Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, July 19, 2021
Conference Room - Wilcox - 8:00 PM

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Open Student Fees Hearing (Policy #5045). As per Nebraska Rev. Stat. 79-2-134

4. Open Parent Involvement Hearing (Policy #5018) as per Nebraska Rev. Stat. 79-533, and review the District Title I Parent and Family Engagement Policy #5057.

5. Consent Agenda

   5.A. Approval of Agenda

   5.B. Approval of minutes of Regular June 21, 2021 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 board policy updates to policy numbers 2005, 3001, 3003, 3003.1, 3004.1, 3042, 3043, 5063, 6036.

7.B. Discuss, Consider and take all necessary action to approve the employee handbook for the 2021-2022 school year.

7.C. Discuss, Consider and take all necessary action to approve the student handbook for the 2021-2022 school year.

7.D. Discuss, consider and take all necessary action to approve the following resolution:

- *BE IT RESOLVED BY THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 50-0001 IN THE STATE OF NEBRASKA AS FOLLOWS:*
- *Section 1. The Board of Education (the "Board") hereby makes the following findings and determinations:*
- *(a) Parents and guardians are the primary educators of their own children, especially in matters of faith and morals, including sex education; and*
- *(b) The school district is to support and assist the education of children, not to replace the parent; and*
- *(c) The Nebraska Department of Education has proposed Health Education Standards which could infringe on parents' role as primary educators of their own children; and*
- *(d) Parents in this District have voiced their concerns over some of the proposed Standards, making it clear that they do not intend to relinquish their role as primary educators of their own children; and*
- *(e) Parents who support some or all of the proposed Health Education Standards have every right and every opportunity to avail themselves of any and all educational material necessary to educate their own children in a manner consistent with the proposed Health Education Standards from the Nebraska Department of Education, and their right and ability to do so is not*

adversely affected by this District's decision to decline the adoption of the proposed Health Education Standards.

- *Section 2. The Board hereby directs and determines that the District will not adopt or utilize the Health Education Standards proposed by the Nebraska Department of Education. The District will make its own determinations regarding the content of its health education curriculum.*

- *Section 3. At such time as the Nebraska Department of Education removes all content which promotes ideological positions on human sexuality, the District will consider the adoption of new Health Education Standards.*

- *RESOLVED on this 19th day of July, 2021*

8. Discussion Items

8.A. Reopening plan

8.B. 11 Month walkthrough for the west addition

8.C. 2021-2022 Preliminary Budget

8.D. ESSER III Funding and possible uses for expenditures.

9. Administrator Report

9.A. Superintendent Report

9.B. Principal Report

10. Next Board Meeting: Monday, August 16, 2021 at 8:00 P.M. in the Wilcox Conference Room.

11. Adjourn

Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, June 21, 2021 ~ 8:00 PM
Posting Locations:
Minden Courier Posting Date 6/9/21
Franklin Chronicle Posting Date 6/9/21
Conference Room - Wilcox
404 Sapp Street
Wilcox, NE 68982-0190

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Consent Agenda

Motion by Kert Hansen, seconded by Ryan Knaus, to approve the consent agenda. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea
Yea: 6, Nay: 0

3.A. Approval of Agenda

3.B. Approval of minutes of Regular May 17, 2021 Board Meeting

3.C. Approval of Claims

3.D. Financial Report

4. Visitors and communication from the public

Visitors in attendance: Julie Tarr, Latricia Nitchie, Melanie Gardels, Kelsie Gardels, Teresa Carey, Merlyn and Pat Bartels, Jessica Harold, Jennifer Kinerk. Several visitors voiced their

concerns on the Nebraska Department of Education Health Standards being proposed. Julie Tarr (WH Early Childhood Community Coordinator) informed board regarding the C4K Grant-Cultivating Kids and the need of childcare in the Hildreth and Wilcox Communities. Several visitors also inquired about the repairs to the baby pool and possible options to the baby pool being re-opened.

5. Action Items

5.A. Discuss, Consider and take all necessary action to approve the resignation of Marjorie Damit-Og.

Motion by Ryan Knaus, seconded by Gary Jensen, to approve the resignation of Marjorie Damitog. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea
Yea: 6, Nay: 0

5.B. Discuss, Consider and take all necessary action to approve the resignation of Kaylie Soneson.

Motion by Kert Hansen, seconded by John Donley, to approve the resignation of Kaylie Soneson. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea
Yea: 6, Nay: 0

5.C. Discuss, Consider and take all necessary action to approve the teaching contract of Cassandra Pokorney.

Motion by Alan Casper, seconded by Ryan Knaus, to approve the teaching contract of Cassandra Pokorney. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea
Yea: 6, Nay: 0

5.D. Discuss, Consider and take all necessary action to approve non-certified wages for the 2021-2022 academic year.

Motion by Ryan Knaus, seconded by Alan Casper, to approve non-certified wages for the 2021-2022 academic year as presented. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea
Yea: 6, Nay: 0

6. Discussion Items

6.A. Discuss compliance with the Nebraska Game and Parks grant to operate and maintain the Wilcox pool facilities.

Options for correcting the compliance standards for Nebraska Game and Parks:

1. Repair the baby pool with a stand-alone filtration system. The estimated cost of repairs is $42,000.
2. Repair the baby pool by fixing the piping to the current filtration system. Cost estimates are not available yet.
3. Work with the National Park Service to change the facility use agreement and close the baby pool indefinitely.
4. Work with the National Park Service to close all of the Wilcox pool facilities indefinitely, and change the public use agreement to operate a different type of public area other than a pool.
5. Work with the Village of Wilcox and the Nebraska Game and Parks to have the Village of Wilcox operate and maintain the Wilcox pool.
6. Work with the Village of Wilcox to contribute funds to repair the baby pool in Wilcox.

7. Administrator Report

7.A. Superintendent Report

Superintendent Patterson Reported on:

1. School Finances
2. Summer Projects
3. Water Intrusion in the Wilcox building
4. Wilcox Baby pool

7.B. Principal Report

Principal Simmons' sent the following report to the board:

"Summer projects happening"
*PBIS/MTSS team spent time in training on June 17 to learn positive behavior strategies in the classroom (which will be shared with all staff throughout the year)
*MTSS team will be in a 2-day training June 28-29 to learn how to use the EduCLIMBER program in order to help the district track academic and behavior data more efficiently
*Admin team is working on fine-tuning the mentor program by creating a more efficient laid-out handbook for the new teachers.

Principal Lovin:

Summer activities
eSports

8. Next Board Meeting: 8:00 P.M. Monday, July 19, 2021 in the Wilcox Conference Room.

9. Adjourn

Motion by Kert Hansen, seconded by John Donley, to Adjourn meeting at 9:14 p.m.. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea
Yea: 6, Nay: 0

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
Black Hills Energy	4456237296-0025	613 Nelson Street	40.62
Black Hills Energy	4694971507-0025	102 N Stockton Street	876.36
Black Hills Energy	5673345098-0024	208 Stockton Street	0.00
Black Hills Energy	8027394935-0026	404 E Sapp Street	0.00
Total Black Hills Energy			916.98
Builders How To Warehouse	1317609-0001	Painting Supplies/Roof Supplies	136.69
Total Builders How To Warehouse			136.69
Canon Financial Services, Inc.	26728169-0001	Meter Usage	1,437.75
Canon Financial Services, Inc.	27050197-0001	Copy Machine Lease Payment	936.79
Total Canon Financial Services, Inc.			2,374.54
Carey, Alyssa	Alyssa1	A. Carey Promotional Materials Reimb.	504.57
Total Carey, Alyssa			504.57
Classic Spa & Tub Co.	191006-1	Biogard Pool Supplies	653.76
Classic Spa & Tub Co.	191006-2	BioGuard Pool Supplies	521.96
Classic Spa & Tub Co.	191367-1	Chlorine	46.78
Classic Spa & Tub Co.	191529-1	BioGuard Pool Supplies	58.97
Classic Spa & Tub Co.	192002-1	Pool Supplies	77.39
Classic Spa & Tub Co.	192136-1	Pool Supplies-Phosphate Remover/Bioguard	1,798.94
Classic Spa & Tub Co.	192236-1	Chlorine	23.39
Total Classic Spa & Tub Co.			3,181.19
Cobra-Midwest	1095	Pool Supplies	418.60
Total Cobra-Midwest			418.60
Cooperative Producers Inc	June 2021 Fuel	Fuel	689.48
Total Cooperative Producers Inc			689.48
DAS State Accounting-Central Finance	1275754	Interregional Fee June 2021	232.49
Total DAS State Accounting-Central Finance			232.49
Double D Cleaners	WIL6032021	Band Uniform Cleaning	414.30
Total Double D Cleaners			414.30
Durable Service	16328	A/C Repair Wilcox Site	77.70
Total Durable Service			77.70
Eakes Office Solutions	8271874-0	Name Plates-Hildreth Site	78.76
Total Eakes Office Solutions			78.76
Esu #10	JuneSpedServices	June Deaf Ed/Sped Services	213.50
Total Esu #10			213.50
ESU #11	3953	Workshops/ServerProject/IXL	4,333.24
Total ESU #11			4,333.24
ESU Coordinating Council	COOP001739	Swank Movie License	285.00
ESU Coordinating Council	coop001739-2	Swank Movie License	285.00
ESU Coordinating Council	COOP001808	Worldbook Subscription	130.20

Vendor Name	Invoice Number	Description	Amount
Total ESU Coordinating Council			700.20
Follett School Solutions, Inc.	317850	Library Books	41.98
Follett School Solutions, Inc.	317867	Library Books	74.25
Total Follett School Solutions, Inc.			116.23
Fritz's Market	June2021 Invoices	Summer School Supplies	16.13
Total Fritz's Market			16.13
Frontier	3081880193-0025	Hildreth Site Phone Charges	428.58
Total Frontier			428.58
Great Plains Communications	50365-0016	Telephone Wilcox Site	335.21
Total Great Plains Communications			335.21
Home Depot Pro , The	621715002	Vinyl Numbers/Stencils	33.48
Home Depot Pro , The	622004299	Vinyl Numbers	19.95
Home Depot Pro , The	62255539	Vinyl Numbers	49.85
Home Depot Pro , The	622837714	Vinyl Numbers	19.95
Home Depot Pro , The	624747713	Bluedef Diesel Exhaust Fluid	349.92
Home Depot Pro , The	625424601	Shop Supplies/Faimon	103.27
Home Depot Pro , The	625439906	IA Supplies/Faimon	91.14
Home Depot Pro , The	625440318	IA Shop Supplies/Faimon	209.95
Home Depot Pro , The	625443924	IA Shop Supplies/Faimon	233.13
Home Depot Pro , The	625619911	IA Shop Supplies/Faimon	340.10
Home Depot Pro , The	625620539	IA Supplies/Faimon	184.07
Home Depot Pro , The	625899489	Paint-Faimon	13.55
Home Depot Pro , The	626754204	Custodial Supplies-Rug	367.95
Total Home Depot Pro , The			2,016.31
Houghton-Mifflin-Harcourt	955249689	Saxon Math 2 32 Student Refills	1,424.01
Total Houghton-Mifflin-Harcourt			1,424.01
JourneyEd.com, Inc.	10427756	Order placed through NE ESUCC Marketplac	500.00
Total JourneyEd.com, Inc.			500.00
Kearney Daily Hub	OnlineSubWilcoxSite	Newspaper Subscription	119.88
Total Kearney Daily Hub			119.88
Kearney Winnelson Co.	353817-01-0001	Pool Drinking Fountain Supplies	130.37
Total Kearney Winnelson Co.			130.37
KSB School Law	10319	2021 Annual Policy Update/Emails/Reviews	4,534.00
Total KSB School Law			4,534.00
Lovin, Shannon	CellPhoneA-0019	Monthly Cell Phone Allowance	50.00
Total Lovin, Shannon			50.00
Menards - Kearney	20581	Paint Supplies - Hildreth	162.72
Menards - Kearney	21279	Building Supplies	83.72
Total Menards - Kearney			246.44

Vendor Name	Invoice Number	Description	Amount
Minden Courier	JuneInvoices	BOE Meeting Notice/Minutes	49.77
Total Minden Courier			49.77
Nebraska Central Equipment Inc	0163938-IN-0001	Bus 18 Supplies	225.87
Total Nebraska Central Equipment Inc			225.87
Nova Fitness Equipment	45666	Weight Room Equipment	5,494.73
Total Nova Fitness Equipment			5,494.73
NRCSA	Mem 206	21-22 Membership Dues	850.00
Total NRCSA			850.00
Pearson Education Inc	14576338	aimsweb plus for K-6 students	624.00
Total Pearson Education Inc			624.00
Presto-X Company	2945737	Monthly Pest Control	65.00
Total Presto-X Company			65.00
Scholastic Classroom Magazines	M7107736	Grade 1 Scholastic News	117.81
Scholastic Classroom Magazines	M7107737	Scholastic Classroom Magazine	124.36
Scholastic Classroom Magazines	M7107744	Scholastic Classroom Magazines/Grade 2	78.54
Total Scholastic Classroom Magazines			320.71
School Health Corporation	3928473-00	Health Supplies	144.66
Total School Health Corporation			144.66
Simmons, Kelly	PhoneAllow-0019	Monthly Cell Phone Allowance	50.00
Total Simmons, Kelly			50.00
Software Unlimited, Inc	20210531-149	Software Unlimited Annual Fee	10,195.00
Total Software Unlimited, Inc			10,195.00
Staples Advantage	8062542954	Bandaids	43.42
Total Staples Advantage			43.42
Sterling West	2529	Black Plastic Border timbers with stake	1,224.00
Total Sterling West			1,224.00
Student Assurance Services Inc	21-22 Stud-0001	Student Accident Insurance 21-22	565.00
Total Student Assurance Services Inc			565.00
Svoboda's True Value	C217565	Swimming Pool Supplies	50.91
Svoboda's True Value	C218479	Swimming Pool Supplies	21.16
Svoboda's True Value	C218847	Swimming Pool Supplies	53.94
Total Svoboda's True Value			126.01
Tarr, Julie	9	June ECCC Contract Hours	490.00
Tarr, Julie	9-June	June phone/internet Stipend/Promotional	3,612.22
Total Tarr, Julie			4,102.22
Town & Country Service	22831	#9 Service	45.13
Town & Country Service	22846	#9 Chev.Repair	159.67
Total Town & Country Service			204.80

Vendor Name	Invoice Number	Description	Amount
Twohig, Tanice	4/14/21 FirstAide	First Aide Box Supplies-Reimb.	12.64
Total Twohig, Tanice			12.64
Verizon Business	VerizonBus-0005	Verizon Business Wilcox Site	72.91
Total Verizon Business			72.91
Verizon Wireless	HotSpots-0005	Portable Verizon Hotspots	90.12
Total Verizon Wireless			90.12
Village Of Hildreth	099-0015	Upper Elem. School Building Utilities	1,589.92
Village Of Hildreth	100-0015	WH Upper Elem. - Bus	7.72
Village Of Hildreth	249A FB Fi-0015	Football Field	134.83
Village Of Hildreth	80	Advertising Fee for Village Web Page	75.00
Total Village Of Hildreth			1,807.47
Village Of Wilcox	10600-0019	102 N Stockton	2,727.80
Village Of Wilcox	15500-0019	105 North Stockton/Pole in Parking Lot	5.35
Village Of Wilcox	23000-0019	102 North Stockton	124.25
Village Of Wilcox	23400-0010	Water-102 N. Stockton	764.59
Village Of Wilcox	23700-0019	308 East Sapp Street	242.72
Village Of Wilcox	24300-0019	Wilcox Site Water	78.52
Village Of Wilcox	24400-0019	102 North Stockton	55.00
Village Of Wilcox	24500-0019	Wilcox Site	388.60
Village Of Wilcox	24700-0019	Wilcox Site	657.42
Village Of Wilcox	25600-0019	208 N Stockton Street	30.15
Total Village Of Wilcox			5,074.40
VISA	HildrethVisaJuly2021	Custodial Supplies - Hildreth Site	32.60
VISA	HinrichsJuly21CC	Hinrichs-CC Charges	1,534.70
VISA	PattersonJuly2021CC	Fuel for Van	46.41
VISA	WHSchoolJulyInvoices	Music,Athletics,Business,SeniorScholars,	118.54
Total VISA			1,732.25
Weissert Hardwood Flooring	235	Wilcox Gym Refinish	4,906.50
Weissert Hardwood Flooring	236	Hildreth Gym Floor	1,232.25
Weissert Hardwood Flooring	237	Wilcox Site-South Gym	1,562.50
Total Weissert Hardwood Flooring			7,701.25
Windstream	011650478 -0013	Hildreth Supt Line	6.83
Total Windstream			6.83
Woodward's Disposal Seervice	DocumentDe-0006	Document Destruction	20.00
Total Woodward's Disposal Seervice			20.00
Yanda's Music And Pro Audio	530385	Clarinets School Instrument Repair	33.10
Yanda's Music And Pro Audio	530386	Alto Sax Repair-School Instrument	28.50
Yanda's Music And Pro Audio	530389	Clarinet Case-School Instrument	60.00
Yanda's Music And Pro Audio	530390	Cornet Repair-School Instrument	63.75
Yanda's Music And Pro Audio	530409	Trumpet Repair-School Instrument	54.00
Yanda's Music And Pro Audio	530443	Trumpet Repair-School Instrument	63.50
Yanda's Music And Pro Audio	530445	Baritone Repair-School Instrument	66.34
Yanda's Music And Pro Audio	530449	Baritone Repair-School Instrument	90.00
Yanda's Music And Pro Audio	530476	Trombone Repair-School Instrument	41.25

Vendor Name	Invoice Number	Description	Amount
Total Yanda's Music And Pro Audio			500.44
Fund Number 01			65,492.90
Checking Account ID 1			65,492.90

GENERAL FUND

	6/1/21
County Receipts	$277,847.24
Motor Vehicle Taxes	$8,169.89
Local License Fees	
Interest Earned	$2,866.98
Other Local Receipts	
County Fines & Licenses	$604.47
Homestead Exemption	$2,261.31
Other County Sources	
High Ability Learners	
State Aid	$2,621.00
SPED Programs	$51,082.00
State Apportionment	
Pers. Prop Tax Credit	$621.45
Property Tax Relief	$4,865.90
Pro Rata Motor Vehicles	
In Lieu of Taxes	$254.93
Medicaid	$1,144.92
Title I	$7,885.00
Title IIA	$7,461.00
Title IV	$10,000.00
IDEA Base (611)	
IDEA Base (619)	
Misc Receipts	$2,190.51
Grant-C4K	$385.00
Cares Grant	
Reap Grant	
U.S. Fish & Wildlife	
Lunch Tax/Retire	$1,633.30
After School Program	
TOTAL RECEIPTS	**$381,894.90**

Instructional Services-1100	$164,523.30
SPED Service-1200	$33,478.20
Summer School-1300	$8.28
Student Support Service-2100	$13,242.14
Support Services - Staff 2200	$18,123.28
Executive Admin/Superin-2300	$16,609.03
Principal-2400	$23,287.25
Business-2500	$9,244.18
Operation-Maintenance-2600	$45,116.14
Regular Transportation-2700	$14,495.66
Community Service -3300	$2,576.27
Grants 3400/3500	$2,021.00
Architech & Engineering-4300	$3,378.28
Federal Funds/Title I	$7,965.99
Federal Funds/IDEA	$44,865.32
Federal Funds/Carl Perkins	$450.30
Deb Serivices-5000	
Emerg. Relief-ESSER-6900	
Transfers-8000	
TOTAL EXPENDITURES:	**$399,384.62**

ACCOUNT BALANCES:	**30-Jun-21**
Depreciation	$277,375.60
General	$1,493,373.54
Lunch	$27,847.73
ADA	$53,390.97
Building (Hildreth)	Closed
Employee Benefit	$6,169.38
HS Activity	$430,423.97
MS Activity (Closed)	Closed
Gen Fund Clearing	$5,155.14
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$8,572.87
URM Fund	$6,317.71
Falcon Team Account	$1,034.45
Special Building Fund	$752,073.60
Total Funds	**$3,061,734.96**

~~DEPRECIATION FUND BREAKDOWN:~~

Charter Reimb	$0.00
Transportation	$18,977.48
Building	$144,031.65
Track	$0.00
Interest	$9,072.51
Computer Hardware	$105,293.96
TCD	$20,000.00
Total:	**$297,375.60**

GENERAL FUND BANK RECONCILIATION:

Bank Balance as of June 30, 2021	$1,506,818.05
Outstanding Checks:	$13,444.51
Ending Balance:	**$1,493,373.54**

Report Date 7/1/2021

GENERAL FUND

6/1/20	
County Receipts	$462,156.74
Motor Vehicle Taxes	$5,218.84
Local License Fees	
Interest Earned	$4,269.83
Other Local Receipts	
County Fines & Licenses	$774.64
Homestead Exemption	$2,568.49
Other County Sources	
High Ability Learners	
State Aid	$2,544.00
SPED Programs	$34,865.00
State Apportionment	
Pers. Prop Tax Credit	
Property Tax Relief	$41,023.56
Pro Rata Motor Vehicles	$812.16
In Lieu of Taxes	$223.27
Medicaid	$636.07
Title I	
Title IIA	
Title IV	
IDEA Base	
IDEA Base Part B-2	
Misc Receipts	
Grant	$4,300.00
Distance Learning	
Reap Grant	
U.S. Fish & Wildlife	$1,259.88
Lunch Tax/Retire	$2,533.92
After School Program	
TOTAL RECEIPTS	**$563,186.40**

Instructional Services	$152,260.55
SPED Service	$30,187.92
Student Support Service	$20,514.69
Support Services - Staff 220	$14,447.27
Board of Education	$506.97
Executive Administration	$13,612.88
Principal	$20,624.29
Business	$13,866.59
Operation-Maintenance	$38,863.58
Regular Transportation	$10,057.08
IDEA	$38,642.94
Title I	$8,398.72
Community Service (Pool)	$1,687.62
State Categorical Programs	
Federal Funds	
HAL/Distance Learning	$1,921.17
Architech & Engineering	
Building Impr-4700	$67,255.76
Debt Services-5000	
Non-Program/Transfers	
TOTAL EXPENDITURES:	**$432,848.03**

ACCOUNT BALANCES:	**30-Jun-20**
Depreciation	$700,419.17
General	$2,207,883.76
Lunch	$33,737.43
ADA	$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	$6,129.40
HS Activity	$364,301.83
MS Activity (Closed)	$0.00
Gen Fund Clearing	$5,368.62
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$7,032.17
URM Fund	$6,867.76
Falcon Team Account	$1,034.45
Special Building Fund	$1,069,285.97
Total Funds	**$4,402,588.47**

DEPRECIATION FUND BREAKDOWN:

Charter Reimb	$122,123.38
Transportation	$181,394.48
Building	$85,389.97
Track	$83,223.69
Interest	$84,605.70
Computer Hardware	$143,681.95
TCD	$20,000.00
Total:	**$720,419.17**

GENERAL FUND BANK RECONCILIATION:

Bank Balance as of June 30,	$2,251,661.18
Outstanding Checks:	$43,777.42
Ending Balance:	**$2,207,883.76**

Report Date 7/1/2020

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	**Monthly Category Expenses:**																
2			**Bdgt 20-21**	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	**$2,416,800**	$160,797	$155,433	$155,293	$157,461	$151,924	$154,419	$146,974	$157,150	$160,672	$164,523	$159,957			$2,416,800
4	1200's	SPED	**$493,200**	$31,158	$36,458	$37,560	$40,478	$31,992	$32,884	$43,197	$39,195	$38,616	$33,851	$18,240			$493,200
5	1300's	Summer School	**$8,000**										$8	$4,177			$8,000
6	2100's	Sup Ser Pupils	**$219,650**	$14,354	$12,593	$11,484	$12,551	$11,477	$11,471	$11,470	$11,580	$12,143	$13,462	$11,727			$219,650
7	2200's	Sup Ser Staff	**$337,700**	$14,537	$22,546	$16,529	$15,143	$14,655	$14,680	$14,493	$14,642	$15,760	$18,123	$14,859			$337,700
8	2310's	Board	**$45,100**	$122	$4,328	$108	$1,348	$5,478	$2,844	$594	$709	$451	$771	$219			$45,100
9	2320's	Exec Admin	**$195,280**	$13,716	$16,779	$13,694	$16,064	$13,719	$13,490	$13,586	$13,502	$15,722	$14,324	$21,034			$195,280
10	2400's	Principal	**$318,150**	$24,002	$23,097	$24,760	$23,650	$23,904	$23,023	$22,548	$23,848	$23,533	$24,801	$20,679			$318,150
11	2500's	Super/Business	**$199,300**	$8,661	$16,001	$21,603	$22,553	$9,535	$9,716	$9,787	$12,533	$15,586	$9,177	$22,868			$199,300
12	2600's	Main & Oper	**$923,900**	$43,712	$55,180	$36,730	$61,270	$41,197	$52,066	$53,177	$58,114	$39,496	$45,116	$42,497			$923,900
13	2700's	Reg Trans	**$378,970**	$13,605	$19,041	$20,326	$23,868	$16,170	$17,139	$18,466	$20,598	$20,125	$14,496	$1,640			$378,970
14	2712's	SPED Trans	**$2,350**														$2,350
15	3000's	HAL & Community	**$48,200**	$1,224	$355	$895	$1,571	$390	$6,824	$1,248	$1,401	$2,457	$2,792	$14,141			$48,200
16	3500's	State Categorical	**$13,200**				$1,805	$5,965			$50		$1,805				$13,200
17	4000's	Architecture/Engin	**$25,000**	$224,736	$104,721								$3,378				$25,000
18	6000's	Federal	**$298,200**	$15,940	$10,717	$6,909	$70,066		$5,836	$47,785	$6,409	$112,605	$52,689	$7,416			$298,200
19	5000's	Debt Services															
20	8000's	Transfers	**$92,000**				$20,000		$20,000								$92,000
21	9000's	Non-Program															
22																	
23	Total		**$6,015,000**	$566,563	$477,248	$345,890	$467,828	$326,406	$364,390	$383,324	$359,731	$457,167	$399,318	$339,453	$0	$0	$6,015,000
24																	
25	**Total Monthly Expenses:**																
26	General		**$5,175,050**	$519,466	$325,352	$301,422	$355,479	$288,449	$325,670	$292,342	$314,077	$305,945	$307,586	$309,621	$0	$3,645,409	$1,529,641
27	SPED		**$495,550**	$31,158	$36,458	$37,560	$40,478	$31,992	$32,884	$43,197	$39,195	$38,616	$33,851	$18,240	$0	$383,628	$111,922
28	Federal		**$298,200**	$15,940	$10,717	$6,909	$70,066	$0	$5,836	$47,785	$6,409	$112,605	$52,689	$7,416	$0	$336,372	-$38,172
29	Total		**$5,968,800**	$566,563	$372,527	$345,890	$466,023	$320,441	$364,390	$383,324	$359,681	$457,167	$394,126	$335,277	$0	$4,365,409	$1,603,391
30																	
31	**Total Yearly Expenses:**																
32	General		**$5,083,050**	$519,466	$844,818	$1,146,240	$1,501,719	$1,790,168	$2,115,838	$2,408,180	$2,722,257	$3,028,202	$3,335,788	$3,645,409	$3,645,409	$3,645,409	$1,437,641
33	SPED		**$495,550**	$31,158	$67,616	$105,175	$145,653	$177,645	$210,529	$253,726	$292,921	$331,537	$365,389	$383,628	$383,628	$383,628	$111,922
34	Federal		**$298,200**	$15,940	$26,657	$33,565	$103,631	$103,631	$109,467	$157,252	$163,661	$276,267	$328,956	$336,372	$336,372	$336,372	-$38,172
35	Total		**$5,876,800**	$566,563	$939,090	$1,284,980	$1,751,003	$2,071,444	$2,435,834	$2,819,158	$3,178,839	$3,636,006	$4,030,132	$4,365,409	$4,365,409	$4,365,409	$1,511,391
36																	
37	**Total Unencumbered:**																
38	General		**$5,175,050**	$4,655,584	$4,330,232	$4,028,810	$3,673,331	$3,384,882	$3,059,213	$2,766,870	$2,452,793	$2,146,848	$1,839,262	$1,529,641	$1,529,641		
39	SPED		**$495,550**	$464,392	$427,934	$390,375	$349,897	$317,905	$285,021	$241,824	$202,629	$164,013	$130,161	$111,922	$111,922		
40	Federal		**$298,200**	$282,260	$271,543	$264,635	$194,569	$194,569	$188,733	$140,948	$134,539	$21,934	-$30,756	-$38,172	-$38,172		
41	Total		**$5,968,800**	$5,402,237	$5,029,710	$4,683,820	$4,217,797	$3,897,356	$3,532,966	$3,149,642	$2,789,961	$2,332,794	$1,938,668	$1,603,391	$1,603,391		
42																	
43	Gen Budget Avg Spend Down			$4,743,968	$4,312,369	$3,881,288	$3,449,688	$3,018,607	$2,587,525	$2,156,443	$1,724,844	$1,293,763	$862,681	$431,082	$0		
44	Total Budget Avg Spend Down			$5,513,951	$5,012,300	$4,511,250	$4,009,599	$3,508,550	$3,007,500	$2,506,451	$2,004,800	$1,503,750	$1,002,701	$501,050	$0		

2005
Conflict of Interest

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

1. Definitions. For purposes of this policy:

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

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

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

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

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

2. Contracts with the School District.

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

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

b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.

c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her parent, spouse, or child has a business association with the business involved in the contract or will receive a payment, fee, or commission as a result of the contract.

d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:

(1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;

(2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and

(3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

3. Contracts with Board Member’s Immediate Family.

    a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:

        (1) All district employees.

        (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

4. Employing Members of the Immediate Family.

    a. A board member may recommend for employment or supervise the employment of an immediate family member if:

        (1) The board member does not abuse his or her position.

        (2) Abuse of official position shall include, but not be limited to, employing an immediate family member:

            (i) who is not qualified for and able to perform the duties of the position;

            (ii) for any unreasonably high salary;

            (iii) who is not required to perform the duties of the position.

        (3) The board makes a reasonable solicitation and consideration of applications for employment.

        (4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.

        (5) The board approves the employment or supervisory position.

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

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

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

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

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

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

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

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

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

6. Conflict of Interest Relating to Campaigning or Political Issues

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

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

b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.

c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.

d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.

(1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.

(2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

7. Conflict of Interest Statement

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

(1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;

(2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and

(3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.

b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

8. Recordkeeping

a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:

(1) The names of the contracting parties.

(2) The nature of the interest of the board member in question.

(3) The date that the contract was approved.

(4) The amount of the contract.

(5) The basic terms of the contract.

b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

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

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

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

I. Applicability of the Policy

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

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

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

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

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

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

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

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

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

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

B. Construction Projects with an estimated cost of between $109,000 and $249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an

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

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

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

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

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

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

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

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

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

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

5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on

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

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

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

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

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Full and Open Competition

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

D. Debarment and Suspension

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

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

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

2. Maintenance of Construction Records for Projects Financed with Federal Funds

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

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

VI. Conflict of Interest and Code of Conduct

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

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

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

VII. Financial Management

A. Identification.

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

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

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

G. Allowability of Costs

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

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

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

VIII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

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

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

I. Applicability of this policy.

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

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

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

A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than $109,000.
B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than $109,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

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

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

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

C. Advertising for Bids

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

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

D. Bid Documents

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

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

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

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

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

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

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

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

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

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

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

3004.1
Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

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

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

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

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

3. Purchases Over $250,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

4. Noncompetitive Proposals (Sole Sourcing)

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

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

1) The item is available only from a single source;

2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or

4) After solicitation of a number of sources, competition is determined inadequate.

b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.

c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds $250,000.

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

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

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

3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

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

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

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

B. Inventory Procedure

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

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

C. Inventory Records

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

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

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

D. Physical Inventory

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

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

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

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

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

V. Financial Management

A. Identification.

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

G. Allowability of Costs

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

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

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

VI. Other Contract Matters.

A. Required Terms

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

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

C. Record Keeping

1. Record Retention

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

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

3042
Construction Management at Risk Contracts

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

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

Definitions. For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;

2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;

3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;

4. Request for proposals means the documentation by which a school district solicits proposals; and

5. School district means _____ Public Schools.

Procedures.

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

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

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

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

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

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

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

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

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

2. Procedures for the preparation and submission of proposals by the

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

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

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

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

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

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

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

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

to thirty percent);

(5) The ability of the construction manager to perform within the time specified **(up to thirty percent)**;

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

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

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

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

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

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

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

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

C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked

construction manager and may enter into a construction management at risk contract after negotiations.

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

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

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

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

A. Definitions.

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

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

B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent

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

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

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

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

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

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

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

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

Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening 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. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

Definitions. For purposes of this policy:

1. Board means the District's Board of Education.

2. Department means the Nebraska Department of Education.

3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.

4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.

5. District means _____ Public Schools.

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

7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under

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

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

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

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

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

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

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

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

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

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

(2) Directions regarding how interested persons or organizations can apply for consideration by the District;
(3) The date by which persons or organizations must submit their applications; and
(4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.

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

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

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

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

F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

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

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

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

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

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

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

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

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

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

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

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

C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.

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

3. Procedures for the preparation and content of RFPs.

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

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

(7) Any bonds or insurance required by law or as may be additionally required by the District;

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

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

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

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

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

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

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

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

(11) Other information the District chooses to require.

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

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

4. Procedures for preparing and submitting Proposals.

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

5. Procedures for evaluating Proposals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Definitions.

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

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

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

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

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

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

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

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

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

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

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

5063
Audio and Video Recording

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

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

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

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

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

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

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

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

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

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

6036
Reading Instruction and Intervention Services

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

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

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

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

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

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

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

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

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

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

The supplemental reading intervention program may also include:

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

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

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

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

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

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

3001
Budget and Property Tax Request

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

BUDGET PROCEDURES

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

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

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

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

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

of time.

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

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

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

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

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

PROPERTY TAX REQUEST PROCEDURES

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

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

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

Increase in Total Property Taxes Levied. If the annual assessment of property would result in an increase in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization. If the board wishes to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so after holding the public hearing required above and by passing a resolution as provided below.

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

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

Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 13th of the year for which the tax request is to apply.

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

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

July 16, 2021

To: Wilcox-Hildreth Board of Education
From: Justin Patterson, Superintendent

Superintendent's Report:

A. FINANCES
- 74.99% of the budget is spent compared to
  i. July 2020- 78.41%
  ii. July 2019- 77%
  iii. July 2018- 72%
  iv. July 2017- 57%
  v. 92% of the year complete
- General Fund Cash Balance on June 30 was $1,493,373.54 compared to
  i. July 2020- $2,207,883.76
  ii. July 2019- $3,293,616.53
  iii. July 2018- $4,480,624
  iv. July 2017- $4.0 million
  v. July 2016- approximately $2.8 million.
- Right now we could be close to having about $600,000 in cash balance at the end of the fiscal year compared to
  i. July 2020- $1.7 million
  ii. July 2019- $3.7 million
  iii. July 2018 $3.1 million
  iv. July 2017- $2.4 million
- Through July 2020 we have spent $4,486,468.05 compared to
  i. July 2020- $4,429,538.59
  ii. July 2019- $4,221,818.18
  iii. July 2018- $3,789,969
  iv. July 2017- $3.7 million
  v. July 2016- $4.0 million
  vi. July 2015- $3.7 million
- Our expenditures should be about $5.1 million this fiscal year. Again, this is due to the construction project, and early payment on requisitions.
- Payroll has made up almost 72% of our expenditures this year.

B. BUILDINGS AND GROUNDS:
- Update from 11 Month Walkthrough of the West addition.
  i. There are a few small ticket items that BD will be fixing such as light sensor, grout in the teacher restrooms, AC in electrical room
- Baby Pool
  i. I have reached out to Deterdings and Miller and Associate for an updated quote to replum the baby pool. They have not come out to bid for the project yet.
- Water intrusion project
  i. BD has not submitted a bid to fur out the west wall.

ii. I have contacted Kucera painting to bid the west wall for a sealant paint. They have not come out yet. In talking to BranchPattern this seems like our best option to experiment with a lower cost solution.

- Hildreth roof project- Staging should start next week with work possibly starting the week after.
- Summer Projects around the building are going smoothly and will be wrapping up prior to school starting.

Summer Training/Work:
*MTSS/PBIS Team Members attended a one day virtual PBIS training on June 17th and an EduCLIMBER Training from June 28-29.

*Hana and Kelly have been attending on-line training throughout the summer for a new SEL curriculum that will be implemented in grades K-8 this school year. We are working with NDE for the next 2 years for the ACT MOSAIC pilot program. This program also offers SEL assessments for each student.

Focus for the school year:
*Training staff on how to use EduCLIMBER to analyze student performance and data. We will also be training staff on how to collect behavior data for the PBIS team to help support and implement plans throughout the school year.

*School Improvement goals of increasing writing skills across all curriculum areas will be a large focus and on going. We are in year 3 of our 5 year cycle.

*Mr. Lovin and myself will also be implementing intentional walkthroughs each month in every classroom. This will help the administration team, MTSS and SIP team collect data on how well APL strategies are being implemented, PBIS strategies along with the fidelity of the SIP goals.

*Curriculum: Administration team will be supporting teachers on continuing to build their curriculum. We started this process two years ago and with last school year stepped away from this a bit.

Handbooks

Employee Handbook
Student Handbook
Athletic/Activities Handbook

Friday Schedule

Extend Friday time from 2:25 to 2:41. Makes it more consistent with our Monday thru Thursday release time. Adds about 2 minutes per class (one day's time over the course of the year).

Period 1	8:10-8:48	8:10-8:50
Access Period	8:48-9:13	8:52-9:17
Period 2	9:15-9:53	9:19-9:59
Period 3	9:55-10:33	10:01-10:41
Period 4	10:35-11:13	10:43-11:23
Period 5	11:15-11:55	11:25-12:05
Lunch	11:55-12:25	12:05-12:35
Period 6	12:27-1:05	12:37-1:17
Period 7	1:07-1:45	1:17-1:57
Period 8	1:47-2:25	2:01-2:41

Upcoming

Fall Athletics: Conditioning begins Aug. 2 and practice Aug. 9
Parents' Meeting August 9th at 6:30 p.m.
Impact testing for students in grades 7, 9, & 11