Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, July 16, 2018
Middle School Conference Room - Hildreth - 8:00 PM

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Open Student Fees Hearing (Policy #5416)

    3.A. Comments from the Audience

    3.B. Close Student Fees Hearing

4. Open Parent Involvement Hearing and Title I Parent Involvement Hearing. (Policies #6400 & #6410)

    4.A. Comments from the audience

    4.B. Close Parent Involvement Hearing

5. Consent Agenda

    5.A. Approval of Agenda

5.B. Approval of minutes of Regular June 18, 2018 Board Meeting

5.C. Approval of Claims

5.D. Financial Report

6. Visitors and communication from the public

7. Action Items

7.A. Discuss, consider, and take all necessary action to approve the Corporate Resolution for banking transactions with Cornerstone Bank.

7.B. Discuss, consider, and take all necessary action to approve Policy #6400 and #6410 Parent Involvement, Student Fees and Policy #5415 Anti-Bullying. No changes to these policies. As per Neb. Rev. Stat. 79-533, 79-2,134 and 79-2, 137.

7.C. Discuss, consider, and take all necessary action to approve the 3000 policy numbers as presented.

7.D. Discuss, consider, and take all necessary action to approve new policy 5014, Homeless Students.

7.E. Discuss, consider, and take all necessary action to approve Classified salaries and hourly pay for the 2018-19 fiscal year

7.F. Discuss, consider, and take all necessary action to approve Transportation pay for the 2018-19 fiscal year.

7.G. Discuss, consider, and take all necessary action to approve Substitute Teacher pay for the 2018-19 fiscal year at $110.00 per day, an increase of $5.00. Long-Term Substitutes will remain unchanged ($140.)

7.H. Discuss, consider, and take all necessary action to approve August Budget Workshop on August 20th at 7:00 and the August Board meeting to follow at 7:30 in Wilcox.

7.I. Discuss, consider, and take all necessary action to approve Linda Christiancy as a local substitute.

7.J. Discuss, Consider, and take all necessary action to approve Architectural Services Agreement with Wilkins Architecture and Design. This is to perform a building and engineering analysis on both buildings in Hildreth and Wilcox. Cost not to exceed $15,000

7.K. Discuss, consider, and take all necessary action to approve concrete work for the green house in Wilcox.

7.L. Discuss, Consider and take all necessary action to approve concrete paving bid for parking lot.

7.M. Discuss, consider, and take all necessary action to approve the addition of a new sidewalk in the Wilcox parking lot.

7.N. Discuss, consider, and take all necessary action to approve Ostegren Construction to remove the old sidewalk in the Wilcox parking lot and grade the parking lot for the addition of the greenhouse.

8. Discussion Items

8.A. D & J Farley Construction submitted two bids to enclose the gym hallway stairwell and installing double doors in the weight room.

9. Administrator Report

9.A. Superintendent Report

9.B. Principal Report

10. Next Board Meeting:

11. Adjourn

Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, June 18, 2018 ~ 8:00 PM
High School Media Center
404 E Sapp Street
P.O. Box 190
Wilcox, NE 68982

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Consent Agenda
Motion by Gary Jensen, seconded by Kert Hansen, to approve the consent agenda as presented.
Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

3.A. Approval of Agenda

3.B. Approval of minutes of Regular May 14, 2018 Board Meeting

3.C. Approval of Claims

3.D. Financial Report

4. Visitors and communication from the public
There were no members of the public present.

5. Action Items

5.A. "Discuss, consider, and take any necessary action to accept the resignation of Jim Preston."
Motion by Ryan Knaus, seconded by Aaron Pistulka, to accept the resignation of Jim Preston.
Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

5.B. Discuss, Consider and take any necessary action to, Approve Resolution 061818 Tri-Basi Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update.
Motion by Kert Hansen, seconded by Gary Jensen, to Approve Resolution 061818 Tri-Basi Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

5.C. Approve School Meal Prices for 2018-19
Motion by Aaron Pistulka, seconded by Roger Boyer, to approve school meal prices for 2018-19 school year. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

5.D. Discuss, Consider and take any necessary action to approve Board Policies in the 1000's and 2000's.
Motion by Roger Boyer, seconded by Ryan Knaus, to approve Board Policies: 1001,1002, 1003, 2001, 2002, 2003, 2004, 2005, 2006 ,2007 , 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2016. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

5.E. Discuss, Consider and Take Necessary Action to approve 2018-2019 salary for bookkeeper Rogene Hinrichs.
Motion by Kert Hansen, seconded by Aaron Pistulka, to approve 2018-2019 salary for bookkeeper Rogene Hinrichs. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

6. Discussion Items

7. Administrator Report

7.A. Superintendent Report

7.B. Principal Report
Principal Patterson presented projected enrollment numbers for the 2018-2019 school year.

8. Next Board Meeting:

The next Board Meeting will be on July 16 in the Middle School Conference Room at 8:00 p.m.

9. Adjourn
Motion by Roger Boyer, seconded by Kert Hansen, to to adjourn at 8:47 p.m.. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
Black Hills Energy	102 N. Stock/June 18	102. N. Stockton/Wilcox	483.81
Black Hills Energy	102 N. Stockton/June	102 N. Stockton/Wilcox	35.88
Black Hills Energy	208 Stockton/June	208 Stockton/Wilcox Site	39.04
Black Hills Energy	404 E. Sapp/June	404 E. Sapp/Wilcox	37.97
Black Hills Energy	613 Nelson/June	613 Nelson St. Services	234.67
Total Black Hills Energy			831.37
Blick Art Materials	9452713	Use Quote#:QBP2633	52.38
Blick Art Materials	9473763	Use Quote#:QBP2633	751.87
Blick Art Materials	9512817	Portable Room Divider	839.00
Total Blick Art Materials			1,643.25
Brown & Saenger Inc	4016058-0	ESU BId Sheet Order/MS	170.67
Total Brown & Saenger Inc			170.67
BSN Sports	9390971	Weight Room Equipment	1,305.77
Total BSN Sports			1,305.77
Budget Heating & Air	6220	413 Block/Teacherage	99.00
Total Budget Heating & Air			99.00
Business Office Systems	640839	Office Supplies/Rogene	61.96
Total Business Office Systems			61.96
Business World	640057	Gloves/Tables	245.85
Total Business World			245.85
Carr, Tracy	64288077200	Reimburse for Custodial Supplies	44.45
Total Carr, Tracy			44.45
Carter Electric	7958	Swimming Pool Repair - Pump	75.00
Total Carter Electric			75.00
Central States Lab Inc	9290	Swimming Pool Chemical	601.14
Total Central States Lab Inc			601.14
Charter Communications	0000344062418	Internet Service	1,069.50
Total Charter Communications			1,069.50
City of Holdrege	01-343072	Construction & Demo Trash	16.63
City of Holdrege	343468	Disposal of Trash	72.50
City of Holdrege	343774	Disposal of Items	21.83
Total City of Holdrege			110.96
Clinch Enterprises	949475	Floor Pad	20.68
Total Clinch Enterprises			20.68
Companion	109081	Software Subscription	699.00
Companion	109083	Software Subscription	699.00
Total Companion			1,398.00
Computer Hardware	120634	MacBook Air Repair	50.00

Vendor Name	Invoice Number	Description	Amount
Computer Hardware	120635	MacBook Air Repair	50.00
Total Computer Hardware			100.00
Cooperative Producers Inc	JuneBill	Fuel/Fertilizer	805.90
Total Cooperative Producers Inc			805.90
Decker Equipment	247430A	Custodial Supplies	671.04
Total Decker Equipment			671.04
Deterding	167840-1	Bioguard Chemical	86.37
Deterding	167892-1	Chemical	86.37
Total Deterding			172.74
Durable Service	11537	Vent Exhaust Science Room	198.08
Total Durable Service			198.08
Eakes Office Solutions	7536635-0	Office Supplies	32.28
Eakes Office Solutions	7537641-0	Stamp	38.73
Eakes Office Solutions	7539894-0	Stamp for New Text Books	38.73
Eakes Office Solutions	7542231-0	Mach-Office Supplies	67.00
Eakes Office Solutions	7544082-0	Office Supplies	16.14
Eakes Office Solutions	7544317-0	File Folders	18.11
Eakes Office Solutions	7544665-0	Name Plates for New Teachers	72.51
Eakes Office Solutions	7544676-0	Boyer-Stamp	26.34
Eakes Office Solutions	7546234-0	Binders	9.32
Eakes Office Solutions	7548108-0	Colored Paper	23.84
Total Eakes Office Solutions			343.00
Egan Supply Co.	281835	Clorox Disinfecting Wipes	24.94
Total Egan Supply Co.			24.94
Esu #10	WS87794	PS Conference Registration/Bunger	100.00
Esu #10	WS87817	PS Workshop/Rahmann	100.00
Total Esu #10			200.00
ESU #11	3372	Switches/IXL Subscription/Misc.	3,383.84
Total ESU #11			3,383.84
Flag Valley Greenhouses	GreenHouse	Green House	3,000.00
Total Flag Valley Greenhouses			3,000.00
Franklin County Chronicle	23423	BOE Meeting Notice	6.74
Franklin County Chronicle	23556	BOE Meeting Minutes	95.61
Franklin County Chronicle	23630	Sports Ad	17.00
Total Franklin County Chronicle			119.35
Fritz's Market	001000100914	MS Custodial Supplies	2.42
Fritz's Market	001000911351	MS. Building Supplies	15.80
Fritz's Market	001001251544	MS Custodial Supplies-Cord	4.49
Total Fritz's Market			22.71
Frontier	June Charges/Hildret	Phone Charges/Hildreth Site	332.17
Total Frontier			332.17

Vendor Name	Invoice Number	Description	Amount
General Glass of Holdrege, Inc.	109834	Hildreth Site/Glass	146.32
Total General Glass of Holdrege, Inc.			146.32
GovConnection Inc	55901065	6 Chrome Books - BOE	1,798.98
GovConnection Inc	55948094	Acad. Google Chrome OS License	143.28
Total GovConnection Inc			1,942.26
Great Plains Communications	Wilcox Phone/June	Wilcox Site/Telephone	392.83
Total Great Plains Communications			392.83
Gruwell, Lynette	AutismGrantReimb.	Remaining Balance for Circle Grant Reimb	300.00
Total Gruwell, Lynette			300.00
Harlan County Journal	2862	Board Meeting Notice	5.50
Harlan County Journal	2900	Graduation	285.00
Harlan County Journal	Balance 4/30/18	balance Due	10.50
Total Harlan County Journal			301.00
Hinrichs, Rogene	Reimburse	Meal for training in Sioux Falls for SU	9.99
Total Hinrichs, Rogene			9.99
Holdrege Daily Citizen	263	Legal Publication	5.92
Total Holdrege Daily Citizen			5.92
Hometown Leasing	8850	Final payment on leased copy machines	1,348.62
Total Hometown Leasing			1,348.62
Jensen Publishing	2019-Huskerland	Huskerland Prep Report Subscription	64.00
Total Jensen Publishing			64.00
JourneyEd.com, Inc.	10258514	Adobe K-12 Licenses	500.00
Total JourneyEd.com, Inc.			500.00
Kat's Korner Market	AprilInvoices2018	April Invoices FCS	131.00
Total Kat's Korner Market			131.00
KSB School Law	4859	Tele. Conf./Review Contracts	418.00
Total KSB School Law			418.00
Latter Repair & Irrigation, Inc.	15559	Mower Repair	439.26
Latter Repair & Irrigation, Inc.	15614	Air Filter/Mower Parts	41.10
Latter Repair & Irrigation, Inc.	15843	Chain Saw Blade	22.32
Total Latter Repair & Irrigation, Inc.			502.68
Made In The Shade Blinds & More	153-2	Remaining Balance on Elem. Wing Shades	1,984.50
Made In The Shade Blinds & More	Meyers/Gym/Martin	Meyers/Martin/Gym New Shades	5,975.00
Total Made In The Shade Blinds & More			7,959.50
Matheson Tri-Gas Inc	51309615	Ind. Arts Supplies	145.40
Matheson Tri-Gas Inc	51332398	Ind. Arts Supplies	160.90
Total Matheson Tri-Gas Inc			306.30

Vendor Name	Invoice Number	Description	Amount
Menards - Kearney	59450	Custodial Supplies/Hildreth	87.98
Menards - Kearney	59492	Bus Barn/Custodial Supplies	470.36
Menards - Kearney	59606	Paint-HS	27.98
Menards - Kearney	61214	Custodial Cabinets	453.99
Total Menards - Kearney			1,040.31
Minden Courier	6/13 Board Mtg.	Sp. Board Meeting 6/13	10.47
Minden Courier	6/18 BOE Minutes	6/18 BOE Meeting Minutes	65.00
Minden Courier	7/16 BOE Meeting	7/16 BOE Meeting Notice	7.52
Minden Courier	Wilcox Site Subscrip	Subscription/Wilcox	38.00
Total Minden Courier			120.99
Monte Malouf Jr & Associates	IN-33091	Custodial Supplies - Hildreth	1,442.21
Monte Malouf Jr & Associates	IN-33099	Refinish Hildreth Gym Floors	2,175.00
Monte Malouf Jr & Associates	IN-33100	Supply-Hildreth	18.84
Monte Malouf Jr & Associates	IN-33110	Mist-N-Shine	54.68
Total Monte Malouf Jr & Associates			3,690.73
NASB	INV-01104-C0N2W5	NAEP Workshop/Hinrichs	95.00
Total NASB			95.00
Natinal Business Furniture, LLC	ZK006153-BRT	Rubber Tak Board	292.32
Total Natinal Business Furniture, LLC			292.32
NCE Conference	55048	Lambert Conference Registration	350.00
Total NCE Conference			350.00
Nebraska Lock & Key	10118	Keys	18.00
Total Nebraska Lock & Key			18.00
Newman Tree Service	6/21/18	Remove 12 Cedars/Grind Stumps	3,250.00
Total Newman Tree Service			3,250.00
NRCSA	2018-19 Membership	NRCSA Membership Dues 18-19	850.00
Total NRCSA			850.00
Overdrive, Inc.	07670CO18102865	Books on Tape	472.54
Total Overdrive, Inc.			472.54
Pearson Education Inc	11647506	AIMS Web Plus	494.00
Pearson Education Inc	4025520486	AGS Book for Government	443.70
Pearson Education Inc	4025532297	PK-12 English/LA Curriculum	1,524.27
Pearson Education Inc	4025540250	PK-12 English/LA Curriculum	160.47
Pearson Education Inc	4025541459	PK-12 English/LA Curriculum	160.47
Total Pearson Education Inc			2,782.91
Platte Valley Communications	051800298	K-T Radio Installed	226.20
Total Platte Valley Communications			226.20
Presto-X Company	8079457	Pest Control-Wilcox	57.00
Presto-X Company	8288884	Hildreth Site -Pest Control	58.00
Total Presto-X Company			115.00

Vendor Name	Invoice Number	Description	Amount
Pyramid School Products	S1366424.001	Wall clock Atomic	124.36
Total Pyramid School Products			124.36
Really Good Stuff	6428100	Classroom Supplies	153.79
Really Good Stuff	6428101	MS Sped	87.88
Total Really Good Stuff			241.67
Schepler, Judy	CDL/Bus License	CDL/Bus License	65.00
Total Schepler, Judy			65.00
School Specialty	208120540936	School Specialty	212.19
Total School Specialty			212.19
Screen Machine	246	Band T-Shirts	475.50
Total Screen Machine			475.50
Sears	035579031313	Stove for FCS Room	593.93
Total Sears			593.93
Social Studies School Service	SI129020	Social Studies Teaching supplies	111.89
Total Social Studies School Service			111.89
Software Unlimited, Inc	Software Fees 2019	SU Software Fees/Online Fees	6,300.00
Total Software Unlimited, Inc			6,300.00
South Central Sanitation	3225	Trash Cans for Track Meets	285.00
Total South Central Sanitation			285.00
Supply Works	445673783	Hand Sanitizer -Hildreth Site	193.76
Total Supply Works			193.76
Svoboda's True Value	C124906	Supplies-Wilcox	24.77
Svoboda's True Value	C125452	Wall Plate/Wilcox	3.87
Svoboda's True Value	D154849	Glass Cleaner/Spray Paint	20.96
Svoboda's True Value	D155224	Screwdriver Set	12.99
Svoboda's True Value	D155884	Custodial Supplies	57.04
Total Svoboda's True Value			119.63
Time Management Systems, Inc.	208843	TMS-Maintenance Contract	130.00
Total Time Management Systems, Inc.			130.00
Town & Country Service	11122	2014 Dodge Caravan Repair	223.14
Town & Country Service	11213	Oil	4.88
Town & Country Service	11270	Flat Tire Repair	18.64
Total Town & Country Service			246.66
US Games	902505452	PE equipment	682.55
Total US Games			682.55
Verizon Business	5051201671806	Wilcox Site Phone Bill	69.71
Total Verizon Business			69.71
Verizon	9809032259	Cell Phone/Wayne	30.63

Vendor Name	Invoice Number	Description	Amount
Total Verizon			30.63
Village Of Hildreth	June Utilities/Hildr	June Utilities/Hildreth Site	1,218.26
Total Village Of Hildreth			1,218.26
Village Of Wilcox	June Utilitites	June Utilities	6,461.25
Total Village Of Wilcox			6,461.25
VISA	HinrichsCC/JuneCharg	Mach/Martin/Hinrichs/Meyers	1,060.98
VISA	Patterson/CC June18	Patterson CC Charges-June 2018	1,579.15
Total VISA			2,640.13
Weides Water LLC	6224	Water Leak Repair	280.00
Total Weides Water LLC			280.00
Weissert Hardwood Flooring	121	Recoat Gym Floor - Wilcox	1,975.00
Total Weissert Hardwood Flooring			1,975.00
Windstream	HildrethSite/June18	Superintendent Office Line	6.14
Total Windstream			6.14
Woodward's Disposal Seervice	NO8804-2512	Document Destruction Service	70.00
Total Woodward's Disposal Seervice			70.00
Yanda's Music And Pro Audio	353507	Repair Clarinet	59.49
Yanda's Music And Pro Audio	353509	Repair Bass Clarinet	46.84
Yanda's Music And Pro Audio	353510	Repair Trombone	38.25
Yanda's Music And Pro Audio	353511	Repair Trombone	51.00
Yanda's Music And Pro Audio	353513	Repair Baritone	66.15
Yanda's Music And Pro Audio	353516	Repair/Clean Baritone	63.75
Yanda's Music And Pro Audio	353655	Repair Clarinet	44.90
Yanda's Music And Pro Audio	353656	Trombone Case	110.00
Yanda's Music And Pro Audio	353657	Repair/Clean Trombone	38.45
Yanda's Music And Pro Audio	356174	Sousaphone	4,450.00
Yanda's Music And Pro Audio	356178	TubaStand/Microphones for Gym	778.00
Total Yanda's Music And Pro Audio			5,746.83
Fund Number 01			72,963.88
Checking Account ID 1			72,963.88

GENERAL FUND		
Balance 6/1/2017		**$4,035,922.18**
County Receipts	$453,955.00	
Motor Vehicle Taxes	$9,940.62	
Local License Fees		
Interest Earned	$5,039.91	
Other Local Receipts		
County Fines & Licenses	$951.47	
Homestead Exemption	$2,653.67	
Other County Sources		
High Ability Learners		
State Aid		
SPED Programs	$30,124.00	
SPED Transportation		
State Apportionment		
Special Bldg		
Personal Prop. Tax Credit		
Property Tax Credit		
Pro Rata Motor Vehicles		
In Lieu of Taxes	$278.14	
Title I	$2,460.45	
Title IIA		
IDEA Base		
IDEA Base Part B-2		
Misc Receipts	$56.65	
Grant		
Apple Reimbursement		
Medicaid Reimb	$11,467.10	
Distance Learning	$958.33	
Lunch Tax/Retire	$2,101.23	
URM Service Fee	$1,498.83	
TOTAL RECEIPTS	**$521,485.40**	

Instructional Services	$155,214.48
SPED Service	$60,658.31
Student Support Service	$29,434.67
Support Services - Staff	$7,479.26
Board of Education	$9,704.24
Executive Administration	$11,814.46
Principal	$23,994.11
Business	$23,459.57
Operation-Maintenance	$83,425.61
Regular Transportation	$21,748.95
SPED Transportation	
Community Service	$5,082.14
Title I	$6,226.38
Lunch Fund Expenses	$2,101.23
State Categorical Program	$2,249.16
IDEA (4400)	
Transfers	
Distance Education	$847.42
URM	$1,498.83
TOTAL EXPENDITURES:	**$444,938.82**

ACCOUNT BALANCES	**30-Jun-17**
Depreciation	$871,201.66
General	$4,112,468.76
Lunch	$12,237.06
ADA	$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	$5,870.40
HS Activity	$326,139.44
MS Activity (Closed)	Closed-Moved to HS Activity
Gen Fund Clearing	$919.59
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$2,224.53
URM Fund	$32,151.49
Falcon Team Account	$1,034.45
Special Building Fund	$675,558.23
Total Funds	**$6,040,333.52**

DEPRECIATION FUND BREAKDOWN:	
Charter Reimb	$122,123.38
Transportation	$99,531.48
Building	$537,706.97
Track	$83,223.69
Interest	$28,616.14
TCD	$20,000.00
Total:	**$891,201.66**

GENERAL FUND BANK RECONCILIATION:	
Bank Balance as of 6/30/20	$4,113,845.76
Outstanding Checks:	$1,377.00
Ending Balance:	**$4,112,468.76**

Ending Balance 6/30/2017 **$4,112,468.76**

Report Date 6/30/17

GENERAL FUND		
6/1/18		**$4,464,853.79**
County Receipts	$414,721.94	
Motor Vehicle Taxes	$10,699.10	
Local License Fees		
Interest Earned	$7,306.84	
Other Local Receipts		
County Fines & Licenses	$1,499.43	
Homestead Exemption	$1,926.86	
Other County Sources		
High Ability Learners		
State Aid	$2,966.00	
SPED Programs	$27,652.00	
SPED Transportation		
State Apportionment		
Pers. Prop Tax Credit		
Property Tax Relief	$27,728.73	
Pro Rata Motor Vehicles	$1,561.72	
In Lieu of Taxes	$268.98	
Tax Credit		
Title I	$2,992.38	
Title IIA		
IDEA Base		
IDEA Base Part B-2		
Misc Receipts	$1,549.28	
Grant		
Apple Reimbursement		
Medicaid Reimb		
Distance Learning	$958.33	
Lunch Tax/Retire	$1,735.68	
URM Service Fee	$1,379.65	
TOTAL RECEIPTS	**$504,946.92**	
Instructional Services	$216,501.15	
SPED Service	$29,294.89	
Student Support Service	$85,573.37	
Support Services - Staff	$13,847.22	
Board of Education	$1,213.33	
Executive Administratior	$6,528.40	
Principal	$24,451.08	
Business	$10,900.28	
Operation-Maintenance	$51,708.35	
Regular Transportation	$16,315.29	
SPED Transportation		
Community Service	$8,721.47	
Title I	$5,927.07	
Lunch Fund Expenses	$1,735.68	
State Categorical Progra	$500.00	
Title IIA	$12,578.95	
Transfers		
MS Grant Expenses		
URM	$1,379.65	
Non-Program Expend.	$2,000.00	
TOTAL EXPENDITURES	**$489,176.18**	
Ending Balance 6/30/2018		**$4,480,624.53**

ACCOUNT BALANCES:	**30-Jun-18**
Depreciation	$740,969.51
General	$4,480,624.53
Lunch	$38,692.17
ADA	$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	$5,939.10
HS Activity	$360,026.83
MS Activity (Closed)	$0.00
Gen Fund Clearing	$4,565.37
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$4,390.57
URM Fund	$15,651.08
Falcon Team Account	$1,034.45
Special Building Fund	$524,947.72
Total Funds	**$6,177,369.24**

DEPRECIATION FUND BREAKDOWN:	
Charter Reimb	$122,123.38
Transportation	$73,881.48
Building	$368,169.54
Track	$83,223.69
Interest	$43,571.42
Computer Hardware	$50,000.00
TCD	$20,000.00
Total:	**$760,969.51**

GENERAL FUND BANK RECONCILIATION:	
Bank Balance as of 6/30/2018	$4,521,415.81
Outstanding Checks:	$40,791.28
Ending Balance:	**$4,480,624.53**

Report Date 6/30/2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	**Monthly Category Expenses:**																
2			**Bdgt 17-18**	Sept Exp	Oct Exp	Nov Exp	Dec Exp	Jan Exp	Feb Exp	Mar Exp	Apr Exp	May Exp	June Exp	July Exp	Aug Exp	Total	Balance
3	1100's	Instruction	**$2,495,500**	$147,567	$144,564	$141,071	$140,335	$140,402	$138,106	$137,806	$158,813	$154,175	$217,860	$217,117		$1,737,816	$757,684
4	1200's	SPED	**$514,500**	$22,795	$26,066	$27,137	$26,532	$24,178	$27,452	$35,926	$27,192	$27,666	$62,137	$13,912		$320,995	$193,505
5	2100's	Sup Ser Pupils	**$250,600**	$29,754	$9,136	$8,781	$28,492	$8,965	$8,288	$14,845	$13,106	$9,261	$53,419	$7,492		$191,540	$59,060
6	2200's	Sup Ser Staff	**$221,500**	$14,049	$13,334	$14,687	$13,438	$13,659	$13,520	$13,876	$16,354	$14,923	$13,334	$16,212		$157,386	$64,114
7	2310's	Board	**$58,000**	$475	$2,413	$2,413	$3,018	$8,249	$3,827	$1,475	$32,452	$5,305	$1,213	$3,746		$64,585	-$6,585
8	2320's	Exec Admin	**$154,900**	$10,930	$10,970	$12,888	$11,479	$11,546	$10,981	$11,189	$11,707	$12,819	$11,594	$12,127		$128,229	$26,671
9	2400's	Principal	**$342,000**	$24,954	$24,965	$25,633	$25,743	$24,603	$25,698	$24,627	$25,357	$26,177	$24,451	$17,654		$269,861	$72,139
10	2500's	Business	**$129,000**	$1,010	$10,714	$5,069	$6,490	$3,137	$5,639	$5,009	$1,938	$4,607	$5,985	$16,395		$65,992	$63,008
11	2600's	Main & Oper	**$693,000**	$54,468	$42,985	$43,254	$43,932	$35,842	$60,594	$48,874	$39,949	$48,177	$51,708	$47,439		$517,224	$175,776
12	2750's	Reg Trans	**$266,500**	$19,045	$18,772	$19,664	$22,163	$16,987	$21,608	$20,751	$19,498	$20,866	$16,013	$3,817		$199,184	$67,316
13	2760's	SPED Trans	**$2,600**		$0	$0	$376	$0	$0	$0	$0					$376	$67,316
14	3000's	HAL & Community	**$45,000**	$2,797	$570	$1,118	$1,932	$50	$767	$165	$50	$50	$7,845	$7,873		$23,216	$21,784
15	3500's	State Categorical	**$2,000**	$386	$235	$235	$386	$642	$642	$642	$642	$407	$1,377	$300		$5,891	-$3,891
16	4500's	Building Acquisition												$3,000		$3,000	-$3,000
17	6000's	Federal	**$123,400**	$13,431	$5,927	$23,512	$47,014	$6,259	$7,238	$36,776	$6,786	$6,786	$18,506	$6,560		$178,793	-$55,393
18	1300's	Summer School	**$5,500**											$2,968		$2,968	$2,532
19	8000's	Transfers	**$90,000**														
20	9000's	Non-Program											$2,000				
21		EMC Reimbursement															
22	Total		**$5,394,000**	$341,659	$310,649	$325,463	$371,332	$294,519	$324,360	$351,961	$353,844	$331,219	$487,441	$376,611	$0	$3,869,056	$1,524,944
23																	
24	**Total Monthly Expenses:**																
25	General		**$4,746,000**	$305,047	$278,421	$274,578	$297,023	$263,441	$289,028	$278,617	$319,225	$296,360	$403,421	$349,872	$0	$3,355,034	$1,390,966
26	SPED		**$517,100**	$22,795	$26,066	$27,137	$26,908	$24,178	$27,452	$35,926	$27,192	$27,666	$62,137	$13,912	$0	$321,371	$195,729
27	Federal		**$123,400**	$13,431	$5,927	$23,512	$47,014	$6,259	$7,238	$36,776	$6,786	$6,786	$18,506	$6,560	$0	$178,793	-$55,393
28	Total		**$5,386,500**	$341,273	$310,414	$325,228	$370,946	$293,878	$323,718	$351,319	$353,203	$330,812	$484,064	$370,344	$0	$3,855,198	$1,531,302
29																	
30	**Total Yearly Expenses:**																
31	General		**$4,656,000**	$305,047	$583,469	$858,047	$1,155,070	$1,418,511	$1,707,539	$1,986,156	$2,305,381	$2,601,741	$3,005,162	$3,355,034	$3,355,034	$3,355,034	$1,300,966
32	SPED		**$517,100**	$22,795	$48,861	$75,998	$102,907	$127,085	$154,537	$190,463	$217,656	$245,322	$307,459	$321,371	$321,371	$321,371	$195,729
33	Federal		**$123,400**	$13,431	$19,358	$42,870	$89,884	$96,143	$103,381	$140,156	$146,942	$153,728	$172,234	$178,793	$178,793	$178,793	-$55,393
34	Total		**$5,296,500**	$341,273	$651,687	$976,915	$1,347,861	$1,641,739	$1,965,457	$2,316,776	$2,669,978	$3,000,790	$3,484,854	$3,855,198	$3,855,198	$3,855,198	$1,441,302
35																	
36	**Total Unencumbered:**																
37	General		**$4,746,000**	$4,440,953	$4,162,531	$3,887,953	$3,590,930	$3,327,489	$3,038,461	$2,759,844	$2,440,619	$2,144,259	$1,740,838	$1,390,966	$1,390,966		
38	SPED		**$517,100**	$494,305	$468,239	$441,102	$414,193	$390,015	$362,563	$326,637	$299,444	$271,778	$209,641	$195,729	$195,729		
39	Federal		**$123,400**	$109,969	$104,042	$80,530	$33,516	$27,257	$20,019	-$16,756	-$23,542	-$30,328	-$48,834	-$55,393	-$55,393		
40	Total		**$5,386,500**	$5,045,227	$4,734,813	$4,409,585	$4,038,639	$3,744,761	$3,421,043	$3,069,724	$2,716,522	$2,385,710	$1,901,646	$1,531,302	$1,531,302		
41																	
42	Gen Budget Avg Spend Down			$4,350,658	$3,954,842	$3,559,500	$3,163,684	$2,768,342	$2,373,000	$1,977,658	$1,581,842	$1,186,500	$791,158	$395,342	$0		
43	Total Budget Avg Spend Down			$4,944,680	$4,494,820	$4,045,500	$3,595,640	$3,146,320	$2,697,000	$2,247,680	$1,797,820	$1,348,500	$899,180	$449,320	$0		

3000 Series Policies

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3001
Budget

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.

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.

The board shall present the proposed budget to the public so that patrons may review it and participate in any public hearing(s). The board shall consider and adopt the budget in accordance with Nebraska law.

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.

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

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

3002
Deposits

The board of education shall designate the depository or depositories for all school funds. All funds received by the district shall be deposited promptly in the proper account of each such depository. All funds shall be insured by the Federal Deposit Insurance Corporation or a surety bond approved by the board on securities of the United States government pledged by joint custody receipt.

Funds collected by district representatives shall be receipted, accounted for, and directed without delay to the proper depository. Funds exceeding $100.00 shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

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 $100,000

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

III. Formal Bidding for Major Purchases and Construction

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

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

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

C. Advertising for Bids

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

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

D. Bid Documents

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

2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.

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

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

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

6. Sealed bids will be opened in a place and at the specific time

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

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

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

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

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

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

I. Applicability of the Policy

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

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

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

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

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

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided

for in the contract.

III. Construction Projects with an Anticipated Cost of Under $150,000

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 $3,500 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed $3,500. 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. Construction with an Anticipated Cost of between $3,500 and $100,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than $3,500 and less than $100,000 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.

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

IV. Construction Projects with an Anticipated Cost Over $150,000

A. Sealed Bids: All constructions projects subject to this policy

with an anticipated cost of $150,000 will be publicly solicited using the sealed bid method

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;

2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

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

4. The contract will be awarded to the lowest responsive and responsible bidder.

   a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.

   b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

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

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

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

B. Advertising for Bids.

1. The superintendent or designee will arrange to advertise for

bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.

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

C. Bid Documents

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

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

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

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

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

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

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

8. The board will generally complete its review of bids and

select a vendor within 30 days of bid submission.

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

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

3004
General Purchasing and Procurement

I. Applicability of this policy.

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

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

II. General Purchasing Policy

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

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

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

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

III. Building-Specific Purchasing

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

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

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

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

IV. Purchasing Procedures

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

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

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

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

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

F. For purchases of more than $3,500, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

V. Relations with Vendors

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

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

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

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

Adopted on: _____
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 $3,500 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed $3,500. 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 $3,500 and $150,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than $3,500 and less than $150,000 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 $150,000

a) Sealed Bids (Formal Advertising)

For purchases over $150,000, 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 $150,000, 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 $150,000.

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or $5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for

printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

    a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and

    b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

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

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

C. Inventory Records

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

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

11. Any ultimate disposition data including the date of disposal and sale price of the property.

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

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding

agency (or pass-through for a state-administered grant) for disposition instructions.

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

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

3005
School Activities Fund

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

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

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

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

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

3007
Review of Bills

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

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

3008
Gifts, Grants and Bequests

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

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

3009
Audit

The board of education shall appoint a certified public accountant or public accounting firm to audit all school accounts annually and report to the board of education. The audit shall include all areas required by law and the rules of the Nebraska Department of Education. The auditor is not obligated to follow generally accepted accounting principles (GAAP) but shall conduct the audit according to the standards of the auditing profession.

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

3010
Insurance

The board or education shall purchase such insurance as it deems appropriate to protect the district, the board as a corporate body, individual board members, appointed officers, employees, and volunteers from financial loss arising from any claim, demand, suit or judgment. The district may, but is not required to, solicit bids or quotes for insurance coverage.

The board shall review its insurance coverage before its expiration date, or as need dictates.

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

3011
Transportation

The school district will provide free transportation, partially provide free transportation, or pay an allowance for transportation in lieu of free transportation on each day school is in session to the students who reside in the district and qualify for transportation according to the district's transportation plan. The families of students who will not be provided transportation pursuant to the district's plan or who must drive students to a pick-up point will be reimbursed according to statute if they qualify for such reimbursement. Parents seeking mileage reimbursement must submit requests to the district on forms which may be obtained from the office of the Superintendent of Schools.

When a student who has been attending the district is placed into foster care, school district staff will collaborate with state and local child welfare agencies to determine whether transportation is required under state law when it is in the child's best interest that their school of origin be maintained. The district will only provide transportation to students placed in foster care when the responsible child welfare agency agrees to reimburse the school district for the cost of transportation or when transportation is otherwise required by law. The board designates the Superintendent of Schools as the initial point of contact for child welfare agency representatives to discuss transportation issues related to children in foster care.

Students who are homeless will be provided with transportation pursuant to Board Policy 5014.

The district will provide transportation to tuition students in accordance with the contract provisions, if any, for services from the contracting districts.

The use of buses for class parties, field trips, and similar purposes shall require the prior approval of the superintendent or appropriate principal.

Adopted on: _____
Revised on: _____

Reviewed on: _____

3012
School Meal Program and Meal Charges

Meal Program. The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent.

Meal Charge Policy. The district will notify students and their families of the policy for **Charged Meals**, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy.

The district's policy on charged meals is:

OPTION B

If a student has no funds available to pay for a meal, the student will be permitted to charge up to five meals. Thereafter, if a student has no funds available to pay for a meal, no food will be provided.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law.
Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

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

3013
Emergency Closings

School shall be held on the dates set forth on the official calendar, and shall not be closed or dismissed except when superintendent or his or her designee determines that it is impossible or impracticable to hold school. When school is closed there will be no school-sponsored activities held without the permission of the superintendent or building administrator.

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

3014
Use of School Property

1. Use of Specific Facilities by Application and Agreement

   a. The district permits non-commercial use of the following facilities by individual patrons for their personal health and wellness: track. The district understands that it would not be feasible to require a patron to apply to use facilities like the weight room on every occurrence. The facility uses defined in this paragraph are an exception to the general facility use requirements contained in this policy for ease of administration and efficiency. All other facility uses must comply with the other provisions of this policy.

   b. These particular facilities may be used upon only one application and upon signing the district's written waiver and agreement.

   c. Use of these facilities is governed by this and other district policy and the agreement signed by the user. A copy of each agreement will be maintained in the district's central office.

2. General Facilities Use Guidelines

   a. School facilities may be used by various education and community organizations and individuals when it is in the interest of the general public.

   b. School facilities may not be used for personal profit and other commercial purposes. The district opens its facilities to district patrons for the benefit of the public, not commercial uses. Due to the complications created by groups or individuals using district facilities for commercial purposes, these uses are prohibited. Booster clubs and other organizations raising money purely for the support of student groups, as defined below, and not for personal profit are not considered commercial uses but must comply with the district's policies which apply to these groups.

   c. Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety.

d. Only those organizations and persons who are known to school officials, who have financial resources sufficient to cover all rentals and possible damages, and who are willing to discharge such obligations shall be permitted to use the school facilities and equipment.

e. The rental fees for school facilities shall be set by the board.

f. Non-curricular student groups or non-student groups (as those terms are defined below) that wish to use the facility must submit a facility use application which may be obtained from the district's central office. The application must be received by the superintendent prior to the approval of any facility use.

g. The shop and weight room may not be used by students when school is not in session, unless supervised by a district staff member or a responsible adult upon approval of the superintendent. Use of the shop and weight room in violation of this provision may lead to the students being denied access to these facilities or other consequences permitted by board policy and Nebraska law.

h. Any person or group using the school facilities, for any purpose, must comply with all of the district's policies, rules, and regulations.

3. Definitions

a. "Curriculum-related student groups" shall mean students participating in school-sponsored activities, supervised by district staff, related to the curriculum, and recognized by the board.

b. "Extracurricular student groups" shall mean students participating in an extracurricular activity, sponsored by the district, supervised by district staff, and recognized by the board, such as athletic teams and academic teams which are not otherwise categorized as "curriculum-related student groups."

c. "Non-curriculum related student groups" shall mean all other groups comprised primarily of students who attend the district participating in activities such as Boy Scouts, Girl Scouts, 4-H, political groups, religious groups, and other similar youth groups.

d. "Non-student group" shall mean all other groups or individuals who apply to use district facilities.

e. "Superintendent" shall mean the superintendent of schools or his/her designee.

4. Use of School Property by Student Groups

a. Curriculum-related and Extracurricular student groups

i.) Curriculum-related and Extracurricular student groups may use school facilities at no cost to the group, if they restore the facilities to their prior state after using them.

ii.) The district shall bear any costs associated with use by these groups (*e.g.*, the fee paid to a cook or a custodian required to be in attendance).

iii.) Curriculum-related and Extracurricular student groups have priority over non-curriculum related student groups and non-student groups.

b. Non-curriculum related student groups

i. Non-curriculum related student groups may use the school building during non-instructional time. Such use shall be without charge.

(1) Such uses shall occur while the building is normally open and there is a minimum of interference with custodians or other student and staff facility use.

(2) These groups may use the school buildings in the evening for meetings if the group is sponsored by an adult and the adult (1) files the application to use the facilities on behalf of the group and (2) assumes responsibility for cleanup and placing the area back in the condition it was in prior to use.

ii. Non-curriculum related student groups must apply for use of the facilities and secure the superintendent's permission before using school facilities.

iii. Non-curriculum related student groups may meet only on school premises at times and places determined by the superintendent.

iv. Non-curriculum related student groups must meet each of the following conditions to secure the superintendent's permission to use school facilities:

(1) The facility use will occur during non-instructional time.

(2) The district has facilities available to accommodate the group.

(3) The use is voluntary and for the general benefit of the student participants.

(4) The use will not substantially interfere with the orderly conduct of educational activities and other programs within the school.

1. Use of facilities by non-student groups

a. The superintendent may authorize the use of any school facilities for non-school activities by non-student groups.

b. In addition to the guidelines listed elsewhere in this policy and other board policies or administrative protocol, the superintendent will consider the following when making determinations regarding use of district facilities by non-student groups:

i. The local education association may hold meetings when classes are not in session and staff members are not on duty.

ii. Non-student groups which provide education-related programming and services for students and staff may be given priority of use over other outside groups. The superintendent has sole discretion in determining whether proposed uses relate sufficiently to the district's educational standards and programs.

iii. Non-student groups which provide programming and services for community members and others living within the district may be given priority of use over other outside groups.

b. Denial of access

i. The superintendent may limit or deny access to school buildings, grounds, and activities to any person whom the superintendent deems to be

using the facilities inappropriately and contrary to the district's mission.

ii. Upon determining that a person or group has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the superintendent shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The superintendent may request assistance from law enforcement authorities to remove an offending person from the school grounds. A person who enters school premises in violation of these conditions shall be deemed to be trespassing.

iii. The superintendent shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises.

1. Students, staff, and community members may use or lease school equipment for non-school use only if they have received the prior permission of the superintendent.

2. Proof of Insurance

a. When any non-curriculum related or non-student group utilizes school district facilities, the group submitting the facility use application may be asked to provide proof of insurance up to the current tort claims limits applicable to political subdivision in the State of Nebraska. Currently, those limits are $1,000,000 per person for any number of claims arising out of a single occurrence and $5,000,000 for all claims arising out of a single occurrence.

b. The district may require the non-curriculum related or non-student group to include the district as an additional insured on any such policies and may refuse access to its facilities until proof of satisfaction of this requirement is submitted to the superintendent.

3. No Fees for Admission

a. Non-curriculum related and non-student groups may not charge a fee to participate in or be a spectator at any recreational activity, event, or other such gathering occurring on district grounds unless approved in advance by the superintendent.

b. If the district retains control over the area of the premises in which the

non-curricular and non-student group desires to use, meaning the district provides supervision, staffing, custodial services, or otherwise maintains its control during the group's use of the facilities, the group may not charge a fee for admission under any circumstances.

c. Non-curricular and non-student groups may charge for parking or vehicle entry onto the premises unless otherwise prohibited by the superintendent.

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

3015
Time Away From School Activities

As it is important for students to have some nights free from school activities, school activities will not be scheduled on Wednesday nights or on Sundays without the approval of the superintendent or principal.

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

"Option A"
3016
Smoking

Smoking, including the possession or use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted on school property at any time.

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

3017
Press Releases

Only individuals who have prior administrative approval may issue press releases regarding school-related activities and events. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an ad hoc basis.

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

3018
Denying Access to School Premises or Activities

The school district shall provide access to the district's buildings, grounds and activities to students, parents or guardians of students, and other persons who have legitimate reasons for being on school grounds. The superintendent of schools or his or her designee (referred to herein as the "administrator") may limit or deny access to school buildings, grounds, and activities to any person who:

1. Disrupts the educational environment;
2. Repeatedly fails or refuses to comply with the visitor protocol adopted by each building;
3. Is unreasonably boisterous;
4. Engages in violence, force, coercion, threats, intimidation, or similar conduct;
5. Causes or attempts to cause damage to school property or to the property of any student or school employee;
6. Causes or attempts to cause personal injury to any student, school employee or other person on school grounds or at a school activity on or off school grounds;
7. Uses vulgar, profane, or demeaning language; or
8. Uses fighting words;
9. Poses a danger to the safety and well being of students.

Upon determining that a person has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the administrator shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The administrator may request assistance from law enforcement authorities to remove an offending person from the school grounds.

The administrator shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises. A person who enters school premises in violation of these conditions shall be deemed to be trespassing. The administrator may summon law enforcement authorities to remove the person and request that criminal proceedings be initiated.

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

3019
Sale or Disposal of School Property

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

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

3020
Copyright Compliance

Restrictions on Use and Permission. Copyrighted works such as print, audio, video, software, applications, and other documents or media ("works") may be reproduced or used for educational purposes only when the use of the reproduction is a fair use in compliance with state and federal copyright law or when the written permission or license for such use has been obtained from the copyright holder. A staff member who wishes to use any non-original work must obtain the prior written permission of the building principal. Unless the district has obtained a license for use of a work for its intended educational purpose, no principal shall grant permission for a requested use of a copyrighted work unless the principal has reasonable grounds to believe that it is a fair use under applicable copyright law. Only works requested to be used in the course and scope of employment with the district will be permitted.

Distribution of Copyright Compliance Materials. The district will make information available to staff and students which describes and promotes compliance with copyright laws.

Course Materials Subject to Copyright Protection. The purpose of this provision is to provide notice to all staff, students, and parents that course materials may be subject to copyright protection. No class materials may be used or copied for use outside of the class session or sessions in which the materials are used for educational purposes unless authorized or required by law. No student or staff member may take audio or video recording of any class in which copyrighted materials are used unless authorized or required by law or an applicable educational plan provided under state and federal disability laws. Any such recordings will be kept only long as required to fulfill the purpose of the recording, such as for evaluative purposes, or the applicable retention period required by law.

Copies for Individuals with Disabilities. This policy does not restrict district staff members from reproducing or distributing copies of copyrighted works in a specialized format for use by individuals with disabilities to gain access to the work.

Removal of Unauthorized Copyrighted Works. Upon obtaining knowledge or awareness of an unauthorized use of copyrighted works, the district will take reasonable steps to remove, deny access to, and stop use of any unauthorized copyrighted work stored in the district's

paper or digital files or programs. This includes but is not limited to administrators accessing staff files and equipment for the purpose of physically removing curricular materials or directing staff members to cease using the materials immediately when there has been no license granted or fair use determination made. The superintendent or superintendent's designee may limit or deny access to district materials and programs to students or staff members who engage in violations of this policy or copyright law. The district may require the student or staff member to obtain training on copyright protections and limitations in order to regain access to any such materials or programs.

Violations by Students and Staff. Any staff member who violates this policy will face disciplinary action up to and including the cancellation, nonrenewal, or termination of the employee's employment. Any student who violates this policy may face disciplinary action up to and including expulsion. Individuals who subject the school district to financial penalty for copyright violations may be required to reimburse the district for its costs for such violation.

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

3021
Operation of School Business Office

The central office of the school district shall generally be open for business from 8:00 a.m. to 4:00 p.m. every weekday except for New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and Christmas Day. The office shall generally be open, even on days when school is cancelled due to inclement weather. The Superintendent shall be responsible for ensuring that the central office is appropriately staffed when the district is open for business and shall be responsible for supervising all staff employed in the central office.

*Summer office hours will vary and will be posted annually.

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

3022
Volunteers

Volunteers provide valuable assistance to school district staff and enrich the education program. Community members are encouraged to volunteer their services to the district under the conditions set forth below.

1. Volunteers must provide the district with directory information including their name, address, and telephone number.

2. Upon request by the district, volunteers must promptly execute a Volunteer Services Agreement.

3. The district may, but is not required to, conduct a criminal background check on any volunteer. A potential volunteer who refuses to undergo a background check will not be permitted to volunteer for the district.

4. Volunteers shall not perform the duties of a teacher as that term is defined in Nebraska statutes or regulations.

5. Volunteers do not have any property right in or to a volunteer assignment. The school district may deny or terminate a volunteer assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

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

3023
Record Management and Retention

The school district will comply with all federal record retention requirements, the Nebraska Records Management Act, and with Schedules 10 and 24 of the Nebraska Secretary of State's Records Management Division. These requirements apply to both physical and digital records. When permitted by Schedule 10 and Schedule 24 of the Nebraska Secretary of State's Office, records will be transferred to durable electronic media for long-term storage.

Special Rules Related to Electronic Forms of Communication. Electronically stored information such as e-mail, instant messaging, and other electronic communication are important to the district's overall operation. E-mail and other forms of electronic communication which is subject to retention under the Nebraska Records Management Act may be moved to a storage method other that their original format. Each individual who creates or receives electronic communications that belong to or pertains to the operation of the district is responsible for determining whether and in what format those records must be maintained. Duplicate records may be destroyed at any time prior to the approved retention period. Staff members who are uncertain about whether a record should be retained should consult with their supervising administrator.

Option 1 - use if the district uses subscription Google Apps but has not activated Vault: Due to the nature and volume of forms of electronic communication related to the operation of the district, transitory or multiple copies of electronic communication will be retained with metadata intact for 30 days. After this time, the electronically stored information with metadata intact shall be subject to overwriting or deletion from the district's electronic files and records, except as otherwise required by these polices or state and federal law.

School-affiliated Social Media Posts. Communication on school-affiliated social media accounts are considered short-term communications pursuant to the Records Management Act. As such, they will be retained in their original form on the vendor's system and will not be deleted by the user for at least 6 months. Individuals who are uncertain as to whether a specific social media account is "school-affiliated" should refer to the Board's policy on Staff and District Social Media Use contained elsewhere in these policies.

Special Rules Related to Security Camera Footage. Video footage from security cameras is generally considered working papers under the Records Management Act, and will be overwritten consistent with the district's audio

and video recording policy. Video footage which captures an event of educational or behavioral significance and contains personally-identifiable information will be maintained by the school district pursuant to its policy on student records.

Student Records. The retention of student records is also governed by the board's policy on student records.

Records Regarding Pending or Threatened Litigation. When litigation against the district or its employees is filed or threatened, the district will take all reasonable action to preserve all documents and records that pertain to the issue. When the district is made aware of pending or threatened litigation, a litigation hold directive will be issued by the superintendent or his/her designee. The directive will be given to all persons suspected of having records that may pertain to the potential issues in the litigation. The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

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

3024
Booster Clubs and Parent-Teacher Organizations

Parent-teacher organizations and booster clubs (collectively, "Supporting Entities") promote goodwill throughout the community and strengthen educational programs via parental and community involvement in the district. However, the district's involvement with Supporting Entities may result in negative legal and political consequences.

Supporting Entities are separate entities from the district and board. Therefore, district employees may only participate in a Supporting Entity's activities as a member, officer, or director of the Supporting Entity. District employees may not participate in Supporting Entities in their capacity as a district employee. Further, in-school announcements for Supporting Entity sponsored functions must provide a clear indication that the function is sponsored by the Supporting Entity.

Notwithstanding anything herein to the contrary, an administrator employed by the district may attend the meetings of the Supporting Entity. An administrator who attends Supporting Entity meetings must strongly ***recommend*** that the Supporting Entity adopt the following policies:

(a) The Supporting Entity should legally establish itself as a Nebraska Nonprofit Organization.

(b) The Supporting Entity should require that

i. all checks written out of the Supporting Entity's checking account contain two signatures;

ii. sales slips, receipts, or invoices for every expenditure be provided to the Supporting Entity's treasurer and kept in the Supporting Entity's records; and

iii. bank statements be reviewed and approved by the Supporting Entity treasurer and reconciled by a Supporting Entity officer that does not have check-signing authority.

Supporting Entities may only use the district's facilities for meetings or public activities, and may only use the district's names, logos, or mascots, upon prior written approval of a district administrator.

Adopted on: _____
Revised on: _____

Reviewed on: _____

3025
Returned and Outstanding Checks

Returned Checks. Any individual or entity that writes a check to the school district which is returned due to insufficient funds must reimburse the school district in cash for the amount of the check plus a $30.00 returned check charge. Individuals or entities whose checks are repeatedly returned due to insufficient funds may be prohibited from paying amounts due to the school district via check.

Outstanding Checks. The superintendent will review outstanding checks issued from the school district's accounts. Outstanding checks are those which have not been deposited by the payee within 180 days of issuance. The board authorizes the superintendent or his or her designee to resolve all matters related to outstanding checks, including stopping payment and reissuing checks.

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

3026
Handbooks

The school district's handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. Although the board of education may take action to approve the handbooks annually, the administration has the authority to change the contents of any handbook so long as the changes are consistent with board policy.

None of the district's handbooks creates a "contract" between the school district, staff members, parents or students.

If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

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

3027
Resolution of Conflicts Between Parents Over School Issues

It is in students' best educational interests to have parents work cooperatively with each other and with school personnel regarding their children's education. In certain circumstances, parents disagree with each other regarding their children's education or other issues involved with the school district. Though such disagreements typically occur with separated or divorced parents, this regulation is not limited to those circumstances.

1) Obtaining Records and Conferring with Teachers.

All parents can obtain their children's records and meet with their children's teachers regardless of custody or visitation rights unless a court enters an order otherwise or their parental rights have been terminated. The district will not schedule separate parent-teacher conferences absent extraordinary circumstances.

2) Accessing a Child at School/Picking Up a Child.

School personnel will neither interpret nor enforce court orders governing the relations between separated or divorced parents unless the court order terminates the parental rights of a parent, limits a parent to supervised visitation with minor children or otherwise specifically limits the parent's access to the child at school. In all other circumstances, parents may contact their child while at school or pick a child up from school at any time. School staff are not responsible for enforcing visitation schedules contained in any court order to which the school district is not a party.

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

3028
Sex Offenders

The safety of the students attending school is very important to the board of education. School employees, parents, and students should be aware of dangers posed by sex offenders living within the school district, and should be vigilant in providing protection against these dangers.

The Nebraska Legislature has enacted the Nebraska Sex Offender Registration Act. The Act requires sex offenders to register with the local county sheriff where they reside. The school district may notify staff members, parents, and students of any registered sex offenders residing in the school district. Such notice shall contain information about the availability of further information on the State Patrol's web page, and shall inform the recipient of the prohibition against using the information for any retaliatory purpose against the sex offender, the offender's family, or the offender's employer. Only information deemed non-confidential pursuant to NEB. REV. STAT. §§ 29-4006 and 29-4009 will be disclosed in the aforementioned notification.

The board does not generally permit registered sex offenders on school grounds, at any school sponsored activity, or on any property under the control of the school district. The superintendent or his/her designee is hereby empowered to notify sex offenders of this policy and to grant limited permission to attend certain activities on a case-by-case basis.

Students who are registered sex offenders shall not be precluded from receiving a free education from the school district on that basis. The school district will consider a student's status as a registered sex offender in determining the student's educational placement and program.

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

3029
Distribution of Flyers Advertising Non-School Organization Activities

As students can derive social and educational benefits from activities sponsored by non-school organizations, groups or individuals, the district will distribute flyers advertising activities of non-school organizations that meet the requirements set forth below:

1. The flyer may not contain statements that are obscene, lewd, vulgar, profane; violate federal, state or local laws or regulations; violate board policy; advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health or welfare of students, such as tobacco, alcohol or illegal drugs; incite violence; advocate use of force or urge violation of federal, state or municipal law, district policy or regulations; interfere with or advocate interference with the rights of any individual or the orderly operation of the schools and their programs.

2. The non-school organization must contact the district office to (a) inform the district that it wishes to have flyers distributed to students and (b) obtain a date from the office on which the flyers will be delivered.

3. The non-school organization must provide a sufficient number of copies of the flyer and must deliver them to the district at least three days before the date the flyers are to be distributed.

4. The flyer may not advertise any activity which will take place during instructional time or during school-sponsored activities.

5. The flyer must include a statement explaining that the organization is not affiliated with or endorsed by the district.

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

3030
Automatic External Defibrillator (AED) Program

An automatic external defibrillator (AED) is a portable device used to induce electrical stimulation to the heart muscle in the event of a potential cardiac arrest. The school district has a limited number of AEDs in its facilities. The location of the AEDs will be determined by the AED Program Coordinator in consultation with members of the school district administration and the local fire/EMS department. The presence of AEDs in certain locations in selected district buildings does not imply that AEDs will generally be available in all locations or in all district buildings. Likewise, the district does not make any promise, express or implied, that a trained staff member will be available to operate the AED in the event of a potential cardiac arrest.

1. Equipment

Equipment shall be an automated external defibrillator in working condition that meets standards established by the Federal Food and Drug Administration and is in compliance with the manufacturer's maintenance schedule. Gifts, grants and donations, including in-kind donations, designated for obtaining an automated external defibrillator, or for inspection, maintenance or training in the use of an automated external defibrillator will be accepted and placed into a special district account to assist in obtaining and maintaining AEDs.

When the school acquires an AED it will notify the local emergency medical service of the existence, location, and type of the AED, and will notify EMS of any change in the location of such defibrillator. If an AED is located in a bus or other school vehicle, only the primary site where the vehicle or object is located will be reported to EMS.

2. Program Coordinator
    a. The School District's AED Program Coordinator is the superintendent of schools

    b. The Program Coordinator shall:

        - Consult with the school's administration and the medical advisor to develop a written protocol for the use of AEDs, and post such protocol near each AED
        - Select employees for AED training

- Arrange for appropriate training of anticipated users at least annually
- Maintain a training schedule that includes the names of those trained and dates both of current training and dates for recertification.
- Check equipment according to the manufacturer's guidelines and take appropriate action in the event of any variance or need
- Maintain on file a specification sheet on each approved AED model
- Monitor the effectiveness of this system
- Communicate with medical director on issues related to medical emergency response program including post-event reviews
- Coordinate with the local fire department and police department
- Take appropriate steps after an AED event, including sharing of data with appropriate medical and EMS personnel, cleaning, replacing or recharging components of the AED as appropriate.

3. Medical Oversight
    a. The medical advisor of the AED program is the school nurse.
    b. The medical advisor has ongoing responsibility for:

- Providing medical direction for use of AEDs
- Writing a prescription for AEDs
- Reviewing and approving guidelines for emergency procedures related to use of AEDs and cardiopulmonary resuscitation
- Evaluation of post-event review forms and digital files downloaded from the AED

4. Volunteer Responders

   Anyone may, at their discretion, provide voluntary assistance to victims of medical emergencies. The extent to which these individuals respond shall be appropriate to their training and experience, and may include CPR, AED or medical first aid.

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

3031
Students Electing to Attend School in Adjoining State

The board shall deny applications of students seeking to attend school in an adjoining state. The board shall make an exceptions to this policy only upon a showing by the student's family that (1) the student will suffer extreme and unusual harm if not allowed to attend school in an adjoining state; or (2) the district's financial circumstances will be unaffected by the out-of-state transfer.

This policy shall not apply to out-of-state placements of students with verified disabilities by their Individualized Education Plan Teams.

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

3032
Copying Fees for School District Records

Requests for copies of school district records shall be subject to applicable copying fees. No fee shall be charged for providing a copy of a student or public record if a specific law or regulation requires the copy to be provided without charge.

Student Records. Students and their parents or guardians shall not be charged any fee to inspect and review the student's files or records. Students and their parents or guardians who desire a copy of the student's files or records shall pay the reasonable cost of reproduction as follows:

- Black and white letter or legal-sized photocopies: No charge for the first ___ copies; ___ cents for each copied page thereafter.
- Computer data printouts: No charge for the first ___ pages; ___ cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Students and their parents or guardians **shall not be charged any fee**:

- To search for or retrieve any student's files or records.
- For a copy of a student's Individualized Education Plan (IEP).
- For copy of the special education evaluation report and the documentation of determination of eligibility for special education services upon completion of the administration of assessments and other evaluation measures.
- If the fee effectively prevents the parents from exercising their right to inspect and review student records.

Student Records – Transfer School. A copy of the student's files or records, including academic material and any disciplinary material relating to any suspension or expulsion shall be provided at no charge, upon request, to any public or private school to which the student transfers.

Public Records. Individuals requesting copies of public records shall pay the actual added cost of making the copies available.

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.

- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.
- The actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first four hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first four hours.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first ___ copies; ___ cents for each copied page thereafter.
- Computer data printouts: No charge for the first ___ pages; ___ cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Deposit. The school district may require a deposit before providing copies of student or public records if the estimated cost to fulfill the request exceeds fifty dollars.

Waiver. Documents may be furnished without charge or at a reduced charge where the district determines that waiver or reduction is in the public interest.

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

3033
Lending Textbooks to Children Enrolled in Private Schools

The school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.

The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 15th prior to the school year for which the application is made. The application shall include: the number of applications received; the number of textbooks requested; the number of textbooks needed to be purchased to fill the requests; the purchase price of the textbooks needed to be purchased which may include up to 5% of the cost to defray administrative expense; the title, purchase price, and number requested of each textbook including any shipping or handling charges; and if applicable the amount of carryover funds remaining from the previous year, amount of funds on hand from sale of unused textbooks, and amount of funds on hand from reimbursements for damaged textbook.

Textbooks which have not been requested for three consecutive years may be classified as unused and disposed of by sale or otherwise.

On or before November 15th, the district shall prepare a list of textbooks that are designated for use in the district during the current year and a list of new textbooks designated for use the following school year. The lists shall be kept current and in a place where they may be viewed during regular business hours. The district shall maintain a separate inventory of textbooks purchased for the use of private school children residing in the district.

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15th prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of school when and where the textbooks will be available. It shall make

textbooks available to parents or guardians on or before August 15th. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

Parents and guardians shall sign a receipt on the form prescribed by the Department of Education when they pick up the textbooks and shall return the textbooks that can be returned no later than 15 days after the district's last day of class. The district shall assess the returned textbooks for damage beyond normal wear and tear. The parent or guardian who signed the receipt is responsible for paying the reasonable cost of the repair or replacement of any book that is damaged, lost, stolen, or not returned.

The school district shall limit the loan each year to ten textbooks per student for students in grades K-6 and to eight textbooks per student for students in grades 7-12.

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

3034
DISBURSEMENTS

Notwithstanding any provision of any other policy, facsimile signatures of board members may be used to sign any warrant, check, or other instrument drawn upon bank depository funds of the district, and a person or persons delegated by the board may sign and validate all warrants, checks, and other instruments drawn upon bank depository funds of the district.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3035
Chain of Command – District Administration

The superintendent shall be in control of all school district operations except as provided by another policy or as otherwise provided by law. Following is the administrative chain of command working from the lowest level on the chain upward.

Student Discipline:	1. Classroom Teacher 2. Principal/Assistant Principal 3. Superintendent
Instruction or Curriculum:	1. Teacher 2. Principal/Curriculum Director 3. Superintendent
Transportation:	1. Bus Driver 2. Principal/Assistant Principal 3. Superintendent
Facilities, Grounds, or Maintenance:	1. Custodial staff 2. Head custodian 3. Principal 4. Superintendent
Policy or Handbook:	1. Principal 2. Superintendent
Athletics:	1. Coach 2. Athletic/Activities Director 3. Principal 4. Superintendent
Personnel:	1. Employee in question 2. Principal 3. Superintendent
All Other Matters	ilding Principal perintendent

Absent extraordinary circumstances, each matter must be addressed at whatever level the initial action occurred. If the matter is not resolved, the individual may raise it with the next person on the chain of command. This

policy does not supersede any individual's right to contact Board members directly. However, whenever a matter is brought directly to the Board as a whole or to a Board member as an individual, it will be referred to the appropriate individual in the chain of command for study and resolution. The most effective means of initial communication is a personal conference, e-mail, or telephone conversation. E-mail addresses and phone numbers can be found on the school district's website.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3036
Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board shall determine the type of purchasing card or cards to be used in the program and shall contract with a third-party provider as provided by law.

Authorized Purchases*.* Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and other authorized expenditures. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee.

Unauthorized Purchases. In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

Authorized Users. Individuals holding the following titles may be assigned an individual purchasing card: Superintendent, Principal or Bookkeeper. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school shall also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

Documentation. Employees seeking reimbursement for a purchasing card purchase shall submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district.

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently

suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account shall be immediately closed and he or she shall return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase shall reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

Reward Points or Rebates. Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

Purchase Review Procedures. The superintendent, or his or her designee, shall conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided in this policy or as otherwise allowed by law.

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

3037
Petty Cash

The elementary school, middle school, high school, and school district office each shall have a petty cash fund for the purchase of materials, supplies, services, or other school related goods and services in circumstances requiring immediate payment.

Fund Custodians. The individuals holding the following employment positions shall be the custodians of each petty cash fund and shall administer and be responsible for them:

Elementary School:	District Administrators and Secretarial Staff
Middle School:	District Administrators and Secretarial Staff
High School:	District Administrators and Secretarial Staff
District Office:	District Administrators and Secretarial Staff

Petty fund disbursements may only be made with the authorization of the petty cash fund custodian or the superintendent.

Documentation. All petty cash fund disbursements are to be supported by an itemized receipt or other sufficient evidence that documents the expenditure. The itemized receipt or supporting documentation shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district. Expenses will be assigned to the proper budget account.

Unauthorized Purchases. In no event shall the petty cash fund be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

Purchase Review Procedures. The superintendent, or his or her designee, and the school district treasurer shall conduct independent reviews of petty cash fund expenditures on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the

attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with petty cash fund documentation that includes a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided by board policy or as otherwise allowed by law.

Reconciliation and Closeout. Each petty cash fund will be reconciled by the school district treasurer and closed out at the end of the fiscal year (June 30th). The petty cash fund will be reestablished by the board of education at its July meeting or at such other meeting as determined by the board.

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

3039

Threat Assessment and Response

Option 2: Superintendent as Primary Investigator and Decision-Maker

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

1. Obligation to Report threatening Statements or Behaviors.

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

2. Threat Assessment Investigation and Response

All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to the superintendent. Upon receipt of an initial report of any threat, the superintendent will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by

law and in cooperation with law enforcement), and any other investigatory methods that the superintendent determines to be reasonable and useful. The superintendent must confer with at least on member of the school's guidance counseling staff as part of his/her investigation.

At the conclusion of the investigation, the superintendent will determine what, if any, response to the threat is appropriate. The superintendent is authorized to disclose the results of his/her investigation to law enforcement and to the target(s) of any threatened acts. The superintendent may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of his/her investigation to the student's individualized education plan team.

3. Communication with the Public about Reported Threats

To the extent possible, the team will keep members of the school community informed about possible threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, and communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence if that individual is a minor.

4. Coordination with the Crisis Team After Resolution of Threat

The superintendent will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School's Safety Plan.

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

3040
School Safety and Security

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

I. General Safety and Security

a. NDE Rubric

The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.

b. School Hours

i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.

ii. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.

c. Access to School Facilities

i. The school's facilities may not be used for funeral or memorial services during the school day.

ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

d. Memorials

Option 1:

i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief

for students. Therefore, memorials may not be displayed anywhere on school premises.

ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

II. Superintendent's Duties Related to Safety and Security

a. Appointment of Crisis Team

The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include representatives from the following groups on the crisis team:

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

b. Compliance with Fire and Safety Codes

The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.

c. Annual Safety Audits

The Superintendent will arrange for the performance of an annual safety audits using an external consultants utilizing

the standardized audit protocol adopted by the Nebraska Department of Education.

d. Mutual Aid Agreements

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

III. Building Principals' Duties Related to Safety and Security

a. Positive and Safe Learning Environment

Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.

Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.

Each building principal shall ensure that staff complete the required suicide prevention training as required by board policy.

Each building principal shall require staff to engage in active supervision of students at all times

b. Visitor Protocol.

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for

possible exclusion from school facilities pursuant to board policy.

c. Emergency Drills

Each building principal must ensure that the following drills are conducted in his/her building:

i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.

ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.

iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

Each building principal must also conduct any non-required drills recommended by crisis team.

Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

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

3041

Crisis Team Duties

The crisis team is responsible for planning for the safety and security of the school, staff, and students. The teams will respond to and manage any safety or security incident that occurs in the school setting or which has the potential to disrupt the orderly operation of the school system.

1. Membership on and Chair of Team

The superintendent will appoint members to serve on the crisis team.

If the superintendent does not serve on the crisis team personally, he/she shall appoint an individual to serve as the chair of the crisis team. The chair of the crisis team shall have the responsibility of scheduling crisis team meetings, documenting crisis team actions and reporting to the board at least annually on the district's All-Hazard School Safety Plan and other activities of the crisis team.

2. Meetings of the Crisis Team

The crisis team will meet at least twice annually with representatives from local law enforcement and local fire and rescue personnel. At these meetings, the team will coordinate with local agencies to prepare for and communicate about a variety or real world scenarios.

The crisis team will meet at such additional times as necessary to fulfill the duties given to it pursuant to this policy.

3. School Self-Assessment

The crisis steam shall conduct the self-assessment created by the Nebraska Department of Education as part of its School Safety and Security Standards. This assessment shall be conducted for each school building. The team shall report the results of this self-assessment to the superintendent and to the board of education.

Either the superintendent or the chair of the safety committee will also report the results of the self-assessment to the Nebraska Department of Education.

4. All-Hazard School Safety Plan

The crisis team will create an All-Hazard School Safety Plan. The plan must be customized to the needs of each of the school district's buildings. The plan must include all of the components required by the School Safety and Security Standards adopted by the Nebraska Department of Education, and shall meet at least the minimum indicators set by those Standards.

The crisis team shall share a copy of the district's All-Hazard School Safety Plan with local authorities and first responders.

The chair of the crisis team shall provide a copy of the district's All-Hazard School Safety Plan to the NDE Security Assessor at least one-week prior to the assessor's scheduled visit to the district.

5. Standard Response Protocol (SRP)

Crisis team shall be knowledgeable about the Standard Response Protocol promoted by the "I love u guys" Foundation.

The crisis team will coordinate with members of the administrative team to arrange for all students, employees and other individuals who routinely use the district's facilities to receive SRP training and guidance.

The crisis team will assess the need for SRP to be implemented at off campus locations where students may be present for school activities.

The crisis team will confer with individuals knowledgeable about students, staff or patrons who may have special needs in order for those individuals to be able to understand and implement the SRP.

6. Consultation With Building Principals

The crisis team shall confer with the principal of each building within the district to ensure that visible signage is present in each building which meets the needs of local emergency responders

The crisis team will review the utility of non-required drills in light of the needs and unique circumstances present within each building within the district. Non-required drills recommended by NDE include lock-down, lock out, evacuation, shelter and reunification process. The crisis team will consult with building principals to review both required and non-required drills.

7. Consultation with Threat Assessment Team

The crisis team will consult with members of the threat assessment team to determine if the district's All-Hazard School Safety Plan has been appropriately implemented and if it should be modified or updated.

8. Review of Training

The crisis team shall review the training which the school system provides for specified employees in required areas to comply with local, state, and federal regulations.

The crisis team shall also review any non-required training which could be provided to appropriate staff to increase the safety and security of the school district and its students, staff and patrons. If the team believes such non-required training would be beneficial, it shall recommend to the superintendent that the training be provided to the identified staff member at district expense.

9. Communication with School Community and Stakeholders

The crisis team will work continuously to improve communication with the school community and relevant stakeholders. This communication shall include, but not be limited to, the communication strategies and protocols identified in the district's All-Hazard School Safety Plan.

10. Communication with the Board of Education

The crisis team will report to the board at least annually on its activities. This report may be included as part of the superintendent's report at a regular board meeting.

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.

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 Wilcox-Hildreth Public Schools.

Procedures.

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

    A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of

Education. The request for proposals shall contain, at a minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the contract;

2. Policies adopted by the school district pursuant to the Act;

3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;

4. Any bonds and insurance required by law or as may be additionally required by the school district;

5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;

6. The criteria for evaluation of proposals and the relative weight of each criterion; and

7. A description of any other information which the school district chooses to require.

2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.

3. Procedures for evaluating requests for proposals submitted to

the school district by a construction manager shall include the following:

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

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

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

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

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

(4) The quality of performance on previous projects **(up to thirty percent)**;

(5) The ability of the construction manager to perform

within the time specified **(up to thirty percent)**;

(6) The previous and existing compliance of the construction manager with laws relating to the contract **(up to ten percent)**; and

(7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

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

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

4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:

A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.

B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.

C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.

D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.

E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.

F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.

5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:

A. Definitions.

(1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.

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

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

shall include as a minimum the following:

(1) The name and address of the interested party;

(2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;

(3) A detailed statement of reasons for the protest;

(4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and

(5) The action(s) the protestor desires the school district to take to resolve the protest.

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

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

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

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

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

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

Adopted on: _____
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.

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 Wilcox-Hildreth Public Schools.

6. NEARA means the Nebraska Engineers and Architects Regulation Act.

7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under a DB Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

9. Proposal means an offer in response to a Request For Proposals ("RFP") by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.

10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.

11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.

12. Superintendent means the District's Superintendent of Schools.

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

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

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

(1) A general description of the Design-Build project;
(2) Directions regarding how interested persons or organizations can apply for consideration by the District;
(3) The date by which persons or organizations must submit their applications; and

(4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.

B. To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.

C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.

E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.

F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and

complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.

H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.

K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.

M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

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

A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:

(1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
(2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
(3) Be sent by first-class mail to any Design-Builder upon request.

B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.

C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least

two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.

D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

3. Procedures for the preparation and content of RFPs.

A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:

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

(8) The criteria for evaluation of Proposals and the relative weight of each criterion;

(9) A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;

(10) A requirement that the Design-Builder agree to the following conditions:

(i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;

(ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;

(iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;

(iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and

(v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and

(11) Other information the District chooses to require.

B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:

(1) Published in a newspaper of general circulation within the District;
(2) Filed with the Department; and
(3) Sent by first-class mail to the prequalified Design-Builders only.

4. Procedures for preparing and submitting Proposals.

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

5. Procedures for evaluating Proposals.

A. The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design-Builders.

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

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

(1) The financial resources of the design-builder to complete the project **(up to ten percent)**;

(2) The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;

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

(4) The quality of performance on previous projects **(up to thirty percent)**;

(5) The ability of the design-builder to perform within the time specified **(up to thirty percent)**;

(6) The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and

(7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

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

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

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

A. The District may attempt to negotiate a DB Contract with the highest ranked Design-Builder selected by the Board and may enter into a DB Contract after negotiations.

B. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.

C. If the District is unable to negotiate a satisfactory DB Contract with the highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a DB Contract with that Design-Builder after negotiations.

D. If the District is unable to negotiate a satisfactory DB Contract with the second highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a DB Contract with that Design-Builder after negotiations.

E. If the District is unable to negotiate a satisfactory DB Contract with any of the ranked Design-Builders, it may either revise the RFP and solicit new Proposals or cancel the design-build process.

F. If the District is able to negotiate a satisfactory contract with a design-builder, the District shall file a copy of all design-build contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the design-builder shall file a copy of all contract modifications and change orders with the State Department of Education.

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

A. Definitions.

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

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

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

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

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

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

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

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

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

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

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

3044
Incidental or De Minimis Use of Public Resources

The board prohibits its members and employees from using public resources for personal or political purposes as prohibited in the Nebraska Political Accountability and Disclosure Act ("Act"). However, the board recognizes that incidental or de minimis uses of public resources are sometimes necessary and within reason. The purpose of this policy is to comply with the Act and to authorize certain uses of public resources as permitted by the Act.

The following uses of public resources are permitted as incidental or de minimis:

- Limited communications with family members or other non-district employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, with interference determined in the sole and unfettered discretion of an employee's supervising administrator;
- Traveling to or from the person's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervising administrator, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the person cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the district's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Any other uses contained in the collective bargaining agreement or individual contract of the employee;
- Other uses by employees authorized by the superintendent or superintendent's designee. The board intends to allow the superintendent to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act; and
- Other uses by the superintendent or board members authorized by the board president. The board intends to allow the board president to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act

All uses pursuant to this policy must be (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. It is the responsibility of each board member or employee to account for their own tax liability, and the district will not indemnify or account for any personal use of public resources by the board member or employee.

All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

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

3045
Use of Sniffer Dogs

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.

2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.

3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.

4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.

5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.

6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.

7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer

dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.

9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

NOTICE TO STUDENTS AND STAFF

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.

2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.

3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.

4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

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

3046
Service Animals

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy.

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

Service Animal. A "service animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks ***do not*** include the crime deterrent effects of an animal´s presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. ***See also***, Miniature Horses below.

School District Inquiries. School officials ***may*** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do ***unless*** the answers to these inquiries are readily apparent. School officials ***may not*** ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.

Procedural Requirements. The following requirements must be satisfied ***before*** a service animal will be allowed in school buildings or on school grounds:

> **Request.** A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used.
>
> **Health and Vaccination.** The service animal must be in good health and immunized against diseases common to that type of animal. The owner or handler of the animal must submit proof of current licensure

from the local licensing authority and proof of the service animal's current vaccinations and immunizations from a licensed veterinarian.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

Control. A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

Exclusion or Removal from School. A service animal may be excluded from school property and buildings if a school administrator determines that:

(1) A handler does not have control of the service animal;
(2) The service animal is not housebroken;
(3) The service animal presents a direct and immediate threat to others in the school; or
(4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

Allergic Reactions. If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

Supervision and Care of Service Animals. The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible

for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

Extra Charges. The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

Damage to School Property and Injuries. The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

Miniature Horses. Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

(1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
(2) Whether the handler has sufficient control of the miniature horse;
(3) Whether the miniature horse is housebroken; and
(4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

Service Animal in Training. This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

Denial of Access and Grievance. If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

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

3047
Data Breach Response

I. Preparation

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. The district will implement and maintain reasonable security procedures and practices that are appropriate to the nature and sensitivity of the personal information handled by the district. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

A. Data Governance

The superintendent, or their designee, will create an annually updated data directory that will include:

1. Computing devices purchased by the district,

2. Software that is installed on district devices,

3. Staff members with access to district devices,

4. Staff members with active usernames and passwords for any district software.

B. New Devices and Software

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.

2. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that

personal information has been or will be used for an unauthorized purpose.

3. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

B. Notification of Effected Individuals

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.

2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

C. Notification of Law Enforcement and Outside Organizations

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.

2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.

3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

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

3048
Communicable Disease

The school district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases.

Communicable Diseases. Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis.

School Attendance and Participation in School Sponsored Activities. A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSAA) events will be subject to its rules and procedures, if any.

Infection and Exposure Control Procedures/Universal Precautions. The district will monitor the information available through the Federal Centers for Disease Control, the Nebraska Department of Health and Human Services, and the Occupational Safety and Health Administration. This policy and any procedures, universal precautions, or exposure control plan will be modified, if appropriate, based upon the best new medical information provided by the above sources.

The superintendent will take appropriate measures if there is an epidemic or outbreak of a communicable disease which may include, but it's not limited to, the emergency exclusion or alternative placement of students or the closure of a school building or the entire school district.

Confidentiality. The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need-to-know" basis. If it is necessary to inform a person of another's condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure. In addition, any communication about a student's

communicable disease shall be consistent with that student's IEP or Section 504 Plan, if any.

Staff Training. Staff will receive training regarding communicable diseases and the requirements of this policy and any adopted procedures as part of the training received under the Workplace Injury Prevention and Safety Committee policy.

Reporting. School staff who learn that an individual has a communicable disease will report it to the proper authority as required by Title 173 Nebraska Administrative Code Chapter 1

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

3049
Drones and Unmanned Aircraft

Drones, Unmanned Aircraft Systems, and any other such vehicles ("drones"), which are not operated for purposes of district programs or activities, may not be operated on or above district property without the prior written permission of the superintendent or designee. Any authorized use of drones must comply with all state and federal regulations governing the operation of drones, including FAA regulations.

Drones owned by the district or operated on or above district property with permission must be operated:

1. In compliance with this policy and all other district policies;
2. Only outside the school building(s) in the area authorized or designated by the superintendent or designee;
3. Under the direct supervision of an individual fully trained and skilled in the system's operation;
4. By an individual with the requisite skill and training to safely operate the drone; and
5. Consistent with any other limitations imposed by the superintendent or designee.

Any monitoring or recording of picture, video, or audio by a drone must have the prior written permission of the superintendent or designee and comply with all board policies governing recordings, data, and records.

Any unauthorized use of a drone is strictly prohibited. Devices used in a manner that does not comply with this policy or applicable state and federal law may be confiscated and the operator may be subject to discipline, civil liability, or criminal liability.

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

3050
Technology in the Classroom

I. In General

The district desires to use technology in a way that aides in the education of students. New devices and applications offer a number of helpful tools that can improve the student experience and increase learning. Many of these devices and applications also create concerns about student privacy. It is the goal of the district to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

II. Devices

A. Non-district issued electronic devices may be used in the classroom, under supervision of a staff member. Teachers who wish to bring a device into the classroom on a regular or permanent basis, should inform the principal before deploying the device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be used in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.

2. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that uses "listen-in" functionality must have that function disabled while the student using the device is in a district classroom. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

3. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use. The district may at any time direct that a teacher discontinue use of a given device.

B. Any classroom recordings made by a staff member will be made pursuant to district policy.

III. Applications

A. School as Agent. The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.

B. District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.

C. Staff-Selected Applications.

1. Staff are permitted to select applications for use in the classroom.

2. Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

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

5014
Homeless Students

1. General Policy. The District will provide tuition free education for homeless children and youth who are in the district and accord them the educational rights and legal protections provided by state and federal law. Homeless children and youth shall not be stigmatized or segregated on the basis of their status as homeless and shall have access to the same services offered to other students. It is the intent of this policy to remove barriers to the enrollment and retention of homeless children and youth in the District.

2. Homeless Liaison. The District's homeless liaison is the building administration and/or the guidance counselor Students in homeless situations who require assistance should contact the liaison at (308) 478-5265 or in person at 404 East Sapp Street, Wilcox, NE. The liaison's responsibilities include:

a. Ensuring homeless children and youth are identified through coordination with the Nebraska Department of Education, community groups, and other school personnel;
b. Receiving training regarding state and federal law governing homeless children and youth;
c. Ensuring homeless children and youth and their families are referred to appropriate health care, housing, and other relevant service providers and programs available in the community;
d. Assisting other District personnel to work with homeless children and youth and their families on regular attendance, participation in programs and activities of the District, and completing academic work to meet academic standards of the District;
e. Assisting homeless children and youth and working with other District employees to prepare for and improve college readiness, including assistance with applications, selection, financial aid, and status verification for purposes of the Free Application for Federal Student Aid; and
f. Carrying out other aspects of this policy.

3. Definitions

a. "Homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence and includes:

i. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship,

or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

ii. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

iii. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

iv. Migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

b. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an act of Congress or by state law.

c. "Child" and "youth" refers to persons who, if they were children of residents of the District, would be entitled to a free education.

d. The term "unaccompanied youth" shall mean a homeless child or youth not in the physical custody of a parent or guardian.

e. "School of origin" means the school that the child or youth attended when permanently housed, or the school in which the child or youth was last enrolled.

4. School Stability and Enrollment. Generally, the District presumes that keeping a homeless child or youth in their school of origin is in the child's best interest unless it is contrary to a request of the child's parent, guardian, or in the case of an unaccompanied youth, the youth. The District will also consider factors including, but not limited to: the impact of mobility on achievement, education, health, and safety of the child.

5. Strategies to Address Enrollment Delays. In order to address enrollment delays resulting from homelessness, the school district shall immediately enroll homeless students even if they are unable to produce records normally required for enrollment such as immunization and medical records, residency documents, birth certificates, school records, or other documentation, or guardianship documents. The school district shall

immediately contact the school last attended by the student to obtain academic and other records. The school district's homeless liaison shall assist in obtaining necessary immunizations, or immunization or medical records.

6. **Transportation.** Transportation shall be provided to homeless students to the extent required by law and comparable to that provided to students who are not homeless. At the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), transportation shall be provided to and from the school of origin as follows:

a. If the homeless child or youth continues to live in the area served by the school district, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the school district.

b. If the homeless child's or youth's living arrangements in the area served by the school district terminate and the child or youth, though continuing his or her education in the school district, begins living in an area served by another school district, the school district and the new school district in which the homeless child or youth is living shall negotiate to agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school district. If the districts are unable to agree, the responsibility and cost for transportation shall be shared equally.

7. **Records**. The District will maintain and respond to requests for enrollment records for homeless children or youth consistent with its record policies and state and federal record laws. Any information about a homeless child's or youth's living situation shall be treated as a confidential education record and shall not be deemed directory information.

8. **Dispute Process.** If a dispute arises over school selection or enrollment in a school:

a. The child or youth shall be admitted immediately to the school in which enrollment is sought, pending resolution of the dispute;

b. The child, youth, parent, or guardian shall be referred to the district's homeless liaison who shall carry out the dispute resolution process within (30) thirty calendar days after

receiving notice of the dispute;

c. The parent or guardian of the child or youth or, in the case of an unaccompanied youth, the youth, shall be provided with a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or unaccompanied youth to appeal the decision within (30) thirty calendar days of the time such complaint or dispute is brought.

d. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in the school in which enrollment is sought pending resolution of the dispute.

9. Appeal Process

a. **Nebraska Department of Education.** If the Complainant is not satisfied with the written decision of the District after the dispute resolution process, the Complainant may appeal the decision of the District to the Commissioner of the Nebraska Department of Education within (30) thirty calendar days of receipt of the decision from the District, pursuant to Nebraska Department of Education Rule 19.

b. **State Board of Education**. If the Complainant is not satisfied with the decision of the Commissioner, the Complainant may file a Petition with the State Board of Education within (30) thirty calendar days of the receipt of the decision of the Commissioner pursuant to Nebraska Department of Education Rule 19.

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

SECRETARIAL	17-18 Rate	18-19 proposed
Rogene Hinrichs	$35,500.00	**$40,000.00**
Michelle	15.12	**$15.60**
Julie	12.46	**$12.85**
Substitute		**$10.00**
CUSTODIAN		
Wayne Schepler	17.94	**$18.00**
Carla Wilson	13.57	**$14.30**
Tracy Carr	11.66	**$12.00**
Ryan Jurgens	16.47	**$16.95**
Todd Bebensee	12.26	**$12.70**
Substitute		**$11.00**
KITCHEN		
Patti Roads	13.39	**$13.80**
Tanice Twohig	12.22	**$12.60**
Wonda Dodson	11.49	**$11.85**
Lieb	9.79	**$10.10**
Wiese	9.79	**$10.10**
Substitute		**$10.00**
PARAS		
Beginning Pay		**$11.00**
Beginning Pay		**$11.00**
Amanda Twehou	10.00	**$11.25**
Lindsey Robinso	11.60	**$12.20**
Julie Ehlers	11.57	**$12.25**
Mindy Nutter	10.30	**$11.25**
Misti Casper	10.30	**$11.25**
Substitute		**$10.00**

Wilcox-Hildreth Public School
Transportation Pay Schedule
2018-2019

		2016-2017	2017-2018	2018-2019
BUS ROUTES				
A. Bus Route	Per route	$33.00	$34.00	$35.00
B. Van Route	Per route	$30.00	$31.00	$31.00
C. Shuttle Route	Per route	$19.00	$20.00	$20.00
DAY ACTIVITY TRIPS				
D. If the bus driver is a regular rte driver and will miss a rte. that day	First hour	$32.00	$34.00	$35.00
	Per hour after	$12.00	$13.00	$13.50
E. If the bus driver is not contracted as a route driver, sponsor or coach	Per hour	$12.50	$13.00	$13.50
F. If the bus driver is contracted as a sponsor or coach they will be paid for driving time only	Per hour	$12.50	$13.00	$13.50
G. If the bus driver is a certificated staff member not contracted as a sponsor or coach they will be paid for driving time only on days school is in session	Per hour	$12.00	$13.00	$13.50
H. Small vehicle routes or errands, including Special Ed routes	Per hour	$12.00	$13.00	$13.50
OVERNIGHT ACTIVITY TRIPS				
I. If the bus driver is not contracted as a sponsor or coach	Per hour	$12.00	$13.00	$13.50
	Maximum pay	$100.00	$100.00	$100.00
J. If the bus driver is contracted as a sponsor or coach they will be paid for driving time only	Per hour	$12.00	$13.00	$13.50
	Maximum pay	$50.00 – Van $65.00 - Bus	$50.00 $65.00	$50.00 - Van $65.00 - Bus
OTHER				
K. Driver meals reimbursed with receipts signed, dated and turned in				

- Driving a VAN or PICKUP will not be paid without prior administrative approval
- Mileage for use of personal car for school use must have prior administrative approval and will be reimbursed at the rate set by NDE
- All claims for Transportation pay and mileage reimbursement must be approved by the Superintendent
- All claims for the current year must be submitted before the beginning of the next school year

WILKINS
ARCHITECTURE | DESIGN | PLANNING

AGREEMENT BETWEEN OWNER AND ARCHITECT for PROFESSIONAL SERVICES

This AGREEMENT made and entered into this Tenth day of July, 2018, by and between Kearney County School District 50-0001 A/K/A Wilcox-Hildreth Public Schools (OWNER) and Wilkins Architecture Design Planning, L.L.C. (WilkinsADP), Kearney, Nebraska (ARCHITECT).

SCOPE OF WORK

ARCHITECT agrees to provide professional architectural programming, planning and facility (including professional engineer's inspection and opinion) evaluation services to study various scenarios/options that may include the following:

OPTION A – Upgrade the Hildreth school building and convert it into a PK-5/6 school. Renovate the entire Wilcox building and add a new gym (either competition or practice) + locker rooms and convert it into a grades 7-12 building. Exact scope of renovations at both buildings to be determined.

OPTION B – At existing Wilcox school site construct an addition consisting of new classrooms, new administration/entry, commons/kitchen and competition gym with locker rooms. Preserve only existing competition gym which would be converted into the practice gym and preserve the music room and gym lobby. Existing ag building would also remain as would the bus barn located just south of the track. Everything remaining would be torn down. The use and/or fate of the Hildreth school building would be determined at a later date.

OPTION C – Provide cost estimate only, NO concept plans for a brand new PK-12 school on an undetermined site located between Wilcox and Hildreth.

Exact scope will be determined during the facilities study. This contract is for a study only and does not include producing bidding documents or documents for construction. A separate agreement would be drafted for such services. All cost estimates to be provided by BD Construction, Inc./Kearney.

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COMPENSATION

For this Scope of Work, the fee shall be a fixed lump sum of $15,000.00. Reimbursables such as mileage to and from Wilcox or Hildreth, and printing, will be charged in addition to the fee amount. Rates for any additional services requested by the OWNER, beyond the Scope of Work, will be charged at an hourly rate of $175.00 for Senior Principal (Jeff, Scott), $150 for Principal (Jacob, Kali), $125.00 for Professional (Joanell, Wes, Josh, John, Patrick, Jillian, Teresa, Caitlin, Sergei), $100.00 for Technical (Rod, Hannah, Interns) and $75.00 for Professional Support (Kaylee).

LIMITATION OF LIABILITY

ARCHITECT'S total liability to all parties affected by this project shall be limited to the compensation noted above.

TERMINATION

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

OWNER Wilcox-Hildreth Public Schools

_____ Date_____

ARCHITECT Wilkins Hinrichs Stober Architects, L.L.C.

_____ Date 7/13/2018

Popple Construction

1110 Sheridan St
Holdrege, NE 68949

Estimate

Date	Estimate #
7/10/2018	57

Name / Address
WILCOX SCHOOL

Project

Description	Qty	Rate	Total
CONCRETE FOR 30X70 BUILDING 4 INCHES THICK		3,288.00	3,288.00
LABOR POURING AND FINISHING FLOOR		4,200.00	4,200.00
TRENCHING AND POURING FOOTING		2,400.00	2,400.00
CONCRETE FOR FOOTINGS		1,351.50	1,351.50
REBAR FOR FOOTINGS		357.50	357.50
WE WILL USE GRAVEL THAT IS MOVED FOR DIRT WORK ON THE BUILDING, IF ADDITIONAL GRAVEL IS NEEDED IT WILL BE ADDED TO FINAL INVOICE			
		Total	$11,597.00

Phone #	E-mail
3089918200	poppleconstruction@gmail.com

Popple Construction

1110 Sheridan St
Holdrege, NE 68949

Estimate

Date	Estimate #
6/20/2018	47

Name / Address
WILCOX SCHOOL

Project

Description	Qty	Rate	Total
CONCRETE FOR 36,925 SQ FT PARKING LOT		73,572.00	73,572.00
LABOR FOR POURING PARKING LOT		66,465.00	66,465.00
CONCRETE AND LABOR FOR CURB		8,805.00	8,805.00
EXPANSION JOINT		1,150.00	1,150.00
REBAR		850.00	850.00
LABOR AND SAW BLADES FOR CUTTING PARKING LOT		2,500.00	2,500.00
PAINTING PARKING STALLS AND TAR		6,500.00	6,500.00
WE WILL USE GRAVEL THAT IS IN PARKING LOT FOR FILL GRAVEL, IF THAT IS NOT ENOUGH, ANY EXTRA GRAVEL WILL BE ADDED TO FINAL BILL			
		Total	$159,842.00

Phone #	E-mail
3089918200	poppleconstruction@gmail.com

Popple Construction

1110 Sheridan St
Holdrege, NE 68949

Estimate

Date	Estimate #
7/10/2018	56

Name / Address
WILCOX SCHOOL

Project

Description	Qty	Rate	Total
CONCRETE AND LABOR FOR CURB AND GUTTER ON EAST SIDE OF PARKING LOT		8,805.00	8,805.00
CONCRETE FOR SIDEWALK IN BETWEEN CURBS		2,466.00	2,466.00
LABOR POURING SIDEWALK		2,508.00	2,508.00
EXPANSION JOINT FOR SIDEWALK		275.00	275.00
		Total	$14,054.00

Phone #	E-mail
3089918200	poppleconstruction@gmail.com

OSTGREN CONSTRUCTION CO., INC.
2701 23RD AVENUE
HOLDREGE NE 68949
308-995-8088

BID

DATE 7-3-2018
CUSTOMER'S NAME Wilcox-Hildreth Public School

WORK DESCRIPTON: Remove Side Walk, grade for Green house South of Ag Building - Stockpile gravel and remove material approximately 8 Inches for Concrete parking lot.

TOTAL PRICE $ 23360 ^00

FURTHER STIPULATIONS: CONTRACTOR WILL NOT BE RESPONSIBLE FOR DAMAGE TO ANY UNDERGROUND PIPE OR CABLE UNLESS HEREWITH LISTED BY CUSTOMER.
LOCATIONS OF BURIED CABLE OR PIPE: _____

PAYMENT DUE ON COMPLETION OF WORK.

IF WEATHER, IRRIGATING OR UNFORESEEN CONDITIONS SHOULD NOT PERMIT IMMEDIATE COMPLETION OF JOBS AS SCHEDULED, THE CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF COMPLETED WORK AT THAT TIME.

_____
CUSTOMER

Daralel Ostgren
OSTGREN CONSTRUCTION CO.,

Wilcox-Hildreth Public Schools
Monthly Board Notes
Prepared for the Wilcox-Hildreth Public Schools Board of Education

July 16, 2018

To: Wilcox-Hildreth Board of Education
From: Carl Dietz, Superintendent

DISCUSSION ITEMS-

Superintendent's Report:

A. FINANCES
- ❖ 72% of the budget is spent compared to July 2017, 57%. (92% of the year complete).
- ❖ General Fund Cash Balance on June 30 was $4,480,624 compared to $4,.0 million last year, and approximately $2.8 million two years ago. Right now we could be close to having about $3.7 million in cash balance at the end of the fiscal year. This compares to $3.1 million last year and $2.4 two years ago.
- ❖ Through July 2018 we have spent $3,789,969 compared to approximately $3.7 million last year, $4.0 million two years ago and approximately $3.7 million three years ago.
- ❖ Payroll this month was considerably higher due to the payout of approximately $64,000 to Jim Preston. Total payroll for 2017-18 is projected to be approximately $3.1 million compared to $2.8 million last year. Payroll during the 2013-14 fiscal year was about $3.6 million.
- ❖ Our expenditures should be about $4.2 million this fiscal year. This is a slight increase from what I projected previously due to the payment of Mr. Preston and payment of some of the renovations around campus.

B. BUILDINGS AND GROUNDS:
- ❖ New carpet has been placed in many of the classrooms and hallways, ceiling tiles are being replaced in the main front entry to the gym, and the tree removal project is complete now. The floor raising project in the art room and preschool room should be completed soon.
- ❖ Bids are here for the parking lot.

C. OTHER:
- ❖ Laptop computers are here!