

Board of Education Regular Meeting  
Monday, June 21, 2021 6:00 PM  
Ashland-Greenwood Middle/High School  
Conference, 1842 Furnas Street, Ashland, NE  
68003  
1842 Furnas Street  
Ashland, NE 68003

1. Call to Order. Roll Call.
2. Acknowledge of Open Meetings Law posting.
3. Pledge of Allegiance.
4. Recognition of public participation
5. Visitors and Communication from the public.
6. Approval of changes in the mailed agenda and/or changes in the agenda order.
7. Approval of Consent Agenda Items.
  - 7.1. Approval of Minutes of previous meetings
  - 7.2. Acceptance of Financial Reports
  - 7.3. Action on Claims
  - 7.4. Approval of Contracts
  - 7.5. Motion to excuse /approve the absence of board member(s)
8. Administrators' and Practitioners' Reports
  - 8.1. Ms. Bray
  - 8.2. Mr. Jacobsen
9. Old Business
10. New Business
  - 10.1. Discussion and action related to 2021-22 Student Handbook revisions. (Attached)

- 10.2. Discussion and action related to 2021-22 District Calendar revision. (Attached)
  - 10.3. Discussion and action to approve 2021-22 school meal pricing. (Attached)
  - 10.4. Discussion and action related to 2021-22 Policy Updates. (Attached)
  - 10.5. Certified staff resignations.
11. Informational Items
  12. Call for Next Meeting
    - 12.1. The next meeting is set for Monday, July 19, 2021 at 6:00 p.m. All meetings are held in Ashland-Greenwood Middle/High School, Media Center at 1842 Furnas Street, Ashland, NE 68003. Notice of the meetings are posted in advance in the District Office, 1842 Furnas St., Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Bank of Ashland, 2433 Silver St., Ashland, NE. All meetings are open to the public. An agenda for the meeting shall be kept continuously current in the Office of the District Office at 1842 Furnas St., Ashland, NE 68003.
  13. Adjournment.
    - 13.1. Board of Education Information:

**BOARD OF EDUCATION MEETING INFORMATION:**

*The Ashland-Greenwood Public Schools Board of Education is empowered to act on any item listed on the agenda at any time during the meeting, irrespective of the time or order listed. Pages listed, or further detail, are available upon request. The Open Meetings Act requires and the intention of the Board is that agenda items be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Ashland-Greenwood Board of Education releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question or needs clarification about the sufficiency of a descriptive item should contact the Office of the Superintendent of Schools.*

**COPY OF OPEN MEETINGS ACT:** *The Board of Education makes 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. The Act is posted on the North wall of the meeting room west of the main entrance.*

**INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:**

*Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward, sign your name and address on the sign-in sheet and state your name to the Board of Education.*

*Time Limit: You may speak only one time and must limit comments to 5 minutes or less.*

*Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.*

*General Rules: Please remember that this is a meeting of the Board of Education held in public for conducting the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.*

#### **REQUEST FOR CLOSED SESSIONS:**

The Ashland-Greenwood Public Schools is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: a) strategy sessions with respect to collective bargaining, real estate matters, 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; and e) legal advice.

**Ashland-Greenwood Public Schools  
Board of Education Regular Meeting Minutes  
Monday, May 17, 2021**

**Opening**

A meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened open and public session on Monday, May 17, 2021

**Attendance**

The roll was called and the following Board members were present:

Eric Beranek:	Present
Ally Miller:	Present
David Nygren:	Present
Suzanne Sapp:	Present
Karen Stille:	Present
Russ Westerhold:	Present

**Notice**

Notice of the meeting was posted in advance in the Superintendent's Office, 1842 Furnas Street, Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Bank of Ashland, 2433 Silver St., Ashland, NE. Notice of this meeting was given in advance to all members of the Board of Education. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the public.

A brief summary of board proceedings and list of claims will be published in the Ashland Gazette.

1. Call to Order. Roll Call.

A regular meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened in open and public session at 6:00 p.m. on 17th of May, 2021 by President Nygren.

Notice of the meetings are posted in advance in the District Office, 1842 Furnas St., Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE Bank of Ashland 2433 Silver Street, Ashland, NE.

2. Acknowledge of Open Meetings Law posting.

President Nygren announced and informed the public of the current copy of the Open Meetings Act in the meeting room.

3. Pledge of Allegiance.

All stood and recited the Pledge of Allegiance.

4. Recognition of public participation

5. Visitors and Communication from the public.

6. Approval of changes in the mailed agenda and/or changes in the agenda order.

7. Approval of Consent Agenda Items.

Motion to approve the consent agenda including previous board meeting minutes, current monthly financial statements for all accounts and current monthly claims for all accounts. No contracts were presented., made by Russ Westerhold and seconded by Karen Stille, Passed. Suzanne Sapp: Abstain (With Conflict), Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Karen Stille: Yea, Russ Westerhold: Yea

ESU #2 Vision contract, much cheaper this year. We can get covered next year with 12 days.

7.1. Approval of Minutes of previous meetings

7.2. Acceptance of Financial Reports

7.3. Action on Claims

7.4. Approval of Contracts

7.5. Motion to excuse /approve the absence of board member(s)

8. Administrators' and Practitioners' Reports

8.1. Ms. Finkey

Ms Finkey gave COVID update 102 staff, 12 subs and 30 students have received vaccinations happened on site.

State tests given this Spring.

School improvement is math based. Visit from external team will take place this fall. Done every five years.

8.2. Ms. Bray

Typical end of year activities taking place.

8.3. Mr. Libal

9. Old Business

10. New Business

10.1. Discussion and action related to overnight request. (Attached)

Motion to approve overnight travel for FFA Officer Retreat and FBLA National Convention, made by Karen Stille and seconded by Russ Westerhold, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

10.2. Certified and non-certified staff resignations.

Motion to approve the resignation of Alysha Collins, made by Suzanne Sapp and seconded by Eric Beranek, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

10.3. Discussion and action to approve the hiring of certificated staff members for the 2021-22 school year.

Motion to approve hiring of certificated teachers Mariah Row, Shelby Burr, Hanna Zimmerer and Megan Wehling, made by Eric Beranek and seconded by Suzanne Sapp, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

10.4. Discussion and action to approve the hiring of certificated staff member, as per cooperative agreement, for the 2021-22 school year.

Motion to approve hiring of Alicia Olson, made by Karen Stille and seconded by Ally Miller, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

Shared cooperative with one maybe two districts short term. We will be the lead school.

10.5. Discussion and action on wages and benefits for employees working in positions that do not require a teaching certificate.

Motion to approve the wages and benefits for employees working in positions that do not require a teaching certificate., made by Russ Westerhold and seconded by Suzanne Sapp, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

10.6. Discussion and action on wages and benefits for district administrative team.

Motion to approve the wages and benefits for district administrative team., made by Suzanne Sapp and seconded by Russ Westerhold, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

10.7. Motion to enter closed session for discussion of facilities clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual in compliance with the law.

Motion to enter closed session at 6:44 p.m. for discussion of facilities clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual in compliance with the law, made by Eric Beranek and seconded by Karen Stille, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

#### 11. Motion to Reconvene from Closed Session

Motion to reconvene from closed session at 7:40 p.m, made by Ally Miller and seconded by Russ Westerhold, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

#### 12. Informational Items

#### 13. Call for Next Meeting

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#### 14. Adjournment.

Motion to adjourn the meeting at 7:43 p.m., made by Ally Miller and seconded by Suzanne Sapp, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

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ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

May 2021

**GENERAL FUND**

	Beginning Balance		\$	3,673,438.41
	<u>RECEIPTS</u>			
5/3/21	PS Entrance Exams	\$	100.00	
5/6/21	PS Tuition	\$	200.00	
5/8/21	PS Entrance Exams	\$	50.00	
5/8/21	Saunders Co MV	\$	41,873.04	
5/8/21	Saunders Co Property Tax	\$	1,363,236.82	
5/8/21	Saunders Co Fines	\$	2,169.74	
5/8/21	Saunders Co Interest	\$	1.41	
5/8/21	Saunders Co <i>n Lieu</i>	\$	472.54	
5/8/21	Saunders Co Carline Taxes	\$	3,129.11	
5/11/21	SECC Sencap	\$	9,138.00	
5/13/21	Sarpy County Property Tax Credit	\$	270.73	
5/14/21	PS Tuition	\$	225.00	
5/17/21	PS Tuition	\$	75.00	
5/17/21	Perkins ; ESU 2 Consortuim	\$	325.00	
5/17/21	Technology Donation	\$	25.00	
5/17/21	Technology Donation	\$	25.00	
5/17/21	Cass County Fines	\$	1,802.03	
5/17/21	Cass County Interest	\$	95.18	
5/17/21	Cass County MV	\$	9,345.51	
5/17/21	Cass County Property Taxes	\$	491,405.12	
5/17/21	Cass County Homestead	\$	4,654.06	
5/17/21	Cass County Carline	\$	3,047.63	
5/19/21	PS Tuition	\$	125.00	
5/20/21	PS Tuition	\$	75.00	
5/20/21	Saunders Co Property Tax	\$	144,051.77	
5/20/21	Saunders Co Homestead	\$	17,009.55	
5/20/21	Saunders Co Interest	\$	490.54	
5/24/21	SPED SA FFR Reimb 19-20	\$	92,125.00	
5/28/21	State Aid	\$	112,390.00	
5/27/21	Various Media Center Donation	\$	353.61	
5/31/21	F & M Interest	\$	468.56	
5/31/21	NLAF Interest	\$	9.60	
			<u>\$</u>	<u>2,298,764.55</u>
			\$	5,972,202.96
	<u>DISBURSEMENTS</u>			
	May Claims	\$	954,358.86	
	Refunds/Rebates/Sub Reimbursement	\$	(22.40)	
	<b>Total</b>		\$	954,336.46
	ENDING BALANCE			<u>\$</u>
				<u>5,017,866.50</u>
	<u>RECONCILIATION</u>			
	NLAF Liquid Balance	\$	2,332,884.72	
	Plus F& M Bank Balance	\$	1,274,128.68	
	Plus General Fund Investments	\$	1,475,003.86	
	Less: Outstanding Claims	\$	64,150.76	
	Reconciled Balance	\$	5,017,866.50	
			\$	5,017,866.50

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**

**May 2021**

**ADMINISTRATIVE OPERATIONS ACCOUNT**

Beginning Balance			\$	2,676.32
<u>RECEIPTS</u>				
GF # 041554	\$	1,851.36		
<b>Total</b>			\$	1,851.36
			\$	4,527.68
<u>DISBURSEMENTS</u>				
5/3/21 N Metzger, Sped Mileage	\$	3.36		
5/7/21 M Pinkman, Parent Mileage	\$	824.32		
5/7/21 Ashland Comm Medical Fun	\$	500.00		
5/13/21 AG Foundation; Donation from Cornhusker In	\$	200.00		
5/18/21 M Stohlmann, Mileage	\$	30.58		
5/25/21 M Pinkman, Parent Mileage	\$	772.80		
5/26/21 N Metzger, Sped Mileage	\$	3.36		
<b>Total</b>			\$2,334.42	\$ 2,193.26
Ending Balance				\$ <u>2,193.26</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	2,520.32		
Less: Claims Outstanding	\$	327.04		
check clearing error	\$	(0.02)		
Reconciled Balance	\$	2,193.26		\$ <u>2,193.26</u>

**PAYROLL ACCOUNT**

Beginning Balance			\$	15,522.90
<u>RECEIPTS</u>				
General Fund	\$	657,501.56		
Hot Lunch	\$	21,143.12		
Employee Prems	\$	1,426.82		
FM National Bank: Interest	\$	3.39		
<b>Total</b>			\$ 680,074.89	\$ 695,597.79
<u>DISBURSEMENTS</u>				
Net Payroll	\$	414,139.54		
Retirement	\$	112,722.82		
State Tax Withholdings	\$	20,318.79		
Federal/FICA Taxes	\$	131,463.53		
Retiree Life Insurance Mo. Premium	\$	141.00		
Retiree Eye Insurance Mo Premium	\$	47.16		
Health Ins Premium	\$	1,426.82		
<b>Total</b>			\$ 680,259.66	\$ 15,338.13
Ending Balance				\$ <u>15,338.13</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	15,338.13		
Outstanding Checks	\$	-		
Reconciled Balance	\$	15,338.13		\$ <u>15,338.13</u>

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**  
**EMPLOYEE BENEFIT (SECTION 125) ACCOUNT**

**May 2021**

Beginning Balance			\$	36,490.34
<u>RECEIPTS</u>				
Employee Payroll Deposit	\$	10,379.99		
Bank of Ashland: Interest	\$	2.73		
<b>Total</b>			\$	10,382.72
			\$	46,873.06
<u>DISBURSEMENTS</u>				
Employee Benefits	\$	13,281.08		
<b>Total</b>			\$	13,281.08
			\$	33,591.98
Ending Balance			\$	<u>33,591.98</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	33,591.98		
Reconciled Balance	\$	<u>33,591.98</u>		<u>\$ 33,591.98</u>

**SPECIAL BUILDING ACCOUNT**

Beginning Balance			\$	33,512,004.78
<u>RECEIPTS</u>				
Cass County	\$	78,306.22		
Sarpy County	\$	42.47		
Saunders County	\$	239,672.84		
NLAF Interest	\$	269.37		
F & M Interest	\$	400.78		
<b>Total</b>			\$	318,691.68
			\$	33,830,696.46
<u>DISBURSEMENTS</u>				
May Claims	\$	719,162.38		
<b>Total</b>			\$719,162.38	\$ 33,111,534.08
Ending Balance				<u>\$ 33,111,534.08</u>
<u>RECONCILIATION</u>				
F&M Bank Balance	\$	1,449,426.06		
NLAF #9300590 Balance	\$	31,166,108.02		
Plus Special Building Investments	\$	496,000.00		
Reconciled Balance	\$	<u>33,111,534.08</u>		<u>\$ 33,111,534.08</u>

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**  
**QUALIFIED CAPITAL PURPOSE FUND**

**May 2021**

Beginning Balance \$ 69,679.56

RECEIPTS

Interest \$ 5.92

**Total** \$ 5.92 \$ 69,685.48

DISBURSEMENTS

**Total** \$ -

Ending Balance \$ 69,685.48

RECONCILIATION

Bank Balance \$ 69,685.48

Less: Outstanding Claims \$ -

Reconciled Balance \$ 69,685.48 \$ 69,685.48

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**DEPRECIATION FUND**

Beginning Balance \$ 1,311,095.38

RECEIPTS

F&M National Bank, Interest \$ 1.34

NLAF Interest \$ 8.76

NLAF CD Accrued Interest

**Total** \$ 10.10 \$ 1,311,105.48

DISBURSEMENTS

**Total** \$ - \$ 1,311,105.48

Ending Balance \$ 1,311,105.48

RECONCILIATION

F & M Bank Balance \$ 31,593.42

NLAF Balance \$ 1,031,512.06

Plus Depreciation Investments \$ 248,000.00

Less: Outstanding Claims \$ -

\$ 1,311,105.48

Reconciled Balance \$ 1,311,105.48 \$ 1,311,105.48

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**

**May 2021**

**STUDENT FEE FUND**

Beginning Balance			\$	6,793.17
<u>RECEIPTS</u>				
Cap and Gown Fees				
Student Fees	\$	50.00		
College Drop Fee				
Interest Bank of Ashland	\$	0.52		
<b>Total</b>			\$	50.52
			\$	6,843.69
<u>DISBURSEMENTS</u>				
May Disbursements	\$	45.01		
<b>Total</b>			\$	45.01
Ending Balance			\$	<u>6,798.68</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	6,798.68		
Claims Outstanding	\$	-		
Misdirected Deposit				
Reconciled Balance	\$	<u>6,798.68</u>	\$	<u>6,798.68</u>

**HOT LUNCH ACCOUNT**

		Beginning Balance	\$	82,534.50
<u>RECEIPTS</u>				
Student and Staff Deposits	\$	2,026.56		
Online Student Deposits	\$	5,066.33		
Federal Reimbursement	\$	66,384.98		
State Reimbursement				
F&M National Bank: Interest	\$	8.93		
Vending Payment	\$	<u>3,000.00</u>		
<b>Total</b>			\$	76,486.80
			\$	159,021.30
<u>DISBURSEMENTS</u>				
Wages & Benefits	\$	22,951.14		
Food/ Supplies/ Contracted Services	\$	38,874.85		
Senior Lunch Refund	\$	816.40		
Rebate/ Food Payment		(\$130.19)		
<b>Total</b>			\$	<u>62,512.20</u>
			\$	96,509.10
Ending Balance			\$	<u>96,509.10</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	97,332.30		
Claims Outstanding	\$	823.20		
	\$	<u>96,509.10</u>		
Receipts Outstanding				
Reconciled Balance	\$	<u>96,509.10</u>	\$	<u>96,509.10</u>
Student and Staff Deposits Held on Account - End of Month	\$		\$	26,354.45

**INVESTMENTS**

Date Bought	Security Description	Rate	Investment
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**General Fund Investments**

1/30/15	Farmers & Merchants Bank, Ashland	0.550%	\$ 871,540.26
10/22/17	Bank of Ashland, Ashland	0.850%	\$ 107,463.60
11/10/20	First Capital Bank	0.350%	\$ 248,000.00
11/10/20	Third Coast Bank Ssb	0.350%	\$ 248,000.00
<b>Total Investments</b>			\$ 1,475,003.86

**Depreaction Fund Investments**

12/17/20	Preferred Bank, LosAngeles, CA	0.250%	\$ 248,000.00
<b>Special Building Fund Investments</b>			
4/12/21	CD First Bank of Ohio, OH	0.200%	\$ 248,000.00
4/12/21	Tab Bank, UT	0.200%	\$ 248,000.00
			\$ 496,000.00

**LOCAL BANK SECURITIES PLEDGE TO SCHOOL DISTRICT DEPOSITS & FDIC INSURANCE ON DEPOSITS**

**BANK OF ASHLAND**

FDIC INSURANCE	\$ 250,000.00
Total Secured	\$ 250,000.00

**FARMERS AND MERCHANTS BANK**

FDIC INSURANCE	\$ 250,000.00
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**Pledged Safekeeping Security**

Various pledged amounts at Agencies, Municipals, SBA, CD's etc, monitored by: Farmers Merchant Bank	<b>Total Face Value</b>	<b>Actual Value</b>
		\$ 3,000,000.00

Total Secured	\$ 3,250,000.00
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**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING May-2021**

				<b>Beginning Balance</b>		\$ 68,225.96
<b>Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Description</b>	<b>Receipt</b>	<b>Disbursed</b>	<b>Balance</b>
<b>ATHLETICS</b>						\$ (120.91)
5/5/21	015445	Arlington Public Schools	MSTR fee		\$ 150.00	
5/5/21	015446	Awards Unlimited, Inc.	Student Awards		\$ 286.40	
5/5/21	015447	Jayson Ford	BB umpire		\$ 125.00	
5/5/21	015449	Kadeyn Johnson	BB umpire		\$ 125.00	
5/5/21	015452	Raymond Central Public Sch	MSTR fee		\$ 100.00	
5/10/21		Various	Gate BB vs L Christian	\$ 241.00		
5/10/21		Wahoo HS	JV Golf and MS Track (\$120)	\$ 195.00		
5/10/21		DC West	4/12 Golf and 4/15 golf (\$75)	\$ 170.00		
5/13/21	015454	Richard Jeffery	MSTR starter		\$ 210.00	
5/13/21	015456	Matt Overmiller	Reserve BB Umpire		\$ 100.00	
5/13/21	015457	Platteview High School	District Track		\$ 100.00	
5/13/21	015458	Raymond Central Public Sch	HSTR fee		\$ 160.00	
5/17/21		Various	MS Track meet gate	\$ 702.00		
5/17/21		Cash	Start up from first of year	\$ 1,188.00		
5/17/21		Blair High School	Bob Simpson Golf	\$ 95.00		
5/17/21		Blair High School	JV Golf	\$ 75.00		
5/19/21		Nebraska City	MS Track meet gate	\$ 120.00		
5/21/21		Elkhorn	JV Golf	\$ 60.00		
5/21/21		Norris	Varsity Golf	\$ 95.00		
5/21/21		Platteview	HSTR	\$ 160.00		
5/21/21		Platteview	Bob Simpson Golf	\$ 95.00		
5/21/21		Platteview	JV Golf	\$ 75.00		
5/26/21		Bennington	JV golf	\$ 75.00		
5/26/21	015464	Nebraska Sports	Track equipment		\$ 78.44	
5/26/21	015461	Blaine Christo	Strive Worker		\$ 24.00	
5/26/21	015466	Lucas Lambert	Strive Worker		\$ 24.00	
5/26/21	015460	Braxton Buck	Strive Worker		\$ 24.00	
5/26/21	015462	Cale Jacobsen	Strive Worker		\$ 42.00	
5/26/21	015465	Kiara Libal	Strive Worker		\$ 36.00	
5/26/21	015469	Logan Sobota	Strive Worker		\$ 24.00	
5/26/21	015471	Aidan Washburn	Strive Worker		\$ 114.00	
5/26/21	015472	Ellie Whitehead	Strive Worker		\$ 78.00	
5/27/21		Elkhorn HS	Bob Simpson Golf	\$ 95.00		
<b>TOTALS</b>				<b>\$3,441.00</b>	<b>\$ 1,800.84</b>	<b>\$ 1,519.25</b>
<b>ALUMNI Projects</b>						\$ 2,869.99
<b>TOTALS</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,869.99</b>
<b>BAND</b>						\$ 287.83
5/25/21		Various	Donation\$200 Books \$30	\$ 230.00		
5/27/21		Patron cash	Drum major hat	\$ 50.00		
<b>TOTALS</b>				<b>\$280.00</b>	<b>\$ -</b>	<b>\$ 567.83</b>
<b>BLUE TEAM</b>						\$ 442.80
5/17/21		Cubbys	Raise Some Dough	\$ 396.00		
<b>TOTALS</b>				<b>\$ 396.00</b>	<b>\$ -</b>	<b>\$ 838.80</b>

**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING May-2021**

<b>BLUE OLYMPICS (10-1-2020)</b>							\$	61.50
5/26/21	015470	VISA	leadership team		\$	61.50		
TOTALS				\$	-	\$	61.50	\$ -
<b>DRAMA</b>							\$	2,425.28
TOTALS				\$0.00	\$	-	\$	2,425.28
<b>ELM BOOK FAIR</b>							\$	813.76
TOTALS				\$	-	\$	-	\$ 813.76
<b>ELM STAFF</b>							\$	1,459.68
TOTALS				\$0.00	\$	-	\$	1,459.68
<b>ELM STUDENT COUNCIL</b>							\$	6,123.69
5/3/21		General Mills	Box Top for Education	\$	36.00			
5/3/21		Various	Memory Books	\$	84.00			
5/13/21		Various	Memory Books	\$	21.00			
5/20/21		Various	Elementary memory books	\$	49.00			
5/26/21	015470	VISA	Bluejay way			\$	79.25	
5/28/21		Various	Memory Books	\$	84.00			
TOTALS				\$274.00	\$	79.25	\$	6,318.44
<b>FBLA</b>							\$	5,440.14
5/3/21		Various	May Day fun run	\$	255.00			
5/5/21	015448	Jacqueline L. Fudge	May Day 5k Shirts			\$	576.50	
5/13/21	015453	Awards Unlimited, Inc.	FBLA 5K			\$	27.00	
5/13/21		Student	SLC Money	\$	40.00			
5/26/21	015470	VISA	Stock Market Challenge			\$	177.88	
5/26/21	015470	VISA	May Day 5k bibs			\$	25.99	
5/26/21	015470	VISA	Banquet and 5k supplies			\$	62.70	
5/26/21	015467	NO FRILLS/SPARTANNA	8th grade recruiting			\$	35.18	
5/27/21		Various	FBLA Mahoney	\$	1,700.00			
TOTALS				\$	1,995.00	\$	905.25	\$ 6,529.89
<b>FFA</b>							\$	25,888.87
5/5/21	015450	National FFA Organization	FFA awards and supplies			\$	477.75	
5/5/21	015451	The Ohio State University	Learning lab kit			\$	444.01	
5/13/21	015455	National FFA Organization	2 FFA Jackets			\$	160.00	
5/17/21		4 Seasons Fundraising	FFA Fundraising	\$	902.53			
5/26/21	015470	VISA	Banquet supplies			\$	35.39	
5/26/21	015470	VISA	Banquet Food			\$	868.43	
TOTALS				\$902.53	\$	1,985.58	\$	24,805.82
<b>HONOR SOCIETY</b>							\$	744.96
5/26/21	015473	Kiara Libal	NHS Scholarship			\$	200.00	
TOTALS				\$0.00	\$	200.00	\$	544.96
<b>HS STUDENT COUNCIL</b>							\$	1,224.68
TOTALS				\$0.00	\$	-	\$	1,224.68

**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING May-2021**

<b>MS/HS STAFF</b>							\$	1,791.65
5/5/21	015444	AG Hot Lunch	MS/HS Staff Supplies			\$	47.51	
5/19/21		Hot Lunch	vender proceeds	\$	36.26			
TOTALS					\$36.26	\$	47.51	\$ 1,780.40
<b>MS STUDENT COUNCIL</b>								\$ 1,899.29
TOTALS					\$0.00	\$	-	1,899.29
<b>PROM ACCOUNT</b>								\$ 6,885.58
TOTALS					\$0.00	\$0.00	\$	6,885.58
<b>SENIORS</b>								\$ -
TOTALS				\$	-	\$	-	\$ -
<b>SKILLS USA (formerly SHOP)</b>								\$ 709.11
TOTALS					\$0.00	\$0.00	\$	709.11
<b>SPANISH CLUB</b>								\$ 244.11
TOTALS				\$	-	\$	-	\$ 244.11
<b>SPIRIT SQUAD</b>								\$ 234.82
5/6/21		Various	Uniform Payment	\$	317.50			
TOTALS					\$317.50	\$	-	\$ 552.32
<b>SPEECH</b>								\$ (1,243.55)
TOTALS					\$0.00	\$	-	\$ (1,243.55)
<b>TALENTED/GIFTED ACTIVITES</b>								\$ 133.23
TOTALS				\$	-	\$	-	\$ 133.23
<b>VOCAL MUSIC</b>								\$ 3,068.29
TOTALS					\$0.00	\$	-	\$ 3,068.29
<b>YEARBOOK/ANNUAL Middle School</b>								\$ 870.67
5/19/21		Various	MS Yearbook	\$	119.00			
5/13/21	015459	Walsworth Publishing	MS Yearbooks			\$	101.25	
5/26/21	015463	Daniel Johnson	MS Yearbook-refund			\$	17.00	
5/26/21	015468	Tracy Schram	MS Yearbook-refund			\$	17.00	
TOTALS					\$119.00	\$	135.25	\$ 854.42

**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING May-2021**

<b>YEARBOOK/ANNUAL High School</b>						\$ 1,448.21
5/11/21	Alexander	HS Yearbook	\$ 50.00			
5/13/21	Various	Yearbooks	\$ 275.00			
5/13/21	Various	Yearbooks	\$ 60.00			
5/13/21	Various	Yearbooks	\$ 50.00			
5/13/21	015459 Walsworth Publishing	HS Yearbooks		\$ 7,284.86		
5/17/21	Your cause	Yearbook donation	\$ 100.00			
5/21/21	Carey	HS Yearbook	\$ 50.00			
5/24/21	Various	HS Yearbook	\$ 300.00			
5/25/21	Various	HS Yearbook	\$ 300.00			
5/26/21	Various	Yearbook sales	\$ 300.00			
5/27/21	Various	HS Yearbook	\$ 70.00			
5/27/21	Roberts	HS Yearbook	\$ 50.00			
5/11/21	Various	MS Yearbook	\$ 83.00			
<b>TOTALS</b>			<b>\$1,688.00</b>	<b>\$7,284.86</b>	<b>\$ (4,148.65)</b>	
<b>INTEREST</b>						<b>\$ 4,522.28</b>
5/31/21	Bank of Ashland Interest		\$ 5.31	\$ -		
<b>TOTALS</b>			<b>\$ 5.31</b>	<b>\$ -</b>	<b>\$ 4,527.59</b>	
<b>ACTIVITY FUND TOTALS ALL ACCOUNTS</b>			<b>\$ 9,454.60</b>	<b>\$ 12,500.04</b>	<b>\$ 65,180.52</b>	

<b>Ending Balance</b>	\$ 65,180.52
Plus: Outstanding Checks	\$ 1,959.63
Less: Outstanding Receipts	
<b>Equals: Bank Balance</b>	<b>\$ 67,140.15</b>

**Ashland-Greenwood Public Schools' General Fund Claims****General Fund Claims****June 21, 2021**

<b>Check No.</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
041598	AG Payroll Account	\$ 399,174.22	June Net Payroll
041599	BANK OF ASHLAND	\$ 10,379.99	Payroll Section 125 Deduct
041600	Blue Cross Blue Shield of NE	\$ 139,328.91	Payroll Health & Dental Ins
041601	Madison National Life	\$ 1,504.46	Payroll LTD Insurance Prem
041602	Madison National Life	\$ 858.45	Payroll Employee Life Prem
041603	AG Payroll Account	\$ 19,792.05	Payroll State Tax Wthhldg
041604	AG Payroll Account	\$ 127,206.55	Payroll Federal Tax Wthhldg
041605	Retirement	\$ 109,322.49	Payroll Retirement Wthhldg
041606	TSA Consulting Group Inc	\$ 2,575.00	Payroll Annuity Deduction
041607	Vision Service Plan	\$ 1,079.69	Payroll Employee Vision Prem
041608	Ashland-Greenwood Booster Club	\$ 3,810.00	Pupil Support 20-21 Ticket Taker
041609	Ashland-Greenwood Hot Lunch	\$ 240.00	PS Staff Meals
041610	Ashland Community Medical Fun	\$ 500.00	Dist Off Rental
041611	Ashland Disposal Service	\$ 863.31	Trash service
041612	Ashland Gazette/Wah-Wav-Ash New	\$ 78.00	Newspapaer Renewal
041613	Awards Unlimited, Inc.	\$ 35.00	ADMIN Award letters for gym
041614	Barnes & Noble Inc	\$ 748.00	HS Reg. Instruction Supplies
041615	Baylor Enterprises	\$ 7,500.00	Student test prep
041616	Blooms Floral and Gifts/Red Robyn li	\$ 922.00	Admin Graduation supplies
041617	Capital Business Systems, Inc.	\$ 1,233.37	Copier services
041618	Charter Communications	\$ 86.59	High School/Middle School cable
041619	City Of Ashland	\$ 2,146.25	District Sewer and Water
041620	Council Bluffs WinSupply Co	\$ 547.35	Maint MS Bottle Filler
041621	Crown Trophy and Awards of Omaha	\$ 94.98	TOY Awards
041622	Esu #2	\$ 209.96	ESU #2 charges
041623	FBG Service Corporation	\$ 10,348.00	District Cleaning Service
041624	Tom Fiala	\$ 1,147.70	Transportation Services, Repair
041625	Johnson Services, LLC	\$ 2,620.00	Custodial Services
041626	GovConnection Inc.	\$ 141.82	Media AV Materials
041627	HMH Pub DBA Holt, Rinehart Winsto	\$ 10,919.99	HS Reg. Instruction software
041628	K & J Elite Sports Turf, Inc	\$ 671.40	District lawn service
041629	KSB School Law, PC LLO	\$ 2,779.00	District Legal Services
041630	Lincoln Journal Star	\$ 386.50	District job posting
041631	Lincoln Public Schools	\$ 1,200.00	Poverty Inservice
041632	Matheson Tri-Gas, Inc/Linweld	\$ 312.79	Student Instruction Supplies
041633	Terri Maxon	\$ 140.00	Nurse sub
041634	Menard Inc	\$ 293.51	Supplies for District office
041635	Meyo Enterprises	\$ 8,370.35	General: Equipment REpair/mai
041636	Montemarano Landscapes Inc	\$ 400.00	delivery charge for mulch
041637	Mosyle Corporation	\$ 984.50	HS Instruct: Software
041638	NASB Alicap	\$ 32,816.83	Builders Risk Ins
041639	Nebraska Council of School Administ	\$ 2,375.00	ELE Principal-Admin Days Fees

**Ashland-Greenwood Public Schools' General Fund Claims****General Fund Claims****June 21, 2021**

<b>Check No.</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
041640	NCS Pearson/The Psychological Corp	\$ 438.90	Speech Therapy Supplies
041641	Nebraska Central Equipment Inc	\$ 1,285.99	Transportation: Supplies
041642	Nebraska.gov	\$ 3.00	Drivers License check
041643	Nebraska Scientific	\$ 68.35	Education supplies
041644	Nebraska Coaches Assn	\$ 100.00	General Athletic Clinic Registration
041645	NO FRILLS/SPARTANNASH	\$ 34.53	HS SPED - supplies life skill
041646	Nova Fitness Equipment	\$ 1,164.98	High School Instructional Supp
041647	Northwest Evaluation Association	\$ 975.00	K-5 Reg. Instruction: softwar
041648	TK Elevator	\$ 297.57	Elevator Service Contract
041649	Omaha World Herald	\$ 436.60	Employment postings
041650	One Source, Inc	\$ 118.00	District Background Checks
041651	Paper101	\$ 1,031.78	K-5 Instructional Supplies
041652	Quill Corp	\$ 350.06	Media Supplies
041653	Rivers Metal Products Inc	\$ 30.53	Education supplies
041654	Riverside Technologies Inc. (RTI)	\$ 126,590.00	ESSERS2 Equipment new computers
041655	Rooterman of Omaha	\$ 2,474.24	New District office plumbing
041656	S & L Hardware	\$ 564.12	Summer painting supplies
041657	Saunders County Clerk	\$ 1,507.41	Election Fees
041658	Davida Schejbal	\$ 125.00	ADMIN Graduation Interp Fees
041659	School Specialty Inc	\$ 13.98	District art supplies
041660	Schmidt Speech Language Pathology	\$ 7,271.60	District Speech Therapy Servic
041661	TEACHING STRATEGIES, LLC	\$ 11,210.20	PreSchool Reg. Instruction Supplies
041662	Trugreen-Chemlawn	\$ 78.75	District grounds service
041663	University Of NE at Kearney	\$ 100.00	Transportation Dues & Fees for clas
041664	USIC Locating Services, LLC	\$ 201.57	Line locating service
041665	Voyager Fleet Systems, Inc.	\$ 3,762.79	District Transportation Fuel
041666	Beverly Wiggs	\$ 4,058.50	District Occupational Therapy
041667	Audio Marketing Solutions	\$ 252.50	instr.tech hdwr
041668	AT & T Mobility	\$ 43.23	Student WI-FI
041669	Charter Communications	\$ 69.98	District Cable service
041670	Brooke L Cheleen	\$ 771.77	District Therapy Services
041671	Delta Electric	\$ 5,897.39	Demo and Rough in Electrical
041672	Educational Design LLC/The 2 Sisters	\$ 3,051.00	Elem Reg: Web Based Software
041673	ESU 5	\$ 5,940.00	PowerSchool fees
041674	Groth Music Company	\$ 275.31	ELE Music-Recorders
041675	Lakeshore Learning Materials	\$ 30.73	Elem supplies 1st grade
041676	Quadient	\$ 1,404.00	District Postage machine
041677	Omaha World Herald	\$ 105.46	Board of Education notices
041678	Quill Corp	\$ 477.58	Elem Instruction Supplies
041679	Rooterman of Omaha	\$ 3,279.38	Maintenance Est. Cost
041680	S & L Hardware	\$ 244.20	shop and paint supplies
041681	Savvas Learning Company	\$ 45,413.08	Spanish, Hist, Geo and 6th grade books

**Ashland-Greenwood Public Schools' General Fund Claims**  
**General Fund Claims**  
**June 21, 2021**

Check No.	Vendor	Amount	Description
041682	School Specialty Inc	\$ 7,810.83	Elem furniture
041683	Typing Agent	\$ 1,455.00	ELE Reg. Inst.software
041684	Ty's Outdoor Power & Service Inc	\$ 99.87	replacement tire for mower
041685	United Electrical Supply Co Inc.	\$ 277.80	Maintenance light bulbs
041686	Admin Operations	\$ 1,309.26	Dist. Off Rent, Parent Mileage, Staff Mileage

Incompletes:	Vendor	Amount	Description
	Admin Operation Account		Innovative Laboratory
	Americom		Menards
	Ashland Auto		Metal Door and Hardware
	Ashland Community Med Found		Midwest Flooring
	Ashland Disposal		Music Field Concrete
	Ashland Gazette		No Frills/Spartan Nash
	Ashland Greenwood Hot Lunch		OPPD
	Ashland Pharmacy		Payflex
	Capital Business Systems		Porter-Trustin-Carson
	CB WinSupply		Quill
	CDWG		Rivers Metal Products
	Charter/Spectrum		Rooterman of Omaha
	CHM		RTI
	Dave's Heating and Air		Southeast Community College
	Delta Electric		Symmetry
	DLR		TSA
	Eddie Lawn Service		United Electrical Supply
	ESU #2		US Mechanical
	Follett		VISA
	GovConnect		Wahoo-Waverly-Ashland Gazette
	Great Plains Service		WeatherCraft
	Heartland		Wiggs Occuptaional Therapy
	Hello Garage Operations		Windstream

\* denotes conflict of interest

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**May 2021 Incomplete  
General Fund Disbursements**

<b>Check</b>	<b>Payable to</b>	<b>Amount</b>	<b>Description</b>
041570	Anderson Print Group/Business F	\$ 181.89	District paper supplies
041571	Ashland Auto Parts	\$ 22.76	Custodial Supplies
041572	AT & T Mobility	\$ 43.23	District Mobile hotspot
041573	BurnTables, LLC	\$ 4,197.50	Plasma Table Software update
041574	CDWG Government	\$ 391.66	Elem Media AV Materials
041575	Brooke L Cheleen	\$ 734.40	District Physical Therapy
041576	CHM Computer Services, Inc.	\$ 280.00	District Technology hardware
041577	Eddie Lawn Service, LLC	\$ 3,250.00	District lawn Service
041578	Esu #2	\$ 9,421.54	ESU Tuition
041579	Family Service Association of Linc	\$ 14,297.50	District Counseling Services
041580	GovConnection Inc.	\$ 242.97	Media AV Materials
041581	Heartland Foundation/School	\$ 6,322.50	Student Tuition
041582	Johnstone Supply	\$ 643.92	Maint Supplies
041583	Matheson Tri-Gas, Inc/Linweld	\$ 326.12	tank rentals for welding shop
041584	Menard Inc	\$ 131.88	HS Instructional supplies
041585	Nebraska Coaches Assn	\$ 1,025.00	Athletic Clinic Registration
041586	Nebraska ESU Coop Purchasing	\$ 712.00	District licensing
041587	NO FRILLS/SPARTANNASH	\$ 54.39	Custodial Supplies
041588	Omaha Public Power District	\$ 9,798.65	District Electricity
041589	PayFlex Systems USA Inc	\$ 268.00	Employee Benefit
041590	Rivers Metal Products Inc	\$ 150.45	Welding lab supplies
041591	TSA Consulting Group Inc	\$ 83.33	Employee Benefit
041592	United Electrical Supply Co Inc.	\$ 1,071.90	New Office
041593	US Mechanical Service Inc	\$ 2,147.18	Filter replacement
041594	VISA	\$ 368.81	Ele. SPED Supplies
041595	Wahoo-Waverly-Ashland Newspa	\$ 520.35	District Advertising
041596	Windstream	\$ 734.67	District Phone Service
041597	Cox Subscriptions, Inc	\$ 311.61	Elem Media Books & Periodical

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Ashland-Greenwood Public Schools  
May 17, 2021 to June 21, 21  
Administrative Operations Account

Date	Check No	Description	Amount
5/18/21	6099	M Stohlmann, Mileage	\$ 30.58
5/25/21	6100	M Pinkman, Parent Mileage	\$ 772.80
	6101	voided clerical error	
5/26/21	6102	N Metzger, Sped Mileage	\$ 3.36
6/5/21	6103	Ashland Comm Medical Office Rent	\$ 500.00
6/5/21	6104	US DEPT of Treasury PCOR Fee	\$ 2.54

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Ashland-Greenwood Public Schools  
Hot Lunch Claims  
May 2021

<u>DATE</u>	<u>Check #</u>	<u>VENDOR</u>	<u>Amount</u>	<u>Description</u>
5/25/2021	011327	Joseph Burke	\$ 20.00	Senior Lunch Refund
5/25/2021	011328	Mary Chapman	\$ 39.80	Senior Lunch Refund
5/25/2021	011329	Jenn Craven	\$ 218.45	Senior Lunch Refund
5/25/2021	011330	Alexa Edmisten	\$ 57.75	Senior Lunch Refund
5/25/2021	011331	Breanna Elliott	\$ 16.35	Senior Lunch Refund
5/25/2021	011332	Jace Glassburner	\$ 21.05	Senior Lunch Refund
5/25/2021	011333	Angie Goff	\$ 30.25	Senior Lunch Refund
5/25/2021	011334	Jaylyn Horton	\$ 13.65	Senior Lunch Refund
5/25/2021	011335	Rylie Johnson	\$ 50.25	Senior Lunch Refund
5/25/2021	011336	Brennen Powers	\$ 11.35	Senior Lunch Refund
5/25/2021	011337	Camryn Ray	\$ 33.60	Senior Lunch Refund
5/25/2021	011338	Ethan Scheer	\$ 33.25	Senior Lunch Refund
5/25/2021	011339	McKenna Sender	\$ 27.15	Senior Lunch Refund
5/25/2021	011340	Taylor Smith	\$ 18.30	Senior Lunch Refund
5/25/2021	011341	Jessica Stander	\$ 10.00	Senior Lunch Refund
5/25/2021	011342	Diane Starns	\$ 72.05	Senior Lunch Refund
5/25/2021	011343	Michelle Stohlmann	\$ 14.75	Senior Lunch Refund
5/25/2021	011344	Briana Sulentic	\$ 18.65	Senior Lunch Refund
5/25/2021	011345	Deanna Vavak	\$ 11.05	Senior Lunch Refund
5/25/2021	011346	Tammy Wall	\$ 6.15	Senior Lunch Refund
5/25/2021	011347	Darby Walsh	\$ 66.70	Senior Lunch Refund
5/25/2021	011348	Daryl Wills	\$ 25.85	Senior Lunch Refund

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Ashland-Greenwood Public Schools  
**Hot Lunch Claims**  
**June 2021**

<b>DATE</b>	<b>Check #</b>	<b>VENDOR</b>	<b>Amount</b>	<b>Description</b>
6/21/21	011349	Cash-Wa	\$ 9,246.89	District Food
6/21/21	011350	Hiland Dairy	\$ 4,041.69	Milk
6/21/21	011351	Sysclo Lincoln	\$ 6,707.55	Food and Supplies
6/21/21	011352	Anthony Petersen	\$ 70.00	Insect spraying services
6/21/21	011353	US Foodservice	\$ 7,503.93	Food and Supplies
6/11/21	011354	AG Payroll Account	\$ 12,727.57	June Net Payroll
6/11/21	011355	Blue Cross and Blue Shield of Nebr	\$ 1,616.87	June PR 2021
6/11/21	011356	Madison National Life	\$ 35.73	June PR 2021
6/11/21	011357	Madison National Life	\$ 67.55	June PR 2021
6/11/21	011358	Ashland-Greenwood Payroll Accou	\$ 457.13	June PR 2021
6/11/21	011359	Ashland-Greenwood Payroll	\$ 3,915.82	June PR 2021
6/11/21	011360	Retirement	\$ 3,539.86	June PR 2021
6/11/21	011361	Vision Service Plan	\$ 89.53	June PR 2021

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**Ashland-Greenwood Public Schools' Claims**  
**Special Building**  
**6-21-2021**

<b>Date</b>	<b>Check No.</b>	<b>Vendor/Description</b>	<b>Amount</b>
6/21/21	001511	DLR Architect Fees	\$ 249,251.20
6/21/21	TBD	Doernemann Construction	INC
6/21/21	TBD	DLR Architect Fees	INC

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Ashland-Greenwood Public Schools  
 Activities Account  
 May 17 to June 21, 2021

Date	Check #	Vendor	Description	Disbursed	Activity
5/26/21	015460	Braxton Buck	Strive Worker	\$ 24.00	Athletics
5/26/21	015461	Blaine Christo	Strive Worker	\$ 24.00	Athletics
5/26/21	015462	Cale Jacobsen	Strive Worker	\$ 42.00	Athletics
5/26/21	015463	Daniel Johnson	MS Yearbooks	\$ 17.00	MS Yearbook
5/26/21	015464	Nebraska Sports	Track equipment	\$ 78.44	Athletics
5/26/21	015465	Kiara Libal	Strive Worker	\$ 36.00	Athletics
5/26/21	015466	Lucas Lambert	Strive Worker	\$ 24.00	Athletics
5/26/21	015467	NO FRILLS/SPARTANNASH	8th grade recruiting	\$ 35.18	FBLA
5/26/21	015468	Tracy Schram	MS Yearbooks	\$ 17.00	MS Yearbook
5/26/21	015469	Logan Sobota	Strive Worker	\$ 24.00	Athletics
5/26/21	015470	VISA	Banquet supplies	\$ 35.39	FFA
5/26/21	015470	VISA	Banquet Food	\$ 868.43	FFA
5/26/21	015470	VISA	Bluejay way	\$ 79.25	ElmSTUCO
5/26/21	015470	VISA	Stock Market Challenge	\$ 177.88	FBLA
5/26/21	015470	VISA	May Day 5k bibs	\$ 25.99	FBLA
5/26/21	015470	VISA	leadership team	\$ 61.50	Blue Olympics
5/26/21	015470	VISA	Banquet and 5k supplies	\$ 62.70	FBLA
5/26/21	015471	Aidan Washburn	Strive Worker	\$ 114.00	Athletics
5/26/21	015472	Ellie Whitehead	Strive Worker	\$ 78.00	Athletics
5/26/21	015473	Kiara Libal	NHS Scholarship	\$ 200.00	NHS
6/8/21	015474	Ashland-Greenwood Hotl Lun	MS incentives	\$ 8.00	MS STUCO
6/8/21	015475	Eugene T Mahoney State Par	FBLA Lodging	\$ 2,213.00	FBLA
6/8/21	015477	No Frills	Supplies	\$ 37.57	Blue Team
6/8/21	015477	No Frills	Supplies	\$ 34.39	Elem STUCO
6/8/21	015478	VGW Ashland	Donation from May Day 5l	\$ 620.50	FBLA
6/16/21	015479	Abante	Officer backpacks	\$ 1,062.73	FFA
6/16/21	015480	Finn Scientific	Supplies	\$ 92.00	MSHS Staff
6/16/21	015481	Midland University	Dance Camp	\$ 400.00	Spirit Squad
6/16/21	015482	Walsworth Publishing	High School Yearbook de	\$ 4,546.45	HS Yearbook

Approved by:

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**Ashland-Greenwood Public Schools' Claims**  
**Student Fees**  
**June 21, 2021**

<b>Date</b>	<b>Check No.</b>	<b>Vendor/Description</b>	<b>Amount</b>	
6/21/21		Verizon	Monthly Fee for Strive	\$ 45.01

Authorized by:

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## Ashland-Greenwood Elementary School Proposed Handbook Revisions for 2021.2022

### NOTES:

1. Text to be deleted is struck through (~~like this~~); text to be added is italicized, underlined and highlighted in gray.
2. Revisions which are editorial in nature (i.e. school calendar listings, board member listings, staff listings, etc...) are not included below.

### Student Testing and Assessment

Various assessments and tests are used over the course of the school year to measure students' academic growth and progress.

- *Standards Assessments*: Students are assessed in the areas of Reading, Writing, Speaking, Listening, Math, Science and Social Studies using the district's grade level standards assessments.
- *Assessment of Reading*: Students in kindergarten through third grade will be assessed three times during the school year as required by the Nebraska Reading Improvement Act to identify students who may have a reading deficiency and to measure progress.
- *State testing in English Language Arts, Math and Science*: Students in grades 3<sup>rd</sup>-5<sup>th</sup> participate in the Nebraska State English Language Arts Assessment and Nebraska State Math Assessment during late spring. Students in 5<sup>th</sup> grade will also take the Nebraska State Science Assessment. Results of the state assessments are disseminated to parents by mail in the fall of the following school year.
- *NWEA MAP Tests (Northwest Evaluation Association Measures of Academic Progress)*: Students in grades 3<sup>rd</sup>-5<sup>th</sup> are assessed in the areas of Reading and Math. Students will take the NWEA MAP Tests during the fall and spring.
- *Universal Screeners: Students participate in brief assessments in the areas of academics and social skills/behavior three times a year to check on student's progress toward their grade level learning goals and to help identify those students that may need extra support.*

Students may participate in additional classroom tests and assessments as determined by their teacher. The time students spend taking the different assessments varies. The average time spent on state assessments, as well as each NWEA MAP assessment, is approximately 45-60 minutes per subject assessed. Teachers and administrators value the time used for assessments as part of the overall instructional process; results are necessary to inform and plan needed instruction.

Upon request, additional information can be provided regarding student participation in state and district assessments. *Parents who want to opt their students out of participating in universal screeners need to contact the elementary principal.*

<p><i>RATIONALE: Screeners have recently been implemented to assist in identifying students who may benefit from academic and social-emotional interventions and support. They also provide additional data for progress monitoring.</i></p>
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## MSHS Handbook Changes for 2021-2022:

### Section III, Instructional Program

Rationale: Gathering data like this with screeners can be considered 'sensitive' information. Because we collect this information on ALL students, we make this statement to explain what we do so we don't have to gather parent permission each time we do a screener. If the screener indicates a need for a deeper dive or more assessment, parents are contacted and that discussion takes place.

#### H. Student Testing and Assessment

1. State testing takes place for grades 6, 7, 8, 10 and 11 in some form. Districts in Nebraska are required to annually administer the Nebraska State Assessments to be used for accountability purposes. Students in grades 6, 7, 8 participate in the Nebraska State English Language Assessment and the Math Assessment. Grade 8 take the Science Assessment. All Nebraska 11<sup>th</sup> graders will take the ACT test as the Nebraska State Assessment in April. Ashland-Greenwood 10<sup>th</sup> graders take the PreACT as a preparation for the ACT.
2. NWEA Map Assessment(s): Northwest Evaluation Association Measures of Academic Progress: District in Nebraska are also required to annually administer a nationally norm-referenced test. Students in grades 6<sup>th</sup>-10<sup>th</sup> may take the MAPS testing 1-3 times per year. (2017-18). 10<sup>th</sup> Graders will take the PRE-ACT annually (2018-19)
3. Students in grades 6-12 may be screened using short assessments. The universal screening process consists of using brief assessments for academics and social skills/behaviors to do a systemic check on what our kids will need instructionally to succeed during the school year. We may do this check up to three times per year (fall, winter, spring) to ensure all kids are making progress toward their grade level goals. Put another way, screening is akin to going for an annual wellness check-up at the doctors; educators also need information in terms of students academic and social emotional well-being and skills. These screeners serve the purpose of making sure everyone is healthy as they start the school year and to identify those students that may need extra support. (2021-2022)

### Section IV, Discipline expectations

Rationale: Adding information on 'process' to the handbook document.

2. Disciplinary action necessary for effective classroom maintenance will routinely be handled by individual staff members based on prior disciplinary records and the need for consistency and fairness. (MINOR/Classroom Managed). This process may include: re-direction and re-teaching; reminder of desired behavior and eventual consequences and a log entry for our records; classroom managed consequence; parent contact; acknowledgement when behavior improves; and possible further consequences or involvement of an administrator. (2021-2022)
3. Some offenses, because they are seriously disruptive to the learning environment or because they directly threaten the health, safety, well being, and/or educational rights of others, will result in non-discretionary disciplinary action. Those offenses, and their consequences, are detailed in the sections below. (MAJOR/Office or Administrator Managed). This process may include an 'office referral' form; entry on EduClimber (or a pattern of entries); Problem solving with the student; alternate placement; time out/detention time; conference with the student; in-school suspension; out-of-school suspension; parent contact, additional attendance after school or on Saturday; transportation consequences or suspensions; restitution; community service; expulsion; or other actions to assure the health, safety, and well being and educational rights of others are protected. (2021-2022)

Section VIII, ACTIVITIES

Rationale: Cleaning up language. Attendance language and coding has changed. We know, in cooperation with our County Attorney call the following “not school excused” absences:

CODE	Meaning	Definition
MD	Medical	Medical documentation provided
PA	Parent Acknowledged	Parent notifies school of student’s absence
IL	Illness	Parent notifies school student is ill
TR	Truant/Absent	No notification. No verification.

Therefore, ‘unexcused’ absences for these reasons would have been deemed to remove students from consideration from ballots, which would not be sensible.

**L. Homecoming (AGHS)**

1. Homecoming royalty candidates are presented and the Homecoming King and Queen crowned immediately prior to the Homecoming football game.
2. Homecoming royalty candidates must:
  - a. be seniors eligible to receive a diploma at the end of the current school year
  - b. have passed at least 20 semester credits the preceding semester
  - c. have participated in at least one extracurricular activity during the current or previous semester and shall be participating or have finished that activity’s season in good standing
  - d. have no ~~unexcused absences~~ **TRUANCIES** for the current or previous semester
  - e. have incurred no out-of-school suspension assignments for the previous or current semester
3. A ballot listing the names of all seniors meeting the criteria listed above will be prepared and distributed to all eligible voters for first round voting. Eligible voters will include all students in grades 9-12 and all middle school/high school faculty and staff.
4. Spirit squad sponsors **or School Administration** will tabulate all first round ballots; should a spirit squad sponsor **or school administrator** have a child, sibling, niece, nephew or other close relative listed on the ballot, that sponsor will not assist with ballot tabulation.
5. The five boys and the five girls with the greatest number of first round votes will have their names placed on a final ballot for Homecoming royalty to be distributed to eligible voters.
6. Spirit squad sponsors **or School Administration** will tabulate all final round ballots; should a spirit squad sponsor **or school administrator** have a child, sibling, niece, nephew or other close relative listed on the ballot, that sponsor will not assist with ballot tabulation.

**M. Junior-Senior Prom Banquet (AGHS)**

1. The junior class entertains by invitation the seniors, School Board members and their spouses, and faculty members and their spouses at a banquet held in the spring of each year. **Juniors and Seniors must be enrolled and attending classes during the second semester to be eligible to attend Prom (2013-14).**
2. Prom royalty and attendant candidates must:
  - a. have passed at least 20 semester credits the preceding semester
  - b. have no ~~unexcused absences~~ **TRUANCIES** for the current or previous semester
  - c. have incurred no out-of-school suspension assignments for the previous or current semester
  - d. be members in good standing of their respective classes (prom royalty candidates must be seniors eligible to receive a diploma at the end of the current school year; prom attendant candidates must be juniors on track to be graduated the following school year)
3. Ballots by grade level listing the names of all juniors and seniors meeting the criteria listed above will be prepared and distributed to all eligible voters for first round voting. Eligible voters will include members of each respective grade level.

4. Junior class sponsors will tabulate all first round ballots; should a junior class sponsor have a child, sibling, niece, nephew, or other close relative listed on a ballot, that sponsor will not assist with that ballot's tabulation.
5. The five junior boys and the five junior girls with the greatest number of first round votes will be named prom attendants.
6. The five senior boys and the five senior girls with the greatest number of first round votes will have their names placed on a final ballot for Prom royalty to be distributed to eligible voters.
7. Junior class sponsors or School Administration will tabulate all final round ballots; should a junior class sponsor or School Administrator have a child, sibling, niece, nephew, or other close relative listed on the ballot, that person will not assist with ballot tabulation.



**Ashland-Greenwood Public Schools**  
**2021-2022 School Calendar Year**

**Other Key Dates**

Aug-02 Building Offices Open  
 Aug-09 All HS Fall Sports Begin  
**Aug-16 Back to School Night**  
 Aug-18 1st Day of School  
 Sep-06 Labor Day  
 Sep-17 Constitution Day

Oct-13,14,15 State Softball  
 Oct - 19, 20 PT conferences  
 Oct-22 State Cross Country  
 Oct-24 State Marching Band  
 Oct-29 Football- First Round  
 Nov-05 Football-Quarterfinals  
 Nov-4,5,6 State Volleyball  
 Nov-11 Veterans Day  
 Nov-12 Football -Semifinals  
 Nov-15 Winter Practice Begins  
 Nov-23 State Football Finals  
 Nov-25-26 Thanksgiving Break

Dec. 10 State Play Production  
 Dec-22-Jan-04 Holiday Break

Dec-22-26 NSAA Moratorium

Feb-05 State Wrestling for duals

Feb- 17-19 State Wrestling  
 Feb-28 Spring Practices Begin  
 Mar- 7-12 Boys & Girls State Basketball

Mar- 14, 16 PT Conferences  
 Dist. Speech TBA  
 Mar 17 State Speech Contest

Apr-17 Easter Sunday  
 Apr- 11, 19-23 District Music Contest-TBA

May 6-10 District Baseball  
 May 12 District Track Meet  
 May-15 Commencement  
 May 14, 16-19 State Baseball  
 May 16-17 District Golf  
 May 20-21 State Track  
 May 24-25 State Golf  
 May 30 Memorial Day

**August**

M	T	W	TH	F
2	3	4	5	6
9	10	11N	12	13
16	17	18B	19	20
23	24	25	26	27
30	31			

**September**

M	T	W	TH	F
V	7	8	9	10
13	14	15	16	17
20S	21	22	23	24
27	28	29	30	

**October**

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14Q	15S
18	19	20ES	21	V
25	26	27	28	29

**November**

M	T	W	TH	F
1	2	3	4	5
8	9	10ES	11	12
15	16	17	18	19
22	23	24S*	V	V
29	30			

\*Staff until 1:30

**December**

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21EQ	V	V	V
V	V	V	V	

**January**

M	T	W	TH	F
				V
V	4S	5	6	7
10	11	12	13	14
17	18	19ES	20	21
24	25	26	27	28
31				

**February**

M	T	W	TH	F
	1	2	3	4
7	8	9ES	10	11
14	15	16	17S	V
21	22	23	24	25
28				

**March**

M	T	W	TH	F
1	2	3	4	
7	8	9	10Q	11S
14	15	16ES	17	V
21	22	23	24	25
28	29	30	31	

**April**

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	V
V	19	20	21	22
25	26	27ES	28	29

**May**

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26QES	27
30	31			

190 Staff Days  
 179 Student Days  
 5 Snow Days Built In  
 1 Teacher Comp. Day

B = Start of School Year  
 E = Early Dismissal (1:00/1:10)  
 V = Vacation  
 N = New Staff  
 S = Staff In-Service  
 Q = End of Quarter  
 ES = Early Dismissal/Staff Inservice

# Ashland-Greenwood Public Schools

## School Meal Pricing

Approved 6-21-21

<u>Breakfast</u>	2020-21 Pricing	<i>Proposed 21-22 Pricing</i>
Breakfast Reduced Price - Student	\$0.30	\$0.30
PK-5 Breakfast - Student	\$1.85	\$1.85
6-12 Breakfast - Student	\$1.85	\$1.85
K-12 2nd Breakfast - Student	\$2.40	\$2.40
Student Guest - Breakfast	\$2.70	\$2.70
Adult Breakfast	\$3.50	\$3.50
<u>Lunch</u>	<i>Proposed 20-21 Pricing</i>	<i>Proposed 21-22 Pricing</i>
Lunch Reduced Price - Student	\$0.40	\$0.40
PK-5 Lunch - Student	\$2.80	\$2.80
6-12 Lunch - Student	\$2.95	\$2.95
K-12 2nd Lunch - Student	\$3.15	\$3.15
Student Guest - Lunch	\$3.30	\$3.30
Adult Lunch	\$4.50	\$4.50
Milk	\$0.40	\$0.40

## **Policy Changes**

### **REVISION OF POLICY 2005: Conflict of Interest**

LB 65 amends Section 49-14,103.01, a provision in the Nebraska Political Accountability and Disclosure Act, relating to local elected officials (including school board members) who have an interest in a contract with their own governing body. LB 65 eliminates the phrase "direct pecuniary fee or commission" and replaces it with "payment, fee or commission."

**This change is required.**

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### **REVISION OF POLICY 3001: Budget and Property Tax Request**

Several districts asked why we include the budget hearing procedures but not the property tax request procedures. To satisfy those inquiries and assist boards and administrators in understanding them, we have added the details about the process that boards now must follow in making property tax requests to this policy. We also changed the name of this policy to reflect the fact that it now includes the property tax request process from the new requirements discussed below.

In addition, LB 528 requires the published budget hearing notice to include the following statement:

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

The district must "prominently display" this statement on the school district web site 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.

LB 644 creates the Property Tax Request Act for the alleged purpose of "increased transparency for impacted political subdivisions to raise their property tax levies." If a school district seeks to increase its property tax request by more than the allowable growth percentage, the district must:

- Give notice of the public hearing by sending a postcard to all affected property taxpayers, posting notice of the hearing on the home page of the relevant county's website, and publishing notice in a legal newspaper of general circulation within the county;
- Hold a (joint) public hearing that includes a presentation that includes certain statutorily required information; and
- Pass a resolution.

The hearing must be held during an evening 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.

**This change is not required but is highly recommended.**

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**REVISION OF POLICIES**

**3003: Bidding for Construction, Remodeling, Repair, or Site Improvement**

**AND**

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

State law requires the State Board of Education, once every five years, to adjust the dollar amount threshold that requires schools to solicit bids for construction, remodeling, repair, or site improvements. In December, the threshold amount was raised from \$100,000 to \$109,000. Similarly, state law requires the State of Nebraska Board of Engineers and Architects, once every five years, to adjust the dollar amount threshold for projects that require schools to retain the services of an architect or engineer. The board adjusted this amount from \$100,000 to \$118,000. That's right - now you get to remember two different numbers!

**These changes are required.**

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**REVISION OF POLICIES**

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

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

During a recent round of federal fiscal review, NDE determined that it wants even more information in your federal purchasing/procurement policies and procedures, especially as it relates to internal controls and grant compliance. We have added a Financial Management section to both policies as well as incorporated some provisions in 3004.1 into 3003.1 to address these concerns.

**These changes are required.**

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**REVISION OF POLICIES 3042: Construction Management at Risk Contracts AND 3043: Design-Build Contracts**

LB 414 amends the Political Subdivisions Construction Alternatives Act to allow schools to use the design-build or construction management at risk contracts for a project that includes water, wastewater, utility, or sewer construction. Using these methods for these purposes was previously prohibited. However, before the school may use either of these construction methods for any of these construction purposes, the board must pass a resolution that includes a statement that the school district has made a determination that the design-build contract or 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 design-build contract or construction management at risk contract delivery system.

**These changes are required.**

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**NEW POLICY 3058: Naming School Facilities and Property**

Several of our districts have inquired about this type of policy over the years. A policy subscriber specifically requested that we draft this policy this year, so here it is. These policy provisions are not required. If you wish to adopt such a policy, you can tailor it to best fit your needs.

**This policy is OPTIONAL.**

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### **REVISION OF POLICY 5063: Audio and Video Recordings**

Remote learning opportunities necessitated by the pandemic led us to revisit our policies regarding audio and video recordings. This policy was revised to broaden the limiting language regarding the use of audio and video recordings. The revised language continues to prohibit inappropriate uses of recordings while permitting appropriate uses consistent with administrative discretion.

**This change is required.**

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### **REVISED POLICY 6036: Reading Instruction and Intervention Services**

LB 528 mostly made grammar and style changes to the Nebraska Reading Improvement Act. However, one substantive change to note is that you now have the first 45 calendar days that school is in session to administer the first approved reading assessment to kindergartners. The deadline for administering the assessment to first, second, and third grades remains the first 30 calendar days that school is in session.

**This change is required.**

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## **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: \_\_\_\_\_

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

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

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

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

### **BUDGET PROCEDURES**

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

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

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

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

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

of time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

tax request by more than the allowable growth percentage.

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

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

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

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

**Provide Information to County Clerk.** Each political subdivision that participates in the joint public hearing shall provide the following information to the county clerk by September 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: \_\_\_\_\_

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: \_\_\_\_\_

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

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

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

**I. Applicability of the Policy**

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

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

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

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

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

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

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

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

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

### **II. Procurement System**

The District maintains the following purchasing procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **D. Enforcement**

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

## **IV. Property Management Systems**

### **A. Property Classifications**

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

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

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

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

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

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

#### **E. Maintenance**

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

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

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

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

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

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

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

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

## **V. Financial Management**

### **A. Identification.**

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

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

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

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

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

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

**Procedures.**

1. Procedures for the preparation and content of requests for

proposals shall include the following:

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

2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.
3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:
  - A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.
  - B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
    - (1) The financial resources of the construction manager to complete the project **(up to ten percent)**;
    - (2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;
    - (3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to thirty percent)**;

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

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

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

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

undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.

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

notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

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

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

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual

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

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

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

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

Adopted on: \_\_\_\_\_

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

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

## **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 Ashland-Greenwood Public Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Procedures for evaluating Proposals.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: \_\_\_\_\_

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

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

## **3058**

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: \_\_\_\_\_

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: \_\_\_\_\_

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

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: \_\_\_\_\_

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

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

## **3058**

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: \_\_\_\_\_

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

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