

Agenda

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
 - 2.1. Call the Meeting to Order
 - 2.2. Roll Call
 - 2.3. Excuse Board Members Who Are Absent
3. Approval of Agenda
4. Recognition of Visitors/Communications from the Public
5. Reports
 - 5.1. Principals Reports
 - 5.1.1. Elementary Report
 - 5.1.2. MS/HS REPORT
 - 5.2. Superintendent's Report
 - 5.3. Board Reports
6. Action Items
 - 6.1. Consent Agenda
 - 6.1.1. Approval of the Previous Meeting's Minutes
 - 6.1.2. Treasurer's Report
 - 6.1.3. Payment of general fund claims in the amount of \$393,263.92
 - 6.1.4. Payment of qualified capital purpose undertaking fund claims of \$2,407.50
 - 6.2. Consider, discuss and take all necessary action to approve Superintendent as Authorized District Representative starting July 1, 2021.
 - 6.3. Consider, Discuss, and take all necessary action to review the following School Board Policies for the 2021-2022 school year: 5035 Student Discipline, 5054 Student, 5001 Compulsory Attendance and Excessive Absenteeism, 5057 District Title I Parent and Family Engagement Policy, 5018 Parent and Guardian Involvement In Education Practices
 - 6.4. Consider, Discuss, and take all necessary action to update policies 2005 - Conflict of Interest, 3003 Bidding for construction, remodel and repair or site improvements, 3003.1 Bidding for construction remodel, and repair or site improvement with federal funds, 3004.1 Fiscal management for purchasing procurement using Federal Funds, 3042 Construction Management at risk contracts, 3043 Design-Build contracts
5063 - Audio & Video recordings, 6036 Reading and Instruction and Intervention Services from KSB School Law.
 - 6.5. Consider, discuss and take all necessary action to approve student accident and catastrophic insurance policies.

6.6. Consider, Discuss, and take all necessary action to accept the resignation agreement and release of employment for Dale Maynard as the 6-12 Principal for the 2021-2022 School Year.

7. Executive Session

8. Next Meeting Dates and Times

8.1. Regular meeting July 12, 2021, 7:00 PM at the Osceola Middle/High School Media Center.

9. Adjournment

Jeffrey Elementary's Internet Safety Report 2020-2021

All students kindergarten - 5th grade were taught internet safety during their tech times each week. Grade level specific lessons and activities were taught during the months of August and September. The lessons were taken from the web based Common Sense Education: digital-citizenship. These are the core ideas covered within the program:

- 1) Media Balance & Well-Being
- 2) Privacy & Security
- 3) Digital Footprint & Identity
- 4) Relationships & Communication
- 5) Cyberbullying, Digital Drama, & Hate Speech
- 6) News & Media Literacy

Here is how Common Sense explains their program:

"Designed and developed in partnership with Project Zero at the Harvard Graduate School of Education -- and guided by research with thousands of educators -- each digital citizenship lesson takes on real challenges and digital dilemmas that students face today, giving them the skills they need to succeed as digital learners, leaders, and citizens tomorrow."

[*https://www.commonsense.org/education/digital-citizenship](https://www.commonsense.org/education/digital-citizenship)

Ms. Recker

On January 13, we read a story in our reading book called The First Tortilla by Rudolfo Anaya. This story is a legend that tells how a young girl becomes a hero in her village. In this story there are many Spanish words that we read and practiced saying and talked about their meaning. The story also talked about how tortillas are made and even includes a recipe to make them at the end. Since making tortillas was native to their country, we talked about customs and traditions in our country.

Mrs. Sterup

During the month of December Kindergarteners studied Christmas Around the World in Social Studies. Students visited the countries of Mexico, Sweden, Germany, Italy and the United States. Students listened to books being read aloud to them about each place. After reading books, students completed an activity learning about what takes place during the country's Christmas season.

During the month of February, Black History month, students listened to many books involving important people such as Martin Luther King, Jackie Robinson and Rosa Parks.

Mrs. Kropatsch

During the month of February, Black History month, students listened to many books involving important people such as Martin Luther King, Jackie Robinson and Rosa Parks.

Literature books read to the third graders were about a variety of different cultures. Students' reading textbook includes characters from different cultures. One entire unit focused on different cultures. Stories compared the 2 different cultures one family shared with a mother from Spain and a father from Lebanon.

Mrs. Johnson

Several of the stories in our reading series, Reading Street, are about people from different economic, social and religious backgrounds. Our students read these stories and discussion is had about people of cultures that are different than ours. We discuss what we have learned from other cultures and what we have shared as well.

Kiley Nielsen/Jason Z.

4th/5th Grade Multicultural Report

4th and 5th grade language curriculum comes with our reading series. The students are exposed to different multicultural stories in their textbook. The language assignments correlate to those stories and multicultural exposure.

Multicultural Unit

In our Regions/Nebraska History textbooks we talk about the changes that have taken place in all 5 regions and throughout Nebraska history. We cover such things as Sequoyah and the Cherokee Nation, the Trail of Tears, Thomas Jefferson and Civil Rights, Underground Railroads, and all the way to the Emancipation Proclamation. We also talked about how many countries have struggled for their freedom as well.

Multi-cultural

- *We discussed the uses and availability of different natural resources from around the world in 7th grade science. Kids thought of ways different countries could work together to grant access to these resources to everyone.*
 - *In 8th grade science we discussed different genetic technologies and their impacts on different cultures both economically and morally.*
 - *In 7th grade science students investigated different rock types and rock memorials from different countries, then designed a device to protect them from weathering and erosion.*
-
- *Throughout all science and math classes, we have discussed digital citizenship in regards to plagiarism. I encouraged students to write information in their own words when pulling from online sources. I also showed students how to cite their sources and made sure that if they used something directly from the internet they needed to include a citation giving credit to the original author.*

We discussed different scientists throughout the world and history and why they are all important. We also discussed in biology about how different diseases and genes tend to affect different cultures more than others.

In my ceramics class, I had my students do a report over ceramic artists and historic regions. These regions included: Asia, Africa, Central America, South America, and Australia. Students researched these cultures and found out how ceramics were important to their culture. At the elementary school, I taught students about multiple artists of different cultures, like Indian artists and their use of the mandala or the quilters of Gee's Bend, Alabama, who are all African-American. I also taught students about Frida Khalo, a Mexican painter for a Dia De Los Muertos project. This project taught students about the holiday Dia De Los Muertos.

Embroidery Class - We discussed different materials and where they come from and different designs that were acceptable in one culture may not be acceptable in another. Also designs for different generations.

Foods Class- we cooked different kinds of foods from different countries. We cooked tacos on Cinco De Mayo Day.

Child Development - We looked at different beliefs with child raising and how children are viewed in cultures different than our own.

Careers:

- 7th Grade- Women in Engineering
- I do a lot while counseling with multicultural issues
- Woods- Women in Industry

- **6-8 Social Studies**
 - **Discussed the different regions of the world and how people live**
 - **Various primary and secondary sources embedded in the curriculum for cultural studies**
- **6-8 English**
 - **Read several memoirs, short stories, etc that offered multicultural backgrounds including Anne Frank, “A Christmas Carol,” and “Brown Girl Dreaming”.**
- **Nature of occurrence or lesson: To celebrate Martin Luther King Jr., Harriet Tubman and other leaders for the struggle of minority equality I have a discussion and show a video depicting the life, struggle and accomplishments of these leaders.**

The Freshman class went through different stories that talked about American identity of those from China, Africa, and South America. Through this, the students were asked to research an immigrant and give a presentation about their life. Diving into others’ lives, gave students perspective in what it means to be “American.” In seventh grade reading, the class read the short story the Lottery that addressed a society’s influence on traditions and beliefs that are both positive and negative. We talked about how our culture in America is very different because of the way we do things and what we believe. We also compared this story to other major events such as when we had Japanese internment camps, the Holocaust, Hiroshima & Nagasaki, and Lynching in the South; reflecting on how we, as Americans, view these events as positive or negative, but that other countries would have a different view. The Eighth Grade class had an opportunity to look at a story from 1793 about the Yellow Fever outbreak and read a play version of the story of Anne Frank. This gave students a chance to experience how life was lived differently and how people approached problems the best they could with what they had.

Throughout all my classes students are asked to write in many different capacities. They are aware that what they write needs to be from their own mind, something that they post is permanent, and that word choice matters for various reasons. Plagiarism is a recurring discussion in all of my classes before any assignment that involves writing. It is a serious conversation that we have about taking credit for work that is not your own. Along with that, students know once they finalize something on the internet that it never truly goes away. This is demonstrated when they are asked to post comments on google classroom. These comments are always there where everyone can see. Finally, word choice is hounded into everyone of the students to be considerate of how those words will be perceived by anyone who reads them. Credit, Perspective, and Permanency are the three primary lessons that involve digital literacy in my classroom.

I do many things to meet multicultural needs in my classroom. I spend a lot of time with my students learning and researching agricultural practices from across the globe. My content

area varies greatly across the world and leads to a great learning experience for children as it broadens their horizons. A few examples of what this looks like are as follows. In my animal science class, we spend a large chunk of the beginning of the class learning about different livestock breeds. Even in the United States different livestock breeds are utilized to deal with different climates. This also happens around the world. The students conduct research and look at livestock raised in different parts of the world and consider the circumstances that make that breed appropriate for that region. With that the students are often challenged to see the difference in life and resources compared to the United States. Another example is the curriculum I teach to my 7th grade students. My 7th graders are a part of a program called Journey 2050. The program focuses on the increasing population in the next 30 years and how that impacts all resources for sustainability on planet earth, one of the largest impacts being how we will feed an addition two billion people. As part of the curriculum, the students play a farm simulator game that takes them around the world to show the differences in farming and resources. The three countries highlighted are Kenya, India, and Canada. Through the game and teaching in class the students are pushed to realize the prosperous resources in our home country. The examples mentioned above are just a few ways I foster multicultural learning in my classroom, many other examples exist but these are the most impactful to the students.

Digital Citizenship

Social media can be a challenging topic for many students in our district. Rather than outlaw social media in my classroom I try and integrate social media in a healthy way into my classroom. I have an InstAGram board in my room where they are able to “post” about how agriculture impacts them. With this, students must follow classroom and professional guidelines we discuss as a class. The students are included in the discussion about what makes an appropriate post and what does not, I simply serve as a facilitator. I have also utilized Twitter and Facebook as a curriculum guide by sharing resources I find often. I had students participate in a Facebook coloring contest this year as well. In FFA and classroom I have used the popular app TikTok as a way to complete assignments. As a final project this semester students had to create a TikTok over something they learned about in class. With the integration of social media into the classroom students have shown excitement to complete assignments even hard to reach students. In addition to increased interest in activities in class I am also able to teach students that social media can serve as more than a gossip centered outlet and can also be education and impactful in the right ways.

Internet Safety Report

- **6-8 English**
 - **Multiple discussions about finding proper sources for researching information**
 - **Citing proper sources**
 - **Plagiarism unit**

I have discussed using appropriate websites for research and making sure they are reputable sources. I have also discussed citing sources that the information comes from.

In every class I teach I discuss many times throughout the year the importance of not putting anything out on social media that you would not want people to see when you are an adult being viewed for professionalism. I also discuss with the student to not say or do anything that you wouldn't want everyone to see including your parents and grandparents.

We also discuss not using designs that are copyrighted to use the filters google offers. Discuss images for usage rights and creative commons.

I don't do a whole lot with this aspect of teaching. If students need to use the internet or their devices for a project, I encourage them to use reputable websites and sources and not to engage in any sort of shady websites or links.

When I talk to Students, Social Media comes up often. I go over internet safety and Cyber Bullying. I talk about I never hear good things about social media but if used correctly it is a great tool.

On the day after the Manti Teo incident involving catfishing, I led a discussion on the dangers of internet communication with someone you don't know. My 9th graders and I talked about how you cannot trust people on the internet. We talked about how strangers/predators like to live their fantasy world as a different identity all together. We concluded that you should never talk to anyone, especially strangers, on the internet.

I also had a lesson with my Junior Economics class about online banking and how to check for hacking with a checking account. And how insurance against hacking is a possibility.

Board of Education Regular Meeting
Middle School/High School Media Center
565 S. Kimmel Street
Osceola, NE 68651
May 10, 2021 @ 6:00 PM

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office on April 29, 2021. Also, the notice of this meeting was published in *The Polk County News* on the same date. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Boruch called the regular meeting to order at 6:00 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Jennifer Boruch:	Present	Daisy Naber:	Present
Jena Mentink:	Present	Michael Neujahr:	Present
Anthony Mestl:	Present	Eric Yungdahl:	Present

Also present were Superintendent Lavaley, Principal Maynard, Principal Webster, and several patrons. Debra Berry arrived at 6:30 PM.

2.3. Excuse Board Members Who Are Absent

There were no board members absent.

3. Approval of Agenda

Approval of the agenda as written passed with a motion by Anthony Mestl and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

4. Recognition of Visitors/Communications from the Public

Patrons voiced their concerns over different topics.

5. Reports

5.1. Principals Reports

5.1.1. Elementary Report

Elementary Principal Brett Webster gave his written and oral report about: NSCAS has been completed; MAP testing is almost completed; the Elementary Music Concert will be Tuesday, May 11th; PE Fun Day is scheduled for 12:45 PM on May 19th; the AR Party is May 17th at the

Osceola Park; Preschool Promotion will be held May 19th at 2:00 PM; and the last day of school is Thursday, May 20th with a 1:30 PM dismissal.

5.1.2. MS/HS Report

Middle/High School Principal Dale Maynard gave his written and oral report about: the Middle School PIPS Party will be at Papio Park in Papillion on Tuesday, May 11th; the Activities Banquet is scheduled for 6:30 PM on May 13th; Honors Night is 6:00 PM on May 18th; the FFA Banquet was held April 30th; State Track is May 19th and 20th; CRC Golf was today, Monday, May 10th; District Track is scheduled for Wednesday, May 12th; semester tests are May 17th and 18th; 8th Grade Promotion will be held at 6:30 PM on May 20th; Graduation is Saturday, May 15th at 2:00 PM; and District Golf is Monday, May 17th in Lincoln.

5.2. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: updates for the learning farm, BD contract, and daycare; NASB's board updates; Closing the Gap Award for Science; External Visit final report; the lunch program; change in COVID guidelines; and the Superintendent's calendar.

5.3. Board Reports

There were no board reports.

6. Action Items

6.1. Consent Agenda

To approve the consent agenda passed with a motion by Michael Neujahr and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.1.1. Approval of the Previous Meeting's Minutes

6.1.2. Treasurer's Report

6.1.3. Payment of general fund claims in the amount of \$335,432.29

6.1.4. Payment of bond fund claims of \$651,694.75

6.1.5. Payment of special building fund claim of \$5,231.23

6.1.6. Payment of qualified capital purpose undertaking fund claims of \$110,015.00

6.2. Consider, discuss and take all necessary action on:

6.2.1. Consider, discuss and take all necessary action on bid from Hiland Dairy.

To approve the bid from Hiland Dairy for the 2021-2022 school year passed with a motion by Michael Neujahr and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.2. Consider, discuss and take all necessary action to approve renewal of nurse contract with Polk County Health Services.

To renew the Polk County Health Department's nurse's contract for the 2021-2022 school year passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jena Mentink: Abstain (With Conflict), Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.3. Consider, discuss and take all necessary action to set activity prices for the 2021-22 school year.

To keep the current activity prices of \$4/student and \$5/adult for the 2021-2022 school year to match Crossroad Conference's pricing passed with a motion by Jena Mentink and a second by Michael Neujahr.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.4. Consider, discuss, and take all necessary action in determining a rental fee for the Daycare Facility.

To rent the Daycare at \$50.00 per month contingent to insurance costs incurred by the school or Daycare passed with a motion by Jena Mentink and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.5. Consider, discuss, and take all necessary action in asking the City of Osceola to vacate the east 160 feet that runs through the Coffin Property and is just east of the Coop property.

To approve the City of Osceola to vacate the east 160 feet that runs through the Learning Farm (Coffin property) starting east of the Frontier Co-op property passed with a motion by Anthony Mestl and a second by Michael Neujahr

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.6. Consider, discuss, and take all necessary action on accepting Mariah Row's resignation as the Ag Teacher at the end of the 2020-2021 school year.

To accept Mariah Row's resignation as the Ag Teacher at the end of the 2020-2021 school year passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

Thank you, Mrs. Row, for work and dedication to Osceola Public Schools' students.

6.2.7. Consider, discuss and take all necessary action in accepting Rebekah Kraeger as the Ag Teacher for the 2021-2022 school year.

To hire Rebekah Kraeger as the new Ag Teacher for the 2021-2022 school year passed with a motion by Jena Mentink and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

Welcome, Mrs. Kraeger, to Osceola Public Schools!

6.2.8. Consider, discuss, and take all necessary action on extra-duty assignments for the 2021-2022 school year.

To approve extra-duty assignments as proposed by the Administration with the exception of still having to fill the positions of a Girls Basketball Assistant Coach and a One Act Assistant passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.9. Consider, discuss, and take all necessary action to accept a bid by Time Management Systems for implementation of an electronic time clock to replace pen and paper time cards. To accept a bid by Time Management Systems for the implementation of an electronic time clock to replace the pen and paper time cards passed with a motion by Jena Mentink and a second by Michael Neujahr.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.10. Consider, discuss and take all necessary action to address lunch prices for the 2021-22 school year.

Action item 6.2.10 "Consider, discuss and take all necessary action to address lunch prices for the 2021-2022 school year" was tabled with a motion by Michael Neujahr and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.11. Consider, discuss, and take all necessary action on allowing student gifts to the school and placing them. 5th grade class would like to purchase a bench with proceeds from the Wax Museum to sit in front of the Elementary School building.

To approve the purchase a bench by the 5th Grade with the funds raised from the Wax Museum passed with a motion by Michael Neujahr and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

6.2.12. Superintendent's Evaluation.

The Superintendent's evaluation will be discussed after the Board goes into executive session.

6.2.13. Discuss Staff Appreciation Week

Board member, Jena Mentink, proposed that the Board buy coffee, tea or smoothies for the faculty and staff from the Gathering Grounds as a thank you for Staff Appreciation Week.

7. Executive Session

To enter into executive session at 8:45 PM until the end of business for the prevention of needless injury to the reputation of an individual during discussion of evaluating the Superintendent's job performance passed with a motion by Michael Neujahr and a second by Daisy Naber.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

President Boruch repeated that a motion was made to enter into executive session at 8:45 PM until the end of business for the prevention of needless injury to the reputation of an individual

during the discussion of evaluating the Superintendent's job performance passed with a motion by Michael Neujahr and a second by Daisy Naber.

The executive session ended at 11:30 PM.

8. Next Meeting Dates and Times

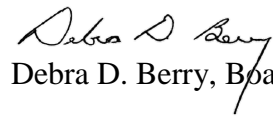
8.1. Regular meeting June 14, 2021, 6:00 PM at the Osceola Middle/High School Media Center.

9. Adjournment

To adjourn meeting at 11:31 PM passed with a motion by Eric Yungdahl and a second by Michael Neujahr.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

Respectfully submitted,



Debra D. Berry, Board Secretary Appointed

Board Report – Monthly
GENERAL FUND

q Posted - During Check Cycle; Fund Number 01; Processing Month 06/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
33672	APPLE, INC.	COMPUTER EQUIPMENT	27,930.00
33673	BOYS TOWN	EDUCATION SERVICES	4,650.00
33674	CENTRAL NEBRASKA REHABILITATION SERVICES	OT-RELATED SERVICES AGES 0-2	5,613.21
33675	COLLING, ATTORNEY AT LAW, RONALD	LEGAL SERVICES	281.00
33676	COMPUTER HARDWARE	COMPUTER PARTS/LABOR/SERVICE	1,035.35
33677	CONTINENTAL RESEARCH CORPORATION	SERVICE CONTRACT	1,157.17
33678	CONTROL SERVICES, INC.	SERVICE CONTRACT VISITS	1,157.16
33679	EAKES OFFICE PLUS	SUPPLIES	83.80
33680	EDUCATIONAL SERVICE UNIT #9	SCIENCE RETREAT FEES	350.00
33681	EGAN SUPPLY COMPANY	VACUUM PARTS	202.55
33684	ESU #7 PRODUCTION DEPARTMENT	SUPPLIES	1,062.04
33685	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	9,925.66
33682	ESU #7	JOHN BAYLOR SOFTWARE	1,672.99
33686	FOLLETT SCHOOL SOLUTIONS, INC.	LIBRARY BOOKS	15.03
33687	FRONTIER COOPERATIVE COMPANY	FUEL	2,217.57
33688	GARY'S PLUMBING, LLC	SUPPLIES	24.90
33689	GLUNZ, BRENDA	PSYCHOLOGIST SERVICES	355.40
33690	HOLTHUS CONVENTION CENTER	STAGE FOR GRADUATION	150.00
33691	JACKSON SERVICES, INC.	RUG SERVICE	154.03
33692	JOHN DEERE FINANCIAL	LAWN TRIMMER LINE	9.99
33693	JOSTENS, INC.	DIPLOMA	20.68
33694	KAMI	SOFTWARE LICENSES	198.00
33695	KSB SCHOOL LAW	LEGAL SERVICES	1,376.00
33696	MATHESON TRI-GAS, INC.	SUPPLIES	35.58
33697	MOSA MACK SCIENCE	INTERACTIVE SCIENCE UNIT LICENSES	660.00
33698	NE ASSOCIATION OF SCHOOL BOARDS	LAW CONFERENCE FEE	155.00
33699	OFFICENET, INC.	COPIER PAPER	2,589.82
33700	OPTUM	FLEX PLAN FUNDING	150.00
33701	OSCEOLA FOOD MART	SUPPLIES	93.59
33702	OSCEOLA IMPLEMENT & SUPPLY, INC.	PARTS FOR MOWER	412.48
33703	OSTMEYER LAWN SERVICE	FERTILIZE FB FIELD	385.00
33704	POLK COUNTY HEALTH DEPARTMENT	NURSING SERVICES	630.00
33705	POLK COUNTY NEWS	PRINTING	154.42
33706	POLK COUNTY RPPD	ELECTRICITY	23,470.73
33707	POSTMASTER	BOX RENTAL FEE	122.00
33708	PRESTO-X	PEST CONTROL	143.00
33709	QUADIENT FINANCE USA, INC.	POSTAGE	700.00

Board Report - Monthly

Posted - During Check Cycle; Fund Number 01; Processing Month 06/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
33710	SCHMIDT SPEECH LANGUAGE PATHOLOGY SERVICES, LLC	SPEECH SERVICES	4,001.90
33711	SCHOOL SPECIALTY, INC	SUPPLIES	586.87
33712	STUDENT ASSURANCE SERVICES	CATASTROPHIC INSURANCE	501.65
33713	WALLER, SUSAN	TUITION REIMBURSEMENT	1,683.50
33714	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	104.48
33715	WINDSTREAM	DISTANCE LEARNING SERVICE	54.81
33716	WINDSTREAM	TELEPHONE SERVICE	127.76
33717	WINDSTREAM	TELEPHONE SERVICE	396.75
33718	WINDSTREAM	STATE INTERNET CONTRACT	<u>100.13</u>
Checking Account Total:			96,902.00
<u>Checking</u>	1		
525	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	13.81
524	MG TRUST COMPANY	TSA PAYABLE	640.00
523	PLIC - SBD GRAND ISLAND	LTD INSURANCE	<u>846.79</u>
Checking Account Total:			1,500.60
<u>Checking</u>	4		
2054	MAYNARD, REBEKAH	CERTIFICATE PAPER REIMBURSEMENT	84.46
2055	OSCEOLA FOOD MART	SUPPLIES	<u>127.27</u>
Checking Account Total:			<u>211.73</u>
TOTAL OF CHECKS & PREPAIDS			98,614.33
TOTAL OF EXTRA MAY PAYROLL			11,447.27
TOTAL OF JUNE PAYROLL			<u>283,202.32</u>
GRAND TOTAL			<u>393,263.92</u>

Board Report - Monthly

QUALIFIED CAPITAL PURPOSE UNDERTAKING

Automatic Payment; Fund Number 09; Processing Month 06/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
425	CHASE BANK	INTEREST PAYMENT	2,392.50
426	PINNACLE BANK	WIRE FEE FOR INTEREST PAYMENT	<u>15.00</u>
GRAND TOTAL:			<u>2,407.50</u>

6036 Reading Instruction and Intervention Services

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

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

Reading Assessment. ~~Beginning in 2019-20,~~ ~~the~~ The school district will administer a reading assessment approved by the Nebraska Department of Education three times during the school year to all students in kindergarten through third grade. Exceptions to this requirement include:

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

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

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

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

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

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

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

The supplemental reading intervention program may also include:

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5063 Audio and Video Recording

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used ~~by students for personal academic~~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.

Recordings Made by The District. The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available for review for a limited time based on the district’s then-current recording capacity. The district administrators estimate that this is approximately **10** days but may change at any time.

Classroom Recordings by Staff. Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.

Prohibited Recordings by Students. Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings 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, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district’s appropriate use and student discipline policies.

For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

Permitted Classroom Recordings by Students. Students may make audio or video recordings of classroom lectures or discussions:

- (1) For their convenience after providing notice to the classroom teacher and receiving the teacher’s permission;
- (2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher’s permission;
- (3) If recording is necessary to accommodate the student’s disability and is required by the student’s Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student’s disability.

Permitted Non-classroom Recordings. Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3043 Design-Build Contracts

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

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

Definitions. For purposes of this policy:

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

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

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

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

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

A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:

- (1) A general description of the Design-Build project;

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

- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.
- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.
- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.
- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

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

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

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

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

3. Procedures for the preparation and content of RFPs.

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

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

- B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:
 - (1) Published in a newspaper of general circulation within the District;
 - (2) Filed with the Department; and
 - (3) Sent by first-class mail to the prequalified Design-Builders only.

4. Procedures for preparing and submitting Proposals.

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

5. Procedures for evaluating Proposals.

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

- C. The selection committee and the District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
- (1) The financial resources of the design-builder to complete the project **(up to ten percent)**;
 - (2) The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
 - (4) The quality of performance on previous projects **(up to thirty percent)**;
 - (5) The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
 - (6) The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
 - (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

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

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

- D. The District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for

proposals and taking into consideration the recommendation of the selection committee.

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

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

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

- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party

or by the failure of the District to award a contract to such actual or prospective bidder.

- (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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 _____ 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).**

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

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

- 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 protestor and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protestor may appeal to the Board, but the decision shall be final unless the interested party protestor files a timely appeal with the Board.

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

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

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

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

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

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

4. Noncompetitive Proposals (Sole Sourcing)

a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from

only one source and may be used only when one or more of the following circumstances apply:

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed

procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

- 1.** Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
- 2.** Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or

other interest in or a tangible personal benefit from a firm considered for a contract.

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

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

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

B. Inventory Procedure

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

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

C. Inventory Records

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

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

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

D. Physical Inventory

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

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

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

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

V. Financial Management

A. Identification.

~~In its accounts~~ 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.

V.VI. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final

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

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

2. Maintenance of Procurement Records

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

D. Privacy

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

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

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

I. Applicability of the Policy

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

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

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

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

supplying labor and material in the execution of the work provided for in the contract.

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

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

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

B. Construction Projects with an estimated cost of between \$~~100109~~,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 \$~~100109~~,000 or more are subject to state

public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$~~100~~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 ~~publically~~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 ~~publically~~publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
 - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
 - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on

the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the

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

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Full and Open Competition

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

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed

procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

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

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

VI. Conflict of Interest and Code of Conduct

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

C. Favors and Gifts

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

D. Enforcement

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

VII. Financial Management

A. Identification.

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

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

G. Allowability of Costs

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

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

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

VIII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses,

women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

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

C. Record Keeping

1. Record Retention

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

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

involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

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

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 ~~\$100109~~,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than ~~\$100109~~,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 ~~\$100109~~,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

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

exceeds \$~~100~~109,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

- B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$~~100~~118,000.

C. Advertising for Bids

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

D. Bid Documents

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3001
Budget and Property Tax Request

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

BUDGET PROCEDURES

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

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

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

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

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

of time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

tax request by more than the allowable growth percentage.

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

2005 Conflict of Interest

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

a. Business with which a board member is associated shall include the following:

(1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

(2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.

b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

2. Contracts with the School District.

a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in

any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her ~~immediate family~~parent, spouse, or child has a business association with the business involved in the contract or will receive a ~~direct pecuniary~~payment, fee, or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
 - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
 - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
 - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

3. Contracts with Board Member's Immediate Family.

- a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:
 - (1) All district employees.
 - (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

4. Employing Members of the Immediate Family.

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

b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

5. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:

(1) a public official, public employee, or candidate.

(2) a member of the immediate family of an individual listed in Subparagraph 'a' above.

(3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.

c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.

d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

6. Conflict of Interest Relating to Campaigning or Political Issues

a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or

election of a candidate or the qualification, passage, or defeat of a ballot question.

- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
 - (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
 - (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
 - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
 - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

8. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
 - (1) The names of the contracting parties.
 - (2) The nature of the interest of the board member in question.
 - (3) The date that the contract was approved.
 - (4) The amount of the contract.
 - (5) The basic terms of the contract.
- b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: _____

Revised on: _____

Reviewed on: _____

PARTICIPATING ORGANIZATION APPLICATION



Application is hereby made for a Catastrophic Student Accident Insurance Plan based on the following statements and representations.

Applicant (Name of School/District): **Osceola Public Schools** Mailing Address: **565 Kimmel**
 Street Address: **565 Kimmel**
 City, State, Zip: **Osceola, NE 68651**

Taxpayer ID# (if applicable): _____

If the Applicant is a School District, please attach the list of schools to be insured. (ON BACK SIDE IF ADDT'L SPACE IS NEEDED)

It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Term: August 1, 2021 to August 1, 2022

Requested Policy Term, if other than August 1, 2021 to August 1, 2022: _____

Class(es) of Eligible Persons

The Applicant named above elects to provide coverage to the Class(es) of Eligible Persons checked below. Do not elect Class 3, if Class 2 is elected.

CHECK ALL THAT APPLY

- CLASS 1: All student athletes, student managers, student trainers, student coaches, cheerleaders and band members who participate in school sponsored and supervised interscholastic athletic activities.
- CLASS 2: All students, from pre-kindergarten through the twelfth grade, while they are attending regularly scheduled classes and taking part in all school-sponsored and supervised activities including off-season athletic training and conditioning, except interscholastic athletics. (Includes Class 3 students, if Class 2 students are covered under the Policy)
- CLASS 3: All students who participate in all school-sponsored and supervised extracurricular non-athletic activities and clubs.

Premium Rates:

	Number of Insureds	X	Rate	=	Premium
Class 1	<u>65</u>	X	\$3.25	=	\$ <u>211</u> ²⁵
Please list grades to be covered	<u>7-12</u>				
Class 2	<u>242</u>	X	\$1.20	=	\$ <u>290</u> ⁴⁰
Please list grades to be covered	<u>PK-12</u>				
Class 3		X	\$0.40	=	\$ _____

Please list Class 3 activities and clubs to be covered _____

(ADDT'L SPACE OTHER SIDE)

TOTAL PREMIUM

(Subject to minimum premium of \$500)

\$ 501⁶⁵

Please include premium check with this Application, mail and make payable to: **STUDENT ASSURANCE SERVICES, INC.**

FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Signature of Authorized Person: [Signature]

Title: Superintendent

Please Print Name: Dr. Jason L. Lavaley

email: jlavaley@osceolaesd.net
 Telephone: (402) 747-3121

Signed at: Osceola, NE
City State

Date: May 25, 2021

Signed by Licensed Resident Agent _____
 (Where Required by Law)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

The signed application declares that:

All information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to Great American Insurance Company's decision to provide this insurance, and that insurance will be provided, at Great American Insurance Company's sole discretion, in reliance upon the truth of such information.

It is hereby understood and agreed that:

1. this insurance is provided by Great American Insurance Company in consideration of payment of the required premium;
2. the insurance under the policy begins on the Policy Effective Date 8/1/21-8/1/22, except as noted on front of this form; and
3. the acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Please list Class 3 activities and clubs to be covered (ADDT'L) _____

Description of Coverage

Accidental Death & Dismemberment Benefits

<u>Covered Loss</u>	<u>Benefit Amount</u>	<u>Covered Loss</u>	<u>Benefit Amount</u>
Death	\$10,000	One Hand; One Foot; or Sight of One Eye	\$10,000
Both Hands or Both Feet	\$20,000	Speech and Hearing	\$20,000
One Hand or One Foot plus the loss of Sight of One Eye	\$20,000	Speech or Hearing	\$10,000
Sight of Both Eyes	\$20,000	Thumb and Index Finger of the same Hand	\$ 5,000
		Hearing in One Ear	\$ 5,000

Accident Medical Expense Benefits

Scope of Coverage:.....Full Excess
Benefit Maximum:.....\$5,000,000
Deductible:.....\$25,000
Deductible Incurral Period:.....2 years from date of the Covered Accident
Maximum Benefit Period:.....520 weeks after the date of the Covered Accident

ADDT'L INFORMATION SPACE - _____

Coverage is summarized. Coverage features and product availability may vary by state. Please contact us for additional information, and refer to the actual policy for a full description of applicable terms, conditions, limits and exclusions. Policies are underwritten by Great American Insurance Company. The Great American Insurance Group eagle logo and the word marks Great American ® are registered service marks of Great American Insurance Company. © 2016 Great American Insurance Company. Great American Insurance Group, 301 E. Fourth St., Cincinnati, OH 45202. All rights reserved.

Please send all correspondence and payments to:
 Student Assurance Services, Inc.
 P.O. Box 196
 Stillwater, MN 55082