

BUSINESS PROCEDURES

For the entire 7000 section First Reading April 11, 2011

Second Reading June 13, 2011

FISCAL MANAGEMENT.....7000

The Board of Education recognizes that fiscal management comprises the basic support of the total school program. To make that support as effective as possible, the board:

1. Encourages advanced planning through the best possible budget procedures.
2. Shall spend funds so as to receive the greatest educational returns.
3. Expects quality accounting and reporting procedures.
4. Shall maintain a satisfactory level of expenditures in order to provide a quality educational program within the ability of the community to pay.

Non-Instructional Operations

The Board of Education expects operation and maintenance of school plant and equipment to set high standards of safety, to promote the health of students and staff, to reflect the moral and cultural aspirations of the community at its best, and to support environmentally the efforts of the staff to provide a quality education.

BUSINESS PROCEDURES

BUDGET PLANNING.....7010.1

The Hayes Center Public Schools budget shall be developed annually from the best estimates that can be made from the individual school levels with appropriate consolidation as the estimates move upward through higher levels of administration.

The Superintendent shall present to the Board of Education, for its consideration, preliminary estimates of the budgetary needs of the school system for the next fiscal year.

After the budget had been adopted, it shall be the responsibility of the superintendent to see that all personnel follow the budget in a businesslike manner.

BUSINESS PROCEDURES

PUBLICATION OF BUDGET.....7010.2

Notice of place and time of a public hearing on the proposed budget, together with a summary of the budget document will be posted at each school building and published in the official district newspaper at least five days prior to the date of hearing.

BUSINESS PROCEDURE

ADOPTION OF BUDGET7010.3

On or before September 20, a public hearing shall be held for either adopting or amending the proposed budget. If the proposed budget is changed prior to adoption a summary of such changes shall be published within twenty days of its adoption.

BUSINESS PROCEDURES

BUDGET AS A SPENDING PLAN7010.4

A system of fiscal control shall be established to govern the administration of the budget and the expenditure of funds.

The Superintendent shall set up and operate budget controls for all schools, departments and teachers. He/she shall administer the budget in conformity with legal requirements and by the direction of the Board of Education.

The Superintendent shall check the legality of all expenditures. He/she shall ascertain that all expenditures recommended for approval are legal ones.

INCOME

DEPOSITORY7020.1

The Board of Education shall determine the official depository of all school funds annually.

All funds received by the district shall be deposited promptly in the proper account of such depository.

All funds shall be insured as required by state statutes.

INCOME

SALE OF OBSOLETE EQUIPMENT AND PROPERTY7020.2

The Superintendent of schools is authorized and directed to dispose of all obsolete furniture and equipment in the most favorable manner to the district, and in accordance with all laws, rules, and regulations pertaining to such disposition.

The Superintendent will bring for board approval the sale of any and all obsolete property, equipment or supplies owned by the district. All items with an estimated value of over \$500 shall be sold on a bid basis.

Date of Adoption: _____, 2012

INCOME

INVESTMENT OF FUNDS.....7020.3

The Board of Education shall authorize the superintendent to invest surplus funds in securities approved by the State of Nebraska in accordance to statutes. Such investments shall have pledged securities behind all funds invested. Interest earned shall be deposited in the account from which the funds were invested.

INCOME

GIFTS TO SCHOOL DISTRICT7020.4

From time to time civic, school-related, and other in-district and out-of district organizations/individuals may wish to present gifts to the school district.

All gifts become the property of Hayes Center Public Schools. The Board of Education or its designated representatives shall make all decisions about the utilization and disposition of said gifts. These gifts may include items such as equipment, supplies, instructional materials, money, etc.

A letter should accompany any gifts presented to the district from the donor for official action and recognition by the Board of Education. Organizations and or individuals who make gifts to Hayes Center Public Schools who wish to remain anonymous should make their wishes known in their letter accompanying any gift presented to the district. The Superintendent should provide to the board the amount of the gift to be deposited and announce this to the Board of Education.

The Superintendent or the Board of Education may accept gifts for use by the school district. The Superintendent should notify the Board of Education when any gift has been provided to the school. No gift provided to the school district should restrict the district or cause discrimination among any pupils on any basis other than school grade or subjects or limit the Board of Education in its duties in the operation of the school.

Date of Adoption: _____, 2012

EXPENDITURES

REQUISITIONING AND PURCHASING7030

The Superintendent of schools is responsible for establishing a procedure for requisitioning and purchasing necessary supplies, equipment, and services that will provide maximum educational value for money expended. All General Funds purchases shall be made through the central office and must have the direct approval of the Superintendent. Purchases made without the approval of the superintendent are the individual's personal obligations and his/her responsibility.

Purchases of equipment or special services estimated to be in excess of \$1,000 shall be on a bid basis. Bids shall be acted on by the Board of Education.

The Board of Education will authorize payment for goods and services that are within budgetary limits, purchased according to policy and regulations and recommended for approval by the Superintendent.

REPORTS

MONTHLY REPORTS7040.1

The Board of Education shall be given a written financial report at each regular monthly meeting. Reports shall include, but not limited to, the general funds, activity fund, school lunch fund, and building/depreciation fund.

REPORTS

PERIODIC AUDIT.....7040.2

An independent certified public accounting firm selected by the Board of Education should make an audit of the account of the Hayes Center Public Schools annually. The audit examination shall be conducted in accordance with generally accepted auditing standards, shall comply with the current rules and regulations approved by the State Board of Education and Auditor of Public Accounts, and shall include all funds over which the Board had direct or supervisory control.

INSURANCE

LIABILITY AND PROPERTY INSURANCE PROGRAM.....7050.1

The Board of Education shall purchase liability and property insurance for the protection of the school district.

Liability insurance shall be in an amount the Board of Education deem reasonable to protect the board as a corporate body, and its employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental injury to any person while the above named insured are acting in the discharge of their duties within the scope of their employment, or by direction of the board.

Property insurance (in the amount the Board of Education deems reasonable) shall be purchased to cover the estimated replacement costs of facilities and equipment. Insurance representatives and the superintendent shall review property value annually.

The insurance program shall be periodically reviewed with the Board of Education.

BUILDING AND SITES

OPERATION AND MAINTENANCE OF PLANT7060.1

The Board of Education will provide school facilities that are safe, sanitary, properly equipped, lighted, ventilated, and aesthetically suited to promoting the goals of the schools.

The Principal of each school in conjunction with the supervisor of building and grounds shall be responsible for the care and maintenance of the building and grounds.

BUILDING AND SITES

MAINTENANCE SCHEDULE7060.2

A one and five-year maintenance schedule shall be developed by the supervisor of building and grounds and submitted to the Superintendent who shall present it to the Board of Education for their consideration on an annual basis.

BUILDING AND SITES

BUILDING KEYS.....7060.3

All keys used in a school shall be the responsibility of the respective principal. Permanent issuance of keys shall be made only in those instances where the employee regularly needs a key in order to carry out normal activities necessitated by his/her assignment(s). When the need for a particular key of a temporary nature, a key shall be used on that basis and shall be returned immediately following termination of the need of its use.

Keys shall be issued through the office of each principal.

Each principal shall set up a key control system with a record of the number of each key filed.

The person issued a key shall be responsible for its safekeeping and shall pay for a duplicate key if lost. Duplicate keys are obtained only through the Superintendent's office. No keys shall be duplicated without the permission of the Superintendent.

Keys shall be used only by authorized employees and shall not be loaned to pupils.

BUSINESS PROCEDURES

COMMUNITY USE OF BUILDINGS, PROPERTY, EQUIPMENT.....7070.1

Community Use of School Facilities

School facilities are primarily intended for the District’s educational and extracurricular activity programs. School facilities are, however, made available for use by outside groups to further the interests of the District and the community. Use by non-school groups is allowed pursuant to an application process and is subject to the terms and conditions set forth in this policy.

1. Application for Use.

Outside groups that wish to use school facilities must submit a completed Application for Use form signed by a representative of the outside group who has authority to commit the outside group to the terms and conditions of the Application. The outside group, as Applicant, shall specify the nature of the intended use, the dates and times of the requested use, and the facilities for which use is requested.

The form shall be developed by the administration. The form shall include the statement that:

This application is subject to the terms of the Board’s “Community Use of School Facilities” policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

2. Acceptance of Application for Use.

Acceptance or rejection of applications shall be the responsibility of the Superintendent or the Superintendent’s designee.

Applications shall not be rejected for any unlawful reason, including unlawful discrimination on the basis of race, national origin, gender, religion, disability, age, marital status, or veteran status, and including the applicant’s legally protected exercise of constitutional or statutory rights.

The District’s facilities are designated as nonpublic forums. Accordingly, applications shall not be accepted for:

- a. Uses that may conflict with or that disrupt the District’s educational or extracurricular activity programs.
- b. Uses inconsistent with the mission of the District.
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.
- e. Uses for outside commercial activities except with approval of the Board; and

- except for camps and other activities for high school students subject to and consistent with Bylaws of the Nebraska School Activities Association.
- f. Uses that involves gambling or games of chance.
 - g. Uses that involves a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
 - h. Uses that involve the meetings of secret clubs not open to members of the public.
 - i. Non-community type uses such as wedding receptions, slumber parties, personal use and similar activities.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities will generally not be available for community use at times when school staff are not available to monitor the Applicant's use, such as on legal holidays; before 7:00 a.m.; after 10:00 p.m. and Sunday mornings prior to Noon.

Leases of school facilities require approval of the Board. As such, Applications that request long-term use of facilities in the nature of a lease will be denied.

Applications may be denied based on the determination of the Superintendent or the Superintendent's designee that the Applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse the District for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

When an Application conflicts with another Application, the Applications will be accepted according to the following priority order:

- a. Events or activities that are designed to service students of the District or which are related to any function of the District, including approved school-community associations and school-affiliated non-profit groups.
- b. Tax-supported agencies such as educational entities or units of city, county or state government.
- c. Nonprofit community agencies such as private educational agencies.
- d. Groups where the majority of the members reside within the District.

For use conflicts within each group, priority will be given to the first to submit their Application; provided that the Superintendent or the Superintendent's designee may approve an Application that is not first-filed if the other Applicant's use could be feasibly changed to a non-conflicting time or area.

Applications that are accepted may not be assigned or transferred to another outside group.

Applications that are accepted are subject to cancellation by the Superintendent or the Superintendent's designee. Cancellation will occur in the event the administration reasonably determines:

- a. Any of the reasons for non-acceptance of an application exist.
- b. The Applicant fails to meet any term or condition required prior to the use. This

- includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance is in place.
- c. Circumstances make the use unsuitable. This includes but is not limited to:
 - i. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that the school would not otherwise clear prior to the activity or event. The Applicant may request that the District clear the hazards such that it may proceed with its activity or event. If the District agrees to do so, the Applicant shall be responsible for all costs incurred by the District in clearing the hazard.
 - ii. School staff being unavailable to monitor the use or to provide set-up or clean-up services where the District has accepted responsibility for such.
 - iii. The need to use the facilities for a school activity or purpose.

Generally, if school is closed on the date of the Applicant's intended use due to inclement weather or hazardous conditions, the Applicant's use will be cancelled.

The Applicant shall remain responsible for fees or expenses, and any deposit that has been received by the District shall be forfeited and be kept by the District, if cancellation occurs because of the fault of the Applicant. Otherwise, the District will return any deposit that has been received by the District. The District will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

An Applicant may withdraw its Application at any time prior to acceptance. An accepted application may be withdrawn by the Applicant, subject to approval of the Superintendent or the Superintendent's designee. Approval is subject to the conditions that the Applicant has given reasonable advance notice (ordinarily, at least 48 hours) and that the Applicant reimburse the District for any expense the District has incurred.

3. Conditions of Use.

The conditions for use are as follows:

- a. Compliance. Applicant agrees to:
 - i. Comply with all local, state and federal laws, including health and fire codes.
 - ii. Comply with Board policies concerning non-discrimination and the use of school facilities.
 - iii. Comply with reasonable administrative rules related to use of facilities and the requests of school officials related to the Applicant's use of the facility.
- b. Disclaim School Sponsorship. The District does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements suggesting such sponsorship and to publish statements of non-school sponsorship

in such form and manner as the administration may request.

- c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:

- i. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
- ii. Enters any area of the school facilities that the Applicant has not been given permission to use, or accesses any school records.
- iii. Engages in the use of tobacco, alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs.
- iv. Possesses a firearm or a weapon.
- v. Engages in disorderly, lewd, or lascivious conduct.
- vi. Engages in any criminal behavior.

Applicant shall remove any person from the activity or event who engages in any of the above listed conduct. Applicant agrees to report to the school administration by the close of the next business day the identity of any person who engaged in any of the above listed conduct and the details of the conduct. If the offending person is a student, the report shall be made immediately.

In the event the school administration determines that the nature of the activity or event warrants the presence of security services, Applicant agrees to provide such security services.

Applicant agrees to ensure that all persons attending its activity or event are off school grounds at the end of its time of permitted use, except for students or school staff who are authorized to remain for a school-related purpose.

- d. Condition of Premises. Applicant agrees to:

- i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.
- ii. Not use or allow any school equipment to be used without express approval of school administration.
- iii. Not bring or allow others to bring food or beverages on to school grounds without express approval of school administration.
- iv. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
- v. Not use any electrical equipment that has been brought onto the premises without express approval of school administration.
- vi. Not allow the wearing of street shoes or shoes with black soles on gym

- floors or other protected surfaces.
- vii. Not park or allow others to park in fire lanes or reserved spaces or in any manner inconsistent with the school's parking rules.
 - viii. Not cause or allow others to cause damage to school facilities or equipment.
 - 1. In the event damages are sustained, Applicant accepts responsibility for reimbursing the District for the cost of repair or replacement.
 - 2. Applicant agrees that the school administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
 - 3. Applicant shall immediately report to the school administration any damage to school facilities or equipment that occurs during the Applicant's use of school facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
 - ix. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other school property to their proper location. The clean-up shall be promptly completed. In the event the District provides the clean-up service, Applicant agrees to reimburse the District for the cost of such clean-up.
 - x. Remove any property brought in by the Applicant and by any person attending the activity or event. The District is not responsible for any personal property that is left on the premises.

- e. Financial Responsibility. Applicant agrees to:
 - i. Procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.
 - ii. The insurance requirement is subject to waiver by the Superintendent or the Superintendent's designee only in circumstances where the intended use presents very little potential for injury or damage and the activity or event is designed to serve the District's students or staff.
 - iii. Indemnify and hold the District, the Board, school employees and agents of the District harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of school facilities.

4. Fees for Use.

The Superintendent or Superintendent's designee shall establish a daily use fee schedule that establishes rates for specific parts of the school facilities (that is, kitchen, auditorium, gymnasium, athletic field, classrooms, meeting rooms). The rates shall be reviewed on a periodic basis; with the review to occur no less than every two years.

The fee rates shall be in an amount sufficient to cover estimated staff time and direct costs associated with:

- a. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.
- b. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
- c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after the use.
- d. Kitchen. Cost of providing access to the kitchen facilities; as ordinarily any permitted use of the kitchen will require the presence of a member of the school's food service staff.
- e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the school's staff who is familiar with proper use of the equipment.
- f. Monitoring. Cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
- g. Security. Cost of providing security services when determined to be needed for the activity or event.

The fee schedule shall be applied evenly to all Applicants, with two exceptions:

- a. A different fee may be assessed where the Superintendent or Superintendent's designee reasonably determines that the Applicant's use will require staff time or cause direct costs different than those used in establishing the fee schedule.
- b. A fee waiver or reduced fee rate shall be given for use where the activity or event is designed to serve students of the District or children; such as approved school-community associations and school-affiliated non-profit groups and summertime sports leagues, sports camps, etc., that are subject to NSAA regulations.

5. Use Consistent with NSAA Bylaws.

Use of school facilities for activities that are subject to the Bylaws of the Nebraska School Activities Association (NSAA) shall be permitted subject to and in accordance with the NSAA Bylaws. Such use shall be consistent with this policy for non-school groups. Examples of acceptable use of school facilities for activities are:

- a. Summer Leagues. There must be evidence that the organization or individual conducting the league has rented or leased the facility (for example, via an

Application for Use) to prove the school is not involved in its sponsorship or funding.

- b. Commercial Sport Camps/Clinics. School facilities for use by individuals, including the District's own coaches or other organizations for commercial camps/clinics or schools. Camps conducted by high school coaches shall be publicized as open to all area individuals wishing to attend and not limited to students from the coach's high school.
- c. All-Star competition that involves graduated seniors.
- d. Competitive meets and contests sponsored by non-school groups.
- e. Facilities approved under the above stipulations include: gymnasiums, tracks, swimming pools, tennis courts, athletic playing fields, and baseball and softball diamonds.

**APPLICATION FOR USE OF SCHOOL FACILITIES
Hayes Center Public Schools**

Name of Organization Making Request: _____ **Date:** _____

Type of Organization and Type of Activity or Event

- _____ Event or activity that is designed to service students of the District or which is related to any function of the District, including approved school-community associations and school-affiliated non-profit groups. *Describe:* _____
- _____ Tax-supported agency such as educational entity or unit of city, county or state government. *Describe:* _____
- _____ Nonprofit community agency such as a private educational agency. *Describe:* _____
- _____ Group in which the majority of the members reside within the District. *Describe:* _____
- _____ Other. *Describe:* _____

Facilities Requested. Building: _____ **Areas:** _____

Dates & Times Requested:

The event must be scheduled at least five days in advance of occurrence. All events must be sponsored and attended by a member of the staff or designated group who must be present for the entire event. Fees may be assessed based upon the condition of the facilities when returned, and operational costs when appropriate. Fees will be determined by H.C.P.S. administration.

<u>Dates (From – To)</u>	<u>Time (From – To)</u>	<u>Repeating</u>	<u># Wks.</u>
_____	_____	Yes No	_____
_____	_____	Yes No	_____
_____	_____	Yes No	_____

Details of Use (Attach an additional explanation if needed)

Describe the Type of Activity or Event: _____

No. of Anticipated Users and Spectators: _____ Concessions/Food Served: Yes No Describe: _____

Set Up or Tear Down Required by District: _____

Type of Cleaning Required During and Afterwards: _____

Special Equipment to be Used (District & Organization): _____

Fees (To Be Completed by Superintendent or Designee)

<u>Type</u>	<u>Amount</u>
Access	_____
Custodial	_____
Kitchen	_____
Special Equipment	_____
TOTAL	\$ _____
Advance Deposit	\$ _____
Date Deposit Due	_____

Applicant may be required to procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.

Insurance required: Yes No (for school official to complete)

BUSINESS PROCEDURES

USE OF SCHOOL EQUIPMENT7070.2

No school property or equipment is to be loaned or taken from the school without approval of the Superintendent.

Employees are not to use school facilities or equipment for personal use without the approval of the building principal or Superintendent.

Community Relations

Use of School Facilities: Student Groups and Boy Scouts

1. Equal Access to Student Groups. In the event any of the secondary schools (grades 6-12) have a limited open forum as defined in the Equal Access Act, such school(s) shall not deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. A limited open forum for this purpose exists if the secondary school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.

All such student meetings at school are subject to the following requirements:

- a. the meeting must be voluntary and student-initiated;
- b. there must be no sponsorship of the meeting by the school or its agents or employees;
- c. employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- d. the meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- e. non-school persons may not direct, conduct, control, or regularly attend activities of the student group.

The administration shall in all respects maintain the District in compliance with the Equal Access Act.

2. Equal Access to Boy Scouts. If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall not deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America. The same principles apply to any other youth group listed in Title 36 of the United States Code as a “patriotic society.” The administration shall in all respects maintain the District in compliance with the Boy Scouts of America Equal Access Act.

The use of school facilities for student meetings and Boy Scouts as provided above shall be subject to the same provisions as other community, non-school groups and may be required to complete a community use application as and to the same extent as other noncurriculum related student groups (in the case of student meetings) and other outside youth or community groups (in the case of the Boy Scouts).

Legal Reference: 20 U.S.C. §§ 4071-4074 (Equal Access Act)
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act) & 34 CFR Part 108

BUSINESS PROCEDURES

EQUAL ACCESS TO SCHOOL FACILITIES7070.4

In accordance with federal legislation related to limited open forums, non-curriculum related student groups may, with the written permission of the principal or the principal’s designee, meet on the school premises at such times and places determined by the Principal or the Principal’s designee, subject to the following: *

1. The meetings are held during non-instructional times.
2. Facilities are available to accommodate the meeting without interfering with other school activities.
3. The meeting is voluntary and student-initiated.
4. There is no sponsorship of the meeting by the school district or its employees or by any other governmental body or its employees.
5. Employees of the school district are present only in a non-participating capacity.
6. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school.
7. Persons who are not regularly enrolled students or employees of the District in the Hayes Center Public Schools will not direct, conduct, control or regularly attend meetings held on the school premises.

*For purposes of this policy:

1. “Curriculum Related” student groups means: Any group sponsored by the District or by the individual school to which the Principal assigns a staff member as sponsor on either a pay or non-pay basis. A “Curriculum Related” student group shall not include any group, which has a religious or political affiliation or purpose.
2. “Non-Curriculum” related student groups should mean: Any student group, which is not a curriculum, related student group.

Community Relations

Service Animals7070.5

Individuals with a disability shall be permitted to use a service animal on school premises as and to the extent provided by law.

1. Definition of Service Animal

A service animal is a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals are not service animals for the purposes of this definition, though miniature horses are in certain circumstances entitled to similar treatment.

The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks that a service dog may perform to meet this definition include:

- Navigation: assisting individuals who are blind or have low vision with navigation and other tasks,
- Alerting: alerting individuals who are deaf or hard of hearing to the presence of people or sounds,
- Protection: providing non-violent protection or rescue work,
- Pulling: pulling a wheelchair,
- Seizure: assisting an individual during a seizure,
- Allergens: alerting individuals to the presence of allergens,
- Retrieving: retrieving items such as medicine or the telephone,
- Physical support: providing physical support and assistance with balance and stability to individuals with mobility disabilities, and
- Interrupting behaviors: helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

Work or tasks that are excluded from meeting the definition are:

- Guard dogs: the crime deterrent effects of an animal's presence and
- Companion dogs: the provision of emotional support, well-being, comfort, or companionship.

2. Permit Presence of Service Animals

An individual with a disability shall be permitted to be accompanied by his or her service animal in all areas where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go. A bona fide trainer of a service animal also has the right to be accompanied by such animal in training. The individual may not be required to pay an extra fee for the service animal to attend events for which a fee is charged.

Service animals may be excluded from school premises if:

- a. The service animal is out of control and the service animal's handler does not take

- effective action to control it;
- b. The service animal is not housebroken; or
- c. The presence of the service animal poses a direct threat to the health or safety of others. To determine whether a “direct threat” exists, an “individualized assessment” is to be made to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

3. Control of the Service Animal.

The service animal must be under the control of its handler. In most cases, the dog must have a harness, leash, or other tether. The service animal does not need to be on a leash, however, if the handler is unable because of a disability to use a leash. A leash is also not required if it would interfere with the service animal’s safe, effective performance of work or tasks. If either of the leash exceptions applies the service animal must be under the handler’s control via voice control, signals, or other effective means.

4. Responsibility for Care or Supervision.

The school district is not responsible for the care or supervision of the service animal. The individual with the service animal shall be liable for any damage done to the premises or facilities or to any person by such animal.

5. Inquiries.

When addressing a service animal matter, staff shall not ask about the nature or extent of the person’s disability.

Staff may not ask questions about the dog’s qualifications as a service animal when it is readily apparent that the dog is trained to do work or perform tasks for an individual with a disability. Examples include where the dog is observed guiding an individual who is blind or has low vision, pulling a person’s wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability.

Where it is not readily apparent that the dog qualifies as a service animal, staff may ask if the dog’s presence is required because of a disability and what work or task the dog has been trained to perform. Staff may not require documentation, such as proof that the dog has been certified, trained, or licensed as a service animal.

Legal Reference: Americans with Disabilities Act of 1990 (ADA), 28 CFR §28.104 and §35.136; Section 504 of the Rehabilitation Act of 1973 (Section 504); and Neb. Rev. Stat. §§20-126.01 and 20-127

Date of Adoption: February 13, 2012

BUSINESS PROCEDURES

TRESPASSERS7080

Restrictions on the use of school buildings and grounds may be implemented by administrative action. The Board gives all district and building administrators and their designees full power and authority to implement and enforce restrictions on access to school property and to issue no trespassing commands and stay away/no trespassing letters. Such action shall be taken consistent with constitutional and other legal rights.

All district and building administrators and their designees shall have full power and authority to direct any individual or group to leave school grounds and stay away where such individual or group has:

1. Failed to comply with identification or check-in procedures,
2. Are determined by such administrators or designees to not have a legitimate school purpose to be on school grounds, or
3. Who are determined by such administrators or designees to present a risk to the safety of building users or a risk of disruption to the educational program, including without limitation, registered sex offenders.

A refusal to leave or stay away as directed will be considered trespassing and shall be reported by the administrators or their designees to proper law enforcement authorities.

Legal Reference: Neb. Rev. Stat. §§ 28-520 to 28-522

BUSINESS PROCEDURES

PROCEDURES – BIDDING CONSTRUCTION PROJECTS.....7090

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is over \$40,000.00. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award: The contract shall be awarded to the lowest responsible bidder as and to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria set forth in this Policy for purchases of equipment, materials and supplies.
5. Performance and Payment Bonds: Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of \$10,000 or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the

contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer: The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed eighty-six thousand dollars (\$86,000), or the dollar amount set forth in Neb. Rev. Stat. § 81-3445, as amended from time to time.
7. Additional Procedures: Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Source: Neb. Rev. Stat. §52-118; Neb. Rev. Stat. §73-101 *et seq.*; Neb. Rev. Stat §73-106; Neb. Rev. Stat. §81-3445.

Business Procedures

Contracting for Services7091

Contractual services which by their nature are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill, where the ability or fitness of the individual plays an important part, are not subject to bid but are subject to approval by the Board of Education in conformity with established policy.

Every contract for services to be provided to Hayes Center Public Schools shall require that the contractor use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Such requirement shall be deemed to be included and a part of the terms of every contract for services with the School District, including but not limited to oral contracts.

Legal Reference: Neb. Rev. Stat. § 4-114

Date of Adoption: April 14, ____, 2011

BUSINESS PROCEDURES

Facilities – Performance, Labor and Material Payment Bonds7100

Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of \$10,000 or less unless the School Board includes a bond requirement in the specifications for the project.

The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

Legal Reference: Neb. Rev. State. 52-118