

Rescheduled Board of Education Regular Meeting

Isanti Community School -Dakota Conference Room

Monday, February 14, 2022 @ 12:00 PM Central

## Isanti Community School

Sherri Henry: Absent

Stacy Johnson: Present

Anita LaPointe: Present

Steve Moose: Present

LindaRae Starlin: Absent

Dewayne Wabasha: Present

Present: 4, Absent: 2.

Rescheduled due to ball game tonight sub-districts. Sherri Derby called unable to make it.

LindaRae Starlin: Present

Present: 5, Absent: 1.

Rescheduled due to ball game tonight sub-districts. Sherri Derby called unable to make it.

### I. CALL THE MEETING TO ORDER - ROLL CALL

**Absent:** Sherri Henry, LindaRae Starlin, **Present:** Stacy Johnson, Anita LaPointe, Steve Moose, Dewayne Wabasha. Present: 4, Absent: 2. Rescheduled due to ball game tonight sub-districts. Sherri Derby called unable to make it.

### II. PUBLIC COMMENT ON AGENDA ITEMS

### III. BUSINESS AFFAIRS - CONSENT AGENDA

It was moved by Stacy Johnson and seconded by Anita LaPointe to approve the Consent Agenda as presented.

Roll call vote: Passed

Sherri Henry: Absent, LindaRae Starlin: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, Dewayne Wabasha: Yea

Yea: 4, Nay: 0, Absent: 2

III.A. Approve minutes of the January 3, 2022 regular board meeting and January 10, 2022 special board meeting

III.B. Treasurer Report

III.C. Outstanding Payables

III.D. Approve the review of Board Policies 3003 Bidding for Construction, 3003.1 Bidding for construction, 3004 General Purchasing, 3004.1 Fiscal Management, 3005 School activities funds, 3007 Review of Bills, 3008 Gifts, Grants and Bequests

III.E. Final Payment 018 RaDec

#### IV. ACTION ITEMS

IV.A. Contract: Wade Adler

**Present:** LindaRae Starlin. Present: 5, Absent: 1. Rescheduled due to ball game tonight sub-districts. Sherri Derby called unable to make it.

Employment Agreement written by Mr. Chessmore, presented by Cindy Nagel. A reflection of the increasing salary for his duties.

It was moved by Stacy Johnson and seconded by Dewayne Wabasha to to approve contract as presented.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

IV.B. 2022 - 2023 Calendar

President Moose spoke up, concerning LNI. He would like us to stay in session and offer education for those students not attending LNI. Staff can take personal days to attend. Tabled until next meeting.

It was moved by Stacy Johnson and seconded by Anita LaPointe to table the 2022-23 Calendar until next meeting, making adjustments to the dates during LNI.

Roll call vote: Passed

Sherri Henry: Absent, LindaRae Starlin: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, Dewayne Wabasha: Yea

Yea: 4, Nay: 0, Absent: 2

#### IV.C. Isanti Teacher's Association Negotiated Agreement

It was moved by Anita LaPointe and seconded by Stacy Johnson to approve the Isanti Teacher's Master Contract with the only changes of moving the base from \$40,370 to \$40,720 or a \$350 increase in base..

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

#### IV.D. Fencing for Infant playground

It was moved by Dewayne Wabasha and seconded by LindaRae Starlin to approve the quote from American Fence for \$8,133.37 to erect a fence around the play area just north of the west entrance of the preschool.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

#### IV.E. ESU contract for 2022 - 2023

It was moved by Stacy Johnson and seconded by LindaRae Starlin to approve the ESU 1 contract as presented for \$250,846.28.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

V. ADJOURN

It was moved by Stacy Johnson and seconded by Anita LaPointe to adjourn 12:34.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

Monday, January 10, 2022 @ 12:00 PM Central

## Isanti Community School

Sherri Henry: Present

Stacy Johnson: Present

Anita LaPointe: Absent

Steve Moose: Present

LindaRae Starlin: Present

Dewayne Wabasha: Absent

Present: 4, Absent: 2.

Dewayne Wabasha: Present

Present: 5, Absent: 1.

### I. CALL THE MEETING TO ORDER - ROLL CALL

**Absent:** Anita LaPointe, Dewayne Wabasha, **Present:** Sherri Henry, Stacy Johnson, Steve Moose, LindaRae Starlin. Present: 4, Absent: 2.

It was moved by Sherri Henry and seconded by Stacy Johnson to call meeting to order at 12:06.

Roll call vote: Passed

Anita LaPointe: Absent, Dewayne Wabasha: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, Steve Moose: Yea, LindaRae Starlin: Yea

Yea: 4, Nay: 0, Absent: 2

## II. ACTION ITEMS

### II.A. Resignations

#### II.A.1. Resignation Larry Baker

It was moved by Stacy Johnson and seconded by Sherri Henry to accept the resignation of Larry Baker effective June 30,2022..

Roll call vote: Passed

Anita LaPointe: Absent, Dewayne Wabasha: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, Steve Moose: Yea, LindaRae Starlin: Yea  
Yea: 4, Nay: 0, Absent: 2

#### II.A.2. Resignation of Dr. Teri Kramer

**Present:** Dewayne Wabasha. Present: 5, Absent: 1.

It was moved by Stacy Johnson and seconded by Sherri Henry to accept the resignation of Dr. Teri Kramer effective January 4, 2022.

Roll call vote: Passed

Anita LaPointe: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea  
Yea: 5, Nay: 0, Absent: 1

### III. ADJOURN

It was moved by Stacy Johnson and seconded by Sherri Henry to adjourn at 12:08pm.

Roll call vote: Passed

Anita LaPointe: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea  
Yea: 5, Nay: 0, Absent: 1

Board of Education Committee of the Whole Meeting

Isanti Community School -Dakota Conference Room

Monday, January 3, 2022 @ 5:00 PM Central

## Isanti Community School

Sherri Henry: Absent

Stacy Johnson: Present

Anita LaPointe: Present

Steve Moose: Present

LindaRae Starlin: Present

Dewayne Wabasha: Absent

Present: 4, Absent: 2.

Excuse Sherri Henry

Dewayne Wabasha: Present

Present: 5, Absent: 1.

DeWayne Wabasha entered at 5:07

### I. CALL THE MEETING TO ORDER - ROLL CALL

**Absent:** Sherri Henry, Dewayne Wabasha, **Present:** Stacy Johnson, Anita LaPointe, Steve Moose, LindaRae Starlin. Present: 4, Absent: 2. Excuse Sherri Henry

### II. BOARD REORGANIZATION

#### II.A. Elect Board President

Stacy Johnson nominated Steve Moose for President

It was moved by Stacy Johnson and seconded by Anita LaPointe to cease nominations for President.

Roll call vote: Passed

Sherri Henry: Absent, Dewayne Wabasha: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea

Yea: 4, Nay: 0, Absent: 2

It was moved by LindaRae Starlin and seconded by Anita LaPointe to elect Steve Moose as President.

Roll call vote: Passed

Sherri Henry: Absent, Steve Moose: Nay, Stacy Johnson: Yea, Anita LaPointe: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 4, Nay: 1, Absent: 1

Steve Moose: Nay

It was moved by LindaRae Starlin and seconded by Anita LaPointe to elect Steve Moose as Board President.

Roll call vote: Passed

Sherri Henry: Absent, Dewayne Wabasha: Absent, Steve Moose: Nay, Stacy Johnson: Yea, Anita LaPointe: Yea, LindaRae Starlin: Yea

Yea: 3, Nay: 1, Absent: 2

Steve Moose: Nay

## II.B. Elect Board Vice President

Steve Moose nominated Stacy Johnson for Board Vice President

It was moved by Steve Moose and seconded by LindaRae Starlin to cease nominations for Board Vice President.

Roll call vote: Passed

Sherri Henry: Absent, Dewayne Wabasha: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea  
Yea: 4, Nay: 0, Absent: 2

It was moved by Steve Moose and seconded by LindaRae Starlin to elect Stacy Johnson as Board Vice President.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Nay, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea  
Yea: 4, Nay: 1, Absent: 1  
Stacy Johnson: Nay

It was moved by Steve Moose and seconded by LindaRae Starlin to to elect Stacy Johnson for Board Vice President.

Roll call vote: Passed

Sherri Henry: Absent, Dewayne Wabasha: Absent, Stacy Johnson: Nay, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea  
Yea: 3, Nay: 1, Absent: 2  
Stacy Johnson: Nay

## II.C. Elect Board Secretary

Stacy Johnson nominated LindaRae Starlin for Board Secretary

It was moved by Stacy Johnson and seconded by Steve Moose to cease nomination for Board Secretary.

Roll call vote: Passed

Sherri Henry: Absent, Dewayne Wabasha: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea  
Yea: 4, Nay: 0, Absent: 2

It was moved by Stacy Johnson and seconded by Steve Moose to elect LindaRae Starlin for Board Secretary.

Roll call vote: Passed

Sherri Henry: Absent, Dewayne Wabasha: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea  
Yea: 4, Nay: 0, Absent: 2

## II.D. Elect Board Treasurer

**Present:** Dewayne Wabasha. Present: 5, Absent: 1. DeWayne Wabasha entered at 5:07

Stacy Johnson nominated Anita LaPointe as Treasurer

It was moved by Stacy Johnson and seconded by LindaRae Starlin to cease nomination for Treasurer.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

It was moved by LindaRae Starlin and seconded by Stacy Johnson to elect Anita LaPointe as Board Treasurer.

Roll call vote: Passed

Sherri Henry: Absent, Anita LaPointe: Abstain (Without Conflict), Stacy Johnson: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 4, Nay: 0, Absent: 1, Abstain (Without Conflict): 1

## III. REPORTS

### III.A. Building Administrator Reports

Mrs. Nagel - shared the Professional Development Schedule for the next 2 days; ESU 1- Elliot training;  
Mrs. Crossman - shared information about CPI training

### III.B. Superintendent Report

Supt. Chessmore shared information on parent meetings held at 3 locations; 20 families were represented. Community engagement with the tribe.

President Moose very thankful for details and knowledge shared with the Board.

## IV. DISCUSSION ITEMS

### IV.A. January 3, 2021 Agenda Items

## V. COMING EVENTS

### V.A. Impact Aid Meeting Washington DC March 13 - 15

## VI. ADJOURN

It was moved by Dewayne Wabasha and seconded by LindaRae Starlin to adjourn at 5:59.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1



Monday, January 3, 2022 @ 5:30 PM Central

## Isanti Community School

Sherri Henry: Absent

Stacy Johnson: Present

Anita LaPointe: Present

Steve Moose: Present

LindaRae Starlin: Present

Dewayne Wabasha: Present

Present: 5, Absent: 1.

Excused Sherri Henry-illness

### I. CALL THE MEETING TO ORDER - ROLL CALL

**Absent:** Sherri Henry, **Present:** Stacy Johnson, Anita LaPointe, Steve Moose, LindaRae Starlin, Dewayne Wabasha. Present: 5, Absent: 1. Excused Sherri Henry-illness

It was moved by Dewayne Wabasha and seconded by Stacy Johnson to to excuse Sherri Henry due to illness.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

### II. COMMITTEE ASSIGNMENTS

## II.A. Building and Grounds Committee

Building and Grounds committee: Steve Moose, Sherry Henry, DeWayne Wabasha

## II.B. American Civics Committee

American Civics committee: Stacy Johnson and Anita LaPointe

## II.C. Finance Committee

Finance Committee: Stacy Johnson, Lindarae Starlin, Anita LaPointe

## II.D. Policy Committee

## III. BUSINESS AFFAIRS - CONSENT AGENDA

It was moved by Stacy Johnson and seconded by LindaRae Starlin to approve the Consent Agenda as presented.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

III.A. Approve minutes of the December 13, 2021 meeting of the whole and the regular board meeting

III.B. Treasurer Report

III.C. Outstanding Payables

III.D. Authorize Clarence T Chessmore to be official district representative or all local, state and federal programs.

III.E. Designate the Niobrara Tribune and the Omaha World Herald as official newspapers for the district

III.F. Designate KSB as the official legal representative for the District

III.G. Designate Farmers and Merchants State Bank as the official depository for all funds of the District

III.H. Approve review of following board policies, 2010 Preparation for Board Meetings, 2011 Membership in Organizations, 2012 Board Code of Ethics, 2013 Violation of Board Ethics, 2014 Relationship with District Legal Counsel

#### IV. ACTION ITEMS

IV.A. Superintendent Resignation

It was moved by Dewayne Wabasha and seconded by Anita LaPointe to into Closed Session at 6:06 to discuss resignation.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea  
Yea: 5, Nay: 0, Absent: 1

It was moved by Stacy Johnson and seconded by LindaRae Starlin to come out of Closed session at 6:10pm and to accept Superintendent Chessmore resignation effective June 30, 2022.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea  
Yea: 5, Nay: 0, Absent: 1

#### IV.B. Bus Purchases

It was moved by LindaRae Starlin and seconded by Stacy Johnson to approve the purchase of two 14 passenger buses with the cost not to exceed 130,000.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea  
Yea: 5, Nay: 0, Absent: 1

#### IV.C. Authorize Signatories

It was moved by Stacy Johnson and seconded by LindaRae Starlin to authorize Steve Moose, Stacy Johnson, Sherri Henry, LindaRae Starlin, DeWayne Wabasha, Anita LaPointe, Wade Adler, Dawn Hefner and Clarence Chessmore as signatories for all accounts of the Isanti (Santee) Community Schools at the Farmer's Merchant State Bank.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea  
Yea: 5, Nay: 0, Absent: 1

#### IV.D. Revise Policy 2008 Meetings

It was moved by Stacy Johnson and seconded by Dewayne Wabasha to approve Policy 2008 Meeting, with changes as presented.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea  
Yea: 5, Nay: 0, Absent: 1

#### IV.E. Revise Policy 2009 Public Participation at School Board Meetings

It was moved by Stacy Johnson and seconded by Anita LaPointe to to approve changes to Policy 2009 Public Participation in Board Meetings as presented.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea  
Yea: 5, Nay: 0, Absent: 1

V. CLOSED SESSION to discuss personnel matters to protect the name of reputation of staff members.

#### VI. ADJOURN

It was moved by Stacy Johnson and seconded by Dewayne Wabasha to adjourn at 6:22pm.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea  
Yea: 5, Nay: 0, Absent: 1

## **3003**

### **Bidding for Construction, Remodeling, Repair, or Site Improvement**

#### **I. Applicability of this policy.**

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

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

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

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

#### **III. Formal Bidding for Major Purchases and Construction**

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project exceeds \$100,000 for the construction, remodeling or repair of a

school-owned building or for site improvement.

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

C. Advertising for Bids

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

D. Bid Documents

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

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.
- E. Any or all bids may be rejected if there is a sound documented reason
  - F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: 09/09/19

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

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

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

**I. Applicability of the Policy**

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$100,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

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

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

**C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one**

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

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

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

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

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

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

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

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

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

**B. Construction Projects with an estimated cost of between \$100,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.**

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$100,000 or more are subject to state

public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$100,000 and \$250,000.

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

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

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

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

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

## **B. Advertising for Bids.**

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

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

## **C. Bid Documents**

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

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

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

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

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

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

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

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

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

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

**V. Other Contract Matters.**

**A. Required Terms**

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

**B. Contracting with Certain Vendors**

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

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

**C. Full and Open Competition**

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

**D. Debarment and Suspension**

The District awards contracts only to responsible contractors possessing the

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

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

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

### **E. Settlements of Issues Arising Out of Contract**

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

### **F. Record Keeping**

#### 1. Record Retention

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

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

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

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

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

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

**C. Favors and Gifts**

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

**D. Enforcement**

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

Adopted on: 09/09/19

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

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

**3004**  
**General Purchasing and Procurement**

**I. Applicability of this policy.**

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

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

**II. General Purchasing Policy**

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

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

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

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

**III. Building-Specific Purchasing**

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

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

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

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

#### IV. **Purchasing Procedures**

A. School personnel must secure the approval of an authorized administrator before making any purchases.

B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than seven (7) days prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.

C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.

D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.

F. For purchases of more than \$10,000, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

**V. Relations with Vendors**

A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.

B. No purchase shall be made that violates any conflict of interest policy or law.

C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.

D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Adopted on: 09/09/19

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, 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.

## **IV. Property Management Systems**

### **A. Property Classifications**

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

are capitalized in accordance with GAAP. Capital assets include:

- a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
- b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

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

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

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

#### **E. Maintenance**

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

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

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

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

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

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

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

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

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

### **A. Required Terms**

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

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

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

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

### **C. Record Keeping**

#### **1. Record Retention**

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts)

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

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

## **2. Maintenance of Procurement Records**

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

## **D. Privacy**

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

Adopted on: 09/09/19

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

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

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

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

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

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

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

Adopted on: 09/09/19

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

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

**3007**  
**Review of Bills**

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

Adopted on: 09/09/19

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

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

**3008**  
**Gifts, Grants and Bequests**

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

Adopted on: 09/09/19

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

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

# AIA

# Document G702™ – 1992

## Application and Certificate for Payment

<b>TO OWNER:</b>	<b>PROJECT:</b>	<b>APPLICATION NO:</b>	<b>Distribution to:</b>
Santee Community Schools 206 Frazier Ave. East Santee, NE 68760	Santee Community School Santee Community School Niobrara, NE	20190300018	OWNER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b>	<b>VIA ARCHITECT:</b>	<b>PERIOD TO:</b>	ARCHITECT <input type="checkbox"/>
RaDec Construction Co., Inc. P.O. Box 667 Hartington, NE 68739	Prochaska & Associates 11317 Chicago Circle Omaha, NE 68154	11/23/2021	CONTRACTOR <input checked="" type="checkbox"/>
		<b>CONTRACT FOR:</b>	FIELD <input type="checkbox"/>
		2019-03	OTHER <input type="checkbox"/>
		<b>CONTRACT DATE:</b>	
		<b>PROJECT NOS:</b> / 4/10/2019 /	

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 2,744,610.79
2. NET CHANGE BY CHANGE ORDERS .....	\$ 50,817.18
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$ 2,795,427.97
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 2,795,427.97
<b>5. RETAINAGE:</b>	
a. <u>00</u> % of Completed Work (Columns D + E on G703)	\$ 0.00
b. <u>  </u> % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$ 2,795,427.97
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 2,786,728.97
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 8,699.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** RaDec Construction Co., Inc.  
 By: Kelly C. Sch Date: 11/23/21  
 State of: Nebraska  
 County of: Cedar  
 Subscribed and sworn to before  
 me this 23rd day of November, 2021

Notary Public: Mary E. Grosskop  
 My commission expires: 
**GENERAL NOTARY - State of Nebraska**  
**MARY E. GROSSKOP**  
 My Comm. Exp. January 30, 2023

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ 8,699.00  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** Prochaska & Associates  
 By: William R. Hayes III Date: 12/3/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 78,643.27	\$ 27,826.09
Total approved this month	\$	\$
<b>TOTAL</b>	<b>\$ 78,643.27</b>	<b>\$ 27,826.09</b>
NET CHANGES by Change Order	\$ 50,817.18	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**Continuation Sheet**

AIA Document G702<sup>™</sup>-1992, Application and Certificate for Payment, or G732<sup>™</sup>-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:**  
**APPLICATION DATE:** 20190300018  
**PERIOD TO:** 11/23/2021  
**ARCHITECT'S PROJECT NO:** 11/23/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G		H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	% <i>(G ÷ C)</i>		
01	B Pkg #1 - Site Work	47,460.00	47,460.00			47,460.00	100.00		
02	Backfill/Final Gr @ Ret Wall	6,000.00	6,000.00			6,000.00	100.00		
03	B Pkg #2 - Selective Demo	13,345.00	13,345.00			13,345.00	100.00		
04	B Pkg #3 - Turf/Grasses	2,970.00	2,970.00			2,970.00	100.00		
05	B Pkg #4 - Structural Concrete	108,500.00	108,500.00			108,500.00	100.00		
06	B Pkg #5 - C Flrs/Sdwlk/Pavin	125,400.00	125,400.00			125,400.00	100.00		
07	B Pkg #6 - Furnish Reinforcing	13,745.00	13,745.00			13,745.00	100.00		
08	B Pkg #7 - Furnish Precast C	7,365.00	7,365.00			7,365.00	100.00		
09	B Pkg #8 - U Mas/Precast A C								
10	Brick Material & Labor	150,000.00	150,000.00			150,000.00	100.00		
11	CMU Material & Labor	36,850.00	36,850.00			36,850.00	100.00		
12	B Pkg #9 - S Steel/Deck/Meta	81,400.00	81,400.00			81,400.00	100.00		
13	B Pkg #10 - Install S S Deck/M	59,971.00	59,971.00			59,971.00	100.00		
14	B Pkg #11 - Grt Base/Backfill/	19,233.00	19,233.00			19,233.00	100.00		
15	B Pkg #12 - Int F Carp/A Cab	34,100.00	34,100.00			34,100.00	100.00		
16	B Pkg #13 - F Install Package	25,100.00	25,100.00			25,100.00	100.00		
17	B Pkg #14 - Fluid App Mem Ai	9,300.00	9,300.00			9,300.00	100.00		
18	B Pkg #15 - EPDM Fr/Sht Mtl								
19	EPDM Roof Labor	54,934.00	54,934.00			54,934.00	100.00		
20	EPDM Roof Material	97,660.00	97,660.00			97,660.00	100.00		
21	Sheet Metal Labor	4,240.00	4,240.00			4,240.00	100.00		
22	Sheet Metal Material	6,492.00	6,492.00			6,492.00	100.00		
23	B Pkg #16 - Stl/Wd Drs/F Hdw	27,888.00	27,888.00			27,888.00	100.00		
24	B Pkg #17 - Alum Ent/Glazing	74,896.00	74,896.00			74,896.00	100.00		
25	B Pkg #18 - Gypsum Drywall								

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**Continuation Sheet**

AIA Document G702<sup>™</sup>-1992, Application and Certificate for Payment, or G732<sup>™</sup>-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:**  
**APPLICATION DATE:** 20190300018  
**PERIOD TO:** 11/23/2021  
**ARCHITECT'S PROJECT NO:** 11/23/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G		H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	% <i>(G ÷ C)</i>		
26	Bond	3,276.00	3,276.00			3,276.00	100.00		
27	Cold Formed Metal	50,453.00	50,453.00			50,453.00	100.00		
28	Rough Carpentry	9,615.00	9,615.00			9,615.00	100.00		
29	Insulation	7,018.00	7,018.00			7,018.00	100.00		
30	EIFS	15,302.00	15,302.00			15,302.00	100.00		
31	Hollow Metal Frames	3,100.00	3,100.00			3,100.00	100.00		
32	Light Gage Metal Framing	25,198.00	25,198.00			25,198.00	100.00		
33	Gypsum Drywall System	104,829.00	104,829.00			104,829.00	100.00		
34	B Pkg #19 - Acoust Panel Cei	22,786.00	22,786.00			22,786.00	100.00		
35	B Pkg #20 - Res Tile Flrg/Car	49,887.00	49,887.00			49,887.00	100.00		
36	B Pkg #21 - Paint/J Seal/WI C	37,851.00	37,851.00			37,851.00	100.00		
37	B Pkg #22 - Div 10 Spec Item:	2,093.00	2,093.00			2,093.00	100.00		
38	B Pkg #23 - Fire Suppression	32,000.00	32,000.00			32,000.00	100.00		
39	B Pkg #24 - Plumbing								
40	General Conditions	6,783.00	6,783.00			6,783.00	100.00		
41	Job Mobilization	4,522.00	4,522.00			4,522.00	100.00		
42	Plumbing Bond	2,239.00	2,239.00			2,239.00	100.00		
43	Demolition	4,127.00	4,127.00			4,127.00	100.00		
44	Under Ground DWV Piping	27,409.00	27,409.00			27,409.00	100.00		
45	AG DWV Piping	19,296.00	19,296.00			19,296.00	100.00		
46	UG roof Drain Piping	5,476.00	5,476.00			5,476.00	100.00		
47	AG Roof Drain piping	34,952.00	34,952.00			34,952.00	100.00		
48	Domestic Water Piping	54,714.00	54,714.00			54,714.00	100.00		
49	Gas Piping System	9,866.00	9,866.00			9,866.00	100.00		
50	Plumbing Fixtures/Equip	43,916.00	43,916.00			43,916.00	100.00		

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**Continuation Sheet**

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In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:**
**APPLICATION DATE:** 20190300018

**PERIOD TO:** 11/23/2021

**ARCHITECT'S PROJECT NO:** 11/23/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H 2019-03 BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
51	Mechanical Insulation	12,817.00	12,817.00			12,817.00	100.00		
52	B Pkg #25 - Htg/Vent/A C								
53	Subcontracts	9,125.00	9,125.00			9,125.00	100.00		
54	Equipment/Material	93,180.00	93,180.00			93,180.00	100.00		
55	Labor	70,650.00	70,650.00			70,650.00	100.00		
56	Misc/Admin	11,557.00	11,557.00			11,557.00	100.00		
57	Bond	2,018.00	2,018.00			2,018.00	100.00		
58	B Pkg #26 - Site Utilities	38,650.00	38,650.00			38,650.00	100.00		
59	Concrete Storm Outfall	4,860.00	4,860.00			4,860.00	100.00		
60	B Pkg #27 - Electrical								
61	Start Up	5,674.00	5,674.00			5,674.00	100.00		
62	Conduit/Boxes	53,781.00	53,781.00			53,781.00	100.00		
63	Wire/Cable	31,147.00	31,147.00			31,147.00	100.00		
64	Panels/Gear	15,274.00	15,274.00			15,274.00	100.00		
65	Devices/Plates	7,321.00	7,321.00			7,321.00	100.00		
66	Fixtures/Lamps	54,410.00	54,410.00			54,410.00	100.00		
67	Demo	4,373.00	4,373.00			4,373.00	100.00		
68	Temp Power	5,763.00	5,763.00			5,763.00	100.00		
69	Fire Alarm	8,320.00	8,320.00			8,320.00	100.00		
70	Sound System	8,366.00	8,366.00			8,366.00	100.00		
71	Security System	9,103.00	9,103.00			9,103.00	100.00		
72	Miscellaneous	9,155.00	9,155.00			9,155.00	100.00		
73	B Pkg #28 - Retaining Wall	22,525.00	22,525.00			22,525.00	100.00		
74	B Pkg #29 - Chain Link Fence	12,870.00	12,870.00			12,870.00	100.00		
75	B Pkg #30 - General Trades	64,087.00	64,087.00			64,087.00	100.00		

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## Continuation Sheet

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**APPLICATION NO:**  
**APPLICATION DATE:** 20190300018  
**PERIOD TO:** 11/23/2021  
**ARCHITECT'S PROJECT NO:** 2019-03

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
76	B Pkg #31 - Final Cleaning	10,950.00	10,950.00			10,950.00	100.00		
77	Allow - Ext. Wall Letters	2,400.00	2,400.00			2,400.00	100.00		
78	Allow - Temp Eqp Htg/Mas Sh	20,000.00	20,000.00			20,000.00	100.00		
79	Allow - Thru-Wall Mail Drop	625.00	625.00			625.00	100.00		
80	Allow - Move 3" Propane Line	11,000.00	11,000.00			11,000.00	100.00		
81	Total Reimbursables								
82	General Conditions	67,844.00	67,844.00			67,844.00	100.00		
83	Equipment	25,660.00	25,660.00			25,660.00	100.00		
84	Aid To Construction	39,733.10	39,733.10			39,733.10	100.00		
85	Efforts Schedule	364,070.00	364,070.00			364,070.00	100.00		
86	Add To Bond	2,484.00	2,484.00			2,484.00	100.00		
87	Contractor Fee	61,261.69	61,261.69			61,261.69	100.00		
88									
89	C.O. #001 - FEMA Strm Shlt C	9,620.00	9,620.00			9,620.00	100.00		
90	C.O. #002 - Dr Clsrs/Pvg Dow	1,631.35	1,631.35			1,631.35	100.00		
91	C.O. #003 - DHHS Mod/Plbg t	9,747.00	9,747.00			9,747.00	100.00		
92	C.O. #004 - CCP #6, 8 - 13	11,345.63	11,345.63			11,345.63	100.00		
93	C.O. #005 - CCP #14 - 17	9,174.29	9,174.29			9,174.29	100.00		
94	C.O. #006 - CCP #19 - 30	34,576.00	34,576.00			34,576.00	100.00		
95	C.O. #007 - CCP #31, 32	2,549.00	2,549.00			2,549.00	100.00		
96									
97	C.O. #008 - CCP #33 - 35	-27,826.09	-36,525.09	8,699.00		-27,826.09	100.00	.00	

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## Continuation Sheet

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**APPLICATION NO:**  
**APPLICATION DATE:** 20190300018  
**PERIOD TO:** 11/23/2021  
**ARCHITECT'S PROJECT NO:** 2019-03

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>		H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		% <i>(G ÷ C)</i>			
	Totals	2,795,427.97	2,786,728.97	8,699.00		2,795,427.97	100.00	.00	
<u>CO</u>	<u>CO Item and Description</u>	<u>CO Amount</u>							
001	89 C.O. #001 - FEMA Strm Shl	9,620.00							
002	90 C.O. #002 - Dr Clsrs/Pvg Dc	1,631.35							
003	91 C.O. #003 - DHHS Mod/Plb	9,747.00							
004	92 C.O. #004 - CCP #6, 8 - 13	11,345.63							
005	93 C.O. #005 - CCP #14 - 17	9,174.29							
006	94 C.O. #006 - CCP #19 - #30	34,576.00							
007	95 C.O. #007 - CCP #31, 32	2,549.00							
008	97 C.O. #008 - CCP #33 - 35	-27,826.09							

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# AIA Document G707™ - 1994

## Consent of Surety to Final Payment

Bond No. 107091930

PROJECT: *(Name and address)* ARCHITECT'S PROJECT NUMBER:

Santee Community Schools - New OWNER

Addition and Interior Renovations in ARCHITECT

the existing Main School Building CONTRACTOR

TO OWNER: *(Name and address)* CONTRACT DATED: 4/10/2019 SURETY

Knox County School District 54-0505 OTHER

Santee Community Schools

Niobrara, NE 68760

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the *(Insert name and address of Surety)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

on bond of SURETY.

*(Insert name and address of Contractor)*

Radec Construction Company, Inc.

P.O. Box 667

Hartington, NE 68739

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to CONTRACTOR.  
*(Insert name and address of Owner)*

Knox County School District 54-0505

Santee Community Schools

Niobrara, NE 68760

as set forth in said Surety's bond. OWNER.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 23, 2021  
*(Insert in writing the month followed by the numeric date and year.)*

Travelers Casualty and Surety Company of America

*(Surety)*

*(Signature of authorized representative)*

Attest:  
*(Seal)*

Robert T. Cironne

Attorney-in-Fact

*(Printed name and title)*

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Seth P Weedlin, Jacob J. Buss, Robert T. Cirone, James M. King, and Thomas L. King of Lincoln, Nebraska,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

  
By: \_\_\_\_\_

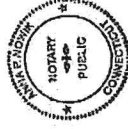
City of Hartford ss.

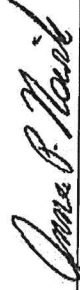
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
\_\_\_\_\_

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

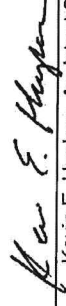
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of November . 2021



  
\_\_\_\_\_

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

# Employment Agreement

Between  
Isanti Public Schools (District) and Wade Adler (Employee)  
For  
Business Manager

Start Date: **February 15, 2021**

End Date: **Continuing Employment Agreement**

**This is a continuing employment agreement and can only be changed by board action.**

*This is an employment agreement, not a contract for employment. The business manager is an at-will employee who may be discharged at any time, by action of the majority of the Isanti School Board.*

The District agrees to employ Wade Adler under the following conditions:

1. Salary
  - a. New salary year will begin with the first pay period of February
  - b. Salary Starting February 3, 2022 : \$75,000
  - c. Yearly increase of 3% beginning with the first pay period of February
  - d. Yearly increase will end after 10 years
2. Provide the following fringe benefits:
  - a. Health Insurance. Family health insurance that is provided to certificated staff through the District's health insurance carrier
  - b. Family dental insurance that is available to certificated staff through the District's health insurance carrier.
  - c. Life Insurance. Term life insurance with a total death benefit of Ten-Thousand Dollars (\$10,000) with the option to purchase an additional coverage.
  - d. Sick leave. Ten (10) days of sick leave per year, which may accumulate to a total of 30 days. Sick leave may only be used for personal illness or for immediate family as outlined in board policy or handbooks
  - e. Disability Insurance. The employee may purchase long-term disability insurance from the school districts carrier at his own expense. The district will increase his salary by the amount of the premium cost.
  - f. Vacation days: The employee will receive fifteen (15) days of paid vacation the first year.

- i. The employee will receive 1 additional vacation per year, up to 25 vacation days.
  - g. Personal Days. The employee will receive three (3) personal days/year to use to conduct business or activities that cannot otherwise be conducted outside the business day. These days must be approved by the Superintendent.
- 3. Provide membership into Nebraska Association of School Administrators and its affiliate Nebraska Association of School Business Officials (NASBO)
- 4. Provide funding to attend NASBO State Convention
- 5. Provide ten (10) paid holidays consisting of, New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and the Day of Remembrance.

Conditions of employment:

- 1. The employee (Wade Adler) will fulfill all the responsibilities of the Business Manager which will be outlined in a job description which is being developed and will continue to be developed by the Superintendent with collaboration of the business department.
- 2. The employee will complete any other duties assigned by the superintendent as long as the duties don't violate local, state or federal laws and are not deemed unethical.
- 3. Normal hours of employment will be Monday – Friday 8:00 AM until 4:00 PM however, there may be times where, at the request of the Superintendent hours may be extend and there may be a requirement to work on weekends or holidays.
- 4. The Business Manager will be expected to attend all School Board Meetings, which are typically the 1<sup>st</sup> Monday of the month starting at 5:00 PM until the meeting is completed. He will also be expected to attend any board committee meetings at the request of the Superintendent.
- 5. The Business Manager position is a confidential position, any violation of confidentially may be grounds for immediate termination.

---

Wade Adler

---

---

Date

---

Clarence T Chessmore  
Superintendent  
Isanti Public Schools

Date

# ISANTI 2022 - 2023 SCHOOL CALENDAR

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**28 - 29 Administrator Days**

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**16 Martin Luther King Day**

19 student Days  
21 staff Days

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**Aug 8 first Day fall Sports practice**

15 Student Days  
18 Staff days

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

**20 President's Day**

19 Student days  
19 Staff days

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**5 Labor Day Sept 30 - Oct 1 LNI Volleyball**

20 student days  
20 Staff Days

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**March 10-14 Spring Break**

20 Student Days  
21 Staff Days

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**10 Native American Day**

19 student days  
20 Staff Days

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**April 10 Easter Monday**

18 Student Days  
18 Staff Days

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**11 Veterans Day 23 noon release 24-25 Thanksgiving Break**

19 student days  
19 staff days

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**May 29 Memorial Day**

13 Student Days  
17 Staff Days

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**LNI Dec 14 - 17 Christmas Break Dec 15 - Jan 3**

10 Student Days  
12 Staff Days

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**May 27 - AUG12 Summer Break**

School Starts August 8th Ends May 17th  
School Day from 8:15 am - 3:30 PM

**Green Student Days - 172 Days 1,161 hours**  
**Blue Staff Development Days - 185 total staff Days**  
**Yellow Vacation Days**



POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
<b>Athletics</b>						
Athletic Director	8.0%	8.5%	9.0%	9.5%	10.0%	10.5%
Head Golf	8.5%	9.0%	9.5%	10.0%	10.5%	11.0%
Head Football	9.5%	10.0%	10.5%	11.0%	11.5%	12.0%
Asst. Football	5.5%	6.0%	6.5%	7.0%	7.5%	8.0%
Head Volleyball	9.5%	10.0%	10.5%	11.0%	11.5%	12.0%
Asst. Volleyball	5.5%	6.0%	6.5%	7.0%	7.5%	8.0%
Head Basketball	9.5%	10.0%	10.5%	11.0%	11.5%	12.0%
Asst. Basketball	5.5%	6.0%	6.5%	7.0%	7.5%	8.0%
Head Track	8.5%	9.0%	9.5%	10.0%	10.5%	11.0%
Asst. Track	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
JH FB/BB/VB	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
JH Track	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
H.S. Cross Country	8.5%	9.0%	9.5%	10.0%	10.5%	11.0%
JH Cross Country	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
<b>Class Sponsors</b>						
Senior Class	2.0%					
Jr. Class	2.0%					
Sophomore Class	1.5%					
Freshman Class	1.5%					
7th Grade Sponsor	1.5%					
8th Grade Sponsor	1.5%					
<b>Extra Curricular Activities</b>						
Culture Club	8.0%	8.5%	9.0%	9.5%	10.0%	10.5%
Music	6.5%	7.0%	7.5%	8.0%	8.5%	9.0%
Cheerleading	3.5%	4.0%	4.5%	5.0%	5.5%	6.0%
Drama	4.5%	5.0%	5.5%	6.0%	6.5%	7.0%
Speech	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Tech Support	6.0%					
Student Council	2.0%					
Yearbook Sponsor	8.0%					
Skills USA	3.0%					
Prom	4.0%					
SAT Coordinator	4.0%					
SAT Coordinator	4.0%					
Concession Stand	4.0%					
FFA	8.0%					
FCCLA	8.0%					
<b>Current Base</b>	<b>\$</b>	<b>40,720.00</b>				

POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
<b>Athletics</b>						
Athletic Director	\$ 3,257.60	\$ 3,461.20	\$ 3,664.80	\$ 3,868.40	\$ 4,072.00	\$ 4,275.60
Assistant Athletic Director	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Head Golf	\$ 3,461.20	\$ 3,664.80	\$ 3,868.40	\$ 4,072.00	\$ 4,275.60	\$ 4,479.20
Head Football	\$ 3,868.40	\$ 4,072.00	\$ 4,275.60	\$ 4,479.20	\$ 4,682.80	\$ 4,886.40
Asst. Football	\$ 2,239.60	\$ 2,443.20	\$ 2,646.80	\$ 2,850.40	\$ 3,054.00	\$ 3,257.60
Head Volleyball	\$ 3,868.40	\$ 4,072.00	\$ 4,275.60	\$ 4,479.20	\$ 4,682.80	\$ 4,886.40
Asst. Volleyball	\$ 2,239.60	\$ 2,443.20	\$ 2,646.80	\$ 2,850.40	\$ 3,054.00	\$ 3,257.60
Head Basketball	\$ 3,868.40	\$ 4,072.00	\$ 4,275.60	\$ 4,479.20	\$ 4,682.80	\$ 4,886.40
Asst. Basketball	\$ 2,239.60	\$ 2,443.20	\$ 2,646.80	\$ 2,850.40	\$ 3,054.00	\$ 3,257.60
Head Track	\$ 3,461.20	\$ 3,664.80	\$ 3,868.40	\$ 4,072.00	\$ 4,275.60	\$ 4,479.20
Asst. Track	\$ 2,036.00	\$ 2,239.60	\$ 2,443.20	\$ 2,646.80	\$ 2,850.40	\$ 3,054.00
JH FB/BB/VB	\$ 2,036.00	\$ 2,239.60	\$ 2,443.20	\$ 2,646.80	\$ 2,850.40	\$ 3,054.00
JH Track	\$ 1,628.80	\$ 1,832.40	\$ 2,036.00	\$ 2,239.60	\$ 2,443.20	\$ 2,646.80
H.S. Cross Country	\$ 3,461.20	\$ 3,664.80	\$ 3,868.40	\$ 4,072.00	\$ 4,275.60	\$ 4,479.20
JH Cross Country	\$ 1,628.80	\$ 1,832.40	\$ 2,036.00	\$ 2,239.60	\$ 2,443.20	\$ 2,646.80
<b>Class Sponsors</b>						
Senior Class	\$ 814.40					
Jr. Class/Concessions	\$ 814.40					
Sophomore Class	\$ 610.80					
Freshman Class	\$ 610.80					
7th Grade Sponsor	\$ 610.80					
8th Grade Sponsor	\$ 610.80					
<b>Extra Curricular Activities</b>						
Culture Club	\$ 3,257.60	\$ 3,461.20	\$ 3,664.80	\$ 3,868.40	\$ 4,072.00	\$ 4,275.60
Music	\$ 2,646.80	\$ 2,850.40	\$ 3,054.00	\$ 3,257.60	\$ 3,461.20	\$ 3,664.80
Cheerleading	\$ 1,425.20	\$ 1,628.80	\$ 1,832.40	\$ 2,036.00	\$ 2,239.60	\$ 2,443.20
Drama	\$ 1,832.40	\$ 2,036.00	\$ 2,239.60	\$ 2,443.20	\$ 2,646.80	\$ 2,850.40
Speech	\$ 1,221.60	\$ 1,425.20	\$ 1,628.80	\$ 1,832.40	\$ 2,036.00	\$ 2,239.60
Tech Support	\$ 2,443.20					
Student Council	\$ 814.40					
Yearbook Sponsor	\$ 3,257.60					
Skills USA	\$ 1,221.60					
Prom	\$ 1,628.80					
HAL Coordinator	\$ 1,628.80					
SAT Coordinator	\$ 1,628.80					
Teacher Mentor	\$ 1,628.80					
District Assessment	\$ 3,257.60					
FCCLA	\$ 3,257.60					

Master

Contract

2022-2023

Between

The

Isanti Community Schools Board of Education

And

Isanti Education Association

## PREAMBLE

This contract is for the 2022-2023 school year and was approved on March 1, 2022 by and between the Board of Education of the School District of Isanti Community School in the county of Knox, in the State of Nebraska (hereinafter referred to as the "Board" or "District" as the context may require) and the Isanti Education Association (hereinafter referred to as the "Association").

## GENERAL PURPOSE

The Board and the Association recognize that the development of a quality educational program for the children attending the public school of Isanti is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The Board and the Association enter into this Contract with mutual dedication, recognizing that the experience, creativity; and judgement of all parties is necessary to reach the educational needs of the community.

## ARTICLE I

### Recognition

The Board recognizes the Association as the exclusive and sole collective bargaining representative for all full-time certificated personnel with no administrative duties employed by the District.

## ARTICLE II

### Teacher Rights

- A. Nothing contained in this Contract shall be construed to deny any teacher those rights provided under Nebraska law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided in law.
- B. The Board will not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this Contract.

ARTICLE III  
Grievance Procedure

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise concerning the interpretation, application, or meaning of the terms and conditions of employment in this school district. An underlying principle of the grievance and procedure is to ensure fair and equitable treatment to the district's employees.

1. Definitions

- a. Grievance: Any claim or claims by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of all District policies covering terms and condition of employment including, but not limited to, the terms of this Contract and any disciplinary action, non-renewal termination, or cancellation actions taken by way of the provisions of Neb. Rev. Stat. 79-1236 through 79-1239.
- b. Grievant: Teacher, group of teachers, or the Association making the claim as provided in Paragraph I. A.
- c. Time Limits: All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year; the time limits shall consist of all week days Monday through Friday. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of rights to appeal to the next step. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.
- d. Grievance Meetings or Hearing: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, and the grievant's designated representatives. All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure. Hearings before the board shall be closed, at the discretion of the grievant.

2. Association Representation

- a. A grievant shall have the right to have Association representatives present to represent the grievant at each level of the grievance procedure. Nothing herein shall be construed as limiting the right of any teacher to discuss their grievance informally with their immediate supervisor and having the grievance adjusted informally. The settlement shall not be inconsistent with the terms of the negotiated Contract.

3. Reprisals

No reprisal of any kind shall be taken against any employee who utilizes this grievance procedure.

4. Withdrawal of a Grievance

An employee may withdraw their grievance at any level of the procedure without fear of reprisal from any party.

5. Advanced Step Filing

The grievance shall be initially filed at the level where the decision resulting in the grievance was made.

6. The Procedure

The parties believe that it is usually most desirable for an employee and their immediate supervisor to resolve problems through free and informal communications. When requested by the teacher, a representative of the Association may assist in this resolution. However, when the grievance remains unresolved then the grievance shall be processed as follows:

STEP 1 The grievant shall present the grievance in writing to the employee's administrator. A hearing shall be held within three (3) days. Within two (2) days of the hearing the administrator shall provide a written answer to the grievance. Provisions shall be made for all parties in the case of unavoidable absences in the normal work days of the administration or the grievant.

STEP 2 The grievant may appeal the decision in Step 1 within six (6) days of receipt of the answer. The administrator shall arrange for a hearing with grievant within five (5) days of receipt of the appeal. Each party shall have the right to call such witnesses as deemed necessary to develop the facts pertinent to the grievance. The administrator will have four (4) days from the date of the hearing to provide the grievant a written decision. Provisions shall be made for all parties in the case of unavoidable absences in the normal work days of the administration or the grievant.

STEP 3 If the grievance is not resolved at Step 2, the grievant may appeal the grievance in writing to the Board president. Within ten (10) days from the date the appeal is received the Board president shall schedule a hearing on the grievance before the Board of Education: the hearing shall be held not later than thirty (30) days from the receipt of the appeal. Each party shall have the right to call such witnesses as it deems necessary to develop facts pertinent to the grievance. The Board will have five (5) day from the date of the hearing to notify, in writing, the grievant of the Board's decision.

STEP 4 If the grievant is not satisfied with the disposition of the grievance at Step 3, or if a written decision has not been rendered within the time provided, the grievant within thirty (30) days of the Board's reply may notify the Board, in writing, of the intent to submit the grievance to binding arbitration. The arbitrator shall be chosen by the parties and shall be a person mutually acceptable to the Board and the grievant. If the Board of Education and the grievant are unable to agree on an arbitrator within ten (10) days after receipt of notice, an arbitrator shall be sought from the American Arbitration Association. The arbitrator shall have no power to alter the terms of any negotiated agreement, but shall be empowered to include in any award such financial reimbursements or remedies judged by the arbitrator proper to resolve the grievance. No evidence or positions shall be submitted to the arbitrator by either party which was not previously disclosed to the other party. The cost of the arbitrator shall be equally borne by the Board and the grievant. All other expenses shall be borne by the party incurring the expense. The decision of the arbitrator shall be binding upon both parties.

## ARTICLE IV

### Salaries

#### A. Salary Schedule

The salary of each full-time teacher covered by this Contract shall be determined by the salary schedule attached as Appendix A. Increases in pay shall always include experience increments and professional growth.

#### B. Initial Placement

When hired, teachers may be credited with all applicable experience in the subject area for which the teacher is hired, and placed on the schedule accordingly.

#### C. Base Salary

The base salary shall be \$40,720 for the 2022-2023 school year.

#### D. Horizontal Movement

The District/Superintendent shall be notified in writing of additional hours by May 31<sup>st</sup> and the intent to move on the salary schedule. The movement on the schedule shall take place accordingly. All graduate hours shall be approved by the Superintendent in advance. Additional hours shall be graduate credit hours from an accredited college of teacher education.

#### E. Vertical Movement

Teacher shall be placed on the proper vertical step in accordance with their experience in the district plus credited prior experience.

#### F. Advancement in the Absence of a Successor Contract

Each teacher employed by the District will receive vertical and horizontal advancement if applicable in the event this contract continues for the following school year in accordance with the provisions of Article XIII. (Subject to E above)

G. Extra Duty

Where a contractual agreement has been reached between an individual teacher and the district relating to the performance of extra-curricular duties, the salary shall be in accordance with the provisions of the extra duty/extra-curricular salary schedule attached as Appendix B. The District maintains the right to pay above the schedule and to determine the number of coaches and sponsors.

H. Waniyetu Pay

- I. Each Staff member will receive \$300 around December 15<sup>th</sup> of each calendar year.

ARTICLE V

Insurance and Annuities

A. Health Insurance

- a. The Board shall provide EHA Blue Cross/Blue Shield, Blue Preferred \$650 Deductible insurance coverage for single, employee and spouse, employee and children and family; and PPO 100% single dental A, B, C coverage for each teacher. Each teacher also has the option to include family dental coverage without additional cost to the district. The effective date of coverage shall be September 1 to August 31 of each year of employment. In the event of long-term illness or injury of the teacher, the District will continue insurance coverage for the teacher and/or family of the teacher for the remainder of the effective dates of coverage.

B. Life Insurance

- a. The Board shall provide group life insurance protection in the amount of \$10,000 to each full-time teacher covered by this Contract. Part-time teachers shall also receive life insurance.

C. Disability Insurance

- a. A Teacher may, at his/her election, purchase long-term disability insurance from the District's carrier at the Teacher's own expense.

The Board will increase the Teacher's compensation by the amount equal to the premium for the insurance. Benefits shall be payable in accordance to LTD Policy at 66.67 percent of annual contractual salary. Benefits payments shall continue to age seventy (70) or until termination of disability, whichever occurs first.

D. Complete Annual Coverage

- a. For each teacher who remains in the employment of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period.

ARTICLE VI

Terms of Employment

A. Teacher's Contract

Upon initial employment, the teaching contract issued to employees subject to this Contract shall be on a contract form recommend by the Commissioner of Education, a copy of which is attached to the Appendix and incorporated by reference. All contracts will be contingent upon the receipt of P.L. 81-874 Impact Aid Funds.

B. Release from Contract

Prior to the third Friday in May, teachers who wish to be released from their contract shall be released therefrom upon written request filed with the Board of Education. Release from contract after the third Friday in May shall be mutually agreed to by both parties. There shall be no penalty for release from contract.

C. Normal Work Day

The normal work day for full-time teachers shall be between the hours of 8:00 A.M. and 4:00 P.M., plus weekly staff meetings.

D. Annual Employment Period

The annual employment period for teachers shall be up to 185 days. The requirement for students will be based on Nebraska Department of Education instructional hours as outlined in Rule 10.

ARTICLE VII

Teacher Assignment

- A. All teachers shall be granted not less than 250 minutes a week for purposes of preparation.
- B. All teachers shall be given a 30-minute duty free lunch as provided by Nebraska Revised Statute 79-8,107.

ARTICLE VIII

Leaves

A. Sick Leave and Discretionary Leave

B. Sick Leave

- a. Each teacher shall receive ten (10) days of sick leave per year. The days are not to affect current policies covering maternity and bereavement leave. Teachers may carry over any unused sick leave to the next year, up to an accumulation of fifty (50) days.
- b. Sick leave may be used for personal illness, illness of a spouse, parent, or child.
- c. If a teacher misses three (3) or more days in a row they may be required to provide a doctor's note verifying their illness.
- d. Teachers acquiring over fifty (50) days of sick leave will be paid substitute pay for any sick days in excess of 50 days payable at the last pay period in May each year.

- e. Teachers who have at least five (5) years' credit or who retire from Isanti Public Schools will be paid for any unused sick leave at a rate of  $\frac{1}{2}$  the daily rate of substitute pay.
- f. The Board shall furnish to each teacher a written statement September 1 setting forth the total of sick leave credit. Part-time teachers shall receive days prorated to percentage of employment.

C. Discretionary Leave

- a. Each teacher shall receive three (3) days of discretionary leave per year. Teachers may carry over a maximum of two (2) days a year to accumulate a total of five (5) discretionary days. The teacher can never use more than five (5) discretionary days in any given year.
- b. Teachers who do not use their discretionary leave will be paid for unused days at the rate of a substitute teacher.
- c. Teachers may use discretionary leave days at their discretion, so long as no more than three teachers take discretionary leave on a given day. Discretionary leave will be allowed on a first come, first served basis. When possible, teachers must provide administration with written notice at least three (3) working days prior to such an absence.
- d. Available discretionary leave time will be reduced by one (1) hour increments.
- e. The Board shall furnish to each teacher a written statement September 1 setting forth the total of discretionary leave credit. Part-time teachers shall receive days prorated to percentage of employment.

D. Sick Bank

- a. Membership in the bank is voluntary, but each member must donate one day of their annual sick leave to the bank per year, within the first ten days of the new contract year.

- b. Once days are donated to the bank, they cannot be withdrawn by any party without strict adherence to the policy regulation herein, regardless of employment status.
- c. When the bank accumulates to 60 days, all members will be considered vested.
- d. New members may gain a vested interest in the bank by donating 1 day per year for a period of five (5) years. If the bank is already at 60 days, the “new employee” will be kept in a separate account and used to replenish the bank before members are asked to donate again.
- e. A member will be able to use a maximum of 20 contract days from the bank per year.
- f. Preconditions to be met prior to the use of the sick leave bank:
  - i. The member must have exhausted all annual leave resources
  - ii. Use of the bank will be on a first-come, first serve basis.
  - iii. A doctor’s statement will be required to enter the sick leave bank.
  - iv. SEA may only grant use of the sick bank or may grant additional days upon receipt of written request, under extenuating circumstances.

E. Substitutes for Teachers

In case of absence from school, substitutes will be notified by the administrator for duty. Teachers must notify the designated administrator as soon as possible, but no later than 7:00 A.M.

F. Family Illness

Teachers shall be able to use their sick leave for illness in their immediate families.

G. Bereavement/Terminal Illness

Up to four (4) working days of paid leave shall be granted a teacher in the event of each death/terminal illness of an immediate family, i.e., mother, father, partner, child, maternal or paternal grandparent, grandchild, brother, sister, or in-laws (mother, father, brother, sister, grandparent). Sick leave days may be used for additional funeral leave. The leave request time requirements will be waived in emergency situations.

H. Temporary Military

Teachers called into temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be paid their regular pay. Verification shall be provided by the educator surrendering payment for said service.

I. Jury Duty

Teachers called into jury duty shall be paid their regular pay. Verification shall be provided by the educator surrendering payment for said service.

J. Adoption Leave

- a. Adoption leave with pay shall be granted to teachers requesting such leave for a period not to exceed ten (10) working days from the time custody of the child is received.
- b. Such leave shall be extended at the teacher's request with pay for a period not to exceed six weeks.

K. Child Rearing

- a. A teacher shall be granted leave with pay of ten (10) working days for child rearing at the approximate time of birth or incapacitation of the mother. Sick leave days may be used thereafter.
- b. Such leave shall be extended at the teacher's request with pay for a period not to exceed six weeks. However, teachers shall be entitled to use sick leave days without pay after utilizing the ten (10) paid working days for child rearing.

ARTICLE IX  
Miscellaneous Provisions

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application, or administration of this Contract on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Board Policy

This Contract supersedes any Board policy which contradicts any terms of this Contract for the term of said Contract. The Board shall carry out the commitments contained herein. The Board shall provide the Association and all teaching employees with copies of all Board policies.

C. Separability

If any provision of this Contract or any application of this Contract to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance between Individual Contract and Master Contract

Any individual contract between the Board and an individual full-time teacher shall be subject to and consistent with the terms and conditions of this Contract.

ARTICLE X  
Personnel File

A. File

Any teacher shall have the right, upon request, to review the contents of their personnel file(s) and to receive copies at individual's expense of any documents contained therein.

B. Derogatory Material

No material derogatory to a teacher's conduct, service, character, performance, or personality shall be placed in the teacher's personnel file unless the teacher has had the prior opportunity to review the material. The teacher shall acknowledge that they had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy.

C. No Separate File

Although the Board agrees to protect the confidentiality of personal reference, academic credentials, and other similar personnel records, it shall not establish any separate personnel files(s) which is/are not available for the teacher's inspection.

ARTICLE XI  
Safety

The parties agree that it is the responsibility of the Board to provide and maintain a safe place of employment. Consistent with the teacher's assignment, it is the responsibility of the teacher to report observed unsafe or hazardous practices or conditions. The principal or immediate supervisor will contact duly qualified personnel who will in turn make a timely inspection and take steps to remedy the condition.

ARTICLE XII  
Duration of Contract

This contract is approved as of February 9, 2022 and shall become effective for the 2022 -2023 school year and remain in effect until a new contract has been negotiated.

ARTICLE XIII  
Reduction in Force (RIF) Policy

Amendment Attached March 1, 2021

The Board of Education may determine that a reduction in force of certificated staff members is appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the school district, increased costs of operating the school district, or another change or changes in circumstances. If the Board, in its sole discretion, determines that a reduction of certificated staff is necessary, the superintendent shall notify those employees whose contracts may be reduced. However, the employment of a permanent employee may not be terminated through a reduction in force while a probationary employee is retained to render a service that the permanent employee is qualified to perform by reason of certification and endorsement, or when certification is not applicable, by reason of college credits in the teaching area.

1. **Definition of Reduction in Force.** A reduction in force shall consist of a reduction of one or more positions or a reduction in the percentage of employment of one or more certificated staff members, even if the number of percentage of employment of the certificated staff overall may be increased by other hirings or increases in the percentage of employment of other employees. Reduction in force may result in the termination of employment or an amendment to an employee's contract reducing the extent of the employee's employment.
  
2. **Restriction of Right to Administrative Position.** Due to the confidential and unique personal working relationship necessary between the administration

and the Board of Education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

- 3. Criteria for Reduction in Force.** The criteria set forth below shall be considered in selecting the personnel to be reduced. The criteria are not listed in any order of priority, and shall be given the weight that the board considers appropriate.
  - a. Programs to be offered;
  - b. Areas of endorsement that are of present or future value to the district. This criterion shall be based upon the endorsement(s) shown on each teacher's Nebraska Teaching Certificate;
  - c. State and federal laws or regulations that may mandate certain employment practices;
  - d. Involvement in the programs and activities sponsored by the school district;
  - e. Special or advanced training consisting of college credit or other training that would be of present or future value to the district;
  - f. The organizational and educational effect caused by multiple part-time certificated employees;
  - g. Formal and informal evaluation of staff performance by supervising administrators, and if evaluations will be used as a criterion for a given reduction-in-force, the evaluation procedures shall be those adopted by board policy in effect at the time of the reduction and the evaluation forms shall be those on file with the Nebraska Department of Education for the district;
  - h. Any other reasons that are rationally related to the instruction in or administration of the school district.
  
- 4. Consideration of Uninterrupted Service.** If, after consideration of the criteria listed above, it is the opinion of the superintendent that there is no significant difference between or among certificated employees being considered for reduction, the employee(s) with the longest uninterrupted service to the district shall be retained.
  - a. Uninterrupted length of service is defined as the number of continuous full-time equivalent years of employment in the district as a teacher.
  - b. A full-time equivalent year is defined as employment on a full-time basis for an entire school year.

- c. Less than full-time employment reduces the teacher's full-time equivalent employment for a school year. For example, a teacher employed on a half-time basis would be credited with half a year full-time equivalent employment.
- d. A break in service will terminate a teacher's seniority and length of service under this provision. That period of time when a teacher is on a leave of absence shall not constitute a break in service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purposes of determining the length of a teacher's uninterrupted service.

**5. Rights of Recall.**

- a. Any certificated employee whose contract has been terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect.
- b. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the district to any position that he or she is qualified to teach by endorsement or college preparation.
- c. Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing district policies and the current negotiated agreement. Any year or years of absence from employment shall not be considered as a year or years of employment by the district.
- d. An employee under contract to another education institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.

**6. Current Teaching Certificate.**

- a. Upon initial employment with the district, each certificated employee shall file a copy of his or her teaching certificate, including endorsements, with the superintendent of schools.
- b. The employee shall be responsible for filing any changes in certification or endorsements with the superintendent.

**7. Address Records.**

- a. A certificated employee whose employment contract has been terminated because of a reduction in force shall, during the period which he or she is eligible for recall, be responsible for reporting any change of address to the superintendent of schools.
- b. If there is a vacancy to which a former employee has a right of recall, the district may communicate an offer of re-employment by telephone, by e-mail, or by United States mail sent to the former employee's last known address. If the school district does not receive written acceptance of the offer within seven days, the former employee shall be deemed to have waived his or her rights to be recalled to the employment position.

ARTICLE XIV  
Document Authorization

In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed herein, all on the day and year first above written.

Isanti Education Association

Isanti Community School  
Board of Education

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Chief Negotiator

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Negotiation team Member

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# AMERICAN FENCE COMPANY

Omaha Lincoln Des Moines Sioux Falls Grand Island Rochester Sioux City Iowa City Wichita  
AmeriFence Corporation – Kansas City

## FENCING & GATE PROPOSAL

Date: 02/02/2022
Attn: Santee Community School, Wade Adler, Business Manager, 206 East Frazier Ave. E, Niobrara, NE 68760, (402) 857-2741, wadler@santeeschools.org
<b>Project:</b> Fence & Gates for Infant Area
<b>Scope:</b> Fence & Gate <i>Note: This scope of work is specific and limited to the following:</i>

<b>Project Scope Information:</b> American Fence will provide and install approximately 85' of 6' Black Vinyl chain link fence with bottom rail (to keep children in and dogs out) with two 4' X 6' swing gates.
<i>If not listed herein, it is not included. Tax is NOT included in bid. Advise, prior to acceptance of required additional items.</i>

Project Specific Notes:
1. <b>No delegated design. No engineering or stamped engineered drawings.</b>
2. <b>Quote valid for 15 days!!</b>
3. <b>Please allow 4-6 weeks for delivery and installation!!</b>
<i>Notes are specific to the scope and directly impact project pricing. If not agreeable, advise prior to acceptance.</i>

<b>Project Pricing: \$8,133.37</b>
<i>Unless otherwise stated, pricing does not include sales tax, subject to change after 10 days of date of proposal. This proposal is not binding unless signature is affixed to page two. Do not sign and return this sheet without signed second page.</i>

Contact Information: <b>Lon Rochester (712) 522-7100 l.rochester@americafence.com</b>
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<b>Standard Notes &amp; Exclusions: Unless otherwise noted:</b>
1. One mobilization is included for the installation of the fence.
2. Block-out(s) in concrete / masonry for fence by others. No core drilling included. Sleeves required but not provided by AFC.
3. No surveying and/or staking included. Fence line to be staked by others.
4. Private utilities to be located by others in accordance with State's One Call System standards. In the event these utilities are damaged as a result of improper locating, AFC will not be responsible for damages and associated costs.
5. Fence line to be staked clear of utilities. No excavation included for digging within 18" of utilities but at additional expense. Hand excavation due to interference with utilities at \$35.00 per post hole.
6. No permits, bonds, dues, completed operations, or primary-none contributory included.
7. No project specific employee background, drug screen or DMV history included. Add \$65.00 per employee if required.
8. No removals, grading, grubbing, and/or demolition are included.
9. No electrical wire, wiring, grounding, conduit, connections, and/or initial electrical/controls set-up. Only after electrician has confirmed connections and operations, AFC will review installation.
10. AFC will not be subject to liquidated damages or back charges as a result of delays.
11. Material fabricated per plans. No field verification, engineering, delegated design included.
12. Accounts not paid within thirty days will be charged eighteen percent (18%) per annum. No retention to be withheld.
13. No prevailing, union or Davis – Bacon wages included.
14. No participation in billing processing programs, Textura. Participation fee to be added to contract if required.

# AMERICAN FENCE COMPANY

  
Omaha Lincoln Des Moines Sioux Falls Grand Island Rochester Sioux City Iowa City Wichita  
AmeriFence Corporation – Kansas City

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## Terms and Conditions

By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Company / AmeriFence Corporation to complete the work. Unless stated, the fence does not include a warranty. Customer is financially responsible for cancellation fees and costs of special order materials if the customer elects to cancel the contract. TERMS: 60% Down. Balance due on date of completion. No retention to be withheld. If withheld without approval, the contract amount will be 5% more than what is shown on the proposal. Service and handling charge of 1.5% per month-18% per annum applies to delinquent accounts not paid within 5 days of completion. Customer assumes full responsibility for location of property pins, staking of fence, and inaccurately placed pins and stakes. Customer understands that American Fence Co. may stake the fence based on the proposal and/or in consideration of existing utilities that do not reflect the actual location of customer's property. Customer agrees to defend, hold harmless and indemnify American Fence Co. against claims, liabilities and expenses for trespass and damage arising out of location of said fence. Customer assumes full responsibility for damage to marked and unmarked underground utility, telephone, T.V., cable or sprinkler systems. Customer requests, agrees or allows American Fence Co. to locate the fence within 18 inches of any buried utilities; customer agrees to defend, hold harmless and indemnify American Fence Co. against all claims, liabilities and expenses as a result of damage to these utilities and property. If the contract price is not paid when due, customer agrees to allow American Fence Co. to trespass on to their property and remove fence at the company's discretion. Furthermore, customer agrees to indemnify and hold harmless American Fence Co. for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and subsequent modifications shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Time stated for installation is purely estimated. Customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. has the right to reject any bid. Legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on substantial completion. Service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days. Customer acknowledges that this is page two of two and has received page one.

By signing below, I acknowledge and agree with all stated herein inclusive of both pages one and two of this proposal.

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer printed name: \_\_\_\_\_ Date: \_\_\_\_\_

Customer invoicing email address: [wadler@santeeschools.org](mailto:wadler@santeeschools.org)



# Educational Service Unit #1

"Providing Innovation, Leadership and Service"

211 Tenth Street • Wakefield, NE 68784-5014  
402.287.2061 • Fax 402.287.2065  
www.esu1.org

Dr. Bill Heimann, Administrator

SERVING: CEDAR • DAKOTA • DIXON • KNOX • THURSTON • WAYNE COUNTIES

## 2022-23 SERVICE CONTRACT

This Agreement is made and entered into by and between District No. 505, a/k/a Isanti Public School ("School District") and Educational Service Unit #1 ("ESU #1").

For good and valuable consideration, School District and ESU #1 agree as follows:

**1. Term of Agreement.** The term of this Contract shall commence August 1, 2022 and end July 31, 2023. In the event of a material breach of this Contract by either of the parties, the non-breaching party may give a notice of the breach to the other party and, in the event the breach is not cured within twenty days of the notice, immediately cancel or rescind this Contract.

**2. Services.** ESU #1 shall deliver the services described in the attached Exhibit "A" to School District. The services shall be provided in compliance with applicable legal requirements. ESU #1 reserves the right to assign such personnel to deliver the contracted services as it determines appropriate and reserves the right, in its sole discretion, to make all personnel, administrative, and operational decisions with respect to ESU #1 operations and services which do not directly impair it from providing the contracted services pursuant to this Contract. It is agreed that in the event ESU #1 determines, in its discretion, that it is not able to reasonably provide a particular service(s) set forth in Exhibit "A," ESU #1 may give notice of such to School District and cease providing such service(s), in which event School District shall not be required to pay for such service(s) to the extent such are not delivered. Such event shall not affect the responsibilities of ESU #1 or School District related to providing and paying for the other services set forth in Exhibit "A."

**3. Payment for Services.** ESU #1 shall, in good faith, determine its costs incurred or to be incurred in connection with the contracted services in accordance with internal cost accounting systems, methods and techniques deemed appropriate by ESU #1. The estimated costs set forth in the attached Exhibit "A" are estimates only and shall not serve as a limit to the amount due to ESU #1. Upon determination of such costs, ESU #1 shall submit to School District a quarterly statement setting forth the amount due to ESU #1 from School District in accordance with this Contract. Such amount shall be due and payable upon receipt by School District. Additional statements for supplemental services may be incurred.

**4. Indemnification.** School District hereby agrees to indemnify, defend, and hold ESU #1 harmless from any and all costs and liabilities arising from performance under this Contract, including but not limited to damages and other monetary remedies, and attorney fees and costs incurred, except for intentional wrongdoing or negligence by ESU #1 or its employees or agents. The foregoing indemnification obligation shall continue notwithstanding the expiration or termination of this Contract.

**5. E-Verify.** ESU #1 shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**6. Relationship.** It is agreed that the parties are independent contractors and that neither party or their employees or agents shall be deemed by virtue of this Contract to be employees of the other party.

**7. Authority.** The terms of this Contract set forth the entire agreement of the parties with respect to the subject matter of this Contract; there are no other agreements, written or oral, except those which are set forth or specifically referenced in this Contract. This Contract may be amended only by a duly approved written amendment or addendum. This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska and be binding upon the parties hereto and their successors. Each party acknowledges and represents that the persons executing this Contract have full, unconditional authority to execute the Contract on the behalf of the entity for which they are signing.

<p><b>Educational Service Unit #1</b> By: <i>Bill Heimann</i> Administrator Dated: February 1, 2022</p>	<p><b>Isanti Public School</b> Signature _____ Print Name _____ Title: _____ Dated: _____</p>
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**EXHIBIT "A"**  
**2022-23**

**SCHOOL** Isanti Public School

**DATE** February 1, 2022

<b>Services</b>	<b>Rate</b>	<b>F.T.E.</b>	<b>Hours</b>	<b>Total</b>
Vision/O&M Teacher	106.00			0.00
SPED Consultant	129,500.00			0.00
Speech Therapy	103,500.00	0.95		98,325.00
Speech Para	75,000.00			0.00
Resource Teacher	130,500.00			0.00
Deaf Educator	116.00			0.00
Audiologist	123.00		14.00	1,722.00
Psychologist	104,500.00	1.00		104,500.00
Physical Therapy	130.50		10.00	1,305.00
Occupational Therapy	125.00		80.00	10,000.00
Transition	105,000.00	0.04		4,200.00
Nursing Services	106,500.00			0.00
Mental Health	90,000.00			0.00
Tower Outreach	116,640.00			0.00
In-service	50.00		10	500.00
Program Supervision (8%)				17,644.16
PSP/ Early Intervention	126.50		100.00	12,650.12
ECSE Centerbase				
<b>Subtotal</b>				<b>250,846.28</b>

Tower School	39,000.00			0.00
Nonreimbursable	3,850.00			0.00
<b>Subtotal</b>				<b>0.00</b>

Other Services:  
.....

**TOTAL CONTRACT** **\$250,846.28**