

MINUTES  
BOARD OF EDUCATION

June 14, 2021

7:30 PM

President Dave Zimmerman called the meeting to order at 7:30 PM with the following members in attendance:

I. Call Meeting to Order

I.A. Roll Call

I.B. Notice of Nebraska Open Meetings Act Posted

II. Approval of Minutes from the May 10, 2021, Regular Board Meeting

Motion to approve minutes from the May 10, 2021, Regular Board Meeting. This motion, made by Dana Dorn and seconded by Jim Zvolanek, passed.

Betsy Frerichs: Absent, Dana Dorn: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 5, no: 0, Absent: 1

III. Communications, Audiences, and Recognitions

III.A. Public comments will not be received after this period of time. Public comment period is limited to 5 minutes per person and a total of 30 minutes overall.

IV. Financial Statement: Item for Discussion, Consideration, and/or Action

IV.A. Approval of Bills

IV.A.1. General Fund, Special Building Fund, Depreciation Fund, and Qualified Capital Purpose Undertaking Fund Claims

Motion to approve the general fund, special building fund, depreciation fund, and qualified capitol purpose undertaking fund claims. This motion, made by Dana Dorn and seconded by Angela Meyer, passed.

Betsy Frerichs: Absent, Aaron Whitwer: Abstain (With Conflict), Dana Dorn: yes, Angela Meyer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 4, no: 0, Absent: 1, Abstain (With Conflict): 1

IV.A.2. Lunch & Activity Claims

V. Support Service

V.A. Facility Update

V.B. Personnel Items

V.C. Technology Update

VI. Administrative and Committee Reports

VI.A. Student Board Member Report

VI.B. Elementary Principal's Report

VI.C. Secondary Principal's Report

VI.D. Superintendent's Report

VII. Items for Discussion, Consideration, and/or Action

VII.A. DA Davidson — Special Bond Election Financial Information

VII.B. Design-Build Resolution

Review, consider, and take all necessary action to adopt a resolution (1) authorizing the publication in a newspaper of general circulation within the District of a request for proposals for a design-builder; (2) designating members of the Design-Build Selection Committee; (3) referring all design-build proposals to the Design-Build Selection Committee and (4) taking any other action deemed necessary regarding the selection of the design-build contract or required by the Political Subdivisions Construction Alternatives Act. This motion, made by Angela Meyer and seconded by Betsy Frerichs, passed.

Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 6, no: 0

VII.C. Set Breakfast, Lunch, & Milk Prices for the 2021-2022 School Year

Motion to raise the breakfast & lunch prices by \$0.05 for the 2021-2022 school year. This motion, made by Dana Dorn and seconded by Betsy Frerichs, passed.

Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 6, no: 0

VII.D. Approval of Policy 5045: Student Fees

Motion to approve Policy 5045: Student Fees. This motion, made by Angela Meyer and seconded by Jim Zvolanek, passed.

Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 6, no: 0

VII.E. Approval of Policy 5018 & 5057: Parent and Guardian Involvement in Education Practices & District Title I Parent and Family Engagement Policy

Motion to approve Policy 5018 & 5057: Parent and Guardian Involvement in Education Practices & District Title I Parent and Family Engagement Policy. This motion, made by Angela Meyer and seconded by Aaron Whitwer, passed.

Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 6, no: 0

VII.F. 2021 Annual Board Policy Updates

Motion to approve the updated forms and policies: 2005, 3001, 3003, 3003.1, 3004.1, 3042, 3043, 3058, 5063, & 6036. This motion, made by Betsy Frerichs and seconded by Jim Zvolanek, passed.

Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 6, no: 0

VII.G. Policy Review — Policy 5001: Compulsory Attendance and Excess Absenteeism & Policy 5054: Student Bullying

VII.H. Declare the Old Kick Wheel as Surplus for Immediate Sale or Disposal

Motion to declare the old kick wheel as surplus for immediate sale or disposal. This motion, made by Jim Zvolanek and seconded by Betsy Frerichs, passed.

Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 6, no: 0

VII.I. Option Enrollment Applications

VIII. Adjournment

Motion to adjourn the meeting at 9:10 a.m. This motion, made by Dana Dorn and seconded by Angela Meyer, passed.

Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 6, no: 0

BY

President of the Board of Education

Of this School District

ATTEST

Secretary of the Board of Education

of this School District

# Nebraska Open Meetings Act

**84-1407. Act, how cited.** Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

**84-1408. Declaration of intent; meetings open to public.** It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

**84-1409. Terms, defined.** For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

**84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.**

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1) (a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

**84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.**

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site. (ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by: (A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or (B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of

an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

(a) Reasonable advance publicized notice is given as provided in subsection (1) of this section;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recodation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

(c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given as provided in subsection (1) of this section which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recodation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that: (i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and (ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

**84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right

to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an instate location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;

(f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

(g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**84-1413. Meetings; minutes; roll call vote; secret ballot; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

**84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Revised  
10/2020



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MINUTES  
BOARD OF EDUCATION  
May 10, 2021  
7:30 PM

I. Call Meeting to Order

President Dave Zimmerman called the meeting to order at 7:30 p.m. and the following members were present: Aaron Whitwer, Angela Meyer, Dana Dorn, Dave Zimmerman, and Jim Zvolanek. The following administrators were presents: Jerry Rempe, Jeff Murphy, & Christopher Prososki.

Reasonable advance publicized notice of the meeting was given according to law by publishing, a designated method for giving notice of the school district. Posted Location:

- Wymore Arbor State Newspaper

Posted Date: 4/29/2021

Reasonable advance notice was simultaneously given to board members and a copy of their acknowledgement of receipt of notice and the agenda attached. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

I.A. Roll Call

I.B. Notice of Nebraska Open Meetings Act Posted

President Dave Zimmerman announced that a complete copy of the Nebraska Open Meetings Act is posted in the Jr./Sr. High School auditorium.

I.C. Motion to excuse Betsy Frerichs from the May board meeting

Motion to excuse Betsy Frerichs from the May board meeting. This motion, made by Aaron Whitwer and seconded by Angela Meyer, passed.

Betsy Frerichs: Absent, Dana Dorn: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes  
yes: 5, no: 0, Absent: 1

II. Approval of Minutes from the April 12, 2021, Regular Board Meeting

Motion to approve minutes from the April 12, 2021, Regular Board Meeting. This motion, made by Jim Zvolanek and seconded by Dana Dorn, passed.

yes: 5, no: 0, Absent: 1

III. Communications, Audiences, and Recognitions

III.A. Public comments will not be received after this period of time. Public comment period is limited to 5 minutes per person and a total of 30 minutes overall.

IV. Financial Statement: Item for Discussion, Consideration, and/or Action

C.D. Bids for the month were as follows:

Security First Bank, Blue Springs Special Funds: 0.21%

Wymore State Bank, Special Funds: 0.20%

#### IV.A. Approval of Bills

##### IV.A.1. General Fund, Special Building Fund, Depreciation Fund, and Qualified Capital Purpose Undertaking Fund Claims

Motion to approve the general fund, special building fund, depreciation fund, and qualified capitol purpose undertaking fund claims. This motion, made by Dana Dorn and seconded by Angela Meyer, passed.

Betsy Frerichs: Absent, Aaron Whitwer: Abstain (With Conflict), Dana Dorn: yes, Angela Meyer: yes, David Zimmerman: yes, Jim Zvolanek: yes  
yes: 4, no: 0, Absent: 1, Abstain (With Conflict): 1

##### IV.A.2. Lunch & Activity Claims

#### V. Support Service

##### V.A. Facility Update

John Linder provided the school board with a written report over getting through the challenging year, mowing, John Eisenhower recently being hired, HVAC equipment upgrades, and the football field concrete and drainage project that will start during the first week of June.

##### V.B. Personnel Items

John Eisenhower was recently hired as the assistant head maintenance position and Kelsey Forney has accepted another position, so the district will be looking for another food service provider for the fall.

##### V.B.1. Hiring Recommendations

###### V.B.1.1. Jeremy Doose - 1.0 FTE - 7-12 Social Studies Teacher for the 2021-2022 School Year

Motion to approve Jeremy Doose as the 7-12 social studies teacher for the 2021-2022 school year. This motion, made by Jim Zvolanek and seconded by Aaron Whitwer, passed.  
yes: 5, no: 0, Absent: 1

###### V.B.1.2. Valerie Barnhart - 1.0 FTE - 7-12 English Language Arts Teacher for the 2021-2022 School Year

Motion to approve Valerie Barnhart as the 7-12 English Language teacher for the 2021-2022 school year. This motion, made by Angela Meyer and seconded by Dana Dorn, passed.  
yes: 5, no: 0, Absent: 1

## V.B.2. Resignations

### V.B.2.1. Elizabeth Ogg - 1.0 FTE - 7-12 English Language Arts Teacher at the Conclusion of the 2020-2021 School Year

Motion to approve the resignation of Elizabeth Ogg as the 7-12 English Language Arts teacher at the conclusion of the 2020-2021 School Year. This motion, made by Dana Dorn and seconded by Jim Zvolanek, passed.

yes: 5, no: 0, Absent: 1

The school board accepted the resignation of Elizabeth Ogg at the conclusion of the 2020-2021 school year with regrets. The school board thanked Elizabeth for her years of service to Southern Public Schools.

### V.B.2.2. Jessica Tjaden - 1.0 FTE - Kindergarten Teacher at the Conclusion of the 2020-2021 School Year

Motion to approve the the resignation of Jessica Tjaden as the kindergarten teacher at the conclusion of the 2020-2021 school year. This motion, made by Jim Zvolanek and seconded by Dana Dorn, passed.

yes: 5, no: 0, Absent: 1

The school board accepted the resignation of Jessica Tjaden at the conclusion of the 2020-2021 school year with regrets. The school board thanked Jessica for her years of service to Southern Public Schools.

Dr. Proski noted that Stacy Fossler expressed interest in the position and she was the only applicant that applied for it. The district will move Stacy Fossler to the kindergarten position in the fall. Since Southern has the lowest Elementary School special education caseload in ESU 5 at 11, the district will not fill this position in the fall. This will move the special education caseload to the ESU 5 average and in addition, the district will only be able to grow the budget by \$25,095 next year and this amount does not offset staff salary raises and health insurance increase for the 2021-2022 school year. The board and the administration talked about the potential need for another special education paraprofessional at the Elementary School and the administration will look to hire another paraprofessional over the summer months to work specifically with special needs students this fall.

## V.C. Technology Update

There was not a technology update for the May board meeting.

## VI. Administrative and Committee Reports

### VI.A. Student Board Member Report

### VI.B. Elementary Principal's Report

The elementary principal reported on the following items: summer school on June 1 - June 24, working on the activity schedule, testing, and upcoming activities.

#### VI.C. Secondary Principal's Report

The secondary principal reported on the following items: the last day of school on May 21, having 2 of the 4 alternative education spots filled at ESU 5, holding class officers elections, seniors being awarded over \$1 million dollars in scholarships, 4 students were awarded the Susan Thompson Buffett scholarships, honors night on May 4, graduation on May 15, happenings in agriculture classes/FFA, and Connor Bradly breaking the 100-meter and the 200-meter school records that were in place for over 40 years.

#### VI.D. Superintendent's Report

Dr. Prososki went over the recent preschool advisory committee meeting, he gave the board an update on a draft of the potential accreditation changes for districts in Nebraska, and he went over the assessment calendar for the 2021-2022 school year. Next, Dr. Prososki gave the school board an update on the upcoming September 14, 2021, special bond election. Preliminary numbers for the project have put the overall cost at around \$2.5-3 million dollars. Dr. Prososki said that there has never been a better time to run a special bond election because the interest rates are at an all-time low (Around 1.81% for this project) and commodity prices are nearing all-time highs. Dr. Prososki noted that the tax request will be around \$169,500 over a twenty-year period if the bond passes. Once the board finalizes the overall cost of the project at the June board meeting, Dr. Prososki will share informational brochures about the project and hold public informational meetings. Dr. Prososki also noted that if the September 14, 2021, special bond election passes, it will not take funds away from staff salaries, supplies, etc. A successful bond election will result in additional taxable revenue outside of the general fund operating budget to pay for the general obligation bond. An analogy that Dr. Prososki tells his staff is that if a person got a house loan, they could not use the house loan proceeds to purchase a new boat or a new car with the loan. Dr. Prososki went over the DIBELS results in grades K-6 (In the fall there was 46% at benchmark, in the winter there was 52% at benchmark, and in the spring, there was 61% at benchmark), the Measures of Academic Progress (MAP) results, and he noted how the governor and the state legislature has cut funding to schools in Nebraska by \$19 million dollars over the past two years. Dr. Prososki thanked all the staff members, students, and school board members for all of their dedicated work this school year to get students back in the classroom during a global pandemic. Dr. Prososki appreciated everyone's flexibility and patience during the 2020-2021 school year. Lastly, Dr. Prososki gave the board a legislative update and noted that the United States Department of Agriculture (USDA) just announced that they will extend the free school breakfast and school lunch program through the end of the 2021-2022 school year.

#### VII. Items for Discussion, Consideration, and/or Action

##### VII.A. Set Activity Prices for the 2021-2022 School Year

Motion to keep the activity prices the same as the previous year. This motion, made by Aaron Whitwer and seconded by Angela Meyer, passed.

yes: 5, no: 0, Absent: 1

The admission prices for the 2020-2021 school year will be \$5 for adults, \$4 for students. The prices for passes for the 2021-2022 school year will be \$50 for adults, \$30 for students, and \$90 for families. These are also the same prices that the other Pioneer Conference schools charge.

#### VII.B. Approval of Milk Bids for the 2021-2022 School Year

Motion to approve the escalating and de-escalating milk bid from Hiland Dairy for the 2021-2022 school year. This motion, made by Jim Zvolanek and seconded by Aaron Whitwer, passed.  
yes: 5, no: 0, Absent: 1

Southern Public Schools just joined the Southeastern Nebraska Milk Cooperative in an effort to achieve lower milk prices in an effort to save the district money. The Southeastern Nebraska Milk Cooperative consists of the following districts: Diller-Odell, Fairbury, Meridian, Milford, Southern, Tri County, & Wilber-Clatonia.

#### VII.C. Set the Annual Student Fees Policy Hearing for June 14, 2021, at 7:10 p.m. in the Jr./Sr. High School Auditorium in Wymore, Nebraska

Motion to set the annual student fees policy hearing for June 14, 2021, at 7:10 p.m. in the Jr./Sr. High School auditorium in Wymore, Nebraska. This motion, made by Dana Dorn and seconded by Jim Zvolanek, passed.  
yes: 5, no: 0, Absent: 1

Based on Nebraska statute, the school board must hold a public hearing on this policy annually to seek input from local stakeholders.

#### VII.D. Set the Annual Parental Involvement Policy Review Hearing and to Set the Annual Title I Parental Involvement Policy Review Hearing for June 14, 2021, at 7:20 p.m. in the Jr./Sr. High School Auditorium in Wymore, Nebraska

Motion to set the annual parental involvement policy review hearing and to set the annual Title I parental involvement policy review hearing for June 14, 2021, at 7:20 p.m. in the Jr./Sr. High School auditorium in Wymore, Nebraska. This motion, made by Aaron Whitwer and seconded by Jim Zvolanek, passed.  
yes: 5, no: 0, Absent: 1

Based on Nebraska statute, the school board must hold a public hearing on these two policies annually to seek input from local stakeholders.

#### VII.E. Review, Consider, and Award the Bid for the Jr./Sr. High School Boiler Project

Motion to approve the bid from Johnson Controls for the Jr./Sr. High School boiler project in the amount of \$344,581. This motion, made by Jim Zvolanek and seconded by Angela Meyer, passed.  
yes: 5, no: 0, Absent: 1

Based on Policy 3003.1: Bidding for Construction, Remodeling, Repair, or Related Projects, the school board has to award the bid to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.

The district will use the second and third round of stimulus funds or the Elementary & Secondary School Emergency Relief (ESSER) Funds to pay for the Jr./Sr. High School boiler project (Replace a 1965 & 1983 boiler). Next summer, the district will look to replace the Elementary School boiler, fix the HVAC system in the Jr./Sr. High School commons, update the obsolete HVAC control in the classrooms, and complete some other smaller projects in both buildings.

#### VII.F. Review, Consider, and Award the Bid for the Jr./Sr. High School Auditorium Rooftop HVAC Unit

Motion to approve the bid from Johnson Controls for the Jr./Sr. High School auditorium rooftop HVAC unit in the amount of \$86,572. This motion, made by Dana Dorn and seconded by Jim Zvolanek, passed.

yes: 5, no: 0, Absent: 1

Based on Policy 3003.1: Bidding for Construction, Remodeling, Repair, or Related Projects, the school board has to award the bid to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.

The district will use the second and third round of stimulus funds or the Elementary & Secondary School Emergency Relief (ESSER) Funds to pay for the Jr./Sr. High School rooftop HVAC unit project (Replace the current 1960s units in the auditorium).

#### VII.G. Option Enrollment Applications

#### VIII. Adjournment

Motion to adjourn the meeting at 9:07 p.m. This motion, made by Aaron Whitwer and seconded by Dana Dorn, passed.

Betsy Frerichs: Absent, Dana Dorn: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 5, no: 0, Absent: 1

The next Regular Board meeting is scheduled for 7:30 p.m., June 14, 2021, at Southern Jr./Sr. High School Auditorium in Wymore. The Board of Education will usually adhere to the sequence of the published agenda, but reserves the right to adjust the order of items if necessary and may elect to amend the agenda as deemed necessary.

BY

President of the Board of Education

Of this School District

ATTEST  
Secretary of the Board of Education  
of this School District

## **PUBLIC PARTICIPATION**

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:  
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please stand and state your name.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

## **5010 Immunizations**

### **1. General Rule**

- a. Each student wishing to enroll in the school district must be immunized as required by state law and the rules and regulations promulgated by the Nebraska Department of Health and Human Services in effect at the time of the student's enrollment.
- b. The district is not responsible for the cost of such immunizations.
- c. Any student who does not comply with this policy shall not be permitted to continue attending school.
- d. The building principal shall be responsible for maintaining immunization records for the students enrolled in his/her building and shall share that information with the school's threat assessment and crisis teams as appropriate.

### **2. Exceptions**

- a. Provisional Enrollment

Students who meet the statutory requirements for provisional enrollment may be allowed to attend school for sixty days without the necessary immunizations.

- b. Immunization shall not be required if the student's parent or guardian submits one of the following to the superintendent of schools:
  - i. A statement signed by a medical professional stating that the required immunization would be injurious to the health and well-being of the student or any member of the student's household; or
  - ii. An affidavit signed by the student or a legally authorized representative of the student, stating that the immunization conflicts with the student's sincerely held religious beliefs.

- c. Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

Adopted on: 12-10-2018

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

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



# RELIEF AID

## PreK-12 EDUCATION



INVESTMENTS IN  
*Nebraska*

Since March 2020, the federal government has passed three relief packages in response to the COVID-19 pandemic that include unprecedented support for K-12 schools to address the impact that COVID-19 has had, and continues to have, on elementary and secondary schools across the nation. The relief funding awards grants to States (SEAs), school districts (LEAs), and nonpublic schools through two separate funds: the Elementary and Secondary School Emergency Relief (ESSER) Fund and the Governor's Emergency Education Relief (GEER) Fund. *The purpose of this document is to provide a high-level overview of the NDE's actions to date on the administration of federal COVID-19 relief funds.*

**Table 1. Overall Funds Available to Nebraska K-12 Schools through COVID-19 Relief Packages**


Legislation	CARES	CRRSA	ARP
	Coronavirus Aid, Relief & Economic Security Act	Coronavirus Response & Relief Supplemental Appropriations Act	American Rescue Plan Act
Enacted	March 2020	December 2020	March 2021
Elementary and Secondary School Emergency Relief <b>ESSER</b>	\$65,085,085	\$243,073,530	\$545,908,619
Governor's Emergency Education Relief <b>GEER</b>	\$16,357,685	\$17,272,129	\$18,618,767
Total Education Stabilization Funds	<b>\$81,442,770</b>	<b>\$260,345,659</b>	<b>\$564,527,386</b>

**Table 2. Aid Available through the GEER & Emergency Assistance for Nonpublic schools (EANS)**

Program Details	GEER I	GEER II/EANS	ARP EANS
<b>Stimulus Program</b>	<a href="#">CARES Act</a>	<a href="#">CRRSA Act</a>	<a href="#">ARP Act</a>
<b>State Allocation &amp; Methodology</b>	<a href="#">State Allocation</a>	<a href="#">State Allocation</a>	<a href="#">State Allocation</a>
<b>Available for Obligation Through</b>	9/30/22	9/30/23	9/30/23
<b>Nebraska GEER Aid</b>	\$16,357,685	Governor education funds became EANS funds	
<b>Nebraska EANS Services/Assistance</b> Emergency Assistance for Nonpublic Schools	Public school districts provide equitable services to nonpublic schools through ESSER	\$17,272,129 Including \$200,000 for State Administration	\$18,618,767 Including \$200,000 for State Administration
<b>Level of Aid Spent to Date</b> Costs may date back to March 13, 2020	100% Obligated	\$0 - May 2021 Services Available	\$0 - June 2021 Schools Apply
<b>Nebraska Allocation &amp; Methodology</b>	Governor providing devices/access for all students in need	<a href="#">Nonpublic Allocation</a> 50% Total Enrollment 50% Low-Income	July 2021 – Final Allocations Available
<b>Main Purpose of Funds</b>	 <p>Address digital equitable access and Learning</p>	 <p>Provide services or assistance to non-public schools through partnership with FACTS to serve the most impacted by COVID-19</p>	

*Check it out!  
click the pic!* →

**Table 3. Aid Available through the ESSER COVID-19 Relief Packages**

Program Details	ESSER I	ESSER II	ESSER III
<b>Stimulus Program</b>	<a href="#">CARES Act</a>	<a href="#">CRRSA Act</a>	<a href="#">ARP Act</a>
<b>Total Nebraska ESSER Aid</b>	\$65,085,085	\$243,073,530	\$549,484,612
<b>Available for Obligation Through</b>	9/30/22	9/30/23	9/30/24
<b>Total Nebraska ESSER Aid</b>	\$65,085,085	\$243,073,530	\$545,908,619
<b>State Allocation &amp; Methodology</b>	<a href="#">State Allocation</a>	<a href="#">State Allocation</a>	<a href="#">State Allocation</a>
<b>School District Aid Distribution (90%)</b>	\$58,576,577	\$218,766,177	\$491,317,757
<b>School District Allocation &amp; Methodology</b>	<a href="#">District Allocation</a>	<a href="#">District Allocation</a>	Released May 2021
<b>Budgeted Investments</b>	42% Technology 26% Closure/Employ Staff 19% Response/Supplies 11% Nonpublic Schools 1.2% Vulnerable Populations 0.4% Prof Development 0.3% Social/Emotional	<b>April 2021</b> Districts Applying & Budgeting Aid	<b>May 2021</b> Allocations & Application become available <b>Note:</b> 20% reserved for "learning loss" through evidence-based interventions & LEA maintenance of equity
<b>Level of Aid Spent to Date</b> Costs may date back to March 13, 2020	68% Reimbursed \$40,108,258	\$0	\$0
<b>Main Purpose of Funds</b>	Ensure students and educators have devices, connectivity, support needed to continue to learn, and provide communication /support to families and students.	Measure and address learning loss among students disproportionately affected by COVID-19 and school closures, particularly students with high-needs.	Reopen schools and sustain safe operation aligned to CDC guidance for in-person learning. Provide evidenced-based interventions to meet social, emotional, and academic needs.
<b>SEA Reservation (10% - NDE)</b> Including 0.5% State Administration Maintenance of Effort and Equity Provisions	\$6,508,509	\$24,307,353	\$54,590,862
<b>Budgeted Investments</b>	60% Technology 19% Fall Planning 9% Unobligated 5% Administration 4% Inclusive Environment 3% SEL & Mental Health	 Developing strategic priorities-based planning guidance and supports for schools to achieve <b>School Renewal and Acceleration</b> through <a href="http://launchne.com">launchne.com</a> and educational partners	
<b>Level of State Reservation Spent to Date</b> Costs may date back to March 13, 2020	91% Obligated \$59,227,427	\$0	\$0

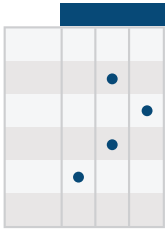


**Nebraska Department of Revenue, Property Assessment Division**  
**2020 to 2021 Real Property Value Percentage Change by County as of 3-30-2021**

County	Residential & Recreational & AgResid % change	Resid & Rec & AgResid % change excl. growth	Commercial & Industrial % change	Commercial & Industrial % change excl. growth	AgOutbldg & FarmsiteLand % change	AgOutbldg & FarmsiteLand % change excl. growth	Total Agricultural Land % change	Total Real Property % change	Total Real Property % change excl. growth
1 Adams	4.54%	3.10%	3.36%	-2.12%	6.77%	4.10%	-3.86%	0.94%	-0.54%
2 Antelope	6.31%	4.62%	10.42%	0.50%	10.41%	-4.37%	0.07%	1.71%	0.46%
3 Arthur	1.12%	0.73%	0.15%	-4.30%	138.84%	0.68%	5.04%	4.67%	4.60%
4 Banner	0.93%	0.82%	1.55%	0.00%	1.28%	1.98%	-2.79%	-3.35%	-3.38%
5 Blaine	2.76%	-0.89%	-0.66%	-0.66%	-1.71%	0.73%	3.06%	2.96%	2.78%
6 Boone	4.52%	3.39%	1.62%	0.93%	2.37%	-0.08%	-2.27%	-0.98%	-1.26%
7 Box Butte	5.21%	4.71%	5.34%	3.30%	6.08%	12.65%	0.08%	2.92%	2.47%
8 Boyd	3.66%	1.13%	0.09%	-2.61%	1.91%	9.17%	-0.34%	0.53%	-0.01%
9 Brown	33.40%	32.13%	7.02%	4.19%	3.09%	4.24%	6.24%	11.25%	10.54%
10 Buffalo	2.08%	0.81%	-0.37%	-1.49%	5.26%	-6.21%	-5.69%	-0.65%	-1.60%
11 Burt	6.59%	5.32%	8.07%	7.14%	7.49%	0.59%	-2.17%	-0.08%	-0.40%
12 Butler	0.51%	-1.19%	3.28%	1.53%	46.90%	24.26%	-2.42%	0.13%	-1.03%
13 Cass	13.07%	11.41%	30.24%	27.85%	2.36%	161.36%	0.03%	11.90%	10.59%
14 Cedar	1.87%	0.71%	1.28%	-0.49%	1.07%	-2.85%	0.28%	0.76%	0.24%
15 Chase	0.40%	-0.64%	2.26%	-0.08%	2.03%	2.79%	1.54%	1.35%	1.02%
16 Cherry	2.93%	2.08%	3.96%	1.34%	1.66%	-4.04%	0.01%	0.55%	0.27%
17 Cheyenne	7.38%	6.33%	-3.77%	-4.17%	-3.50%	9.16%	-0.41%	1.88%	1.43%
18 Clay	-1.09%	-2.05%	2.62%	0.92%	9.27%	17.32%	-0.45%	0.15%	-0.16%
19 Colfax	5.83%	5.07%	-0.38%	-0.91%	26.81%	-4.93%	-1.27%	0.58%	0.11%
20 Cuming	11.41%	10.21%	1.42%	0.64%	19.42%	-6.51%	-1.65%	0.63%	0.29%
21 Custer	5.04%	3.76%	-0.41%	-0.52%	5.49%	1.20%	-2.74%	-1.26%	-1.46%
22 Dakota	8.34%	8.24%	5.44%	4.25%	-0.20%	74.49%	-0.04%	5.40%	5.08%
23 Dawes	3.94%	3.26%	0.29%	0.21%	2.51%	-7.77%	-1.66%	0.89%	0.45%
24 Dawson	2.49%	2.05%	2.83%	2.38%	1.32%	0.91%	-2.09%	0.17%	-0.16%
25 Deuel	6.05%	4.80%	16.46%	0.33%	12.43%	-0.33%	-10.39%	-3.99%	-5.73%
26 Dixon	8.23%	7.74%	0.21%	0.17%	0.23%	0.63%	0.44%	1.77%	1.62%
27 Dodge	7.95%	6.95%	10.07%	6.95%	7.65%	1.07%	-1.42%	4.65%	3.65%
28 Douglas	7.20%	5.84%	3.11%	2.23%	208.22%	-6.52%	-2.37%	5.91%	4.70%
29 Dundy	19.82%	19.06%	-0.30%	-0.36%	2.57%	59.84%	0.41%	2.05%	1.95%
30 Fillmore	2.08%	1.12%	6.39%	0.40%	-0.26%	-1.67%	0.05%	0.65%	0.15%
31 Franklin	1.76%	1.35%	2.47%	2.18%	1.57%	0.10%	-0.13%	0.08%	-0.06%
32 Frontier	6.40%	5.69%	2.80%	0.22%	14.80%	-0.21%	-0.06%	0.95%	0.73%
33 Furnas	14.10%	13.62%	13.19%	10.95%	-0.16%	2.63%	-2.66%	1.05%	0.79%
34 Gage	3.78%	2.33%	3.78%	1.19%	8.78%	8.36%	1.59%	2.71%	1.96%
35 Garden	2.41%	1.70%	0.57%	0.03%	5.51%	-3.75%	1.20%	1.34%	1.10%
36 Garfield	11.15%	9.92%	1.95%	-0.10%	6.79%	5.90%	-3.12%	0.67%	0.23%
37 Gosper	4.73%	3.39%	0.67%	0.11%	0.69%	8.01%	3.14%	3.53%	3.20%
38 Grant	3.87%	0.83%	0.44%	0.44%	-0.85%	-5.97%	6.96%	6.50%	6.13%
39 Greeley	4.58%	1.67%	4.20%	-0.41%	1.57%	-0.68%	-0.11%	0.44%	0.00%
40 Hall	6.10%	4.56%	9.33%	6.28%	60.31%	9.08%	-0.14%	5.57%	3.98%
41 Hamilton	4.43%	2.45%	2.79%	0.17%	3.19%	2.03%	0.01%	1.36%	0.64%
42 Harlan	6.11%	4.25%	2.50%	-0.22%	6.06%	16.33%	0.01%	1.49%	0.93%
43 Hayes	1.01%	-0.60%	2.11%	0.71%	1.93%	-0.22%	5.84%	5.13%	4.98%
44 Hitchcock	7.33%	6.98%	8.26%	7.86%	20.80%	-0.21%	0.02%	-0.31%	-0.46%
45 Holt	3.81%	2.67%	0.84%	0.28%	3.32%	-1.77%	-10.85%	-7.94%	-8.20%
46 Hooker	21.93%	14.81%	4.90%	0.35%	14.63%	-14.77%	-0.14%	2.04%	1.12%
47 Howard	5.00%	3.23%	17.93%	15.06%	1.90%	3.77%	-1.42%	1.17%	0.58%
48 Jefferson	3.99%	2.61%	3.11%	0.06%	0.67%	-0.54%	0.31%	1.36%	0.69%
49 Johnson	3.36%	1.76%	0.38%	-0.24%	11.94%	-18.21%	0.23%	0.28%	-0.12%
50 Kearney	5.82%	4.57%	7.72%	5.99%	-0.85%	-1.89%	-0.02%	1.76%	1.33%
51 Keith	4.87%	3.44%	8.68%	7.40%	17.34%	35.26%	-5.28%	1.48%	0.72%
52 Keya Paha	1.10%	-0.28%	0.00%	0.00%	6.08%	-0.05%	-0.01%	0.06%	-0.03%
53 Kimball	4.54%	3.99%	3.83%	-1.43%	1.13%	-7.77%	-0.04%	-0.32%	-1.44%

**Nebraska Department of Revenue, Property Assessment Division**  
**2020 to 2021 Real Property Value Percentage Change by County as of 3-30-2021**

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54 Knox	4.04%	1.96%	-0.06%	-2.29%	18.86%	3.96%	-1.95%	-0.38%	-0.88%
55 Lancaster	12.37%	10.75%	10.48%	6.78%	-6.99%	-10.85%	-0.13%	11.22%	9.17%
56 Lincoln	1.70%	1.14%	0.52%	-1.57%	12.08%	20.35%	2.43%	2.10%	1.52%
57 Logan	-2.13%	-3.04%	-0.35%	-0.44%	0.64%	2.55%	9.35%	8.09%	7.98%
58 Loup	3.72%	1.65%	13.07%	12.42%	1.14%	-3.46%	0.00%	0.72%	0.31%
59 Madison	4.00%	2.79%	4.25%	0.88%	14.71%	0.53%	1.72%	3.28%	2.04%
60 McPherson	3.09%	-0.42%	0.10%	0.10%	0.08%	2.24%	8.77%	8.40%	8.23%
61 Merrick	7.42%	5.62%	2.46%	1.87%	17.57%	0.13%	-0.90%	1.92%	1.23%
62 Morrill	2.90%	1.87%	3.06%	0.36%	1.60%	0.50%	-0.09%	0.69%	0.28%
63 Nance	3.61%	2.07%	4.91%	1.83%	-3.92%	-0.82%	0.08%	0.94%	0.38%
64 Nemaha	1.80%	1.48%	-0.89%	-1.19%	17.32%	-2.22%	6.25%	4.71%	4.51%
65 Nuckolls	3.57%	1.45%	3.47%	1.59%	2.20%	-0.29%	1.62%	1.95%	1.54%
66 Otoe	6.75%	5.68%	2.51%	1.32%	11.71%	-0.58%	-0.29%	2.53%	2.05%
67 Pawnee	6.24%	5.17%	1.52%	0.08%	61.34%	0.70%	1.50%	2.04%	1.84%
68 Perkins	9.81%	8.75%	4.33%	-0.09%	8.67%	0.04%	-3.97%	-1.49%	-2.00%
69 Phelps	1.74%	1.39%	1.99%	0.75%	1.99%	0.20%	-2.07%	-0.91%	-1.10%
70 Pierce	6.31%	5.49%	-0.83%	-7.58%	15.71%	3.61%	1.12%	2.35%	1.73%
71 Platte	10.04%	8.14%	4.28%	0.09%	-0.63%	5.01%	-0.59%	4.90%	3.14%
72 Polk	1.20%	1.11%	23.32%	23.32%	-0.56%	7.77%	-0.69%	0.36%	0.33%
73 Red Willow	5.27%	3.90%	1.34%	1.13%	8.59%	4.44%	-0.24%	1.84%	1.27%
74 Richardson	6.07%	5.41%	0.71%	0.29%	0.33%	0.09%	1.68%	2.38%	2.15%
75 Rock	5.38%	4.88%	2.64%	1.81%	1.17%	6.68%	-0.01%	0.62%	0.56%
76 Saline	7.11%	5.91%	7.36%	0.13%	1.65%	0.95%	-0.84%	2.01%	1.11%
77 Sarpy	7.60%	5.01%	8.27%	3.00%	1.44%	-1.82%	1.85%	7.63%	4.42%
78 Saunders	8.26%	4.63%	21.86%	20.27%	5.68%	20.98%	-2.15%	4.03%	2.26%
79 ScottsBluff	5.74%	5.26%	1.52%	-0.32%	4.70%	-0.05%	-0.06%	3.70%	3.00%
80 Seward	5.11%	3.19%	5.59%	2.30%	15.68%	7.73%	-2.84%	1.13%	-0.03%
81 Sheridan	9.07%	8.96%	4.70%	4.32%	-2.04%	3.90%	2.86%	4.03%	3.97%
82 Sherman	6.14%	4.72%	9.64%	7.58%	0.48%	0.27%	0.03%	1.42%	1.02%
83 Sioux	0.37%	0.15%	0.00%	0.00%	2.42%	-1.00%	0.00%	0.06%	-0.01%
84 Stanton	4.20%	3.06%	3.36%	-1.69%	15.23%	-11.42%	2.90%	2.82%	2.13%
85 Thayer	11.26%	10.02%	2.16%	1.16%	20.62%	7.34%	-1.53%	0.62%	0.34%
86 Thomas	6.21%	6.03%	7.55%	0.63%	1.68%	1.39%	9.34%	8.76%	8.47%
87 Thurston	1.95%	0.84%	8.64%	3.84%	0.09%	1.83%	-0.03%	0.57%	0.24%
88 Valley	7.84%	6.92%	5.91%	2.28%	-1.82%	0.17%	-3.06%	-0.30%	-0.72%
89 Washington	6.64%	5.03%	6.24%	3.96%	0.77%	4.54%	0.02%	4.68%	3.46%
90 Wayne	4.85%	3.47%	3.52%	0.75%	-1.76%	0.03%	-0.02%	1.39%	0.81%
91 Webster	2.33%	1.54%	61.34%	39.91%	26.98%	32.96%	5.88%	7.76%	7.03%
92 Wheeler	0.36%	-0.72%	181.46%	0.00%	4.38%	0.14%	-0.12%	0.96%	-0.14%
93 York	3.73%	2.83%	0.90%	0.62%	0.08%	-1.13%	-4.82%	-2.13%	-2.55%
<b>State Totals</b>	<b>7.58%</b>	<b>6.05%</b>	<b>5.59%</b>	<b>3.13%</b>	<b>8.80%</b>	<b>4.84%</b>	<b>-0.76%</b>	<b>4.17%</b>	<b>3.02%</b>



**ALIGNMENT CHART:  
Restorative Practices in Schools**

**Second Step**

Second Step and restorative practices in schools share the common goals of supporting the safety, well-being, and success of students by developing positive relationships, fostering school connectedness, and building social-emotional competencies. This document outlines the alignment between the two.

**Restorative Practices in Schools**

Restorative practices are a schoolwide approach to creating a positive school climate that is based on building, maintaining, and restoring relationships in the school community. Restorative practices include restorative justice, an approach to wrongdoing and harmful behavior based on repairing the harm that has been done and restoring relationships. Restorative justice includes the active involvement of all involved in resolving the wrongdoing or conflict and in restoring a sense of community, including students, school staff, and (where appropriate) family members. Being able to demonstrate relationship-building actions and respond to restorative questions is important for all involved in restorative practices. For more information about restorative practices, see the back page.

**Second Step**

Second Step is a research-based, universal prevention program for Early Learning through Grade 8 students. It is designed to promote school success, school connectedness, and a safe, respectful school climate and to prevent problem behaviors. It does this by teaching self-regulation and social-emotional skills and by addressing bullying and unsafe behaviors. It is developmental and sequential, with skills being reviewed and expanded on each year and gradually becoming more complex as students get older. The program provides clear schoolwide norms for prosocial behavior.

**Second Step Unit Topics for Student Lessons**

Grade Level	Early Learning	Skills for Learning, Empathy, Emotion Management, Friendship Skills and Problem Solving, Child Protection*
	K-Grade 3	Skills for Learning, Empathy, Emotion Management, Problem Solving, Bullying Prevention*, Child Protection*
	Grades 4 & 5	Empathy and Skills for Learning, Emotion Management, Problem Solving, Bullying Prevention*, Child Protection*
	Grades 6-8	Mindsets & Goals; Values & Friendships; Thoughts, Emotions, & Decisions; Serious Peer Conflicts

\*Units sold separately

**School Staff (All Grades)**

One of the core components of Second Step is that staff model all program skills, remind students to use them, and notice and reinforce skill use in students with specific verbal feedback. All staff are encouraged to do this, whether teaching the actual lessons or not.

**Families (All Grades)**

Interactive take-home activities focus on the skills taught at each grade level. These encourage dialogue and engagement between adult family members and students, inform adults about the skills taught in the program, and give students and adults frequent opportunities to practice the skills at home.



## Alignment of Second Step and Restorative Practices

		Second Step Skills and Concepts for Early Learning through Grade 5																	Second Step Skills and Concepts for Grades 6 through 8																					
		Respect	Safety	Skills for Learning		Empathy and Compassion		Emotion Management		Interpersonal Problem Solving			Friendship Skills		Bullying Prevention	Child Protection	Mindsets & Goals	Values & Relationships		Thoughts, Emotions, & Decisions	Serious Peer Conflicts																			
		Respectful behaviors emphasized at all grade levels	Safe behaviors emphasized at all grade levels	Listening	Using self-talk to manage behavior or calm down	Being assertive	Identifying others' feelings	Understanding others' perspectives	Showing care and concern; offering support	Accepting differences	Identifying one's own feelings	Calming down strong feelings	Managing anger to prevent behavior that harms others' bodies or feelings	Identifying the problem without blame; identifying needs and wants	Thinking of solutions that are safe, respectful, and considerate of others' feelings and needs.	Evaluating positive and negative consequences of each solution	Choosing a solution that works for all parties involved	Including others	Making amends	Taking responsibility for actions (either accidental or on purpose)	Recognizing, refusing, and reporting bullying; being a supportive bystander; emphasis on safe and respectful behaviors	Recognizing, refusing, and reporting unsafe and sexually abusive situations and touches	Understanding that the brain can grow and change	Recognizing that personalities can change	Identifying personal values	Using personal values to make good decisions	Making friends and strengthening friendships	Handling unhelpful thoughts and strong emotions	Using strategies to calm down	Recognizing different perspectives	Recognizing and avoiding serious conflicts	Resolving serious conflicts	Repairing relationships	Helping prevent bullying and harassment						
Restorative Practices	Relationship-Building Actions	Create trust	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓								✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				
		Demonstrate empathy					✓	✓	✓	✓													✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
		Be respectful	✓	✓	✓		✓		✓	✓	✓	✓	✓					✓			✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
		Use active listening			✓	✓						✓	✓										✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
		Use affective statements						✓	✓		✓														✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
		Show care and concern	✓	✓				✓	✓	✓	✓	✓						✓			✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	Restorative "Structures"	Community-building circles: all students and a teacher in a classroom	✓	✓	✓	✓	✓	✓	✓	✓	✓							✓							✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
		Impromptu restorative conversations: student(s) and teacher	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓		✓	✓					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
		Restorative justice circles: students, school staff, and family members	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓		✓	✓					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		Re-entry circles: students, school staff, and family members	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓		✓	✓					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Restorative Justice Principles	Identify who has been harmed and how						✓	✓					✓							✓	✓			✓					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
		Repair the harm	✓	✓				✓	✓					✓	✓	✓	✓		✓	✓					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		Restore relationships	✓	✓	✓			✓	✓	✓		✓	✓					✓	✓	✓					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		Engage all parties in resolving conflict or addressing wrongdoing												✓	✓	✓	✓							✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Restorative Questions	What happened from your perspective?					✓				✓			✓											✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
		How were you feeling?					✓				✓														✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
What were you thinking?						✓							✓											✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Who has been affected by what happened, and how?						✓	✓	✓					✓											✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
What needs to be done to make things as right as possible?		✓	✓			✓	✓	✓	✓					✓	✓	✓		✓	✓					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



## Typical Restorative Practices

### Relationship-building actions

- Create trust
- Demonstrate empathy
- Be respectful
- Use active listening
- Use affective statements
- Show care and concern

### Restorative “structures”

- Community-building circles
- Impromptu conferences to address minor problem behaviors
- Restorative justice circles (repairing harm circles) to address wrongdoing or repair harm, often including family members
- Re-entry circles for students returning from truancy, suspension, or incarceration

### Restorative justice principles

- Identify who has been harmed and how
- Repair the harm
- Restore relationships
- Engage all parties in resolving conflict or addressing wrongdoing

### Restorative questions to guide restorative justice process

- What happened from your perspective?
- How were you feeling?
- What were you thinking?
- Who has been affected by what happened, and how?
- What needs to be done to make things as right as possible?



Second Step, a program rooted in social-emotional learning (SEL), helps transform schools into supportive, successful learning environments uniquely equipped to encourage children to thrive.

By offering the research-based Second Step SEL curriculum for Preschool through Grade 8 in combination with our Bullying Prevention and Child Protection Units, we've formed an integrated, comprehensive program that makes a difference in children's lives. It's a difference you can feel the moment you open the doors to a Second Step school—a sense of safety and respect grounded in the social-emotional health and well-being of the entire school community.

Learn more at [SecondStep.org](http://SecondStep.org) or call us at 800-634-4449, ext. 1.

**RESOLUTION OF BOARD OF EDUCATION TO  
SELECT THE DESIGN-BUILD CONTRACT DELIVERY SYSTEM**

WHEREAS, the Board of Education ("Board") of Southern Public Schools (legally known as Gage County School District 34-0001 and referred to herein as the "School District") believes it to be in the School District's best interests to use the design-build contract delivery system under the Nebraska Political Subdivisions Construction Alternatives Act ("Act") to complete the Elementary School Addition Project ("Project"); and

WHEREAS, the Board previously adopted policy 3043 Design-Build Contracts;

BE IT THEREFORE RESOLVED that the Board hereby selects the design-build contract delivery system to complete the Project and authorizes, empowers and directs the School District's administration to take all actions necessary to comply with the terms of the Act in proceeding with the design-build contract delivery system.

BE IT FURTHER RESOLVED that the Board hereby directs the School District's administration to prepare a notice publish notice in a newspaper of general circulation in the District that it is seeking a Performance Criteria Developer for a design-build project.

BE IT FURTHER RESOLVED that the Board hereby directs the School District's administration to prepare a request for proposals for a design-builder for the Project and publish notice of the same in a newspaper of general circulation within the School District and file the notice with the Nebraska Department of Education.

BE IT FURTHER RESOLVED that the following individuals are designated as members of the Design-Build Selection Committee:

(1) Member(s) of the school board: **Aaron Whitwer, Angela Meyer, Betsy Frerichs, Dana Dorn, Dave Zimmerman, & Jim Zvolanek**

(2) Member(s) of the school administration or staff: **Christopher Prosocki, Jerry Rempe, Jeff Murphy, & John Linder**

(3) The school's architect or engineer: **Paul Brungardt**

(4) Individuals having special expertise relevant to selection of a design-builder under the Act: \_\_\_\_\_  
and;

(5) A resident of the school district other than an individual included in subdivisions (1) through (4): \_\_\_\_\_

BE IT FURTHER RESOLVED that all proposals received in response to the request for proposals are hereby referred to the Design-Build Selection Committee.

BE IT FURTHER RESOLVED that the selection committee and the District shall evaluate proposals taking into consideration the criteria and percentages listed below:

<b>Criteria</b>	<b>%</b>
The financial resources of the design-builder to complete the project	<b>10%</b>
The ability of the proposed personnel of the design-builder to perform	<b>15%</b>
The character, integrity, reputation, judgment, experience, and efficiency of the design-builder	<b>20%</b>
The quality of performance on previous projects	<b>30%</b>
The ability of the design-builder to perform within the time specified	<b>20%</b>
The previous and existing compliance of the design-builder with laws relating to the contract	<b>5%</b>
Such other information as may be secured having a bearing on the selection	<b>5%</b>
<b>TOTAL</b>	<b>100%</b>

Dated: June 14, 2021

\_\_\_\_\_  
President of the Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Education

## LETTERS OF INTEREST FOR PREQUALIFICATION OF DESIGN-BUILDER

The School District of Southern Public Schools in Wymore, Nebraska, ("School District") is requesting Letters of Interest from prospective Design-Builders for the Addition/Renovation to the elementary site in Blue Springs, Nebraska. Duval and Associates has been selected as the PCD and will be providing pre-design and consulting services to the School District defining certain criteria to be provided to potential Design-Builders in their development of proposals for a Design-Build contract, and in providing consulting services to the School District in the interests of the project.

The requirements of Letter of Interest are pursuant to Nebraska LB 889 (2008) Political Subdivision Construction Alternatives Act and the terms defined in Nebraska Revised Statute 13-2906, and Board Policy 3043 Design-Build Contracts.

The performance criteria developed will allow the district to construct a project of scope to potentially include: Gymnasium, 2 PK classrooms, improving water drainage around existing building, update to the playground equipment, and access to the gymnasium.

The goal of the district is to complete these additions and improvements in one phased addition of roughly \$2.5 - \$3.5 million, based on the prioritized needs of the district. The district would like to use the completed project as soon as possible, but not later than November 2022.

### Potential Projected Timeline:

- May 27, 2021 Publish Request for Letter of Interest
- June 28, 2021 Response to Letter of Interest Due noon
  - Superintendents office
- June 30, 2021 RFP Distributed to DB Teams
- August 2, 2021 DB Team Response to RFP Due
- August 3, 2021 Southern Building committee Select Short List
- August 10, 2021 Interview DB Teams
- September 14, 2021 Vote
- September 17, 2021 Select DB Team Partner

The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify and when rating perspective-interested parties:

- Ability of professional personnel
- Past performance
- Willingness to meet time and budget requirements
- Recent, current and projected workloads of the Design-Builder
- Other information which the District and PCD deem relevant

The Design-Build Contracts Policy 3043 adopted by Southern School District in accordance with NEB. REV. STAT. 13-2909 is attached and incorporated by reference.

Duval and Associates, as PCD will be ineligible to be included as a provider of any services in a Design-Builder proposal for the project, and the PCD shall not be employed by, or have a financial or other interest in a Design-Builder who will submit a proposal.

Prospective Design-Builders who have been preapproved and offered the RFP shall respond to all items in this questionnaire by August 2, 2021. Failure to do so will deem the Design-Builders nonresponsive at the discretion of the School District. If the prospective Design-Builder team is a prime contractor-subcontractor relationship or joint venture, both entities must complete their relevant information on the questionnaire.

Submittal Requirements:

#### 1. Design Build Firm Information

- a. Firm name, address, phone, fax and email
- b. Name of primary point of contact
- c. Proof of bonding capacity and insurance coverage

2. Design-Builder's Subconsultant(s) Firm Information (If the Design-Builder is a contractor, then list the architectural-engineering team. If the Design-Builder is an Architect or Engineer, then list the General Contractor):

- a. Firm names, addresses, phone, fax and email addresses
- b. Name of **primary** point of **contact**
- C. Proof of liability insurance

### 3. Design-Builder Team and Experience

a. Resume of key team members (Project manager, project superintendent, design architect or engineer)

1. **Name** and title
2. Role in the project
3. Education
4. Professional registration
5. Years **of** experience

b. List of **3** relevant projects on which the Design-Builder provided design and/or construction services similar to those requested in this RFP. Provide project scope, budget, year completed and form of project delivery (Design-Build, Design-Bid-Build, or Construction Management at Risk). Provide graphics or photos if available. Also, list client references for each of **the 3** projects (organization, contact name, address, phone, fax and **email**).

c. If the Design-Builder subcontracts for design or construction services, list 3 relevant projects of the designer or contractor and information requested in paragraph above.

### 4. Design Builder's Approach

a. Briefly describe the Design-Builder's approach in working with the School District to design and build the proposed project.

Submit 2 copies of the Letter of Interest to:

Southern Public School District

c/o Chris Prosocki

115 South 11<sup>th</sup> Street

Wymore, NE 68466

## **5045 Student Fees**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

### **A. Definitions.**

- 1.** "Students" means students, their parents, guardians or other legal representatives.
- 2.** "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
- 3.** "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### **B. Listing of Fees Charged by this District.**

#### **1. Guidelines for Clothing Required for Specified Courses and Activities.**

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

## **2. Safety Equipment and Attire.**

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

## **3. Personal or Consumable Items.**

The district does not provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

## **4. Materials Required for Course Projects.**

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

## **5. Technological Devices**

The district will provide students with the technological devices necessary to complete all basic curricular projects. To the extent that a student is not required by the district's curriculum to utilize a device off district property, the district may charge students a convenience fee to take the device off district property. The maximum dollar amount of this convenience fee charged by the district will be \$50.00.

As with all school property, students may be charged for damage to such devices. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices.

## 6. Extracurricular Activities.

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

Student activity card (covers admission to all extracurricular events)	\$30.00
Student participation fee (required of all students who participate in athletics and/or other extracurricular activities)	\$0
Future Business Leaders of America	\$100.00
National Honor Society	\$100.00
Cheerleading, Drill Team, Flag Corps  Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be:	\$350.00
Football  Students must provide their own football shoes, undergarments, and	

mouthguards	\$0
Golf Students must provide their own golf shoes, undergarments, and clubs	\$0
Softball Students must provide their own shoes, gloves, and undergarments	\$0
Track, Volleyball, and Wrestling Students must provide their own shoes and undergarments	\$0
Science Club	\$50.00
Art Club	\$50.00
Future Farmers of America Students must purchase their own jackets and pay dues	\$200.00
Industrial Technology Classes	\$200.00
Spanish Club	\$50.00

**7. Post-Secondary Education Costs.**

Some students enroll in postsecondary courses while still enrolled in the district’s high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

## **8. Transportation Costs.**

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be \$100.00.

## **9. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$0.15 per page for reproduction of student records.

## **10. Participation in Before-and-After-School or Pre-Kindergarten Services.**

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$0.

## **11. Participation in Summer School or Night School.**

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

The maximum dollar amount charged by the district for summer and night school shall be \$0.

## **12. Charges for Food Consumed by Students.**

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades PK-12
  - Regular Price \$2.15
  - Reduced Price \$0.30
  
- Lunch Program – Grades PK-6
  - Regular Price \$3.05
  - Reduced Price \$0.40
  
- Lunch Program – Grades 7-12
  - Regular Price \$3.15
  - Reduced Price \$0.40

**13. Charges for Musical Extracurricular Activities.**

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

Band	<p>The school will provide students with an instrument, along with supplies to maintain and play the instrument. Instruments will be supplied on a first come, first serve basis based on available inventory.</p> <p>Band Uniforms: The school will provide band uniforms, shoes, and hats free of charge to high school students.</p>
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	Stage Band: The school will provide a stage band t-shirt. Students must provide black shoes, black socks, and black pants.
Swing Choir	Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$200.00

**14. Contributions for Junior and Senior Class Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class’s fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$25.00.

**C. Waiver Policy.**

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

**D. Distribution of Policy.**

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

**E. Voluntary Contributions to Defray Costs.**

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

**F. Fund-Raising Activities**

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

**G. Student Fee Fund.**

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: 1-14-2019

Revised on: 6-14-2021

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

## 5018

### Parent and Guardian Involvement In Education Practices

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
  - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
  - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
  - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
  - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
- 3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
  - a. Building principals may excuse a student from any single school experience at the parent's written request.
  - b. When appropriate, alternative experiences will be provided for the student by the school.
- 4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
- 5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
- 6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
  - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

- b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents or guardians to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
  - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
  - b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: 12-10-2018

Revised on: 10-12-2020

Reviewed on: 6-14-2021

## **5057**

### **District Title I Parent and Family Engagement Policy**

The school district will jointly develop with parents a School-Parent-Student Compact that outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

The written District Parent and Family Engagement Policy will be jointly developed and distributed to parents and family members of participating children and the local community in an understandable format and to the extent practicable, in a language the parents can understand. An annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy will be used to design evidence-based strategies for more effective parental involvement, to revise the Parent and Family Engagement Policy and to remove barriers to participation.

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities such as training to help parents work with their children to

improve achievement. A goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

This policy shall be reviewed annually at the annual meeting where concerned parties can have a conversation about possible changes to the Parent and Family Engagement Policy.

Adopted on: 1-14-2019

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

Reviewed on: 6-14-2021

## **2005 Conflict of Interest**

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

1. Definitions. For purposes of this policy:

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

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

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

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

2. Contracts with the School District.

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

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

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

### 3. Contracts with Board Member's Immediate Family.

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

### 4. Employing Members of the Immediate Family.

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

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

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

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

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

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

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

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

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

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

6. Conflict of Interest Relating to Campaigning or Political Issues

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

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

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

## 7. Conflict of Interest Statement

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

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

#### 8. Recordkeeping

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

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

Adopted on: 7-9-2018  
Revised on: 6-14-2021  
Reviewed on: 2-10-2020

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

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

### **BUDGET PROCEDURES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: 6-14-2021

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

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

## **3003**

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

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

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

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

#### **II. Projects with an Estimated Cost of Less than \$109,000**

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$109,000.
- 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 \$109,000 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 \$109,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

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

C. Advertising for Bids

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

D. Bid Documents

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

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

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

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

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

Adopted on: 8-13-2018

Revised on: 6-14-2021

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

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

**I. Applicability of the Policy**

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In 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 \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.**

Pursuant to Nebraska law, construction projects which have an

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

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

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

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

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

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

**B. Advertising for Bids.**

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

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

**C. Bid Documents**

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

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

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

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

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

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

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

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

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

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

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

### **A. Required Terms**

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

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

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

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

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

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

### **D. Debarment and Suspension**

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

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

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

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

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

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

#### **F. Record Keeping**

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

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

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

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

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

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

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

### **D. Enforcement**

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

## **VII. Financial Management**

### **A. Identification.**

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

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

#### **B. Financial Reporting**

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

#### **C. Accounting Records**

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

#### **D. Internal Controls**

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

#### **E. Budget Control**

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

#### **F. Payment Methods**

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

quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

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

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

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

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

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

#### **A. Required Terms**

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

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

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

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

### **C. Record Keeping**

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

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

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

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

2. Maintenance of Procurement Records

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

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

**D. Privacy**

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

Adopted on: 8-13-2018

Revised on: 6-14-2021

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

## **3004.1**

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

#### **I. Applicability of Policy**

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

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

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

#### **II. Procurement System**

The District maintains the following purchasing procedures.

##### **A. Responsibility for Purchasing**

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

##### **B. Methods of Purchasing**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **D. Enforcement**

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

## **IV. Property Management Systems**

### **A. Property Classifications**

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

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

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

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

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

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

#### **E. Maintenance**

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

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

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

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

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

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

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

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

## **V. Financial Management**

### **A. Identification.**

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

### **E. Budget Control**

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

## **F. Payment Methods**

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

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

## **G. Allowability of Costs**

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

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

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

## **VI. Other Contract Matters.**

### **A. Required Terms**

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

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

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

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

### **C. Record Keeping**

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

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records

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

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

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

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

## **D. Privacy**

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

Adopted on: 8-13-2018

Revised on: 10-12-2020

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

**3042**  
**Construction Management at Risk Contracts**

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

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

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

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

**Procedures.**

1. Procedures for the preparation and content of requests for proposals shall include the following:

- A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a minimum, the following elements:
  1. The identity of the school district for which the project will be built and the school district that will execute the contract;
  2. Policies adopted by the school district pursuant to the Act;
  3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
  4. Any bonds and insurance required by law or as may be additionally required by the school district;
  5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
  6. The criteria for evaluation of proposals and the relative weight of each criterion; and
  7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the

construction manager shall be determined on a project-by-project basis and included within the requests for proposals.

3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:

A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.

B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

(1) The financial resources of the construction manager to complete the project **(up to ten percent)**;

(2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to thirty percent)**;

(4) The quality of performance on previous projects **(up**

**to thirty percent);**

- (5) The ability of the construction manager to perform within the time specified **(up to thirty percent);**
- (6) The previous and existing compliance of the construction manager with laws relating to the contract **(up to ten percent);** and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent).**

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

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

- and may enter into a construction management at risk contract after negotiations.
- E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.
  - F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- A. Definitions.
    - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
    - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
  - B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be

clearly labeled "Protest". The written protest shall include as a minimum the following:

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

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

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the

administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

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

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

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

Adopted on: 9-10-2018

Revised on: 6-14-2021

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

## **3043 Design-Build Contracts**

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

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

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

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

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

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

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

- 1. Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.**
  - A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
    - (1) A general description of the Design-Build project;

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

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

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

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

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

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

**3. Procedures for the preparation and content of RFPs.**

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

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

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

**4. Procedures for preparing and submitting Proposals.**

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

**5. Procedures for evaluating Proposals.**

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

C. The selection committee and the District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

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

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

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

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

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

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

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

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

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

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

C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was

received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

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

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

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

Adopted on: 9-10-2018

Revised on: 6-14-2021

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

## **3058**

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: 6-14-2021

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

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

## **5063 Audio and Video Recording**

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy “recording” includes still photographs, video, audio, and other similar data captured in any medium.

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

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

**Prohibited Recordings by Students.** Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district’s appropriate use and student discipline policies.

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

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

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

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

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

Adopted on: 1-14-2019

Revised on: 6-14-2021

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

## 6036

### Reading Instruction and Intervention Services

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

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

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

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

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

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

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

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

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

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

The supplemental reading intervention program may also include:

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

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

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

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

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

Adopted on: 3-19-2019

Revised on: 6-14-2021

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

## **5001 Compulsory Attendance and Excessive Absenteeism**

### **Required Attendance**

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

### **Mandatory Attendance Age**

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

### **Exceptions**

This policy does not apply when attendance is made impossible or impracticable by severe weather conditions or by the temporary illness of the student or a child whom the student is parenting.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

### **Discontinuing Enrollment – 5 Year Old Students**

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request and to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

## **Discontinuing Enrollment – 16 and 17 Year Old Students**

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

## **Attendance Officer**

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

## **Excused Absences**

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian:

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member

5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

### **Excessive Absenteeism**

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer must file a report with the appropriate county attorney.

Adopted on: 12-10-2018

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

Reviewed on: 6-14-2021

**Disenrollment of Five-Year-Old Child  
Attendance Affidavit of Parent/Guardian and Student**

I, \_\_\_\_\_, am the parent or legal guardian of \_\_\_\_\_, and have legal authority to make education decisions regarding the student. My child resides in the \_\_\_\_\_ School District but will not be enrolled in and regularly attend a public, private, denominational, or parochial day school which meets the requirements for legal operation in Chapter 79 of the Nebraska statutes.

I certify that the child was born on (date) \_\_\_\_\_, is five years old, and will not reach the age of six years old prior to January 1 of the \_\_\_\_ - \_\_\_\_ school year. I am disenrolling my child pursuant to section 79-201 of the Nebraska statutes and district policy. I understand that my student whose enrollment is discontinued using this form shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Printed Name of parent or guardian: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

Signature of parent or guardian: \_\_\_\_\_

Signature of student: \_\_\_\_\_

(not required if the student is too ill to attend)

COUNTY OF \_\_\_\_\_)

) ss.

STATE OF NEBRASKA

)

Signed in my presence and sworn to this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

**Alternative Educational Arrangements for Six-Year-Old Child  
Attendance Affidavit of Parent/Guardian and Student**

I, \_\_\_\_\_, am the parent or legal guardian of \_\_\_\_\_, and have legal authority to make education decisions regarding the student. My child resides in the \_\_\_\_\_ School District but will not be enrolled in and regularly attend a public, private, denominational, or parochial day school which meets the requirements for legal operation in Chapter 79 of the Nebraska statutes.

I certify that the child was born on (date) \_\_\_\_\_, is six years old, and will not reach the age of seven years old prior to January 1 of the \_\_\_\_ - \_\_\_\_ school year. I am not enrolling my child this school year because:

**Please check one of the following:**

\_\_\_\_ The child is participating in an education program that I believe will prepare the child to enter grade one for the following school year.

\_\_\_\_ I intend the child to participate in a school which has elected or will elect, pursuant to section 79-1601 of the Nebraska statutes, not to meet accreditation or approval requirements; and I intend to provide the Commissioner of Education with the required statement to that effect on or before the child's seventh birthday.

Printed Name of parent or guardian: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

Signature of parent or guardian: \_\_\_\_\_

Signature of student: \_\_\_\_\_

(not required if the student is too ill to attend)

COUNTY OF \_\_\_\_\_)

STATE OF NEBRASKA

) ss.  
)

Signed in my presence and sworn to this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public



## Collaborative Plan Addressing Barriers to Attendance

Student Name: \_\_\_\_\_ Student Grade: \_\_\_\_\_

Building Assignment: \_\_\_\_\_

Classroom/Homeroom Teacher: \_\_\_\_\_

Number of student absences at time of meeting: \_\_\_\_\_

What are the primary reasons the student has been absent:

Based on that information, meeting participants considered the following issues:

- Illness related to the physical, mental, or behavioral health of the child
- Educational Counseling
- Referral to community agencies for economic services
- Family or individual counseling
- Assisting the family in working with other community services
- Referral to restorative justice practices or services
- Referral to student assistance team for possible Section 504 or IDEA eligibility
- Other: \_\_\_\_\_

### Attendance Plan

Based on the above considerations, this attendance plan will be put into place:

Steps to be taken by school staff:

Steps to be taken by student:

Steps to be taken by parent/guardian:

Steps to be taken by third parties:

Parent/Guardian\*: \_\_\_\_\_

Student: \_\_\_\_\_

Attendance Officer: \_\_\_\_\_

Social Worker or School Administrator: \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Notice to family: Nebraska law requires students to be in attendance at school each day that such school is open and in session, except when excused by school authorities or when illness or severe weather conditions make attendance impossible or impracticable. Nebraska law also requires school officials to investigate any possible violation of this requirement. ***Please note that if your student accrues more absences than are allowed by the board of education's policy, the school district may refer the child to the county attorney for action under Neb. Rev. Stat. § 43-247(3)(a) and (b).***

I have received a copy of this Plan, including the above notice:

Parent/Guardian\*: \_\_\_\_\_

Student: \_\_\_\_\_

*\*If parents/guardians are not present at the meeting, please attach documentation showing that the school made reasonable efforts to invite the parents.*

*\*If parents/guardians are not present at the meeting, please attach documentation showing that the school made reasonable efforts to invite the parents.*

## **5045 Student Fees**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

### **A. Definitions.**

- 1.** "Students" means students, their parents, guardians or other legal representatives.
- 2.** "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
- 3.** "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### **B. Listing of Fees Charged by this District.**

#### **1. Guidelines for Clothing Required for Specified Courses and Activities.**

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

## **2. Safety Equipment and Attire.**

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

## **3. Personal or Consumable Items.**

The district does not provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

## **4. Materials Required for Course Projects.**

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

## **5. Technological Devices**

The district will provide students with the technological devices necessary to complete all basic curricular projects. To the extent that a student is not required by the district's curriculum to utilize a device off district property, the district may charge students a convenience fee to take the device off district property. The maximum dollar amount of this convenience fee charged by the district will be \$50.00.

As with all school property, students may be charged for damage to such devices. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices.

## 6. Extracurricular Activities.

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

Student activity card (covers admission to all extracurricular events)	\$30.00
Student participation fee (required of all students who participate in athletics and/or other extracurricular activities)	\$0
Future Business Leaders of America	\$100.00
National Honor Society	\$100.00
Cheerleading, Drill Team, Flag Corps  Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be:	\$350.00
Football  Students must provide their own football shoes, undergarments, and	

mouthguards	\$0
Golf Students must provide their own golf shoes, undergarments, and clubs	\$0
Softball Students must provide their own shoes, gloves, and undergarments	\$0
Track, Volleyball, and Wrestling Students must provide their own shoes and undergarments	\$0
Science Club	\$50.00
Art Club	\$50.00
Future Farmers of America Students must purchase their own jackets and pay dues	\$200.00
Industrial Technology Classes	\$200.00
Spanish Club	\$50.00

**7. Post-Secondary Education Costs.**

Some students enroll in postsecondary courses while still enrolled in the district’s high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

## **8. Transportation Costs.**

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be \$100.00.

## **9. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$0.15 per page for reproduction of student records.

## **10. Participation in Before-and-After-School or Pre-Kindergarten Services.**

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$0.

## **11. Participation in Summer School or Night School.**

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

The maximum dollar amount charged by the district for summer and night school shall be \$0.

## **12. Charges for Food Consumed by Students.**

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades PK-12
  - Regular Price \$2.15
  - Reduced Price \$0.35
  
- Lunch Program – Grades PK-6
  - Regular Price \$3.05
  - Reduced Price \$0.35
  
- Lunch Program – Grades 7-12
  - Regular Price \$3.15
  - Reduced Price \$0.35

**13. Charges for Musical Extracurricular Activities.**

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

Band	<p>The school will provide students with an instrument, along with supplies to maintain and play the instrument. Instruments will be supplied on a first come, first serve basis based on available inventory.</p> <p>Band Uniforms: The school will provide band uniforms, shoes, and hats free of charge to high school students.</p>
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	Stage Band: The school will provide a stage band t-shirt. Students must provide black shoes, black socks, and black pants.
Swing Choir	Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$200.00

**14. Contributions for Junior and Senior Class Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class’s fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$25.00.

**C. Waiver Policy.**

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

**D. Distribution of Policy.**

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

**E. Voluntary Contributions to Defray Costs.**

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

**F. Fund-Raising Activities**

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

**G. Student Fee Fund.**

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: 1-14-2019

Revised on: 6-14-2021

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

**3019**  
**Sale or Disposal of School Property**

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

Adopted on: 8-13-2018

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

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

# LOCKERBIE POTTER'S WHEEL

## MODEL K

018523

SERIAL NO.

### MAINTENANCE INSTRUCTIONS

To grease top bearing, screw in grease cup 2 turns every 2 or 3 months, depending on use. When cup is empty, refill with cup grease.

To oil bottom bearing, remove screw in shaft just above flywheel and empty contents of a small 3 in 1 oil can thru the hole (or the same amount of motor oil). Too much oil will do no harm. Oil once a year unless wheel is tipped on its side.

### LIMITED WARRANTY

Parts & labor are guaranteed for one year against defective workmanship & material except for rubber drives & hairline cracks in flywheels. Heads are allowed total out of round of .020 inches. Do not clean this wheel with a hose as this will force water into the bearings.

**LOCKERBIE MFG. CO.**

249 E. THIRD STREET  
BEAUMONT, CA 92223

(909) 845-5855

PATENTED



LOCKERBIE

CAUTION  
WALK CAREFULLY  
TO AVOID YOUR WHEEL

Sarah  
Tabby

MISERABLE

Next - STEP on  
the  
Always Wear Shoes

4

181278



BILO  
10007

CAUTION  
DO NOT TOUCH  
HOT SURFACE

BLACK  
BLACK  
BLACK

Advantage  
Power Wash  
500

