. Rev. Stat. Sec. 79-3003  
NDE Rule 10

Cross Reference: 509.05 Graduation/Certificate of Achievement  
604.03 Students With Disabilities

611.05 Grading Guidelines  
 611.08 Early Graduation  
 611.09 Commencement

HASTINGS PUBLIC SCHOOLS

## **Grades K-12**

### **Kindergarten**

<b>Economics</b>	
<b>Economic Decision Making</b>	
SS K.2.1 Differentiate between wants and needs in decision-making.	
SS K.2.1.a Classify wants and needs and explain subsequent choices.	<p><b>SE/TE:</b> Needs and Wants, 63 Lesson 1 Check, 63 Chapter 3 Assessment, 77</p> <p><b>TE only:</b> Differentiated Instruction: Special Needs, Below Level, Advanced</p> <p><b>Digital Resources:</b> Chapter 3&gt;Lesson 1&gt;Lesson Review: Why People Work</p>
<b>Financial Literacy</b>	
SS K.2.2 Recognize money is used to purchase goods and services to satisfy economic wants and needs.	
SS K.2.2.a Explain the purposes of money.	<p><b>SE/TE:</b> Why People Work, 62 Needs and Wants, 63 Our Neighborhood, 98 Critical Thinking Skills: Analyze Costs and Benefits, 64-65 Chapter 3 Assessment, 77</p> <p><b>Digital Resources:</b> Chapter 3&gt;Lesson 1&gt;Lesson Review: Why People Work Chapter 3&gt;Critical Thinking Skills&gt;Skill Activity: Analyze Cost and Benefits</p>

**First Grade**

<b>Economics</b>	
<b>Economic Decision Making</b>	
SS 1.2.1 Explain how scarcity necessitates making choices.	
SS 1.2.1.a Identify gains and losses when choices are made.  <i>For example: tradeoff, opportunity cost</i>	<b>SE/TE:</b> Making Choices, 188-189 Quest Connection, 188 Lesson 1 Check, 189 Critical Thinking Skills: Analyze Costs and Benefits, 204-205 Chapter 6 Assessment, 214 Quest Findings: Write Your Plan, 215  <b>Digital Resources:</b> Chapter 6>Lesson 1>Introduction: Needs, Wants, and Choices; Quest Connection: What Stan Wants; Lesson Review Chapter 6>Critical Thinking Skills: Analyze Costs and Benefits>Skill Activity: Analyze Costs and Benefits Chapter 6>Chapter Closer>Quest Findings: Write Your Plan
<b>Financial Literacy</b>	
SS 1.2.2 Compare spending and saving opportunities.	

<p>SS 1.2.2.a Give examples of situations where students and families could choose to save for future purchases.</p>	<p><b>SE/TE:</b>  Quest Writing Using Sources: Help Stan Make a Money Plan, 184-185  Quest Connection, 202  Saving Money, 203  Lesson 4 Check  Quest Findings: Write Your Plan, 215</p> <p><b>TE only:</b>  Performance Assessment: The Big Question, Writing Activity, 214</p> <p><b>Digital Resources:</b>  Chapter 6&gt;Chapter Opener&gt;Quest Kick Off: Help Stan Make a Money Plan  Chapter 6&gt;Lesson 4&gt;Introduction: We Spend, Budget and Save; Quest Connection: Making a Budget; Lesson Review  Chapter 6&gt;Chapter Closer&gt;Quest Findings: Write Your Plan</p>
<p><b>Exchange and Markets</b></p>	
<p>SS 1.2.3 Explain that resources are used to produce goods and services.</p>	
<p>SS 1.2.3.a Categorize human and natural resources used to create goods and services.</p> <p><i>For example: iron ore (a natural resource) is made into steel, which the factory worker (a human resource) uses to build a bike (a good)</i></p>	<p><i>For opportunities to address this standard please see:</i></p> <p><b>SE/TE:</b>  Goods at Home, 190  Goods in School and the Community, 191  School and Community Services, 192  Quest Connection, 192  Lesson 2 Check, 193</p> <p><b>Digital Resources:</b>  Chapter 6&gt;Lesson 2&gt;Introduction: Goods and Services; Quest Connection: Which Is Which; Lesson Review</p>

**Second Grade**

<b>Economics</b>	
<b>Economic Decision Making</b>	
SS 2.2.1 Evaluate choices about how to use scarce resources that involve prioritizing wants and needs.	
<p>SS 2.2.1.a. Justify a decision made by providing evidence of possible gains and losses.</p> <p><i>For example: tradeoff, opportunity cost, delayed gratification, savings</i></p>	<p><b>SE/TE:</b>            Making Choices, 110            Quest Connection, 110            Lesson 1 Check, 111            Critical Thinking Skills: Analyze Costs and Benefits, 112-113</p> <p><b>Digital Resources:</b>            Chapter 4&gt;Lesson 1&gt;Introduction: Needs, Wants and Choices; Quest Connection: Choose a Fruit; Lesson Review: Needs, Wants, and Choices            Chapter 4&gt;Critical Thinking Skills: Analyze Costs and Benefits&gt;Skill Activity: Analyze Costs and Benefits</p>
<b>Financial Literacy</b>	
SS 2.2.2 Demonstrate knowledge of currency, its denominations, and use.	
<p>SS 2.2.2.a Make transactions using currency emphasizing its use as a medium of exchange.</p> <p><i>For example: via school store, buying pencils, purchases via debit card or Apple pay as a way to make transactions (medium of exchange)</i></p>	<p><i>For opportunities to address this standard please see:</i></p> <p><b>SE/TE:</b>            Jumpstart Activity, 104            Sing About It! What We Buy, 105            Getting What We Need and Want, 109 Who Are Consumers?, 120            Chapter 4 Assessment, 131</p> <p><b>TE only:</b>            Beyond the Classroom, 104b</p> <p><b>Digital Resources:</b>            Chapter 4&gt;Chapter Opener&gt;Sing About It!</p>

	What We Buy
<b>Exchange and Markets</b>	
SS 2.2.3 Describe how producers deliver products/services, earn an income, and satisfy economic needs and wants.	
SS 2.2.3.a. Explain the role of goods and services and supply and demand in a community.  <i>For example: meet wants and needs</i>	<p><b>SE/TE:</b>  Quest Writing Using Sources: Lend a Hand to Farmer Fran, 106-107  Needs and Wants, 108  Getting What We Need and Want, 109 Who Are Consumers?, 120  Quest Findings: Write Your Ad, 133</p> <p><b>Digital Resources:</b>  Chapter 4&gt;Chapter Opener&gt;Video: How do people get what they need?;  Quest Kick Off: Lend a Hand to Farmer Fran  Chapter 4&gt;Lesson 1&gt;Introduction: Needs, Wants and Choices; Lesson Review: Needs, Wants, and Choices  Chapter 4&gt;Lesson 3&gt;Introduction: Producing and Consuming Goods  Chapter 4&gt;Chapter Closer&gt;Quest Findings: Write Your Ad</p>

**Third Grade**

<b>Economics</b>
<b>Economic Decision Making</b>
SS 3.2.1 Explain that people choose and decide what services they ask their local and state government to provide and pay for.

<p>SS 3.2.1.a Identify goods and services funded through state or local taxes.</p> <p><i>For example: snow removal, waste management, law enforcement</i></p>	<p><b>SE/TE:</b>  Jumpstart Activity, 158  Local Government, 161  Quest Connection, 161  State Government, 162  Governments Work Together, 164</p> <p><b>Digital Resources:</b>  Chapter 4&gt;Lesson 3&gt;Introduction: Levels of Government; Quest Connection: Local Government Jobs; Lesson Review: Levels of Government</p>
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**Financial Literacy**

SS 3.2.2 Evaluate choices and consequences for spending and saving.

<p>SS 3.2.2.a Given a budget, make choices as to what to purchase, what to give up, and what to save.</p>	<p><i>For opportunities to address this standard please see:</i></p> <p><b>SE/TE:</b>  Jumpstart Activity, 64  Why We Have to Choose, 65  Making Choices, 68-69  Critical Thinking Skills: Analyze Costs and Benefits, 70-71  Chapter 2 Assessment, 81</p> <p><b>TE only:</b>  Support for English Language Learners, 64-65</p> <p><b>Digital Resources:</b>  Chapter 2&gt;Lesson 3&gt;Introduction: Economic Choices; Lesson Review: Economic Choices Chapter 2&gt;Critical Thinking Skills: Analyze Costs and Benefits; Skill Activity: Analyze Costs and Benefits</p>
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**Exchange and Markets**

SS 3.2.3 Explain that markets are places where buyers and sellers exchange goods and

services.	
SS 3.2.3.a Indicate various markets where buyers and sellers meet.  <i>For example: grocery store, buy things online, mall, fast food places</i>	<b>SE/TE:</b> Producing and Buying Local Goods, 50-51  <b>Digital Resources:</b> Chapter 2>Chapter Opener>Video: Field Trip: Farmers Market
<b>National Economy</b>	
SS 3.2.4 Describe how the local community trades with other communities.	
SS 3.2.4.a Identify local goods and services that could be traded with people everywhere.  <i>For example: corn, soybeans, beef, irrigation systems, dry edible beans, art, buffalo hides, fish</i>	<b>SE/TE:</b> Early Economies, 48-49 Producing and Buying Local Goods, 50-51 Goods From Far Away, 53  <b>Digital Resources:</b> Chapter 2>Lesson 1>Introduction: Goods and Services

#### **Fourth Grade**

<b>Economics</b>	
<b>Financial Decision-Making, Budgeting, and Spending</b>	
SS 4.2.1 Describe how scarcity requires the consumer and producer to make choices and identify costs associated with them.	
SS 4.2.1.a Predict how consumers would react if the price of a good or service changed.	<b>SE/TE Chapter 9:</b> Lesson 2 Go To The Source (GTTS)
SS 4.2.1.b Predict how producers would react if the profit from selling a good or service changed.	<b>SE/TE Chapter 9:</b> Lesson 2 Go To The Source (GTTS)
SS 4.2.2 Investigate various financial institutions in Nebraska and the reasons for people's spending and saving choices.	
SS 4.2.2.a Identify financial institutions in the community and their purposes.	<b>SE/TE Chapter 9:</b> Lesson 2
SS 4.2.3 Investigate how resources are used to make other goods and produce services.	
SS 4.2.3.a Give examples of human,	<b>SE/TE Chapter 9:</b>

natural, capital, and entrepreneurial resources used in making goods and services in Nebraska and the United States.	Lesson 1
SS 4.2.4 Identify and explain specialization and trade and why different regions produce different goods and services.	
SS 4.2.4.a Compare Nebraska with different regions and the goods and services each region produces.	<b>SE/TE Chapter 9:</b> Lesson 3 Go To The Source (GTTS) Think Like A Historian (TLAH)
SS 4.2.4.b Discuss how technology has affected the specialization of Nebraska's economy and surrounding states.	<b>SE/TE Chapter 9:</b> Lesson 3 Go To The Source (GTTS) Think Like A Historian (TLAH)

**Fifth Grade**

<b>Economics</b>	
<b>Exchange and Markets</b>	
SS 5.2.3 Explain how human capital can be improved by education and training and thereby increase standards of living.	
SS 5.2.3.a List examples of how additional education/training improves productivity and increases standards of living.  <i>For example: On the job training, education can all lead to higher wages.</i>	<b>SE/TE:</b> Turn and Talk, 450 African American Leaders, 563 New Institutions, 564 Changing Roles for Women, 569  <b>Digital Resources:</b> Chapter 12>Lesson 2>Introduction: Unequal Opportunities for African Americans; Key Ideas: New Leaders and Institutions Chapter 12>Lesson 3>Introduction: The Fight for Women's Rights; Key Ideas: Changing Roles for Women/Working for More Rights
SS 5.2.4 Explain how specialization, division of labor, and technology increase productivity and	

interdependence.

SS 5.2.4.a Describe the historical role of innovation and entrepreneurship in a market economy.

*For example: apprentice, journeyman, early inventors and entrepreneurs*

**SE/TE:**

A New Beginning: Jamestown, 102  
New Ways to Work, 364  
New Goods and Services Meet the Needs of the Forty-Niners, 395  
Quest Project-Based Learning: Taking a Risk, 508-509  
Business Leaders Take Risks, 521  
Quest Connection, 523  
Quest Findings: Taking a Risk, 543  
New Products, 599

**Digital Resources:**

Chapter 8>Lesson 1>Introduction: Inventions, Roads, and Railroads; Key Ideas: New Inventions Lead to Industrial Revolution  
Chapter 11>Chapter Opener>Quest Kick Off: Taking a Risk  
Chapter 11>Lesson 2>Introduction: The Impact of Big Business; Quest Connection: Building Businesses; Key Ideas  
Chapter 11>Chapter Closer>Quest Findings: Taking a Risk  
360 Exploration: The Transcontinental Railroad

**National Economy**

SS 5.2.5 Summarize characteristics of economic institutions in the United States.

SS 5.2.5.a Describe the importance of financial institutions to households and businesses.

*For example: loans to agriculture, business, and individuals in order to provide capital; importance of rule of law to enforce contracts and provide for private property*

*For opportunities to address this standard please see:*

**SE/TE:**

Introduction to the Constitution, 283  
Achievements of the Progressive Era, 555  
The Changing Workplace, 737  
Jumpstart Activity, 794

<p>SS 5.2.5.b Explain the rules and laws that protect and support consumers.</p> <p><i>For example: contracts, agreements, and product safety</i></p>	<p><i>For opportunities to address this standard please see:</i></p> <p><b>SE/TE:</b>  Solving America’s Problems, 553-554  Roosevelt Takes Action, 554  Quest Connection, 554  Achievements of the Progressive Era, 555</p> <p><b>Digital Resources:</b>  Chapter 12&gt;Lesson 1&gt;Introduction: The Progressive Era; Quest Connection: Investigate the Issues</p>
<p>SS 5.2.5.c Identify goods and services funded through federal taxes.</p> <p><i>For example: military and armed forces, parks</i></p>	<p><i>For opportunities to address this standard please see:</i></p> <p><b>SE/TE:</b>  Powers of State and National Government, 268 Impact of the Constitution on the Economy, 283-284  Lesson 4 Check, 289</p> <p><b>TE only:</b>  Differentiated Instruction: Below Level, 450</p>
<p><b>Global Economy</b></p>	
<p>SS 5.2.6 Summarize how specialization and trade impact the global market and relationships with other countries.</p>	
<p>SS 5.2.6.a Describe how international trade promotes specialization and division of labor and increases the productivity of labor, output, and consumption.</p> <p><i>For example: New England specialized in ship building and fishing, South Carolina grew rice, the Middle Colonies had grain,</i></p>	<p><b>SE/TE:</b>  The Global Economy, 796-797</p> <p><b>TE Only:</b>  Active Classroom: Reciprocal Teaching, 797</p>

<p><i>and the Upper South grew tobacco and got finished goods like books from Great Britain.</i></p>	
<p>SS 5.2.6.b Explain how trade impacts relationships between countries.</p> <p><i>For example: fur, tobacco, cotton, lumber, triangle trade, tribal trading with settlers</i></p>	<p><b>SE/TE:</b>  The Pilgrims and the Wampanoag People, 111  The French Explore North America, 118  The Growth of New Netherlands, 121  New Sweden, 122  Lesson 4 Check, 123  Trade Routes and the Location of the Colonies, 150-151  United States Trades Around the World, 493  The Global Economy, 796-797</p> <p><b>Digital Resources:</b>  Chapter 3&gt;Lesson 4&gt;Introduction: The French and Dutch in North America; Key Ideas: French Traders and Settlers; Lesson Review: The French and Dutch in North America  Chapter 4&gt;Lesson 2&gt;Introduction: Daily Life in the Colonies; Key Ideas: Resources of the Early Colonies</p>

**Grades 6-8:**  
***American History***

<p><b>Economics</b></p>
<p><b>Financial Literacy</b></p>
<p><b>SS 8.2.2 Understand personal and business financial management.</b></p>

<p>SS 8.2.2.a Identify skills for future financial success.</p> <p><i>For example: Identify key terms associated with budgeting, credit, savings, credit score, investing, fraud, and risk management.</i></p>	<p><i>For opportunities to address this standard please see:</i></p> <p><b>SE/TE:</b>  What Responsibilities Do Local Governments Have?, 245  Hamilton’s Plan, 264  The Market Economy and the Industrial Revolution, 412-413</p> <p><b>TE only:</b>  History Background: Planning a State Budget, 243  Practice Vocabulary, 292</p>
<p>SS 8.2.2.b Understand tools, strategies, and systems used to maintain, monitor, control, and plan the use of financial resources.</p> <p><i>For example: Analyze the impact of credit on an individual's ability to acquire goods and services, charitable contributions.</i></p>	<p><i>For opportunities to address this standard please see:</i></p> <p><b>SE/TE:</b>  Promoting a Free Market Economy, 287  New Ways to Produce Goods, 410-411</p> <p><b>TE only:</b>  Differentiated Instruction: Advanced, 145</p> <p><b>Digital Resources:</b>  Topic 6&gt;Lesson 2&gt;Interactive Chart: Advantages and Disadvantages of Big Business</p>
<p><b>National Economy</b></p>	
<p><b>SS 8.2.4 Justify and debate economic decisions made by North American societies.</b></p>	

<p>SS 8.2.4.a Research the origins and development of the economic system, banks, and financial institutions in the United States.</p> <p><i>For example: Examine the work of Alexander Hamilton and his influence on the banking system in the U.S. economy.</i></p>	<p><b>SE/TE:</b>  How Did Alexander Hamilton Deal with the National Debt?, 263-265  What Issues Divided Hamilton and Jefferson?, 274-276  Promoting a Free Market Economy, 287  Topic 5 Assessment, 331  The Bank War, 352-355</p> <p><b>Digital Resources:</b>  Topic 6&gt;Lesson 2&gt;Interactive Chart: Disagreements Over the Bank</p>
<p>SS 8.2.4.b Explain how tax revenues are collected and distributed.</p> <p><i>For example: Review the Constitution to understand the roles of each branch in establishing a national budget and how the separation of powers is structured.</i></p>	<p><b>SE/TE:</b>  Separation of Powers, 228  Analyze Charts: Separation of Powers, 228  What System Exists to Prevent the Abuse of Power?, 235-236  How Did Alexander Hamilton Deal with the National Debt?, 263-265  United States Constitution, 584-607</p> <p><b>Digital Resources:</b>  Topic 4&gt;Lesson 5&gt;Interactive Chart: The Federal System</p>
<p>SS 8.2.4.c Describe the progression of money and its role in early United States history.</p> <p><i>For example: Identify what forms of currency/bartering were used as a medium for exchange among various Native American tribes. Examine what services and regulations were established during the Progressive Era as urban areas' populations boomed. Examine the National Banking Act of 1863.</i></p>	<p><b>SE/TE:</b>  Analyze Images, 200  Concerns Over Debt and Currency, 200  How Did Alexander Hamilton Deal with the National Debt?, 263-265  How Did Hamilton Create a Stable Economy?, 266  Analyze Images, 355  How Was a Stable Economy Created After the War?, 319-321  The Whig Party, 341-342</p> <p><b>Digital Resources:</b>  Topic 6&gt;Lesson 2&gt;Interactive Chart:</p>

	Disagreements Over the Bank; Interactive Graph: New York City Changes, 1840-1900
<b>Global Economy</b>	
<b>SS 8.2.5 Illustrate how international trade impacts individuals, organizations, and nations.</b>	
<p>SS 8.2.5.a Explain that currency must be converted to make purchases in other countries.</p> <p><i>For example: Trace the conversion of products and currency between the French and the indigenous tribes of the Midwest.</i></p>	<p><i>For opportunities to address this standard please see:</i></p> <p><b>SE/TE:</b>  How Did New France Develop?, 66-69  Where Did the Dutch Establish New Netherland?, 70-71  New Amsterdam, 92  Concerns Over Debt and Currency, 200  The Far West Fur Trade, 377-378</p>
<p>SS 8.2.5.b Recognize how trade barriers impact the prices and quantity of goods. For example: Examine the impact of the Sugar and Molasses Act of 1733 and the Stamp Act of 1765.</p>	<p><b>SE/TE:</b>  Why Did the Stamp Act Anger Colonists?, 145- 147  Topic 3 Assessment, 191  A Ban on Trade, 301-302</p>

## **World Geography**

<b>Economics</b>	
<p>SS HS.3.1.b Analyze and explain changes in spatial patterns as a result of the interactions among human and physical processes.</p> <p><i>For example: major world physical features (mountains, seas, rivers), patterns of human settlement on local, regional, national, and global scale, governmental systems, economic systems, site and situation, Weber's Least Cost Theory, Von Thunen Model of Land Use</i></p>	<p><b>SE/TE:</b>  Changes in Land Use, 38  Reading Check, 105  Reading Check, 179  How Geographic Features Affect Where People Live, 321-323</p> <p><b>Digital Resources:</b>  21<sup>st</sup> Century Skills Tutorials&gt;Analyze Cause and Effect&gt;Analyze Cause and Effect: Video  Topic 2&gt;Lesson 5&gt;Video: Where People Live in the United States</p>

<p>SS HS.3.2.c Evaluate the interdependence of places and regions.</p> <p><i>For example: models of industrial and economic development, new international division of labor, supranational organizations (The United Nations, Association of Southeast Asian Nations [ASEAN], or The European Union), globalization, popular culture, international trade agreements, patterns of human migration, alliances, Paris Climate Agreement, central place theory</i></p>	<p><b>SE/TE:</b>  Geographic Sources: The Effect of NAFTA, 137 Criticisms of Free Trade, 187  Analyze Charts, 190  Reading Check, 303  The European Union, 325</p> <p><b>TE only:</b>  Active Classroom, 238</p> <p><b>Digital Resources:</b>  Topic 3&gt;Lesson 7&gt;Interactive Chart: Mexico’s Changing Economy and Exports  Topic 3&gt;Lesson 9&gt;Interactive Chart: Economics and Development  Topic 6&gt;Lesson 3&gt;Interactive Chart: EU Cooperation</p>
<p>SS HS.3.4.b Examine the spread of cultural traits and the potential benefits and challenges of cultural diffusion, economic development, and globalization.</p> <p><i>For example: cultural convergence and divergence, universalizing and ethnic religions, competition between multinational corporations and local businesses, folk cultures and popular cultures, spread of ideas (such as economic ideals, ideas on government, gender norms), diffusion of medical knowledge and impact on demographics, agricultural and industrial revolutions, models of economic development, the cultural landscape, Third Agricultural Revolution (Green Revolution), internet connectivity and cell phone networks, lingua franca, hypernationalism</i></p>	<p><b>SE/TE:</b>  Quest Project-Based Learning Inquiry, 8  Cultural Diffusion and Change, 53 Analyze Diagrams, 53  Lesson Check, 130  A Diverse Region, 180-181 Lesson Check, 218  Cultural Diffusion, 512  Topic 10 Review and Assessment, 539 Quest Document-Based Writing Inquiry, 654</p> <p><b>TE only:</b>  Differentiated Instruction, 8 English Language Learners, 8 Differentiated Instruction, 53</p> <p><b>Digital Resources:</b>  Social Studies Reference Center&gt;Hip Hop Songs&gt;World Geography&gt;Hip Hop Geography: Western Europe  Social Studies Core Concepts&gt;Culture Core Concepts&gt;Cultural Diffusion and Change  Topic 6&gt;Lesson 2&gt;Video: Introducing the European Union</p>

	<p>Topic 9&gt;Lesson 6&gt;Interactive Gallery: Muslim Advances in Technology, Math, and Science  Topic 11&gt;Quest: DBQ: Comparing Economic Development&gt;Quest Findings  Topic 13&gt;Quest: DBQ: Studying Cultural Connections&gt;Quest Connection: Connect to Diversity; Examine Primary Sources: Studying Cultural Connections; Quest Findings</p>
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**World History**

<p><b>SS 7.2 Economics</b></p>	
<p><b>National Economy</b></p>	
<p>SS 7.2.4 Investigate how varying economic systems impact individuals in a civilization/society.</p>	<p><b>SE/TE:</b>  Lords and Vassals Make Promises, 379  Lesson Check, 382  Guilds Protect Crafts, 387-388  Daimyo, Samurai, and Peasants, 525  Impact of Mercantilism, 703  Differing Ideologies, 834-835  Moving Toward Free Markets, 864</p> <p><b>Digital Resources:</b>  Social Studies Reference Center&gt;Hip Hop Songs&gt;World History&gt;Hip Hop History: Early Medieval Europe  Social Studies Core Concepts&gt;Economics Core Concepts&gt;Economics Core Concepts: Economic Systems  Topic 9&gt;Quest: Discussion: Freedom vs. Security&gt;Quest Connection: Connect to Feudalism</p>

<p>SS 7.2.4.a Compare and contrast characteristics of different socio-economic groups in economic systems.</p>	<p><b>SE/TE:</b>  Lesson Check, 58  Lesson Check, 106  How Was Caste Determined?, 139 Lesson Check, 140  The Social Order, 208-209 Patricians and Plebeians, 287 Analyze Diagrams, 293 Analyze Charts, 379  Daimyo, Samurai, and Peasants, 525 Lesson Check, 692  The Three Estates, 773</p> <p><b>TE only:</b>  Differentiated Instruction, 36 English Language Learners, 292-293 Differentiated Instruction, 554-555  Differentiated Instruction, 690</p> <p><b>Digital Resources:</b>  Topic 3&gt;Quest: Document-Based Writing: Become a Pharaoh-in-Training&gt;Quest Connection: Connect to Egypt’s Social Pyramid Topic 9:&gt;.Quest: Discussion: Freedom vs. Security&gt;Quest Connection: Connect to Feudalism</p>
<p>SS 7.2.4.b Identify the relationships between diverse socio-economic groups and their economic systems in the modern world.</p>	<p><b>SE/TE:</b>  How Did the Caste System Develop?, 140 The Middle Class Grows, 705  What Are the Challenges of Globalization?, 866</p> <p><b>Digital Resources:</b>  Social Studies Core Concepts&gt;Economics Core Concepts&gt;Economics Core Concepts: Economic Systems</p>
<p>SS 7.2.5 Analyze information using appropriate data to draw conclusions about the total production, income, and economic growth in various economies.</p>	

<p>SS 7.2.5.a Define the government's role in various economic systems.</p>	<p><b>SE/TE:</b>  Controlling Production and Prices, 210-211  Currency, 495  Adam Smith and the Free Markets, 755-756  Laissez-Faire Economics, 789-790  Karl Marx and Communism, 790-791  How Did Governments Respond?, 824  Differing Ideologies, 834-835</p> <p><b>Digital Resources:</b>  21<sup>st</sup> Century Skills Tutorials&gt;Paying Taxes&gt;21<sup>st</sup> Century Skill: Paying Taxes: Video  Social Studies Core Concepts&gt;Economics Core Concepts&gt;Economics Core Concepts: Economic Systems</p>
<p>SS 7.2.5.b Identify various economic indicators that governments use to measure modern world societies, nations, and cultures.</p>	<p><b>SE/TE:</b>  Analysis Skills: Interpret Economic Performance, 295  Mansa Musa's Hajj, 597  What Was the Price Revolution?, 703-704  Topic 16 Review and Assessment, 723  Worldwide Depression, 1929-1939, 823</p> <p><b>TE only:</b>  Differentiated Instruction, 707</p> <p><b>Digital Resources:</b>  Social Studies Core Concepts&gt;Economics Core Concepts&gt;Economics Core Concepts: Economic Process; Economics Core Concepts: Economic Development</p>

<p>SS 7.2.5.c Categorize goods and services provided in modern societies, nations, and cultures into the four factors of production.</p>	<p><i>For opportunities to address this standard please see:</i></p> <p><b>SE/TE:</b>  How Did Cities Become Centers of Wealth?, 32  Natural Resources, 591  Land, Crops, and Prices Under Capitalism, 704</p> <p><b>Digital Resources:</b>  Social Studies Core Concepts&gt;Economics Core Concepts&gt;Economics Core Concepts: Economics Basics</p>
<p><b>Global Economy</b></p>	
<p>SS 7.2.6 Illustrate how international trade impacts individuals, organizations, and nations/societies.</p>	
<p>SS 7.2.6.a Explain how individuals gain through specialization and voluntary trade and how international trade affects the domestic economy.</p>	<p><b>SETE:</b> What Were the Effects of Food Surpluses?, 30-31  Lesson Check, 32  Job Specialization, 36  Phoenician Traders, 67  Why was Trade Important for Egypt and Kush, 115-117  Trade Grows, 314-315  Lesson Check, 594  Italian City-States, 623  What Are the Challenges of Globalization?, 866- 867  Lesson Check, 873</p> <p><b>TE only:</b>  Curriculum Connection: Economics, 47  History Background, 242</p> <p><b>Digital Resources:</b>  Social Studies Core Concepts&gt;Economics Core Concepts&gt;Economics Core Concepts: Trade Topic 1&gt;Lesson 4&gt;Video: The Birth of Farming Topic 19&gt;Lesson 8&gt;Video: Globalization</p>

**Grades 9-12:*****Economics Course***

Chapter 1	<i>Fundamentals of Economics</i>
Chapter 2	<i>Free Enterprise and Other Economic Systems</i>
Chapter 3	<i>Demand, Supply, and Price</i>
Chapter 4	<i>Competition and Market Structures</i>
Chapter 5	<i>Business and Labor</i>
Chapter 6	<i>Money, Banking, and Financial Markets</i>
Chapter 7	<i>Economic Performance and Challenges</i>
Chapter 8	<i>Taxes and Spending</i>
Chapter 9	<i>Fiscal and Monetary Policy</i>
Chapter 10	<i>Trade, Development, and Globalization</i>

***Personal Finance Course***

Chapter 1	<i>Introduction to Personal Finance</i>
Chapter 2	<i>Budgeting Basics</i>
Chapter 3	<i>Saving Money</i>
Chapter 4	<i>Credit and Debt</i>
Chapter 5	<i>Consumer Awareness</i>

Chapter 6	<i>Career Readiness</i>
Chapter 7	<i>College Planning</i>
Chapter 8	<i>Financial Services</i>
Chapter 9	<i>The Role of Insurance</i>
Chapter 10	<i>Income and Taxes</i>
Chapter 11	<i>Housing and Real Estate</i>
Chapter 12	<i>Investing and Retirement</i>
Chapter 13	<i>Global Economics</i>

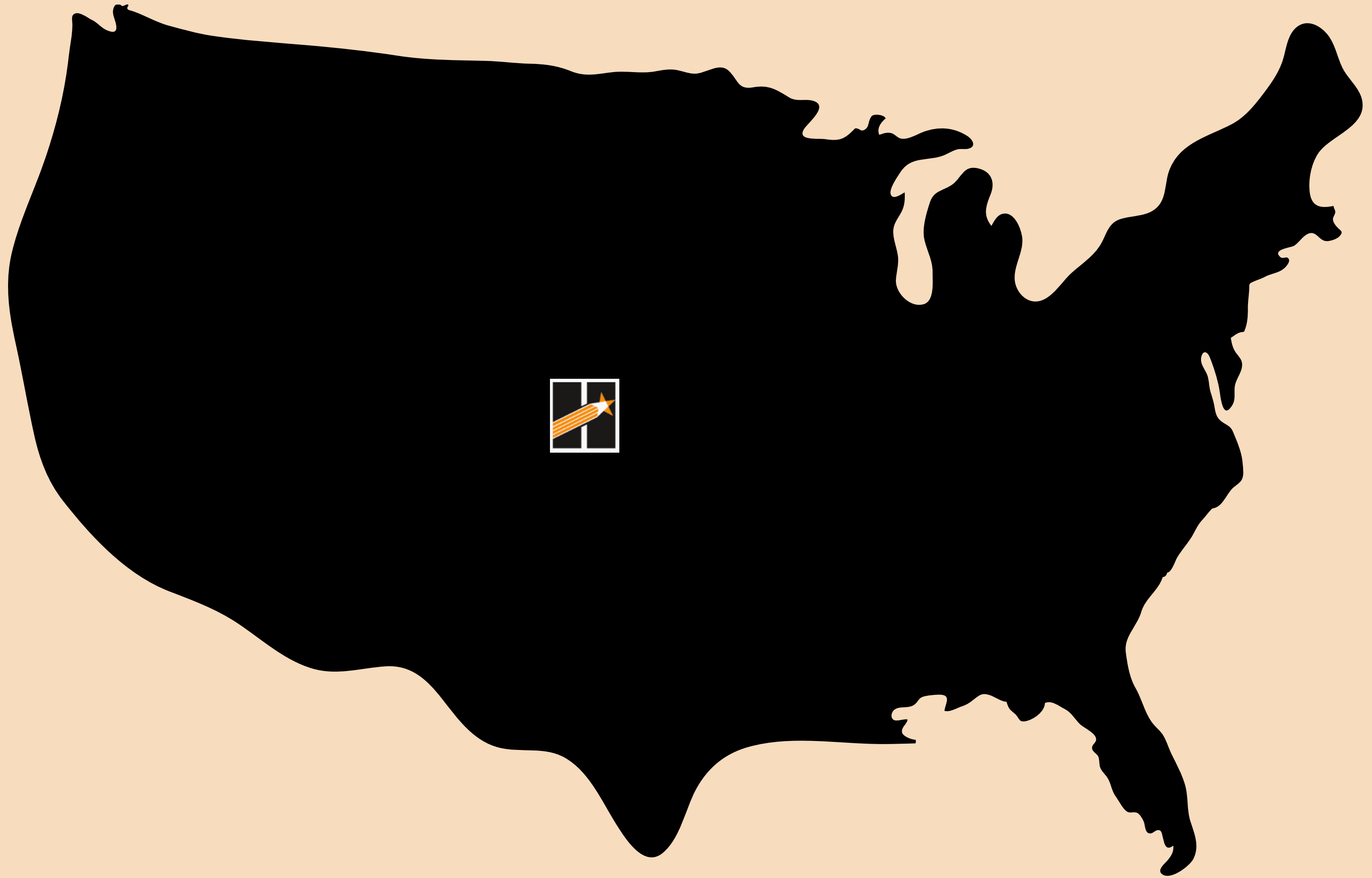


SCHOOL  
IMPROVEMENT



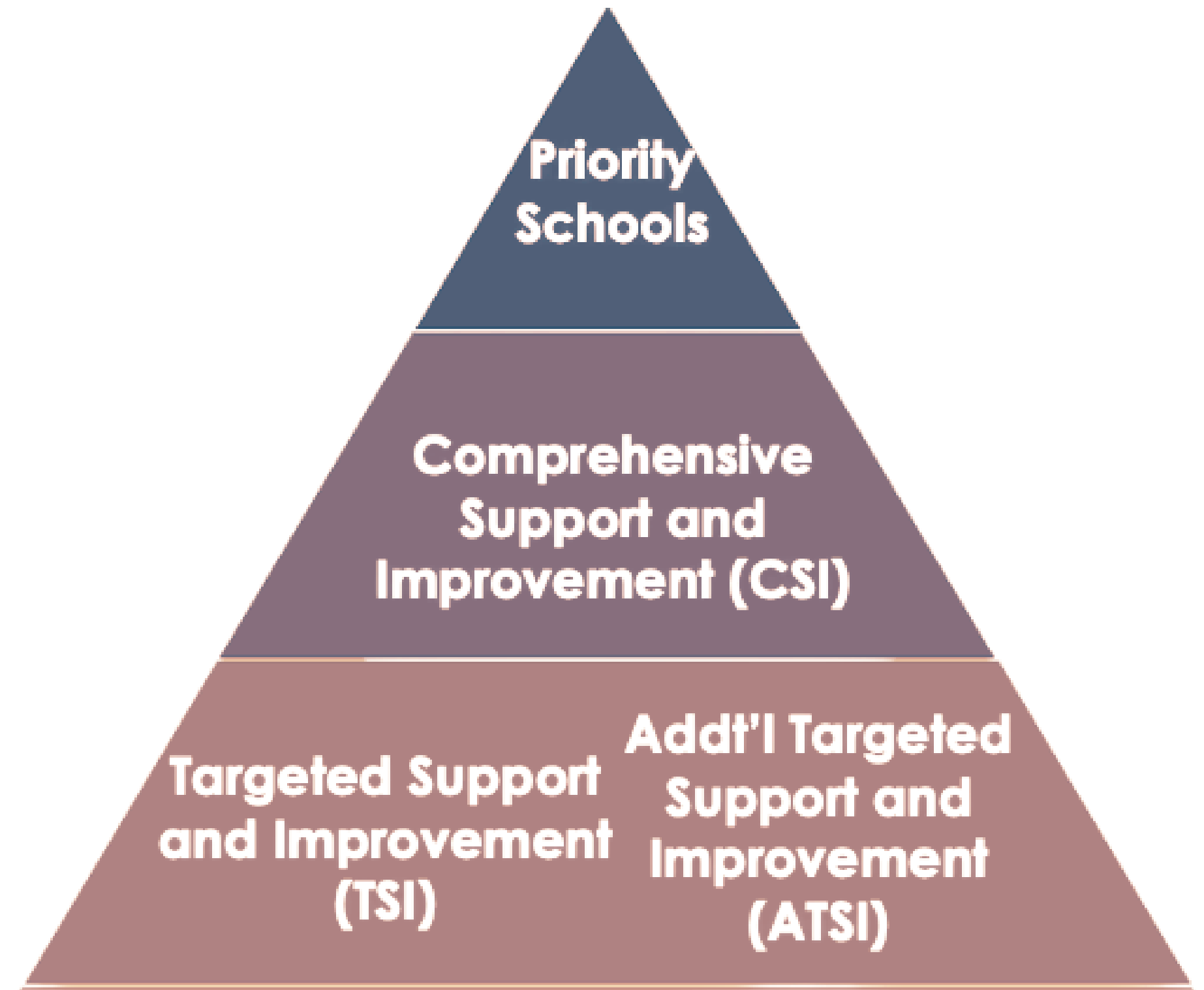
# AQUESTT

**Accountability  
for a Quality  
Education  
System, Today  
and Tomorrow**



# Federal Designation

The Every Student Succeeds Act (ESSA) uses a federal classification system for school districts based on state-developed accountability plans, which are built around five required indicators: academic achievement, another academic indicator (like student growth), high school graduation rates, English language proficiency progress, and at least one measure of school quality or student success. Districts are classified into three main categories based on their performance: Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI).



# ESSA Designations

- ◎ **CSI - Low Performing:** The lowest 5% of overall performance of Title I schools. Identified every 3 years.
- ◎ **CSI - Low Graduation Rate:** Any public high school with a 4-year cohort graduation rate less than 67%. Identified every 3 years.
- ◎ **CSI - Non-exiting ATSI:** Any public school with an ATSI designation that has not exited after 3 years. Identified every 3 years.

## District Summary of CSI/TSI/ATSI Schools & Groups

This table shows which schools are CSI and which schools have TSI or ATSI student groups within this district.

School Name	School Type	CSI Status	TSI Student Groups	ATSI Student Groups
ALCOTT ELEMENTARY SCHOOL	Elementary School	Yes	(None)	MU, EL
HASTINGS MIDDLE SCHOOL	Middle School	Yes	(None)	BL, EL
HASTINGS SENIOR HIGH SCHOOL	High School	No	(None)	(None)
HAWTHORNE ELEMENTARY SCHOOL	Elementary School	No	(None)	(None)
LINCOLN ELEMENTARY SCHOOL	Elementary School	No	(None)	EL
LONGFELLOW ELEMENTARY SCHOOL	Elementary School	No	(None)	EL
RAYMOND A WATSON ELEM SCHOOL	Elementary School	No	(None)	(None)

# Requirements for Designated Schools

Requirements	CSI/CSI- ATSI	ATSI	TSI
Develop an improvement plan with stakeholders	Required	Required	Required
Improvement plan is based on annual comprehensive needs assessment	Required	Recommended	Recommended
Improvement plan is informed by all accountability indicators	Required	Required	Required
Improvement plan identifies and addresses resource inequities determined through a resource review	Required	Required	Recommended
Improvement plan includes evidence-based interventions and strategies	Required	Required	Required
Approval of goals/plan	State & District	District	District
Monitoring implementation	State & District	District	District
Eligible for federal funds	Yes	No	No



**Rule 15: Nebraska English Learner Programs**

Use this spreadsheet to document needs, resources, and ideas. Provide a link when appropriate.

Dear HPS EL Teachers,  
 Since our last meeting together and after recently visiting the HS, I have so many questions. We are to engage in an annual review for our EL Program according to Rule 15. I have taken the checklists in Rule 15 and created a spreadsheet. Can each building work together to provide answers, ideas, and/or resources per indicator on Tab #1: EL Review. This is a GREAT PLC task for this year!  
 Tab #2 is our current caseload. **THIS IS DUE TO THE STATE BY JANUARY 7th!** Please verify the students in your caseload by typing in your name. Look for the highlighted portion. Please make any notes for changes or needed edits in Column P.  
 Tab #3: Program Model/Description: Please indicate what programs or models are in use and in what ways. Please be specific as I am a learner here!  
 THANK YOU! I appreciate your voice, time, and efforts!

Morton  
Preschool

Alcott

Hawthorne

Longfellow

Lincoln

Watson

HMS

HHS

**District Responsibility**  
 (Checkmark if this indicator is the responsibility of Kristen Slechta.)

**Section 003: Identification of English Learners**

**Indicator: HOW DOES YOUR BUILDING GO ABOUT THIS INDICATOR? (Who is responsible?)**

#	Indicator: HOW DOES YOUR BUILDING GO ABOUT THIS INDICATOR? (Who is responsible?)	HPS Home Language Survey	HPS Home Language Survey	HPS Home Language Survey	HPS Home Language Survey	HPS Home Language Survey	HPS Home Language Survey	HPS Home Language Survey	HPS Home Language Survey	
1	Design an Home Language Survey (HLS) that includes the three questions required in Rule 15	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Include the Home Language Survey in the district's registration materials		A paper copy is included for all kinders and new families to the district.	A paper copy is included in the packet for all new to our district students (kinders and new students).	The online registration system includes the HLS questions, but EL teachers don't have access to see the online HLS, so we also have parents fill out a paper copy.	A paper copy is included in the packet for all new to our district students.	School secretary provides a paper copy, included in the packet for all new to our district students.	Online enrollment OR paper copy enrollement forms are completed with secretary, counselor or EL teacher		<input type="checkbox"/>
3	Train designated personnel (at the building level or district office registrar) in the process of survey administration		For families that need assistance with paperwork, bilingual and office staff help with the process.	School secretary informs EL teacher of any HLS with a language other than English marked for any of the three questions.	School secretaries give the HLS to all new families that register and notify the EL teacher if there is a language other than English marked for any of the three questions.	School secretary is trained to inform EL teachers of any surveys with a language other than English. Our school interpreter is also trained to administer the survey with Spanish speaking families if needed.		School secretary informs EL teacher of any HLS with a language other than English marked for any of the three questions. OR EL teacher works with new family to fill out enrollement forms		<input type="checkbox"/>
4	Explore options for interpreting and translating enrollment forms including the HLS		We use the forms provided by the district.	Our current HLS is offered in English and Spanish at this time.	The paper HLS is available in Spanish, English, and Vietnamese, and there are other languages available through NDE. The online HLS in Synergy is available in multiple languages.	Our school interpreter has translated our paper copies.		Provided by the district, handed out by the secretary/ counselor. Or online enrollement forms		<input type="checkbox"/>
5	Administer the English-language proficiency assessment (screener) if any of the three questions indicate a language other than English		EL Teachers administer the screener.	The EL teacher administers the ELPA screener to all students indicated by the HLS.	The EL teacher administers the ELPA screener to all students indicated by the HLS.	The EL teacher administers the ELPA screener to all students indicated by the HLS.		The EL teacher administers the ELPA screener to all students indicated by the HLS.		<input type="checkbox"/>
6	File the original HLS in the cumulative folder or document in the online student record system		The HLS is included in Synergy, but EL teachers do not have access to see it. The paper copy is included in the cumulative file and in the student's Blue EL folder.	The HLS is included in Synergy, but EL teachers do not have access to see it. The paper copy is included in the cumulative file and in the student's Blue EL folder.	The HLS is included in Synergy, but EL teachers do not have access to see it. The paper copy is included in the cumulative file and in the student's Blue EL folder.	Yes		The HLS is included in Synergy, but EL teachers do not have access to see it. The paper copy is included in the cumulative file and in the student's Blue EL folder.		<input type="checkbox"/>
7	Request technical assistance from the ESU, NDE, or other school districts if the district does not yet have an ELP screener		N/A	N/A	N/A			N/A		<input type="checkbox"/>
8	Use a valid and reliable ELP Screener designed to measure English language acquisition		We use the ELPA screener	ELPA Screener	ELPA Screener	Yes		Yes , ELPA screener.		<input type="checkbox"/>
9	Follow the testing protocol as outlined in the testing administration manual of the chosen assessment		Yes	Yes	Yes	Yes		Yes , ELPA screener.		<input type="checkbox"/>



# State Classification

The NDE uses the Accountability for a Quality Education System, Today and Tomorrow (AQuESTT) framework to classify schools and districts based on performance indicators. This system provides signals for specific support and intervention.

Schools are classified into four performance levels:

**Excellent**

**Great** - Alcott

**Good** - Hawthorne, Lincoln, Longfellow, Watson, HMS, HHS

**Needs Support to Improve**

These classifications are determined by metrics including academic achievement, academic progress, progress toward English learner proficiency, graduation rates, and chronic absenteeism.

## SCHOOL ACCOUNTABILITY AND SUPPORT SYSTEM





**SPEED**

SPECIAL EDUCATION

# SPED Determination

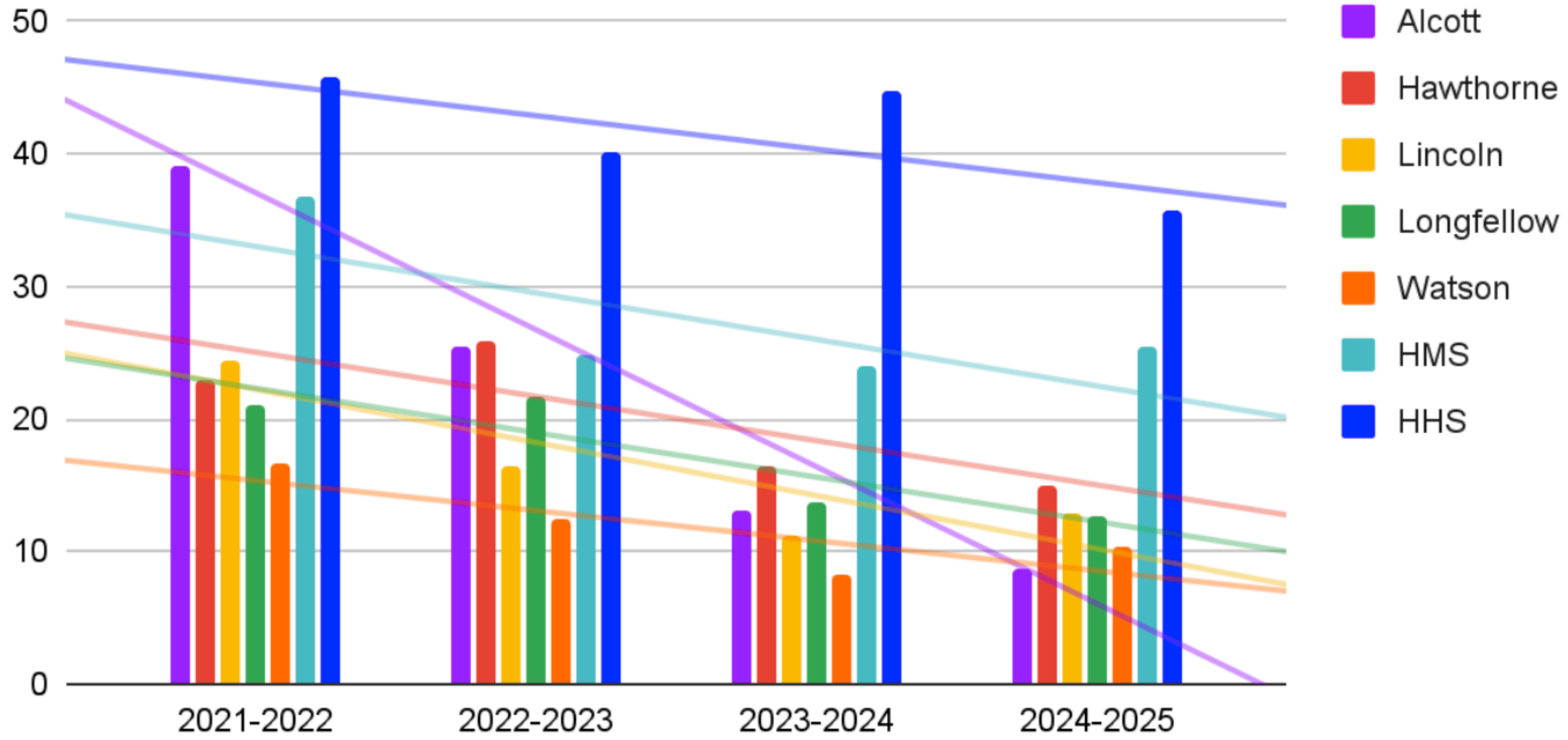
HASTINGS PUBLIC SCHOOLS					
NECounts and Annual Determinations - Scorecard					
Data Element	District Data	Risk Score	Weight	Data Element Score	Denominator
<a href="#">Chronic Absenteeism for Students with IEPs</a>					
<a href="#">Chronic Absenteeism for Students with IEPs</a>					
<a href="#">Fiscal Desk Review: Special Education Findings and Grant Management</a>	NA	NA	1	NA	NA
<a href="#">Indicator 1: Graduation</a>					
<a href="#">Indicator 2: Drop Out</a>					
<a href="#">Indicator 3: ELA Assessment</a>					
<a href="#">Indicator 3: Math Assessment</a>					
<a href="#">Indicator 4B: Suspension/Expulsion</a>					
<a href="#">Indicator 5: Educational Environments</a>	Met 0 of 2 targets	2	3	6	6
<a href="#">Indicator 6: Preschool Environments</a>	Met 77.78% of applicable targets	1	3	3	9
<a href="#">Indicator 7: Preschool Outcomes</a>	Met 100.00% of applicable targets	0	2	0	6
<a href="#">Indicator 9: Disproportionate Representation</a>	No disproportionate representation	0	1	0	3
<a href="#">Indicator 10: Disproportionate Representation in Specific Disability Categories</a>	Disproportionate representation; PPP did contribute	3	2	6	6
<a href="#">Indicator 11: Initial Evaluation Timeline</a>	No delays	0	2	0	6
<a href="#">Indicator 12: Early Childhood Transition</a>	No delays	0	1	0	3
<a href="#">Indicator 13: Secondary Transition</a>	33% of reviewed files were compliant	3	2	6	6
<a href="#">Maintenance of Effort</a>	Met MOE 3 of the last 3 years	0	2	0	6
<a href="#">State Complaint Filings and Findings</a>	Systemic findings	3	3	9	9
<a href="#">Targeted Improvement Plan (TIP)</a>	0 missing element(s)	0	3	0	9
<a href="#">Timely, Accurate, and Complete IDEA Data</a>	100.00% of elements on time, accurate, and complete	0	3	0	9
<b>Raw Score and Total Denominator</b>				54	126
<b>Final Risk Score</b>				42.86%	
<b>Level of Determination</b>	Needs Assistance				

<a href="#">Chronic Absenteeism for Students with IEPs</a>	23.79%	2
<a href="#">Indicator 3: ELA Assessment</a>	Met 54.55% of applicable targets	2
<a href="#">Indicator 3: Math Assessment</a>	Met 45.45% of applicable targets	3

**Priority Outcome: Increase performance on MAP Reading and Math Assessment, first through eighth grade, and PreACT-9, PreACT-10, and ACT Reading and Math, specifically for students with disabilities, by strengthening systematic and explicit instruction at the Tier 1 Core level in Math & ELA.**

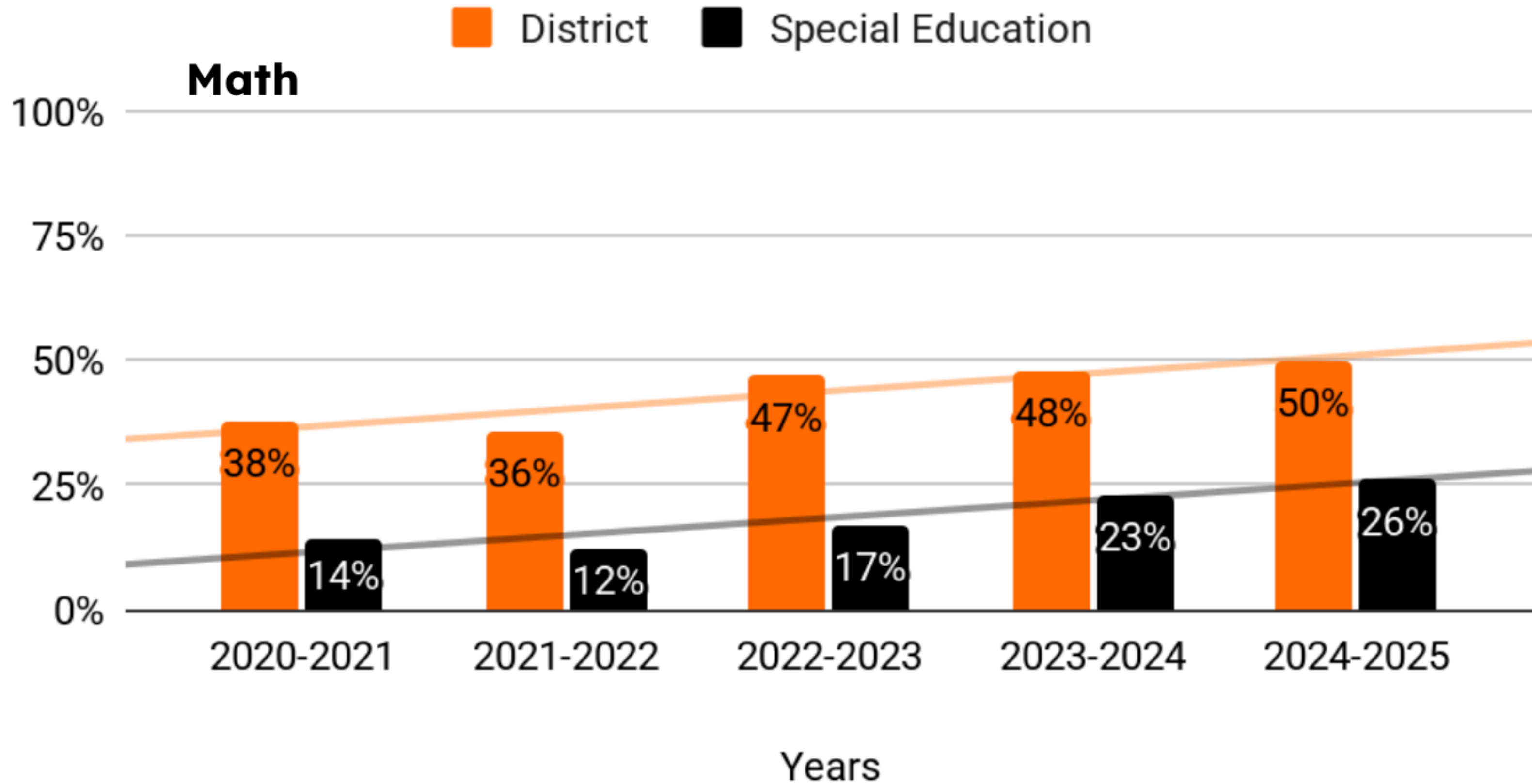
**Priority Outcome: Decrease chronic absenteeism among students with disabilities by increasing learner agency and strengthening relationships with families.**

# HPS Chronic Absenteeism Rate (%) per Building

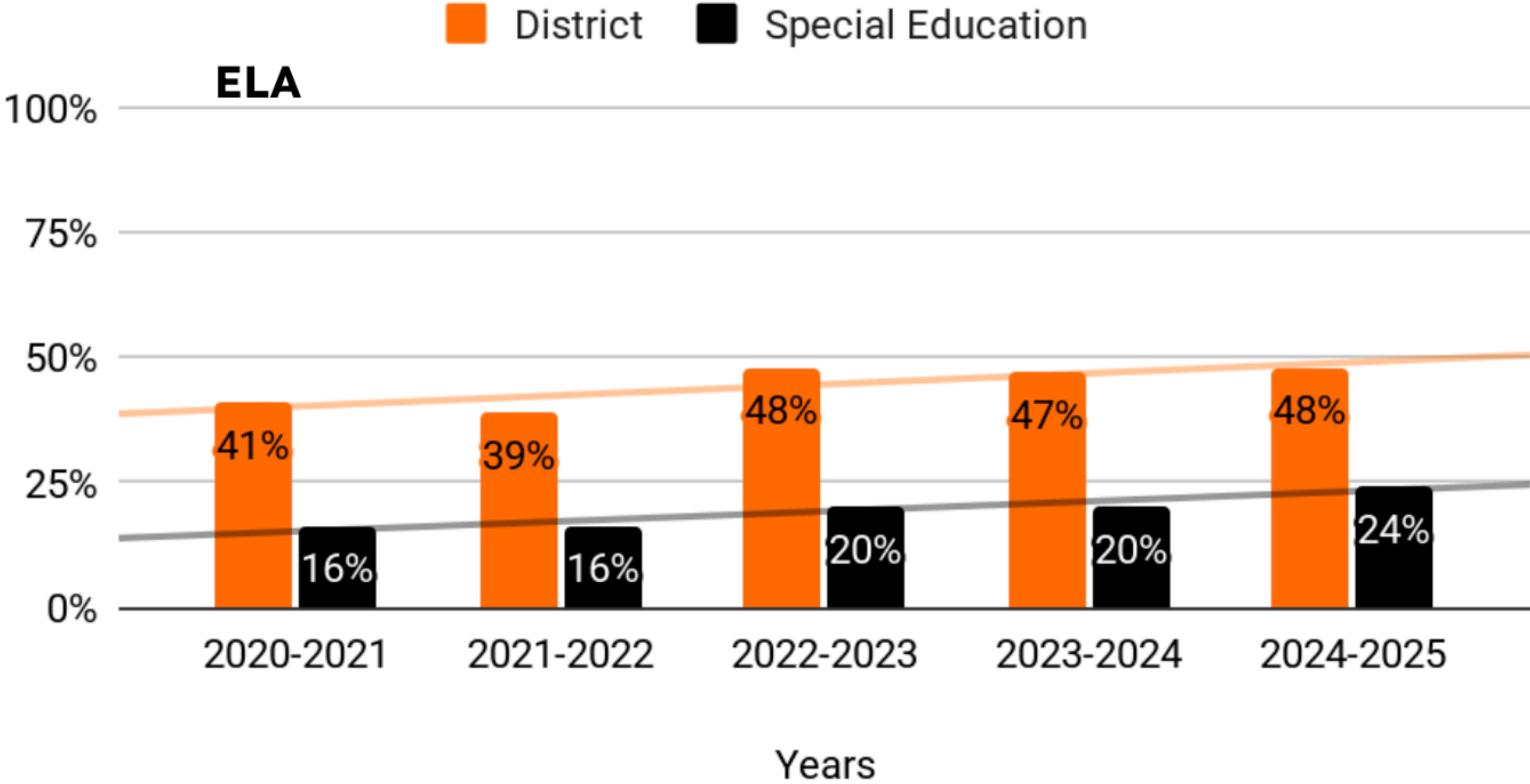


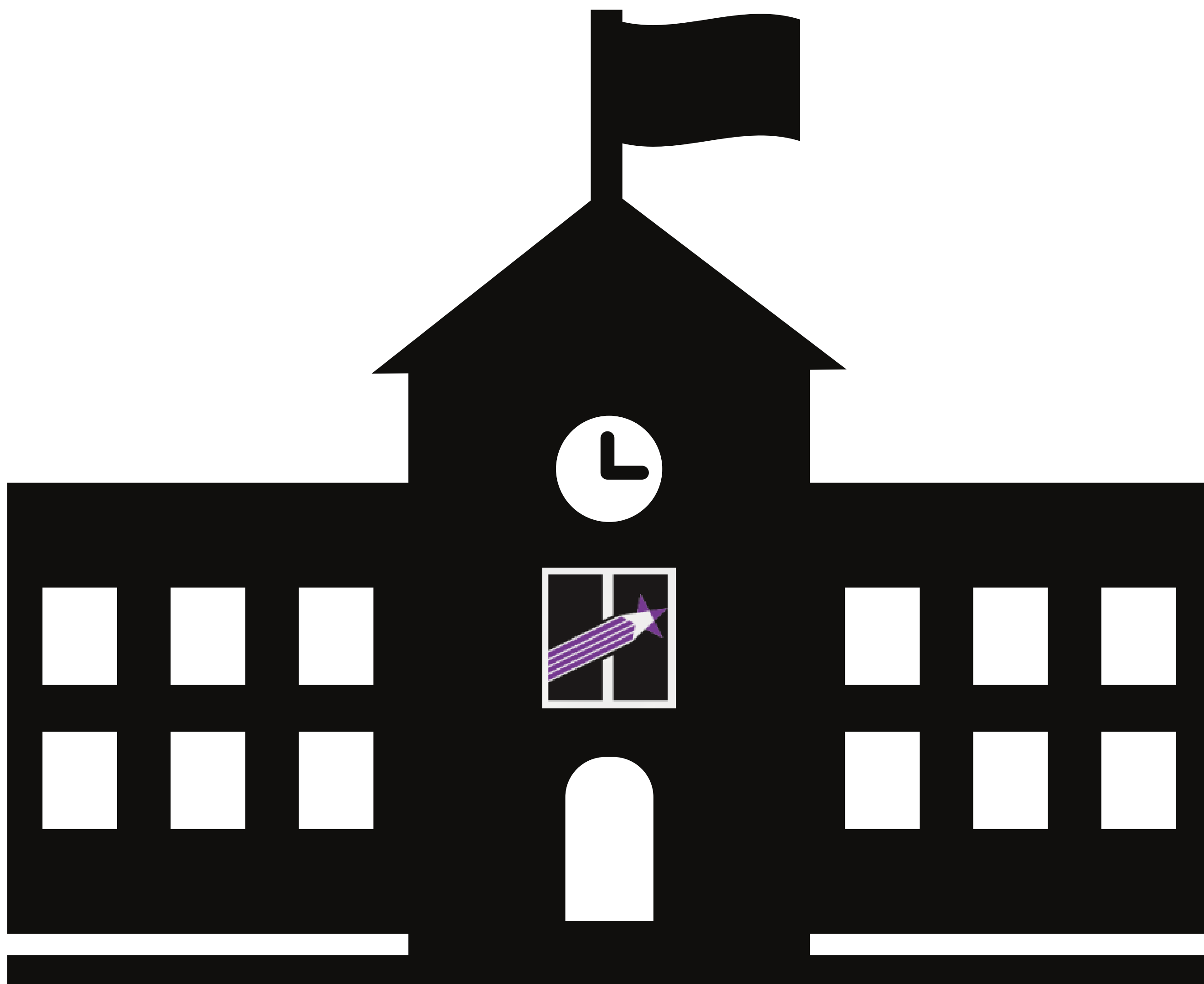
Educational Opportunities Tenet - Chronic Absenteeism (10% of days enrolled)

# NSCAS (3-8) Math % Proficient (SPED) 2020-2025



# NSCAS (3-8) ELA % Proficient (SPED) 2020-2025





# School Snapshot

## Student Membership



**Student Membership**  
**343**

Peers 353 District 3,789 State 330,136



**Teachers**  
**29**

Peers 24 District 273 State 23,951

## Program Participation



**English Learners**  
**9%**

Peers 21% District 11% State 10%



**Free/Reduced Lunch**  
**55%**

Peers 45% District 52% State 50%



**Gifted**  
**\***

Peers 7% District 6% State 13%

## Performance



**NSCAS English Language Arts**  
**48%**

Peers 55% District 40% State 59%



**NSCAS Mathematics**  
**49%**

Peers 57% District 50% State 58%



**NSCAS Science**  
**76%**

Peers 80% District 76% State 80%



Elementary

EXCELLENT

GREAT

**GOOD**

NEEDS SUPPORT TO IMPROVE

School Snapshot

Full Profile

**AQuESTT Classification**

About Our School

Compare

## AQuESTT

For a description of AQuESTT, visit [AQuESTT.com](http://AQuESTT.com)

For more information on Nebraska's federal accountability system, see [Federal Designation Overview and Support Guidance](#)

### Beginning Status

**GOOD**

NSCAS English Language Arts & Mathematics Proficiency

### SUCCESS, ACCESS, AND SUPPORT



#### Positive Partnerships, Relationships, and Success ⓘ

—

Students without out of school suspension or expulsion

96%



Not Applicable for Elementary



#### Educational Opportunities and Access ⓘ

—

Chronic Absenteeism Reduction Score

4%

Progress Towards EL Proficiency

31%

### TEACHING, LEARNING, AND SERVING



#### Postsecondary, Career, and Civic Ready ⓘ

In Development!



#### Student Achievement & Growth ⓘ

—

Individual Score Growth

65%

Non-Proficiency Reduction

No

Science Proficiency Status

76%



#### Educator Effectiveness ⓘ

In Development!

# State Classification: New & Improved for 2026-2027

(Using 25-26 data)



# How to go from Good to GREAT?

Hawthorne Classification Calculator v.2

File Edit View Insert Format Data Tools Extensions Help

100% | \$ % .0 .00 123 | Centu... | - 11 + | B I U A

A1:F1 | AQuESTT Classification System

AQuESTT Classification System					
Elementary School Calculator - For Informational/Educational Purposes Only					
To use this calculator, enter a elementary school's current data into the fields highlighted in light orange.					
Indicator	Score	Classification Level	Indicator Weight	Indicator Points	
<b>Status</b>	<b>48.63</b>	<b>2</b>	<b>30%</b>	<b>0.60</b>	
	Eligible	Proficient			
English Language Arts	182	87			
Math	182	90			
<b>Proficiency Improvement</b>	<b>21.00</b>	<b>4</b>	<b>20%</b>	<b>0.80</b>	
	Status Score				
Current Year	42.00				
Last Year					
Two Years Ago					
<b>Growth</b>	<b>65.35</b>	<b>4</b>	<b>20%</b>	<b>0.80</b>	
	Growth Eligible	Growth			
English Language Arts	114	64			
Math	114	85			
<b>Science Proficiency</b>		<b>2</b>	<b>14%</b>	<b>0.28</b>	
Science Proficiency	75.81	2			
	Eligible	Proficient			
Science	62	47			
Science Proficiency Improvement	No Improvement	1			
	Previous Year	Goal			
Science Proficiency (Percents: 0-100)	78.72	82.66			
<b>English Language Proficiency</b>		<b>2</b>		<b>0.00</b>	
English Language Proficiency	#DIV/0!				
	EL Eligible	EL Proficient			
English Learners (If n < 10, leave blank)					
Progress toward English Language Proficiency	31.25	2			
	EL Eligible	On-Track	Partial		
English Learners (If n < 10, leave blank)	24	6	3		
<b>Chronic Absenteeism Reduction</b>		<b>#DIV/0!</b>	<b>5%</b>	<b>#DIV/0!</b>	
Chronic Absenteeism Rate	#DIV/0!	#DIV/0!			
	Eligible	Chronically Absent			
Students					
Chronic Absenteeism Reduction	#DIV/0!	#DIV/0!			
	Rate	Goal			
Reduction Baseline (Percents: 0-100)		0.00			
Previous Year Chronic Absenteeism (Percents: 0-100)	16.37	15.55			
<b>Participation Score</b>		<b>3</b>	<b>1%</b>	<b>0.03</b>	
Participation Score	98.57	3			
	Eligible	Participants			
English Language Arts	185	183			
Math	185	182			

## Leadership and Learning Matrix

<p><b>Lucky:</b></p> <p>High results, low understanding of antecedents Replication of success unlikely</p>	<p><b>Leading:</b></p> <p>High results, high understanding of antecedents Replication of success likely</p>
<p><b>Losing Ground:</b></p> <p>Low results, low understanding of antecedents Replication of failure likely</p>	<p><b>Learning:</b></p> <p>Low results, high understanding of antecedents Replication of mistakes unlikely</p>



## Practices in Teaching and Learning: Cause Data

## 3000 Series I N D E X

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3001	Budget and Property Tax Request
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	[Intentionally Left Blank]
3012	School Meal Program and Meal Charges
3013	Emergency Closings
3014	Use of School Property
3015	Time Away from School Activities
3016	Smoking
3017	Official Communication with the Public
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 Issues
- 3030 Automatic External Defibrillator Program
- 3031 Students Electing to Attend School in Adjoining State
- 3032 Copying Fees for School District Records
- 3033 [Intentionally Left Blank]
- 3034 [Intentionally Left Blank]
- 3035 Chain of Command
- 3036 Purchasing (Credit) Card Program
- 3037 Petty Cash Policy
- 3038 [Intentionally Left Blank]
- 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
- 3058 Naming School District Facilities and Property
- 3059 Audio and Video Recording
- 3060 Firearms and Weapons for Non-Students

## **3001 Budget and Property Tax Request**

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

### **BUDGET PROCEDURES**

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

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

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov/>

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

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

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

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

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

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

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

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

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

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

the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

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

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

**Resolution.** The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request shall include, but not be limited to, the information required by section 77-1632(4).

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

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

**Property Tax Request Hearing.** The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. The hearing agenda will only include discussion on each political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent

allowed by law.

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

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

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

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

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

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

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

Adopted on: 12-15-2025

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 **\$7,500** shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

Adopted on: 12-15-2025

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 \$136,000**

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$136,000.
- 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 \$136,000 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 \$136,000 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 \$144,000.

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: 12-15-2025

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

Reviewed on: \_\_\_\_\_

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

**I. Applicability of the Policy**

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

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

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

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

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

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

#### **A. Methods of Bidding/Soliciting Quotations or Estimates**

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

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

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

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

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

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

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

Pursuant to Nebraska law, construction projects which have an

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

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

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

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

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

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

#### B. Advertising for Bids.

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

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

#### C. Bid Documents

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

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

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

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

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

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

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

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

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

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

## **V. Other Contract Matters.**

### **A. Required Terms**

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

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

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

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

### **C. Full and Open Competition**

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

## D. Debarment and Suspension

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

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

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

## E. Settlements of Issues Arising Out of Contract

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

## F. Record Keeping

### 1. Record Retention

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

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

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

## **VI. Conflict of Interest and Code of Conduct**

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

### C. Favors and Gifts

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

### D. Enforcement

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

## **VII. Financial Management**

### A. Identification.

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

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

#### B. Financial Reporting

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

#### C. Accounting Records

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

#### D. Internal Controls

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

#### E. Budget Control

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

#### F. Payment Methods

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

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

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

#### G. Allowability of Costs

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

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

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

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

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

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

income.

#### I. Cost Sharing or Matching

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

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

#### J. Documentation of Personnel Expenses

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

### **VIII. Other Contract Matters.**

#### A. Required Terms

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

#### B. Contracting with Certain Vendors

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

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

### C. Record Keeping

#### 1. Record Retention

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

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

c) Records will be destroyed in compliance with Schedule

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: 12-15-2025

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 **the second Monday prior to the next work session 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: 12-15-2025

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

Reviewed on: \_\_\_\_\_

**3004.1**  
**Fiscal Management for Purchasing and Procurement Using Federal Funds**

**I. Applicability of Policy**

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

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

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

**II. Procurement System**

The District maintains the following purchasing procedures.

**A. Responsibility for Purchasing**

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

## **B. Methods of Purchasing**

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

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

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

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

### **2. Purchases between \$10,000 and \$250,000 (Simplified Acquisition Procedures)**

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

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

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

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement. If sealed bids are not accepted for a purchase of over \$250,000, the district will retain an explanation for that decision.

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

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

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

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

#### 5. **Competitive Proposals.**

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

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

#### **C. Use of Purchase (Debit & Credit) Cards**

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

#### **D. Federal Procurement System Standards**

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

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

#### **E. Debarment and Suspension**

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

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

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

#### **F. Settlements of Issues Arising Out of Procurements**

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

### **III. Conflict of Interest and Code of Conduct**

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

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

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

#### **C. Favors and Gifts**

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

#### **D. Enforcement**

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

### **IV. Property Management Systems**

#### **A. Property Classifications**

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

capitalization level established by the District for financial statement purposes or \$10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

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

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

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

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

#### **D. Physical Inventory**

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

#### **E. Maintenance**

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

#### **F. Lost or Stolen Items**

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

#### **G. Use of Equipment**

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

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

#### **H. Disposal of Equipment**

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

If the item has a current fair market value of \$10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity. The Superintendent or his/her designee will utilize sales procedures which ensure the highest possible return on the disposal of the equipment.

#### **I. Equipment Retention**

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

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

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

#### **K. Depreciation**

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

#### **L. Reporting and Recording Federal Property Interest**

The district will comply with federal interest reporting and submit annual reports, if required, regarding a real property interest due to a renovation, major remodeling, construction, or real property project funded by federal grant funds.

#### **V. Financial Management**

### **A. Identification**

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

### **E. Budget Control**

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

### **F. Payment Methods**

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

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

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

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

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part 200, Subpart E. The Superintendent or his/her designee must consider these factors when making an allowability determination.

Commented [1]: 2 CFR Part 200, Subpart E

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

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

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

approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

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

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

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

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

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

## **VI. Written Compensation Policies**

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

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local

funds but is used to meet a required “match” in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

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

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

#### **C. Fringe Benefits**

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

#### **D. Leave**

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

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

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

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

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

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

### **A. Required Terms**

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

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

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

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

The District may deviate from this general requirement only if:

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

### **C. Record Keeping**

#### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show

compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

## 2. Maintenance of Procurement Records

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

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

**D. Privacy**

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

Adopted on: 12-15-2025

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

Reviewed on: \_\_\_\_\_

**3005**  
**School Activities Fund**

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

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

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

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

Adopted on: 12-15-2025

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 or designee 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: 12-15-2-2025

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 **\$10,000 or less**. In its sole discretion, the board of education may accept all other donations when they are consistent with the district's mission and objectives. Upon acceptance, donations shall become the sole property of the district. The donation will be under the complete control of the board or school district which will not have any obligation to replace it if it is destroyed or becomes obsolete.

Adopted on: 12-15-2025

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: 12-15-2025

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: 12-15-2025

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

Reviewed on: \_\_\_\_\_

## **3012**

### **School Meal Program and Meal Charges**

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

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

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

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

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided 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: **[NOTE TO BE DELETED: THE BOARD SHOULD SELECT ONE OF THE FOLLOWING AND DELETE THE REST.]**

#### **OPTION A**

If a student has no funds available to pay for a meal, no food will be provided.

#### **OPTION B**

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, no food will be provided.

### **OPTION C**

If a student has no funds available to pay for a meal, the student will be provided and charged for a limited "courtesy meal" option, such as a plain sandwich.

### **OPTION D**

If a student has no funds available to pay for a meal, the student will be provided and charged for the meal.

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: 12-15-2025

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

Reviewed on: \_\_\_\_\_

**3013**  
**Emergency Closings**

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

Adopted on: 12-15-2025

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: 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.

## **5. Use of Facilities by Non-student Groups**

- a. The superintendent may authorize the use of any school facilities for non-school activities by non-student groups.
- b. In addition to the guidelines listed elsewhere in this policy and other board policies or administrative protocol, the superintendent will consider the following when making determinations regarding use of district facilities by non-student groups:
  - i.) The local education association may hold meetings when classes are not in session and staff members are not on duty.
  - ii.) Non-student groups which provide education-related programming and services for students and staff may be given priority of use over other outside groups. The superintendent has sole discretion in determining whether proposed uses relate sufficiently to the district's educational standards and programs.

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

## **6. Denial of access**

- a. 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.
- b. 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.
- c. The superintendent shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises.
- d. Students, staff, and community members may use or lease school equipment for non-school use only if they have received the prior permission of the superintendent.

## **7. Proof of Insurance**

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

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

**8. No Fees for Admission**

- a. Non-curriculum related and non-student groups may not charge a fee to participate in or be a spectator at any recreational activity, event, or other such gathering occurring on district grounds unless approved in advance by the superintendent.
- b. If the district retains control over the area of the premises in which the non-curricular and non-student group desires to use, meaning the district provides supervision, staffing, custodial services, or otherwise maintains its control during the group's use of the facilities, the group may not charge a fee for admission under any circumstances.
- c. Non-curricular and non-student groups may charge for parking or vehicle entry onto the premises unless otherwise prohibited by the superintendent.

Adopted on: 12-15-2025

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

Reviewed on: \_\_\_\_\_

**3015**  
**Time Away From School Activities**

As it is important for students to have some nights free from school activities, school activities will not be scheduled on Wednesday nights or on Sundays without the approval of the superintendent. All practices must end by 6:00 p.m. on Wednesday nights.

Adopted on: 12-15-2025

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

Reviewed on: \_\_\_\_\_

**"Option A"**

**3016**

**Smoking and Related Products**

Smoking, including the possession or use of 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.

**"Option B"**

**3016**

**Smoking and Related Products**

The use or possession of any smoking or 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.

**"Option C"**

**3016**

**Smoking and Related Products**

Smoking, including the use of 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 permitted by non-students on school property only in specifically designated areas.

Adopted on: 12-15-2025

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

Reviewed on: \_\_\_\_\_

**3017**  
**Official Communication with the Public**

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

Adopted on: 12-15-2025

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

Reviewed on: \_\_\_\_\_

## **3018**

### **Denial of 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: 12-15-2025

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: 12-15-2025

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: 12-15-2025

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

Reviewed on: \_\_\_\_\_

**3021**  
**Operation of School Business Office**

The District Offices of the school district shall generally be open for business from 7:30 a.m. to 4:30 p.m. every weekday except for New Year's Day, Good Friday, Memorial Day, the Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas Day. The District Offices shall generally be open, even on days when school is cancelled due to inclement weather, and only essential personnel will work as needed during this time. The Superintendent shall be responsible for ensuring that the District Offices are appropriately staffed when the district is open for business and shall be responsible for supervising all staff employed in the District Offices.

Adopted on: 12-15-2025

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

Reviewed on: \_\_\_\_\_

**3022**  
**Volunteers**

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

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

Adopted on: 12-15-2025

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.

**Federal Award Records.** The district will retain federal award records as required by 2 C.F.R. § 200.334. This includes retaining all federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the district will retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records.

Adopted on: 12-15-2025

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

Reviewed on: \_\_\_\_\_

## 3024

### **Booster Clubs and Parent-Teacher Organizations**

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

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

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

1. The Supporting Entity should legally establish itself as a Nebraska Nonprofit Organization.
2. The Supporting Entity should require that
  - a. all checks written out of the Supporting Entity's checking account contain two signatures;
  - b. 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
  - c. 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: 12-15-2025

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 **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: 12-15-2025

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. The district’s handbooks are an extension of these policies and have the force and effect of board policy when approved by the board of education. Although the board may approve the handbooks annually, the administration has the authority to change the contents of any handbook without board approval so long as the changes are consistent with board policy.

The administration may provide only the amendment to the individuals affected by the change without providing them with the full handbook unless required by law.

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: 12-15-2025

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: 12-15-2025

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 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: 12-15-2025

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: 12-15-2025

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 **Angela Consbruck**. (Insert the name of the position: i.e., the superintendent of schools, the school nurse, etc.)

b. The Program Coordinator shall:

i. 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

ii. Select employees for AED training

- iii. Arrange for appropriate training of anticipated users at least annually
- iv. Maintain a training schedule that includes the names of those trained and dates both of current training and dates for recertification.
- v. Check equipment according to the manufacturer's guidelines and take appropriate action in the event of any variance or need
- vi. Maintain on file a specification sheet on each approved AED model
- vii. Monitor the effectiveness of this system
- viii. Communicate with medical director on issues related to medical emergency response program including post-event reviews
- ix. Coordinate with the local fire department and police department
- x. 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 **Curtis Reimer**, MD.
- b. The medical advisor has ongoing responsibility for:
  - i. Providing medical direction for use of AEDs
  - ii. Writing a prescription for AEDs
  - iii. Reviewing and approving guidelines for emergency procedures related to use of AEDs and cardio pulmonary resuscitation

- iv. 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: 12-15-2025

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: 12-15-2025

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

Reviewed on: \_\_\_\_\_

## **3032 Fees for School District Records**

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

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

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

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

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

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

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

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

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

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 25 copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 25 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: 12-15-2025

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. The following is the administrative chain of command working from the lowest level on the chain upward.

<b>Student Discipline:</b>	<ol style="list-style-type: none"><li>1. Classroom Teacher</li><li>2. Assistant Principal (If applicable)</li><li>3. Principal</li><li>4. Superintendent</li></ol>
<b>Instruction or Curriculum:</b>	<ol style="list-style-type: none"><li>1. Teacher</li><li>2. Principal</li><li>3. Director of Learning</li><li>4. Superintendent</li></ol>
<b>Transportation:</b>	<ol style="list-style-type: none"><li>1. Bus Driver</li><li>2. Transportation Supervisor</li><li>3. Director of Human Resources &amp; Operations</li><li>3. Superintendent</li></ol>
<b>Facilities, Grounds, or Maintenance:</b>	<ol style="list-style-type: none"><li>1. Custodial Staff</li><li>2. Head Custodian</li><li>3. Maintenance Supervisor</li><li>4. Director of Technology &amp; Operations</li><li>5. Superintendent</li></ol>
<b>Policy or Handbook:</b>	<ol style="list-style-type: none"><li>1. Principal</li><li>2. Appropriate Director (If applicable)</li><li>3. Superintendent</li></ol>
<b>Athletics:</b>	<ol style="list-style-type: none"><li>1. Coach/Sponsor</li><li>2. Athletic/Activities Director</li><li>3. Principal</li><li>4. Superintendent</li></ol>
<b>Personnel:</b>	<ol style="list-style-type: none"><li>1. Employee in question</li><li>2. Principal</li></ol>

	<ul style="list-style-type: none"> <li>3. Director of Human Resources &amp; Operations</li> <li>4. Superintendent</li> </ul>
<b>Special Education</b>	<ul style="list-style-type: none"> <li>1. Special Education Teacher</li> <li>2. Principal</li> <li>3. Director of Student Services</li> <li>4. Superintendent</li> </ul>
<b>All Other Matters</b>	<ul style="list-style-type: none"> <li>1. Building Principal</li> <li>2. Superintendent</li> </ul>

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, email, or telephone conversation. Email addresses and phone numbers can be found on the school district's website.

Adopted on: 12-15-2025

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 will determine the type of purchasing card or cards to be used in the program and may contract with a third-party provider as provided by law.

**Authorized Purchases.** Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and expenditures approved by the administration. 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 \$10,000.

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

**Authorized Users.** Individuals holding the following titles may be assigned an individual purchasing card: administration, head maintenance, and office staff. 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 may 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 making a purchasing card purchase must submit an itemized receipt *and* a purchasing card receipt to the school district. The itemized receipt must 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 7 years or as otherwise required by Schedule 10 – Local School Districts or Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees must 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 must be immediately closed and he or she must 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 must 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 **bookkeeper** will conduct independent reviews of credit card expenses, or a sample thereof, on a **monthly** basis. Any unlawful or unauthorized expenditure or other discrepancy will be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee will 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 must be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: 12-15-2025

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 \$7,500. 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:	Office Staff
Middle School:	Office Staff
High School:	Office Staff
District Office:	Office Staff

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 30<sup>th</sup>). 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: 12-15-2025

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 the administration, school counselors, school community liaisons, school psychologist, ESU 9, & local law enforcement. 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: 12-15-2025

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**

##### **Option 1:**

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief

for students. Therefore, memorials may not be displayed anywhere on school premises.

- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

#### Option 2:

- 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: 12-15-2025

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: 12-15-2025

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

Reviewed on: \_\_\_\_\_

## 3042

### Construction Management at Risk Contracts

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

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

#### **Definitions.** For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Hastings 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: 12-15-2025

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).

- I. **Definitions.** For purposes of this policy:
- A. **Act** means the Nebraska Political Subdivisions Construction Alternatives Act.
  - B. **Board** means the District's Board of Education.
  - C. **Department** means the Nebraska Department of Education.
  - D. **Design-Build Contract** (D-B 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 Act and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
  - E. **Design-Builder** means the legal entity which proposes to enter into a D-B Contract which is subject to qualification-based selection pursuant to the Act.
  - F. **District** means Hastings Public Schools.
  - G. **Letter of Interest** means a statement indicating interest to enter into a D-B Contract for a project pursuant to the Act.
  - H. **NEARA** means the Nebraska Engineers and Architects Regulation Act.
  - I. **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 to assist the District in the development of Project Performance Criteria, Requests for Proposals, evaluation of Proposals, evaluation of the construction under a D-B 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.
  - J. **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 water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

- K. **Proposal** means an offer in response to a Request for Proposals (RFP) by a Design-Builder to enter into a D-B Contract for a project pursuant to the Act.
- L. **Qualification-based selection process** means a process of selecting a design-builder based first on the qualifications of the design-builder and then on the design-builder's proposed approach to the design and construction of the project;
- M. **Request for letters of interest** means the documentation or publication by which the District solicits letters of interest;
- N. **Superintendent** means the District's Superintendent of Schools, or his or her designee.

II. **Resolution to Select Design-Build.** 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 described below.

- A. For a project, in whole or in part, for water, wastewater, utility, or sewer construction, the resolution shall include a statement that the District has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

III. **Selecting and Hiring a Performance-Criteria Developer (PCD)**

- A. **Selecting the Most Qualified PCD for Contract Negotiations.** The required procedures for selecting the most qualified PCD for contract negotiations differ depending on the magnitude of the District's estimate of the project's basic construction cost, as described in this section A.
  - 1. **Project Cost \$896,000 and Below.** For a project whose basic construction cost is estimated by the District to be \$896,000 or less, the District will use the following procedures for identifying the most qualified PCD:
    - a. The Superintendent will solicit statements of qualification from potential PCDs. Such solicitation shall include a general description of the project and shall indicate how interested individuals or firms can apply for consideration by the District. The Superintendent may, but is not required to, give public notice of such solicitation.

- b. Based on the statements of qualifications and any other relevant information that the Superintendent receives, the Superintendent shall make a finding identifying the applicant most qualified to serve as the PCD for the project based on the applicant's capabilities to perform, adequacy of personnel, past record and performance, experience, and such other factors as may be determined by the Superintendent to be applicable to the District's particular requirements for the project.
  - c. Following such finding, the Superintendent shall recommend to the Board that it negotiate a contract with the applicant so identified.
2. **Project Cost in Excess of \$896,000.** For a project whose basic construction cost is estimated by the District to exceed \$896,000, the District will use the following procedures for identifying the most qualified PCD:
- a. The District will encourage individuals or firms who desire to provide professional services to the District as its PCD for the project to submit a statement of qualifications. At least fifteen (15) days prior to the deadline to respond, the District will 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:
    - i. A general description of the project;
    - ii. How interested firms can apply for consideration by the District; and
    - iii. The date by which individuals or firms must submit their statements of qualifications; and
    - iv. A statement that any individual or firm 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 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; equipment and facilities; promptness; 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 in accordance with its terms.

- d. The Board will evaluate each qualified applicant's statement of qualifications and any other relevant the District has received. The Board will conduct discussions with, and may require public presentations by, at least three applicants regarding their qualifications, approach to the project, and ability to furnish the required service.
- e. The Board will select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors identified above.

**B. Negotiating a Contract with the PCD.** The Board shall negotiate a contract with the most qualified applicant (identified via the procedures above) for professional services at compensation that the Board determines is fair and reasonable. In making such 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 professional service 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 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.

- 1. **Prohibition Against Contingent Fees.** The contract between the District and the PCD must 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.

**C. Effect of Unsuccessful Negotiations**

1. If the Board is unable to negotiate a satisfactory contract with the applicant to be the most qualified at a price the Board determines to be fair and reasonable, negotiations with that applicant shall be formally terminated. The Board shall then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified firm, the Board shall terminate negotiations with such applicant. The Board shall then undertake negotiations with the third most qualified applicant.
2. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, the Board 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.

**D. Board-Designated Committee.** The Board may may designate a committee to carry out any or all of the Board's duties under this PCD selection and hiring 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.

**E. Open Meetings Act.** The public shall not be excluded from the meetings or proceedings under this section in accordance with the Open Meetings Act.

**F.** 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 PCD.

**G.** The PCD is prohibited from being employed by or having any financial or other interest in a Design-Builder that will submit a proposal.

#### IV. **Pre-Qualifying Design-Builders**

- A. **Letters of Interest.** The District shall prepare a request for Letters of Interest, which request 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 thirty (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; equipment and facilities; promptness; the quality of work previously done; 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 Design-Builder could perform it in accordance with its terms.

#### V. **Preparing Requests for Proposals (RFP).** The District, with the assistance of the PCD, will prepare the RFP, which shall contain:

- A. The identity of the District for which the project will be built and the District that will execute the design-build contract;
- B. A copy of this Design-Build Contact Policy and all other policies related to the D-B Contract;
- C. The proposed terms and conditions of the D-B 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;

- D. A project statement which contains information about the scope and nature of the project;
- E. Project Performance Criteria;
- F. Budget parameters for the project;
- G. Any bonds and insurance required by law or as may be additionally required by the District;
- H. The criteria for evaluation of Proposals and the relative weight of each criterion;
- I. A requirement that the Design-Builder provide a written statement of the Design-Builder's 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;
- J. A requirement that the Design-Builder agree to the following conditions:
  - 1. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
  - 2. 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;
  - 3. 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;
  - 4. 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
  - 5. 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 NEARA; and

K. Other information which the District chooses to require.

VI. **Notice of RFP.** At least thirty (30) days prior to the deadline for receiving and opening proposals, the District shall cause a Notice of RFP to be:

- A. Published in a newspaper of general circulation within the District;
- B. Filed with the Department; and
- C. Sent directly to the prequalified Design-Builders only.

VII. **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.

VIII. **Evaluating Proposals**

- A. The District may only proceed to negotiate and enter into a D-B Contract if there are at least two proposals from prequalified Design-Builders.e
- B. The Board shall designate members of a selection committee, which shall include at least five persons. Members of the selection committee must include:
  - 1. One or more members of the Board;
  - 2. One or more members of the District's administration or staff;
  - 3. The PCD;
  - 4. Any person having special expertise relevant to selection of a Design-Builder or construction manager 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 PCD.

- C. The District shall refer the Proposals for recommendation to the selection committee.

- D. The selection committee and the District shall evaluate Proposals taking into consideration the criteria enumerated in subsections (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 **(ten percent)**;
  2. The ability of the proposed personnel of the design-builder to perform **(twenty percent)**;
  3. The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(twenty percent)**;
  4. The quality of performance on previous projects **(twenty percent)**;
  5. The ability of the design-builder to perform within the time specified **(fifteen percent)**;
  6. The previous and existing compliance of the design-builder with laws relating to the contract **(ten percent)**; and
  7. Such other information as may be secured having a bearing on the selection **(five percent)**.
- E. 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.
- F. The District shall then evaluate and rank each Proposal on the basis of best meeting the criteria in the RFP and taking into consideration the recommendation of the selection committee.

**IX. Negotiating a Design-Build Contract**

- A. The District may attempt to negotiate a D-B Contract with the highest ranked Design-Builder selected by the District and may enter into a Design-Build 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 D-B Contract with the highest ranked Design-Builder, the District 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 D-B Contract after negotiations.

- D. If the District is unable to negotiate a satisfactory contract with the second highest ranked Design-Builder, the District may undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a D-B Contract after negotiations.
- E. If the District is unable to negotiate a satisfactory contract with any of the ranked Design-Builders, the District may either revise the RFP and solicit new proposals or cancel the Design-Build process under the Act.
- F. If the District is able to negotiate a satisfactory D-B Contract with a Design-Builder, the District shall file a copy of all D-B Contract documents with the Department within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Design-Builder shall file a copy of all contract modifications and change orders with the Department.

**X. Formal Protests Relating to the Solicitation or Execution of D-B Contracts**

- A. **Definitions.** For this section on "Formal Protests Related to the Solicitation of Execution of D-B Contracts" the following definitions apply:
  - 1. **Interested party** shall mean an actual or prospective Design-Builder 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 Design-Builder.
  - 2. **Protest** shall mean a written objection by an interested party on any phase of the bidding procurement process, including specification, preparation, performance criteria development, RFP, pre-qualification, ranking, contract negotiations, and 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 the event giving rise to the protest. Protests based on alleged apparent improprieties in a solicitation or other request for Proposals must be filed before Proposal opening or the deadline 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 Proposal 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 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 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 Design-Builders. 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 Board shall consider the Decision of the

Superintendent and shall make the final decision on the protest. The Board's decision shall be final.

XI. **Refinements and Changes.** A D-B 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 D-B Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

XII. **Adherence to Performance Criteria.** Throughout the project, the PCD shall remain engaged on the project and shall be responsible for monitoring the Design-Builder's adherence to the Performance Criteria in the Design-Builder's performance of the D-B Contract. Upon PCD's observation that the Design-Builder's performance of the D-B Contract has or is reasonably likely to materially diverge from the Performance Criteria, the PCD shall promptly notify the District of such observation and the basis for the same.

XIII. **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: 12-15-2025

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

Reviewed on: \_\_\_\_\_

## 3044

### **Incidental or De Minimis Use of Public Resources**

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

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

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

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

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

Adopted on: 12-15-2025

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.

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

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## **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.

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

Reviewed on: \_\_\_\_\_

## **3047 Data Breach Response**

### **I. Preparation**

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

#### **A. Data Governance**

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

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Approved vendors/contractors that have access to personal information or personally identifiable information,
4. Staff members with access to district devices,
5. 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 contact its cyber or relevant data breach insurance provider in the event of a suspected breach.
3. 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.
4. 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.

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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 is 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: 12-15-2025

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: 12-15-2025

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

Reviewed on: \_\_\_\_\_

## **3050 Technology in the Classroom**

### **I. In General**

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

### **II. Devices**

A. Non-district issued electronic devices may be provided by teachers for use in their classroom, so long as the use of such devices is supervised by a staff member and subject to the conditions set forth below.

Teachers who wish to bring a device into the classroom should inform the principal before deploying the device. The building principal may at his or her discretion prohibit the use of such devices or otherwise limit their use. The building principal may at any time direct that a teacher discontinue use of a given device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use 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. 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.

B. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that actively or passively create or transmit audio or video recordings must

have that function disabled while the student uses the device in a district classroom unless required by law. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

- C. 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.

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Reviewed on: \_\_\_\_\_

## **3051 Opioid Overdose Prevention and Response**

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

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

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

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

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

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

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

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

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

Adopted on: 12-15-2025

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

Reviewed on: \_\_\_\_\_

**3052**  
**Leasing Personal Property**

**I. Leases of Personal Property by the District**

**A. Applicability of this policy.**

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

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

**B. General Leasing Policy**

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

### **C. Leasing Procedures**

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than **\$5,000**, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

### **D. Relations with Vendors**

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

## **II. Lease of District-Owned Personal Property to Others**

### **A. Personal Property Valued at No More Than **\$10,000****

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than **\$10,000** is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than **30 days**. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property, provided

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

**B. Personal Property Valued in Excess of \$10,000**

If the board of education determines that any personal property that is owned by the school district and has a fair market value of at least \$10,000 is not needed for school district use, the board may lease such property, or portion thereof, upon such terms and conditions as it determines.

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

Reviewed on: \_\_\_\_\_

## **3053 Nondiscrimination**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: 12-15-2025

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 1<sup>st</sup> 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: 12-15-2025

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      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      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 [redacted] 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        days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

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

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **3057 Title IX Policy**

As required by Title IX of the Education Amendments of 1972, 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, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at [Office Address], [Email Address], [Telephone Number]. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

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

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- **Formal complaint** means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. 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.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- **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.
- **Sexual harassment** means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or

stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

- **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:
  - **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
    - **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
    - **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
    - **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
    - **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
  - **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
    - **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
  - who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship.
    - The type of relationship.
    - The frequency of interaction between the persons involved in the relationship.
- **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.
- **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—
  - fear for his or her safety or the safety of others; or
  - suffer substantial emotional distress.
- **Supportive measures** are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. 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.

**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. district personnel will not retaliate against any individual based on any report of suspected sexual harassment. 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.

## **Response to Sexual Harassment**

**General Obligations.** 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. 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 ability to impose discipline for off-campus misconduct does not necessarily constitute "substantial control" over the respondent and the context. The district's response to an allegation of sex harassment will treat complainants and respondents equitably.

**Limitations on Discipline.** No respondent will have disciplinary sanctions imposed upon him/her until the conclusion of the formal grievance process described below.

**Emergency Removal.** Disciplinary sanctions do not include removal on an emergency basis where the respondent is an immediate threat to the health or safety of another as a result of allegations of sexual harassment. The district also may place any employee on administrative leave during the pendency of the grievance process below.

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

**General Obligations.** All Title IX team members and individuals carrying out district obligations will comply with the regulatory requirements of objective evaluations, avoiding conflict of interest or bias, training, and protection of legally privileged information.

**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.

## **Grievance Procedure**

**Time Frames.** The district will resolve grievances in a time frame that is reasonably prompt. Good cause for delay 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.

**Range of Possible Sanctions and Remedies.** At the conclusion of the grievance process, 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 and/or immediate discharge from employment.

**Separation of Roles.** The decision-maker cannot be the same person as the Title IX Coordinator or the investigator(s).

**Notice of Allegations.** Upon receipt of a formal complaint, the district will provide notice of this policy and the allegations to all parties. The notice will include sufficient details known by the district at that time to provide sufficient time to prepare a response before any initial interview. Sufficient details, if known by the district, include the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident. The district will provide notice of additional allegations revealed during an investigation to the parties.

**Dismissal of Formal Complaint.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint, would not constitute sexual harassment even if proven; did not occur in the district's education program or activity; or if the conduct alleged did not occur against a person in the United States.

The district **may** dismiss the formal complaint if, at any time during the investigation or hearing, the complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled in or employed by the district; or specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

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.

**Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will 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. The district may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

The district will bear the burden of gathering evidence sufficient to reach a determination regarding responsibility. All parties will have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The district may not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

All parties will have the same opportunity to be accompanied by the advisor of their choice in any meeting or grievance proceeding. This policy does not relieve the advisor of choice of any other applicable legal obligations or limitations. 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.

The district will provide written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.

All parties will have an equal opportunity to inspect and review evidence obtained as part of the investigation if that evidence is directly related to the allegations raised in a formal complaint. The parties will have no less than 10 calendar days to review the evidence and submit a response. The investigative report will fairly summarize the relevant evidence and the investigator will send the finalized report to all parties and their advisors.

**Determination Regarding Responsibility.** Before the district reaches a determination regarding responsibility, each party may submit written, relevant questions of any party or witness. The decision-maker will 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 are never relevant. Questions about the complainant's prior sexual behavior are only relevant if those questions and evidence are offered (1) to prove that someone other than the respondent committed the conduct alleged by the complainant, or (2) are offered to prove consent and

concern specific incidents of the complainant's prior sexual behavior with respect to the respondent. If the decision-maker decides to exclude a question because it is not relevant, he/she will explain the basis for that decision.

The decision-maker will issue a written determination regarding responsibility no sooner than ten days after the parties receive the final investigative report. The decision-maker will apply the preponderance of the evidence standard. The written determination will include:

- Identification of the allegations potentially constituting sexual harassment;
- 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, and methods used to gather other evidence;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the district's code of conduct to the facts;
- 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
- The district's procedures and permissible bases for the complainant and respondent to appeal.

The district will provide the written determination to the parties simultaneously. If neither party timely appeals, the determination becomes final. If a party appeals, the determination will become final on the date that the district provides the parties with the written determination of the result of the appeal.

**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.

**Time for Appeal.** Appeals may only be initiated by submitting a written

Notice of Appeal to the Office of the Superintendent of Schools no later than 5:00 pm on the fifth calendar day after the written determination is issued. 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 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.

**Grounds for Appeal.** Appeals are limited to the following grounds:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination or dismissal was made that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker 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.

The district will notify other parties in writing when an appeal is filed; implement appeal procedures equally for all parties; and ensure that the decision-maker for the appeal is not the same person as the decision-maker, the investigator(s), or the Title IX Coordinator.

The district will give both parties a reasonable, equal opportunity to submit a written statement that supports or challenges the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

**Informal Resolution.** The district may informally resolve allegations without completing the grievance procedure with the written consent of all parties. The process may not be used when allegations involve an employee harassing a student. As part of this process, the district will provide to the parties in writing a notice stating:

- the allegations;
- 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;
- 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

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

**Recordkeeping.** The district will maintain the following records for a period of seven years:

- Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed, and any remedies provided;
- Any appeal and its result;
- Any informal resolution and its result; and
- 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.

The district will also create records documenting 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. The district will maintain these records for a period of seven years.

**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).

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section. 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 that a determination regarding responsibility alone is not sufficient to conclude that any party made a materially false statement in bad faith.

**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.

**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).

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

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

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**3057**  
**Title IX Policy**

As required by Title IX of the Education Amendments of 1972, 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, or be subject to discrimination under any of the district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report must be made by any means to the district's Title IX Coordinator whose contact information can be found on the district's website and in the district's student and staff handbooks. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

Adopted on: 12-15-2025

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

Reviewed on: \_\_\_\_\_

## **3058 Naming School Facilities and Property**

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

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

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

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

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

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

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

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

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

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

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

Adopted on: 12-15-2025  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **3059 Audio and Video Recording**

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

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

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

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

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

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

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

Adopted on: 12-15-2025

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

Reviewed on: \_\_\_\_\_

## **3060 Firearms and Weapons for Non-Students**

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

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

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

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

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

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

5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
  
6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

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

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

Adopted on: 12-15-2025

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

Reviewed on: \_\_\_\_\_

**CONTRACT OF EMPLOYMENT WITH **PK-5** ADMINISTRATOR  
2026-2027**

THIS CONTRACT is made by and between the Board of Education of the **Adams County School District 01-0018, a/k/a Hastings Public Schools**, hereinafter referred to as “the Board,” and \_\_\_\_\_, hereinafter referred to as “the Administrator.” This Contract shall supersede any prior employment agreements between the parties.

**1. Term of Contract.** This Contract is for a term of one (1) year beginning on the **1st day of July, 2026**, and expiring on the **30th day of June, 2027**. During this and any subsequent year under this contract, the Principal shall render at **least 215 working days** of service in the performance of his duties as Principal. “Working days” typically will not include Saturdays, Sundays, and shall consist of all days except those on which: there are scheduled school holidays and when school is not in session and teachers and/or staff are not required to be at school; school is cancelled; the Principal’s illness makes attendance impossible or impracticable; or the Board otherwise excuses the Principal. The Principal agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Principal shall keep complete and accurate records of his working days and shall provide the Superintendent with a report of his accumulated working days at least yearly. This Contract may continue as mutually agreed between the Parties in writing.

**2. Salary.** The annual salary for the **2026-2027** contract year shall be: \_\_\_\_\_ (\$ \_\_\_\_\_). Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Administrator is elected to any other office or offices of the Board of Education or in connection with the District, the Administrator shall perform the duties of such other office or offices without additional remuneration other than that as provided in this Contract.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees’ Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

**3. Benefits.** As further consideration for the services to be performed by the Administrator, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Administrator when the following specific conditions are met: (1) the Administrator is currently employed by the District and (2) the paid leave day is taken on a day Administrator would otherwise be expected to be at work.

1. Personal Leave. The Administrator shall be allowed **3 working days of personal leave** during each contract year to be used in a manner and at times selected by the Administrator; provided that such leave shall not be taken such as to interfere with times when the Administrator’s duties require the Administrator’s attendance at school (e.g., beginning and end periods of the school year).

2. Carry-over and Accumulation of Personal Leave. There is no carry-over or accumulation of unused personal leave from one contract year to another contract year. As of the commencement of any subsequent contract year, the Administrator shall be granted the number of personal leave days required to restore the number

of leave days to 3. Upon the separation of employment with the School District, any of Administrator's accrued but unused personal leave days shall be paid out.

3. Sick Leave. The Administrator shall be allowed **10 working days of sick leave** during each contract year. The Administrator may use sick leave when the Administrator is sick, has a medical appointment or condition that prevents the Administrator from reporting to work, or to care for an immediate family member who is sick or has a medical appointment or condition requiring the care of the Administrator.
4. Carry-over and Accumulation of Sick Leave. Any unused sick leave from the contract year will carry-over to the next contract year, so long as the Administrator's total accumulated sick leave does not exceed 50 days. At the commencement of any subsequent contract year, the Administrator shall be granted an additional 10 days of sick leave, so long as the Administrator's total sick leave days does not exceed 50 days. Upon the separation of employment with the School District, the Administrator's accrued but unused sick leave days shall not be paid out.
5. Holidays. For the purpose of this section, the term "working days" shall not include any Saturday, Sunday or legal holiday. It is understood, however, that the Administrator's duties may require that the Administrator work on such days.
- B. Health and Dental Insurance. The District will offer the Administrator the opportunity to participate in the District's health and dental insurance plan.
- C. Meetings and Dues. The Administrator shall attend appropriate professional meetings at the local and state levels provided that such attendance does not interfere with the proper performance of Administrator's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies and with the prior approval of the Superintendent or designee. In addition, the District **shall pay the Administrator's annual dues to the Nebraska Council of School Administrators**. The Board may pay dues for other professional organizations suitable for the Administrator's position upon the Administrator's request.
- D. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Administrator's official duties shall be reimbursed at the rate set annually by the Board for District travel.
- E. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Administrator in the Administrator's individual capacity or the Administrator's official capacity as an agent or employee of the District, provided that the incident arose while the Administrator was acting (or, in good faith, reasonably believed that the Administrator was acting) within the scope of the Administrator's employment with the District.

**4. Duties.** The Administrator is employed as a professional school administrator in the District. The Administrator shall perform the duties of such position as are assigned by the Superintendent or designee, regularly and customarily expected for such position, and such other duties and responsibilities as set forth in Board Policy. The Administrator shall be further subject to such other duties as the Superintendent or designee may assign from time to time without additional compensation, including duties not originally assigned to Administrator. The Administrator agrees to devote full time to the assigned duties and shall not accept outside employment that interferes with such duties.

In performing the assigned duties, the Administrator shall be governed by the policies, regulations and directions of the Board of Education. The Administrator shall in all respects diligently and faithfully perform the assigned duties to the best of the Administrator's professional ability. Regular, dependable, in-person attendance is an essential function of the Administrator's position.

**5. Contract Cancellation.** In the event the Administrator violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Administrator's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as an Administrator in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; and/or (7) just cause, including: (a) incompetency; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Administrator may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced by the Superintendent or designee in accordance with applicable law. Upon lawful cancellation or termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve (12) months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Administrator, shall be set off from sums due to the Administrator and, if the sums owing to the District are in excess of the sums due the Administrator, the amount owing shall be immediately refunded by the Administrator.

**6. Representations and Legal Requirements.** The Administrator affirms that: (1) the Administrator holds or will hold a valid and appropriate certificate to act as a certificated school administrator in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this Contract is not valid until the required certificate is registered in accordance with law and that the Administrator shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Administrator is not under contract with another Board of Education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Administrator further warrants and represents as follows: (1) all information set forth in the Administrator's application for employment and other information provided by the Administrator in seeking employment are true and accurate, and if said information ceases to be true, Administrator will advise the Superintendent immediately; (2) Administrator has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Administrator has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Administrator from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date.

**7. Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

**8. Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by Administrator and the Board of Education. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the Superintendent or designee on or before \_\_\_\_\_, 2026, shall constitute a rejection by the Administrator of the offer of employment. It is agreed that the Contract may be signed by the Administrator prior to Board approval of the Contract.

**EXECUTED** on this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**Administrator**

**EXECUTED** on this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**Authorized Representative, Hastings Public Schools**

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Adams County School District 01-0018, a/k/a Hastings Public Schools**, hereinafter referred to as “the Board,” and **Dr. Christopher Prosocki**, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with action taken by the Board, as recorded in the minutes of the Board meeting held on the 15th day of December, 2025, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

**1. Term of Contract.** This Contract is for a term beginning on the 15<sup>th</sup> day of December, 2025, and expiring on the 30th day of June, 2028, unless extended under the terms of this section (an "Extended Term"). A "contract year" for purposes of this Contract shall be from July 1 to June 30. Extensions ("roll-overs") may occur as follows:

a. Superintendent's Notice of Intent to Extend. Each year after the Contract Year, the Superintendent's Notice of Intent to Extend shall be given to the President of the Board between October 15th and December 1st. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract may not be extended.

b. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall have until on or before December 31st each year thereafter to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend or a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one contract year.

c. Notice of Non-Renewal. The failure to extend does not automatically affect a non-renewal of the Contract. The deadline to give a notice of non-renewal is April 15th.

**2. Salary.** The annual salary for the remainder of the 2025-2026 contract year shall remain at \$215,000.00. The annual salary for the 2026-2027 school year shall be mutually agreed to at a later date. All annual salary amounts shall be payable in twelve (12) equal installments. The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract, provided, however, that, in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

Each monthly salary installment shall be paid on or before the sixteenth (16th) day of each month during the term of this agreement. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security, and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

**3. Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

a. Leave Benefits. The Superintendent shall be allowed 23 working days of vacation leave and ten (10) working days of sick leave during each contract year, exclusive of legal holidays. Vacation days are to be used in a manner and at times selected by the Superintendent, provided that the Superintendent make reasonable efforts to not schedule vacations which would cause the Superintendent to not be able to attend regularly scheduled meetings of the Board of Education. It is desirable that the Superintendent use the allotted vacation time each year. However, when this is not possible, days may accumulate for future vacation use or for reimbursement up to a maximum accumulation of 23 days. Up to one half of the annual allotted vacation days may be carried forward each year to accumulate until the maximum is reached.

b. Section 125 Plan and LTD Insurance. The Superintendent may elect to participate in the School District's Section 125 Plan through a salary deduction agreement for the purchase of group health/dental insurance. The Superintendent may elect to pay the premium for Long Term Disability insurance that shall provide the Superintendent with a benefit equal to Sixty-Six and Two-Thirds percent (66.67%) of the total of the Superintendent's salary hereunder.

c. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, provided that such attendance does not interfere with the proper performance of Superintendent's duties. In addition, the District shall pay the Administrator's annual dues to the Nebraska Council of School Administrators. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies.

d. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of the Superintendent's official duties outside the District and the immediate area contiguous to the District and considered to be a part of the Hastings' area shall be reimbursed at the rate set annually by the Board for District travel.

e. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions,

and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District.

f. Other Benefits. The Superintendent may be provided such other benefits as are provided to employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

**4. Duties.** The Superintendent is employed as the Superintendent. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy and/or Regulations for such position. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that, with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations, and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

**5. Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulation and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements, provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints, and suggestions called to its attention to the Superintendent for action, study, or recommendation, as appropriate.

**6. Superintendent Physical:** The Superintendent may be provided a comprehensive medical examination in each contract year at the Board's expense. To be reimbursed for such medical examination, the Superintendent shall provide the Secretary of the Board of Education with a statement from the physician certifying to the physical competency of the Superintendent to perform the essential functions of the Superintendent's position. Such statement shall be placed in a separate medical personnel file and remain confidential as and to the extent permitted by law.

**7. Evaluation of the Superintendent.** Beginning in the 2026-2027 school year, the Superintendent shall be evaluated once during each contract year unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

**8. Contract Termination:** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to, (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participating in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) making any representations in this Contract which are determined to be false or incorrect; (6) failing to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (t) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties including Policy 305.0 Administrative Code of Ethics; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid but not earned prior to the date of termination of this Contract and any sums owing to the District by the Superintendent shall be set off from sums due to the Superintendent; and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of the Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits; and, if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement, whereupon the respective duties, rights, and obligations hereof shall terminate.

**9. Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds, or will hold, a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned

duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate; and, if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or pled no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude, or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract, provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

**10. Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

**11. Amendments and Severability.** This Contract may be modified or amended only in writing, duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education on or before December 31, 2025 shall constitute a rejection by the Superintendent of the offer of employment.

Dated this \_\_\_ day of December, 2025

Dated this \_\_\_ day of December, 2025

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Dr. Christopher Prosofski,  
Superintendent

# School Trip Proposal - Glenwood Gala Showcase for Show Choir

To the school board and administration,

## Overview:

I am writing to seek approval for an exciting opportunity for our show choir department, approximately 100 students, a prestigious competition in Glenwood, IA. This will be the first time we will be returning to Glenwood since we won our first ever grand championship in 2024. The event will provide invaluable experience and exposure for our students, fostering their growth and enthusiasm in the performing arts. Groups attending will be from Nebraska, Iowa, and Missouri. This trip is scheduled for January 17th.

## Trip Details:

Travel Dates: January 17th

Destination: Glenwood, IA

Event: Glenwood Gala - Glenwood High School

## Schedule:

### January 17, 2026

- Depart HHS: 4:00 AM
- Arrive at Glenwood: 7:00 AM
- Depart Glenwood: 11:00 PM
- Arrive at HHS: 2:00 AM

*\*Times could change depending on performance slot*

## Transportation:

We will be using 3 school buses from HPS, as well as the show choir trailer. The trailer will be pulled by a show choir parent's vehicle.

## Cost:

- The students will need to provide money for meals on the trip, just like every other show choir competition.

## Purpose and Benefits:

- 1. Enhanced Learning Experience:** Participating in the Executive Showcase Invitational will allow students to showcase their talents on a larger stage and gain constructive feedback from esteemed judges.
- 2. Team Building:** The trip will foster camaraderie and strengthen relationships among students, helping them work more effectively as a team.
- 3. Exposure to Professional Standards:** Students will have the chance to see performances by other high-caliber choirs that we do not usually see in Nebraska, offering inspiration and insight into high-level show choir performances.

4. **Exposure for Hastings High School:** Our choir has been invited to multiple national competitions, and this would be a great opportunity to showcase, not only our own community, but to others across the state what a great program we have here at HHS.

**Safety and Supervision:**

The trip will be chaperoned by 3 HPS staff members and multiple parent volunteers. These adults will be responsible for the group's safety and well-being throughout the trip.

**Conclusion:**

The Glenwood Gala Invitational represents a significant opportunity for our show choir students to advance their skills regionally and gain memorable experiences. We believe the benefits of this trip will greatly contribute to their personal and artistic development. We respectfully request the school board's approval for this trip.

Thank you for considering this proposal. We look forward to your positive response.

**Musically,**

**Christian Yost**

Vocal Music Director

[christian.yost@hpstigers.org](mailto:christian.yost@hpstigers.org)

Hastings High School

# School Trip Proposal - Sioux Falls Roosevelt Executive Showcase

To the school board and administration,

## Overview:

I am writing to seek approval for an exciting opportunity for our show choir department, approximately 100 students, to attend the Executive Showcase Invitational, a prestigious competition in Sioux Falls, SD. The event will provide invaluable experience and exposure for our students, fostering their growth and enthusiasm in the performing arts. Groups attending will be from Nebraska, Iowa, Missouri, Texas, and Illinois. This trip is scheduled from Jan 30th to Feb 1st, 2026.

## Trip Details:

Travel Dates: January 31st to February 1st, 2026

Destination: Sioux Falls, SD

Event: Executive Showcase - Roosevelt High School

## Schedule:

### Day 1: January 30, 2026

- Excused from class: 9:30 AM
- Load trailer and buses: 10:00 AM
- Departure from HHS: 10:30 AM
- Transportation: 3 Hastings High School Buses & Show Choir Trailer
- Hotel: ClubHouse Hotel & Suites  
*2320 S Louise Ave*  
*Sioux Falls, SD 57106*
- Evening Activity - TBD

### Day 2: January 31, 2026

- Event: Executive Showcase Competition - All Day
- Accommodation: ClubHouse Hotel & Suites

### Day 3: February 1, 2026

- Departure Home: 9:30 AM
- Return Travel: 3 Hastings High School Buses, Show Choir Trailer

## Accommodation:

We will be staying at ClubHouse Hotel & Suites. The hotel offers comfortable accommodations and is conveniently located near the competition venue. The cost for lodging is included in the show choir fee, calculated at 4 students per room.

\*The show choir will be covering the cost of 3 hotel rooms for the HPS bus drivers.

## Transportation:

We will be using 3 school buses from HPS, as well as the show choir trailer. The trailer will be pulled by a show choir parent's vehicle.

### **Cost:**

#### **Total Trip Cost Per Person: \$0**

- Their show choir fee already covers transportation, lodging, and all breakfasts. The students will need to provide money for meals on the trip.

*(Friday - Lunch/Dinner, Saturday - Lunch/Dinner, Sunday - Lunch)*

### **Purpose and Benefits:**

1. **Enhanced Learning Experience:** Participating in the Executive Showcase Invitational will allow students to showcase their talents on a larger stage and gain constructive feedback from esteemed judges.

2. **Team Building:** The trip will foster camaraderie and strengthen relationships among students, helping them work more effectively as a team.

3. **Exposure to Professional Standards:** Students will have the chance to see performances by other high-caliber choirs that we do not usually see in Nebraska, offering inspiration and insight into high-level show choir performances.

4. **Exposure for Hastings High School:** Our choir has been invited to multiple national competitions, and this would be a great opportunity to showcase, not only our own community, but to others across the state what a great program we have here at HHS.

### **Safety and Supervision:**

The trip will be chaperoned by 3 HPS staff members and multiple parent volunteers. These adults will be responsible for the group's safety and well-being throughout the trip.

### **Conclusion:**

The Executive Showcase Invitational represents a significant opportunity for our show choir students to advance their skills nationally and gain memorable experiences. We believe the benefits of this trip will greatly contribute to their personal and artistic development. We respectfully request the school board's approval for this trip.

Thank you for considering this proposal. We look forward to your positive response.

**Musically,**  
**Christian Yost**  
Vocal Music Director

[christian.yost@hpsitigers.org](mailto:christian.yost@hpsitigers.org)  
Hastings High School

## WICHITA TRIP NOTES

(Invitational Orchestra Festival)

### Educational Outcomes:

- Students will perform advanced music for nationally known adjudicators, giving them the opportunity to receive the highest level feedback possible. Unlike most events locally, the festival will include a clinic with the adjudicators.

### Basic Costs:

- Bus about 3500, plus tip (200)
- Hotel rooms at 120 each (ten rooms = 1200) - may be slightly less though.
- Not including meals, etc: 4900 give or take.
- Festival Fee - about \$200 (from activities, per Tracy Douglas)

### Other Costs:

- Meals: estimated \$600 to \$2600
  - 4/6 Dinner - 25 pp x 40 = 1000 - could depart after dinner, snacks instead.
  - 4/7 Breakfast - free at hotel
  - 4/7 Lunch - 15 pp x 40 = 600
  - 4/7 Dinner - 25 pp x 40 = 1000 - if we leave Wichita early enough, may not need.

### Proposed Itinerary:

- Monday, April 6, 2026
  - Load and depart HHS in the afternoon/evening. Maybe after dinner.
  - Arrive Wichita in the evening.
- Tuesday, April 7, 2026
  - Breakfast at hotel, early morning
  - Load at hotel, head to Wichita State University Campus
  - Morning/afternoon - Festival at WSU
  - Lunch will work around the festival schedule.
  - Departure after adjudication complete, any awards, etc.
  - Dinner either in Wichita, Salina, if we leave right after lunch, maybe no need.
  - Return to Hastings either late afternoon or early evening.

### Chaperones:

- Parent Group can provide some chaperones, potentially staff support as well. Could ask Rick Matticks, Christine Niemeyer.
  - Need one male chaperone for sure (could be DBS, or in addition)
  - Would like at least two female chaperones.
  - Ideally one would have something of a nursing background to deal with any minor issues.
  - Will need information on medical needs of students (only me unless needed for a medical situation)

Instruments:

- We will be bringing a maximum of 3 basses, 8 cellos, and 18 violins/violas. The latter fit easily in overhead racks of a bus, the cellos probably fit underneath, basses might be a challenge. Will need to check with Adventure Travel.
- There is a SMALL chance we will need to rent a small trailer for the cellos and basses.

**David Bernard-Stevens**

-----{ he - him - his }-----

*Director of Orchestras,  
Hastings Public Schools*



<b>Administrative Resignation/Release/Retire(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
No Resignation/Release/Retire(s)					
<b>Administrative Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>		<b>Effective</b>	<b>Replaces/Reason</b>
No Transfer(s)					
<b>Administrative New Hire(s)</b>					
<b>Name</b>	<b>Assignment/FTE/Building</b>	<b>Effective</b>	<b>Degree/Level</b>	<b>College/University</b>	<b>Replaces/Reason</b>
No New Hire(s)					
<b>Certificated Resignation/Release(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
Rick Matticks	Instrumental Music Coordinator/District-wide		1	5/22/26	Retire
Thomas Michalek	Vocal Music/Watson		1	5/22/26	Retire
Karlene Scharf-Reed	Grade 1/Lincoln		1	5/22/26	Retire
<b>Certificated Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>		<b>Effective</b>	<b>Replaces/Reason</b>
Meggan Messersmith	Teacher on Special Assignment/Lincoln	Instructional Facilitator/Lincoln	1	12/8/25	Becky Kulwicki/Retire in 24-25
Danielle Williams	Library Paraeducator/Watson	Teacher on Special Assignment/Lincoln	1	12/8/25	Meggan Messersmith/Transfer
<b>Certificated New Hire(s)</b>					
<b>Name</b>	<b>Assignment/FTE/Building</b>	<b>Effective</b>	<b>Degree/Level</b>	<b>College/University</b>	<b>Replaces/Reason</b>
Kim Creech (temp assignment)	Grade 2/Alcott	1/5/26 -5/22/26	MA45-17		Gina Andersen/resign
Bailey Schmit	Grade 2/Alcott	8/6/2026	BA-1	Hastings College	Kim Creech/temp assignment
<b>Extra Standard Resignation/Release(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>			<b>Effective</b>	<b>Replaces/Reason</b>
No Resignation/Release/Retire(s)					
<b>Extra Standard Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>		<b>Effective</b>	<b>Replaces/Reason</b>
No Transfer(s)					
<b>Extra Standard New Hire(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>	<b>Level</b>		<b>Effective</b>	<b>Replaces/Reason</b>
Cody Ochsner	HMS Assistant Girls Wrestling Coach	CAT. 1, Level 1		1-8-2026	New Position
<b>Classified Resignation/Release(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
Lorraine Atwater	SPED Paraeducator/Middle School		1.0	1/8/26	Resign
Sarah Avalos	Skills 3 Paraeducator/Alcott		1.0	12/7/25	Resign
Maryann Campos	Skills 3 Paraeducator/Hawthorne		1.0	12/19/25	Resign
Sarah Chei	Title 1 Paraeducator/Lincoln		1.0	12/19/25	Resign
Jamie Haverkamp	Inventory Clerk/Custodian/Maintenance		1.0	11/24/25	Resign
<b>Classified Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>	<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
Lori Christy	Title Paraeducator/Watson	Library Paraeducator/Watson	1	12/8/25	Danielle Williams/Transfer
Danielle Williams	Library Paraeducator/Watson	Teacher on Special Assignment/Lincoln	1	12/8/25	Meggan Messersmith/Transfer
<b>Classified New Hire(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
No New Hire(s)					
<b>CERTIFICATED OPEN POSITIONS</b>					
<b>NAME</b>	<b>POSITION</b>	<b>RESIGNATION/TERM DATE</b>			
HOPE MCMURTRY	HHS - SPED Resource	05-22-2026			
HALLIE RENNEN	Longfellow - Grade 2	05-22-2025			
TOM MICHALEK	Watson - Vocal Music	5-22-2026			
PAM TILLMAN	School Psychologist	05-22-2025			
0.5 FTE RHONDA MCBRIDE	School Psychologist	05-22-2025			
EMILY HASS	Speech Language Pathologist	05-19-2023			
JAMIE LEPANT	Speech Language Pathologist	05-19-2023			
KELSEY STOKELY	Speech Language Pathologist	05-19-2023			

RICK MATTICKS	Instrumental Band Coordinator	5-22-2026			
KARLEEN SCHARF-REED	Grade 1 - Lincoln Elementary	5-22-2026			
<b>CLASSIFIED OPEN POSITIONS</b>					
<b>NAME</b>	<b>POSITION</b>	<b>RESIGNATION/TERM DATE</b>			
ELIZABETH RASCON	HMS - EL Paraeducator	10-24-2025			
LORAIN ATWATER	HMS - SPED Paraeducator	1-9-2026			
SARAH AVALOS	AL - Skills 3 Paraeducator	12-7-2025			
ALYSSA TIMMERMAN	AL - School Nurse	5-22-2025			
MARYANN CAMPOS	HA - Skills 3 Paraeducator	12-19-2025			
JULIE DIDIER	LI - School Nurse	9-8-2025			
SARAH CHEI	LI - Title Paraeducator	12-19-2025			
NADIA TRAUSSCH	LI - Title Paraeducator	9-26-2025			
LORI CHRISTY (transfer)	WA - Title Paraeducator	12-7-2025			
	<b>DIST - PART TIME BUS DRIVER (NEW)</b>				
LORI HARTWIG	DIST - 9 Month Bus Driver	10-6-2025			
CHANCE KRATZER	District Bus Monitor	5-22-2025			
JAMIE HAVERKAMP	DIST - Inventory Supply ClerkCustodian	11-24-2025			
NICK COUSENS	SH - Night Custodian	9-23-2025			
<b>EXTRA-STANDARD OPEN POSITIONS</b>					
<b>NAME</b>	<b>POSITION</b>	<b>RESIGNATION/TERM DATE</b>			
MEAGAN BLODGET	HHS - Assistant Swimming & Diving	09-29-2022			
AARON OSWALD	HMS - Assistant Track	05-22-2025			
ANTHONY FAGIOLO	Vocal Music Learning Team Liaison	05-22-2025			
<b>HPS HAS 73 ACTIVE SUBSTITUTES AS OF 12/08/25</b>					