

Regular Meeting of the Shelton Public Schools Board of Education
Monday, June 14, 2021
the Elementary Conference Room
7:30 PM Central

1. Call to order and roll call
2. Routine matters
 - 2.a. Review and approve minutes
 - 2.b. Review and approve claims
3. Request to address the Board of Education
4. Reports
 - 4.a. Financial Report
 - 4.b. Board Report
 - 4.c. Superintendent's Report
 - 4.d. Principal's Report
5. New Business
 - 5.a. Consideration to approve the contract of Dwight Jones for the 2021-2022 school year.
 - 5.b. Consideration to approve the K-12 Principal and Assistant Principal contracts for 2021-22
 - 5.c. Consideration to approve classified staff salaries for 2021-22
 - 5.d. Discussion and consideration to approve superintendent's salary for 2021-22
 - 5.e. Consideration to approve the HVAC front end replacement to be paid out of HVAC depreciation
 - 5.f. Discussion and consideration to approve the purchase of StudySync as the new 6-12 ELA curriculum resource
 - 5.g. Annual Review of policies: 9108 Homeless Students, 9113 Compulsory Attendance and Excessive Absenteeism, 9205 Student Bullying

5.h. Consideration to approve KSB revision of policies: 2014 Conflict of Interest, 4001 Budget and Property Tax Hearing, 4022 Bidding for Construction, Remodeling, Repair, or Site Improvement, 4023 Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds, 4024 Fiscal Management for Purchasing and Procurement Using Federal Funds, 6004 Construction Management at Risk Contracts, 8022 Audio and Video Recording, 8023 Reading Instruction and Intervention Services

5.i. Consideration to adopt policy 4026 Design-Build Contracts

5.j. Discussion and action to designate high school curriculum materials as surplus.

6. Old Business

7. Adjournment

Regular Meeting of the Shelton Public Schools Board of Education
Monday, May 17, 2021
the Elementary Conference Room
7:30 PM

President Lewis called the Regular Meeting of the Shelton Public Schools Board of Education to order at 7:30 PM on Monday, May 17, 2021 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2003. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

Joe Berglund: Present, Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Present, Emmy Power: Present, Lisa Stewart: Present. Present: 6.

One visitor was present. Administrators Gannon, Kenton, and Meyer were present.

2. Routine matters

2.a. Review and approve minutes

Motion made by Lisa Stewart seconded by Kay Johnson to approve minutes from the April 12th Regular Board of Education meeting and April 14th Special Board of Education meeting as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

2.b. Review and approve claims

Motion made by Emmy Power seconded by Joe Berglund to approve claims 54112 to 54168 in the amount of \$204,634.20 plus regular payroll. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

3. Request to address the Board of Education

There were no requests to address the board of education

4. Reports

4.a. Financial Report

Dr. Gannon gave an update on the financial status of the district.

4.b. Board Report

There were no committee meetings to report.

4.c. Superintendent's Report

Dr. Gannon reported that the following two grants have been submitted and are awaiting approval: the ESSER II grant and the reVISION grant through Perkins to upgrade our shop equipment and business course offerings. The roof resurfacing began on April 30th, and the weight room HVAC project will begin on May 19th. Dr. Gannon also provided a list of summer projects. A few that top the list include the HS locker room improvements, high jump pad extension, and resurfacing of high jump pad and runways. Deep cleaning, resurfacing floors, removing dead trees, painting, refilling tire mulch, and installing new basketball hoops on the elementary playground are also included on this list.

4.d. Principal's Report

Mr. Kenton shared some videos from the ESU STEM labs. Mr. Kenton also shared information about Shelton Honor Day and the qualifications students need to meet in order to earn a Shelton Honor Day coupon. Congratulations to the 12 HS Track students that qualified for State!

5. New Business

5.a. Consideration to approve the resignation of Taylor Hayes.

Motion made by Chris Lewis seconded by Lisa Stewart to accept the resignation of Taylor Hayes at the end of the 2020-2021 school year. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

5.b. Consideration to approve the contract of Rebecca Hoobler for the position of K-12 SPED for the 2021-2022 school year.

Motion made by Emmy Power seconded by Lisa Stewart to approve the contract of Rebecca Hoobler for the position of K-12 SPED for the 2021-2022 school year. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

5.c. Consideration to designate textbooks and school equipment as surplus for removal from district inventory.

Motion made by Chris Lewis seconded by Russ Muhlbach to designate the listed items as surplus for removal from district inventory. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

5.d. Review or revise policies 3016 and 3019-3026

Motion made by Lisa Stewart seconded by Emmy Power to approve Policy 3020: School Vehicle Use and Policy 3025: Record Management And Retention as amended; and approve Policy 3016: Investigations And Arrests By Police Or Other Law Enforcement Officers; Policy 3019: Staff And District Social Media Use; Policy 3021: School Meal Program And Meal Charges; Policy 3022: Use Of Sniffer Dogs; Policy 3023: Animals At Schools; Policy 3024: Inclement Weather; and Policy 3026: Sex Offenders as presented. Vote: Passed
Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

6. Old Business

6.a. Approval and adoption of a resolution authorizing the issuance by the District of its Limited Tax Obligation School Bonds, Series 2021, in a principal amount not to exceed \$700,000, for the purpose of financing the costs of certain capital improvement projects.

Motion made by Russ Muhlbach seconded by Joe Berglund to adopt A Resolution Authorizing The Issuance And Sale By Buffalo County School District 0019 (Shelton Public Schools) In The State Of Nebraska Of Its Limited Tax Obligation School Bonds, Series 2021, In One Or More Series, In The Aggregate Principal Amount Of Not To Exceed Seven Hundred Thousand Dollars (\$700,000) For The Purpose Of Paying The Costs Of The Project Described Herein; Authorizing Certain Officials To Determine The Final Aggregate Principal Amount, Maturities, Rates, Redemption Provisions, Terms And Other Details Of Such Bonds; Imposing A Tax To Pay The Principal Of, Premium, If Any, And Interest On Such Bonds; Designating The Bonds As Qualified Tax-exempt Obligations; Authorizing The Sale And Delivery Of The Bonds To The Purchaser Thereof; Adopting Certain Post-issuance Tax Compliance Policies And Procedures With Respect To The Bonds; Authorizing Certain Actions And Documents; And Prescribing Other Matters Relating Thereto.. Vote: Passed
Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

7. Adjournment

Motion made by Chris Lewis seconded by Kay Johnson to adjourn the meeting at 9:49PM. Vote: Passed
Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 6, Nay: 0

Respectfully Submitted,
Emmy Power, Secretary

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54203	Educational Service Unit #10	\$22,057.32	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Educational Service Unit #10		June 2021	01-2-01100-650-001-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$93.75
Educational Service Unit #10		June 2021	01-2-01100-650-002-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$93.75
Educational Service Unit #10		June 2021	01-2-01200-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$1,460.85
Educational Service Unit #10		June 2021	01-2-01291-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$127.87
Educational Service Unit #10		June 2021	01-2-01292-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$127.86
Educational Service Unit #10		June 2021	01-2-02141-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$2,570.06
Educational Service Unit #10		June 2021	01-2-02142-591-002-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$321.26
Educational Service Unit #10		June 2021	01-2-02143-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$321.25
Educational Service Unit #10		June 2021	01-2-02151-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$11,747.54
Educational Service Unit #10		June 2021	01-2-02152-591-002-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$2,536.65
Educational Service Unit #10		June 2021	01-2-02153-591-002-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$618.86
Educational Service Unit #10		June 2021	01-2-02161-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$1,178.22
Educational Service Unit #10		June 2021	01-2-02162-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$147.28
Educational Service Unit #10		June 2021	01-2-02163-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$147.28
Educational Service Unit #10		June 2021	01-2-02171-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$383.36
Educational Service Unit #10		June 2021	01-2-02172-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$47.92
Educational Service Unit #10		June 2021	01-2-02173-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$47.92
Educational Service Unit #10		June 2021	01-2-02183-591-000-000	Speech Path, Audiology, OT, PT, Psych, SPED, Vision		\$85.64
Sub Total						\$22,057.32
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54204	Egan Supply Co.	\$1,993.57	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Egan Supply Co.		337570	01-2-02610-610-000-000	Custodial Supplies		\$1,993.57
Sub Total						\$1,993.57
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54205	Frontline Technologies Group, LLC	\$4,947.09	Accounts Payable

Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Frontline Technologies Group, LLC		INVUS133035	01-2-02510-315-000-000	Time & Attendance for Internal Employees		\$4,947.09
Sub Total						\$4,947.09
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54206	Heartland Disposal, Inc.	\$289.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Heartland Disposal, Inc.		95671	01-2-02610-420-000-000	Trash		\$289.00
Sub Total						\$289.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54207	Holmes Plbg & Htg Supply Co.	\$56.83	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Holmes Plbg & Htg Supply Co.		263822	01-2-02610-610-000-000	Custodial Supplies		\$56.83
Sub Total						\$56.83
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54208	Jensen, Seth A	\$49.51	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Jensen, Seth A		5-13-21	01-2-02710-626-000-000	Fuel - Needed to put fuel in school vehicle		\$49.51
Sub Total						\$49.51
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54209	Jim Rayburn	\$180.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Jim Rayburn		June 2021	01-2-02310-890-000-000	Pizza - Parent Teacher Conferences		\$180.00
Sub Total						\$180.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54210	Jostens, Inc.	\$116.32	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Jostens, Inc.		30374115	01-2-01100-890-001-000	Sec. Misc - Diplomas (Had to reorder due to a signature in wrong spot)		\$105.57
Jostens, Inc.		26480665	01-2-01100-890-001-000	Secondary Misc - Class Roll		\$10.75
Sub Total						\$116.32
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54211	K & K	\$1,058.97	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
K & K		June 2021	01-2-02710-626-000-000	Fuel for Transportation		\$1,058.97
Sub Total						\$1,058.97
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type

June 2021 - GF	Cornerstone Bank	031038968	54212	Kearney Floral Co	\$558.74	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Kearney Floral Co		5-8-2 - Graduation Plant Rental	01-2-01100-890-001-000	5-8-2 - Graduation Plant Rental		\$60.00
Kearney Floral Co		5-8-21 - Graduation	01-2-01100-890-001-000	Secondary Misc - Red Roses - Graduation		\$498.74
Sub Total						\$558.74
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54213	Larry's Market	\$88.40	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Larry's Market		June 2021	01-2-01100-890-002-000	SPED, Elem Misc, Board Misc		\$25.43
Larry's Market		June 2021	01-2-01200-610-001-000	SPED, Elem Misc, Board Misc		\$21.15
Larry's Market		June 2021	01-2-02310-890-000-000	SPED, Elem Misc, Board Misc		\$41.82
Sub Total						\$88.40
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54214	Lehn, Dennis L	\$83.88	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Lehn, Dennis L		6-1-2021	01-2-02610-610-000-000	Custodial Supplies - Reimbursement - Picked up supplies for locker room remodel		\$83.88
Sub Total						\$83.88
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54215	Loup Valley Lighting, Inc.	\$831.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Loup Valley Lighting, Inc.		21-14906	01-2-02610-610-000-000	Custodial Supplies - Gym Light Bulbs		\$831.00
Sub Total						\$831.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54216	Masters True Value	\$192.38	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Masters True Value		2105-227425	01-2-02610-610-000-000	Custodial Supplies		\$151.54
Masters True Value		2105-227428	01-2-02610-610-000-000	Custodial Supplies		\$40.84
Sub Total						\$192.38
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54217	Matheson Tri-Gas, Inc.	\$77.71	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Matheson Tri-Gas, Inc.		51803463	01-2-01100-610-001-180	Ag Supplies		\$77.71
Sub Total						\$77.71
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54218	McGraw-Hill, LLC	\$20.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount

McGraw-Hill, LLC		117841922001	01-2-01200-610-001-000	SPED - Aleks One Month Subscription (prepayment)		\$20.00
Sub Total						\$20.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54219	MCI	\$64.43	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
MCI		June 2021	01-2-01100-530-001-000	Telephone		\$64.43
Sub Total						\$64.43
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54220	Menards - Grand Island	\$2,148.29	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Menards - Grand Island		65468	01-2-02610-610-000-000	Custodial Supplies - Materials for Locker Room		\$2,148.29
Sub Total						\$2,148.29
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54221	Mister B's Tees	\$201.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Mister B's Tees		1601	01-2-02190-890-001-000	Extra Curric - Weights Shirts		\$201.00
Sub Total						\$201.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54222	NASB ALICAP	\$155.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
NASB ALICAP		INV-07983-M3G4V0	01-2-02320-810-000-000	Admin Dues/Fees - 2021 School Leaders & Law Conference		\$155.00
Sub Total						\$155.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54223	NCS Pearson, Inc.	\$40.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
NCS Pearson, Inc.		14458891	01-2-01200-610-002-000	Elementary Special Ed - PO - ESE-6-20		\$40.00
Sub Total						\$40.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54224	Nebr. Council of School Administrators	\$225.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Nebr. Council of School Administrators		e15157-669442	01-2-02320-810-000-000	Admin Dues/Fees - 2021 Admin Days - NCSA Member Rate		\$225.00
Sub Total						\$225.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type

June 2021 - GF	Cornerstone Bank	031038968	54225	Nebraska Central Telephone Co	\$328.28	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Nebraska Central Telephone Co		10327418	01-2-01100-530-001-000	Telephone		\$328.28
Sub Total						\$328.28
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54226	Nebraska Coaches Association	\$925.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Nebraska Coaches Association		June 2021 - Fall Coaches Clinic	01-2-02190-810-001-000	Extra Curr - Fall Coaches Clinic		\$925.00
Sub Total						\$925.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54227	Nebraska Public Power Dist.	\$3,763.57	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Nebraska Public Power Dist.		June 2021 - 8376	01-2-02610-621-000-000	Electricity		\$31.58
Nebraska Public Power Dist.		June 2021 - 8386	01-2-02610-621-000-000	Electricity		\$82.25
Nebraska Public Power Dist.		June 2021-8381	01-2-02610-621-000-000	Electricity		\$2,717.32
Nebraska Public Power Dist.		June 2021-9851	01-2-02610-621-000-000	Electricity		\$932.42
Sub Total						\$3,763.57
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54228	NSAA	\$990.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
NSAA		June 2021	01-2-02190-810-001-000	Catastrophic Insurance		\$990.00
Sub Total						\$990.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54229	Optum	\$150.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Optum		10199056192	01-2-02310-520-000-000	FSA Plan		\$150.00
Sub Total						\$150.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54230	S & S Worldwide, Inc.	\$74.75	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
S & S Worldwide, Inc.		IN100769275	01-2-01100-610-002-000	Elem Teach Supplies - Construction Paper		\$74.75
Sub Total						\$74.75
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54231	Shelton School Lunch Program	\$49.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Shelton School Lunch Program		June 2021	01-2-01100-890-002-000	Reimbursement for Slushies		\$16.00

Shelton School Lunch Program		June 2021	01-2-02120-610-002-000	Reimbursement for Slushies		\$33.00
Sub Total						\$49.00

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54232	Shelton School Petty Cash Acc	\$2,557.47	Accounts Payable

Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Shelton School Petty Cash Acc		June 2021	01-2-01100-610-001-000	Reimbursement for Petty Cash - Secondary Misc, ELEM SPED, Spanish, Sec. Periodicals, Postage, Bond, PK		\$46.50
Shelton School Petty Cash Acc		June 2021	01-2-01100-890-001-000	Reimbursement for Petty Cash - Secondary Misc, ELEM SPED, Spanish, Sec. Periodicals, Postage, Bond, PK		\$125.83
Shelton School Petty Cash Acc		June 2021	01-2-01190-610-002-000	Reimbursement for Petty Cash - Secondary Misc, ELEM SPED, Spanish, Sec. Periodicals, Postage, Bond, PK		\$29.70
Shelton School Petty Cash Acc		June 2021	01-2-01200-610-002-000	Reimbursement for Petty Cash - Secondary Misc, ELEM SPED, Spanish, Sec. Periodicals, Postage, Bond, PK		\$21.57
Shelton School Petty Cash Acc		June 2021	01-2-02220-640-001-000	Reimbursement for Petty Cash - Secondary Misc, ELEM SPED, Spanish, Sec. Periodicals, Postage, Bond, PK		\$15.99
Shelton School Petty Cash Acc		June 2021	01-2-02220-640-002-000	Reimbursement for Petty Cash - Secondary Misc, ELEM SPED, Spanish, Sec. Periodicals, Postage, Bond, PK		\$157.33
Shelton School Petty Cash Acc		June 2021	01-2-02310-810-000-000	Reimbursement for Petty Cash - Secondary Misc, ELEM SPED, Spanish, Sec. Periodicals, Postage, Bond, PK		\$200.00
Shelton School Petty Cash Acc		June 2021	01-2-02560-531-000-000	Reimbursement for Petty Cash - Secondary Misc, ELEM SPED, Spanish, Sec. Periodicals, Postage, Bond, PK		\$1,960.55
Sub Total						\$2,557.47

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54233	Soar Learning, Inc	\$1,452.00	Accounts Payable

Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Soar Learning, Inc		29872	01-2-06969-610-002-000	Title IV A-3-20 - Soar Learning & Soft Skills Curriculum		\$1,452.00
Sub Total						\$1,452.00

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54234	SYNCB/AMAZON	\$93.15	Accounts Payable

Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
SYNCB/AMAZON		11460894649500233	01-2-01100-890-001-000	HS Misc - Disposable Face Masks		\$47.79
SYNCB/AMAZON		11128602460264264	01-2-01100-890-002-000	Elem Misc - Disposable Masks		\$56.95
SYNCB/AMAZON		445377988674	01-2-01200-610-002-000	Credit - Returned filers - Incorrect		(\$11.59)
Sub Total						\$93.15
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54235	Teacher Innovations, Inc.	\$432.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Teacher Innovations, Inc.		758541	01-2-01100-735-001-000	Instruc Tech - 12 month subscription to planbook		\$216.00
Teacher Innovations, Inc.		758541	01-2-01100-735-002-000	Instruc Tech - 12 month subscription to planbook		\$216.00
Sub Total						\$432.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54236	TK Elevator Company	\$520.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
TK Elevator Company		1000347786	01-2-02620-431-000-000	Custodial Repair Maint - Wheelchair Lift		\$520.00
Sub Total						\$520.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54237	U.S. Postal Service	\$212.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
U.S. Postal Service		June 2021	01-2-02310-810-000-000	12 Month Rental - Post Office Box Service Fee		\$212.00
Sub Total						\$212.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54238	Village Of Shelton	\$1,056.42	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Village Of Shelton		June 2021	01-2-02610-410-000-000	Water/Sewage		\$1,056.42
Sub Total						\$1,056.42
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54239	Warther Woodworking	\$207.85	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Warther Woodworking		9780	01-2-02310-890-000-000	Board Misc - Retirement Bells		\$207.85
Sub Total						\$207.85
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54240	Willis Repair, LLC	\$49.71	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Willis Repair, LLC		98057	01-2-02610-610-000-000	Custodial Supplies		\$3.20
Willis Repair, LLC		98740	01-2-02610-610-000-000	Custodial Supplies		\$37.82

Willis Repair, LLC		98994	01-2-02610-610-000-000	Custodial Supplies		\$8.69
Sub Total						\$49.71
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54241	Woodward Disposal Service, Inc.	\$25.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Woodward Disposal Service, Inc.		NO8998-952	01-2-02610-420-000-000	Document Destruction		\$25.00
Sub Total						\$25.00
Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
June 2021 - GF	Cornerstone Bank	031038968	54242	Xerox Financial Services	\$504.24	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Xerox Financial Services		2629184	01-2-01100-440-001-000	Copier Lease Payment		\$189.00
Xerox Financial Services		2643111	01-2-01100-440-001-000	Copier Lease Payment		\$63.12
Xerox Financial Services		2629184	01-2-01100-440-002-000	Copier Lease Payment		\$189.00
Xerox Financial Services		2643111	01-2-01100-440-002-000	Copier Lease Payment		\$63.12
Sub Total						\$504.24
Grand Total						\$97,072.86

Shelton Public Schools

Check Register Report by Check Number

Bank: [All]; Bank Account: [All]; Begin Check Number: 54178; End Check Number: 54242; Check Status: [All]; Created On: 6/11/2021 2:39:53 PM

Bank	Account Number				
Cornerstone Bank	031038968				
Paid Date	Check Number	Type	Vendor Name	Amount	Check Status
6/14/2021	54178	Payroll Liability	Principal Life Insurance Co	\$961.58	Paid
6/14/2021	54179	Payroll Liability	Aflac	\$2,265.87	Paid
6/14/2021	54180	Payroll Liability	Blue Cross Blue Shield	\$56,611.94	Paid
6/14/2021	54181	Payroll Liability	Colonial Life & Accident Insurance Co	\$39.75	Paid
6/14/2021	54182	Payroll Liability	Companion Insurance Company	\$115.50	Paid
6/14/2021	54183	Payroll Liability	Credit Management Services, Inc.	\$207.64	Paid
6/14/2021	54184	Payroll Liability	Dist. 19 Payroll Acct.	\$6,979.68	Paid
6/14/2021	54185	Payroll Liability	District 19 Payroll Acct.	\$46,763.16	Paid
6/14/2021	54186	Payroll Liability	Edward Jones	\$750.00	Paid
6/14/2021	54187	Payroll Liability	Horace Mann Life Insurance Co	\$450.00	Paid
6/14/2021	54188	Payroll Liability	Payroll Account - Dist 19	\$683.33	Paid
6/14/2021	54189	Payroll Liability	Shelton School Payroll Acct.	\$38,433.27	Paid
6/14/2021	54190	Payroll Liability	Vision Service Plan	\$511.29	Paid
6/11/2021	54191	Accounts Payable	Amplify Education, Inc.	\$16,835.04	Paid
6/11/2021	54192	Accounts Payable	Apple, Inc.	\$23,685.00	Paid
6/11/2021	54193	Accounts Payable	Black Hills Energy	\$1,208.74	Paid
6/11/2021	54194	Accounts Payable	Blick Art Materials	\$581.55	Paid
6/11/2021	54195	Accounts Payable	Builders How-to Warehouse	\$232.29	Paid
6/11/2021	54196	Accounts Payable	Cash-wa Distributing Co.	\$255.21	Paid
6/11/2021	54197	Accounts Payable	Clipper Publishing Co., Inc.	\$136.41	Paid
6/11/2021	54198	Accounts Payable	Committee for Children	\$1,129.00	Paid
6/11/2021	54199	Accounts Payable	Culligan	\$45.00	Paid
6/11/2021	54200	Accounts Payable	CybrSchool LLC	\$3,000.00	Paid
6/11/2021	54201	Accounts Payable	DAS State Accounting - Central Finance	\$439.92	Paid
6/11/2021	54202	Accounts Payable	Eakes Office Solutions	\$699.82	Paid
6/11/2021	54203	Accounts Payable	Educational Service Unit #10	\$22,057.32	Paid
6/11/2021	54204	Accounts Payable	Egan Supply Co.	\$1,993.57	Paid
6/11/2021	54205	Accounts Payable	Frontline Technologies Group, LLC	\$4,947.09	Paid
6/11/2021	54206	Accounts Payable	Heartland Disposal, Inc.	\$289.00	Paid
6/11/2021	54207	Accounts Payable	Holmes Plbg & Htg Supply Co.	\$56.83	Paid
6/11/2021	54208	Accounts Payable	Jensen, Seth A	\$49.51	Paid
6/11/2021	54209	Accounts Payable	Jim Rayburn	\$180.00	Paid
6/11/2021	54210	Accounts Payable	Jostens, Inc.	\$116.32	Paid
6/11/2021	54211	Accounts Payable	K & K	\$1,058.97	Paid
6/11/2021	54212	Accounts Payable	Kearney Floral Co	\$558.74	Paid
6/11/2021	54213	Accounts Payable	Larry's Market	\$88.40	Paid
6/11/2021	54214	Accounts Payable	Lehn, Dennis L	\$83.88	Paid
6/11/2021	54215	Accounts Payable	Loup Valley Lighting, Inc.	\$831.00	Paid
6/11/2021	54216	Accounts Payable	Masters True Value	\$192.38	Paid
6/11/2021	54217	Accounts Payable	Matheson Tri-Gas, Inc.	\$77.71	Paid
6/11/2021	54218	Accounts Payable	McGraw-Hill, LLC	\$20.00	Paid
6/11/2021	54219	Accounts Payable	MCI	\$64.43	Paid
6/11/2021	54220	Accounts Payable	Menards - Grand Island	\$2,148.29	Paid
6/11/2021	54221	Accounts Payable	Mister B's Tees	\$201.00	Paid
6/11/2021	54222	Accounts Payable	NASB ALICAP	\$155.00	Paid
6/11/2021	54223	Accounts Payable	NCS Pearson, Inc.	\$40.00	Paid
6/11/2021	54224	Accounts Payable	Nebr. Council of School Administrators	\$225.00	Paid
6/11/2021	54225	Accounts Payable	Nebraska Central Telephone Co	\$328.28	Paid
6/11/2021	54226	Accounts Payable	Nebraska Coaches Association	\$925.00	Paid

6/11/2021	54227	Accounts Payable	Nebraska Public Power Dist.	\$3,763.57	Paid
6/11/2021	54228	Accounts Payable	NSAA	\$990.00	Paid
6/11/2021	54229	Accounts Payable	Optum	\$150.00	Paid
6/11/2021	54230	Accounts Payable	S & S Worldwide, Inc.	\$74.75	Paid
6/11/2021	54231	Accounts Payable	Shelton School Lunch Program	\$49.00	Paid
6/11/2021	54232	Accounts Payable	Shelton School Petty Cash Acc	\$2,557.47	Paid
6/11/2021	54233	Accounts Payable	Soar Learning, Inc	\$1,452.00	Paid
6/11/2021	54234	Accounts Payable	SYNCB/AMAZON	\$93.15	Paid
6/11/2021	54235	Accounts Payable	Teacher Innovations, Inc.	\$432.00	Paid
6/11/2021	54236	Accounts Payable	TK Elevator Company	\$520.00	Paid
6/11/2021	54237	Accounts Payable	U.S. Postal Service	\$212.00	Paid
6/11/2021	54238	Accounts Payable	Village Of Shelton	\$1,056.42	Paid
6/11/2021	54239	Accounts Payable	Warther Woodworking	\$207.85	Paid
6/11/2021	54240	Accounts Payable	Kevin Willis	\$49.71	Paid
6/11/2021	54241	Accounts Payable	Woodward Disposal Service, Inc.	\$25.00	Paid
6/11/2021	54242	Accounts Payable	Xerox Financial Services	\$504.24	Paid
Sub Total				\$251,845.87	
Grand Total				\$251,845.87	

SHELTON PUBLIC SCHOOLS: GENERAL FUND MONTHLY COMPARISON

	2019-20	2020-21		2019-20	2020-21
Sept. Expenditures Reported @ Board Mtg	230,225.00	221,441.00	Mar. Expenditures Reported @ Board Mtg	206,760.00	202,274.00
Sept. Net Payroll	183,969.00	154,292.00	Mar. Net Payroll	152,173.00	151,673.00
Sept. EOM Expenditures	-	-	Mar. EOM Expenditures	-	-
Total Sept. Expenditures	\$ 414,194.00	\$ 375,733.00	Total Mar. Expenditures	358,933.00	353,947.00
Percent of Budget Spent	7.18%	6.25%	Accumulated Totals	\$ 2,631,004.00	\$ 2,559,255.00
Cash On Hand	\$ 782,971.00	\$ 1,279,562.89	Percent of Budget Spent	6.22%	5.88%
			Cash On Hand	\$ 750,055.00	\$ 670,187.00
Oct. Expenditures Reported @ Board Mtg	221,233.00	220,279.00	April Expenditures Reported @ Board Mtg	198,242.00	204,634.00
Oct. Net Payroll	153,853.00	153,801.00	April Net Payroll	148,327.00	153,248.00
Oct. EOM Expenditures	-	-	April EOM Expenditures	-	-
Total Oct. Expenditures	375,086.00	374,080.00	Total April Expenditures	346,569.00	357,882.00
Accumulated Totals	\$ 789,280.00	\$ 749,813.00	Accumulated Totals	\$ 2,977,573.00	\$ 2,917,137.00
Percent of Budget Spent	6.50%	6.22%	Percent of Budget Spent	6.01%	5.95%
Cash On Hand	\$ 1,196,928.00	\$ 1,238,265.00	Cash On Hand	\$ 621,213.00	\$ 651,643.00
Nov. Expenditures Reported @ Board Mtg	219,196.00	225,593.00	May Expenditures Reported @ Board Mtg	193,631.00	251,846.00
Nov. Net Payroll	154,729.00	157,908.00	May Net Payroll	144,085.00	154,483.00
Nov. EOM Expenditures	-	-	May EOM Expenditures	-	-
Total Nov. Expenditures	373,925.00	383,501.00	Total May Expenditures	337,716.00	406,329.00
Accumulated Totals	\$ 1,163,205.00	\$ 1,133,314.00	Accumulated Totals	\$ 3,315,289.00	\$ 3,323,466.00
Percent of Budget Spent	6.48%	6.38%	Percent of Budget Spent	5.86%	6.75%
Cash On Hand	\$ 1,259,187.00	\$ 946,507.90	Cash On Hand	\$ 604,084.00	\$ 1,435,584.00
Dec. Expenditures Reported @ Board Mtg	233,418.00	217,069.00	June Expenditures Reported @ Board Mtg	181,012.00	
Dec. Net Payroll	155,981.00	152,404.00	June Net Payroll	150,883.00	
Dec. EOM Expenditures	-	-	June EOM Expenditures	-	-
Total Dec. Expenditures	389,399.00	369,473.00	Total June Expenditures	331,895.00	-
Accumulated Totals	\$ 1,552,604.00	\$ 1,502,787.00	Accumulated Totals	\$ 3,647,184.00	\$ 3,323,466.00
Percent of Budget Spent	6.75%	6.14%	Percent of Budget Spent	5.76%	0.00%
Cash On Hand	\$ 838,340.00	\$ 667,873.95	Cash On Hand	\$ 1,319,914.00	
Jan. Expenditures Reported @ Board Mtg	215,742.00	197,420.00	July Expenditures Reported @ Board Mtg	198,667.00	
Jan. Net Payroll	156,154.00	148,885.00	July Net Payroll	143,716.00	
Jan. EOM Expenditures	-	-	July EOM Expenditures	-	-
Total Jan. Expenditures	371,896.00	346,305.00	Total July Expenditures	342,383.00	-
Accumulated Totals	\$ 1,924,500.00	\$ 1,849,092.00	Accumulated Totals	\$ 3,989,567.00	\$ 3,323,466.00
Percent of Budget Spent	6.45%	5.76%	Percent of Budget Spent	5.94%	0.00%
Cash On Hand	\$ 657,342.00	\$ 801,434.00	Cash On Hand	\$ 1,447,205.00	
Feb. Expenditures Reported @ Board Mtg	190,946.00	206,032.00	August Expenditures Reported @ Board Mtg	398,098.06	
Feb. Net Payroll	156,625.00	150,184.00	August Net Payroll	176,548.00	
Feb. EOM Expenditures	-	-	August EOM Expenditures	-	-
Total Feb. Expenditures	347,571.00	356,216.00	Total August Expenditures	574,646.06	-
Accumulated Totals	\$ 2,272,071.00	\$ 2,205,308.00	Accumulated Totals	\$ 4,564,213.06	-
Percent of Budget Spent	6.03%	5.92%	BUDGET	\$5,766,375.00	\$6,015,673.00
Cash On Hand	\$ 704,006.00	\$ 759,347.00	TOTAL % OF BUDGET SPENT =	63.18%	
			Cash On Hand	\$ 785,764.00	
			Average Cash on Hand	\$873,858.00	

DISTRICT 19 FINANCIAL STATUS AS OF MAY 28, 2021

CASH RESERVES:

GENERAL FUND CASH RESERVE	Transferred \$40,000 to HVAC (Repayment) Transferred \$40,000 to Activity (Repayment) Transferred \$85,000 to Special Building (Repayment) (5/28/21 Interest + \$664)	\$706,040.46
SPECIAL BUILDING CASH RESERVE	(5/28/21 Interest + \$77.69)	\$142,881.15
TOTAL CASH RESERVE ACCOUNTS		\$848,921.61

CDs:

GENERAL FUND CR SAVINGS 5882	5/28/2021	\$260,462.84 \$260,462.84
UNEMPLOYMENT SAVINGS 5891	5/28/2021	\$26,551.56
VEH/BUS ACQ. Savings #9457	5/28/2021	\$41,462.32
TECHNOLOGY ACQ SAVINGS # 5918	5/28/2021	\$51,186.91
PARKING LOT DEPR. SAVINGS #5909	5/28/2021	\$70,280.93
BAND UNIFORM SAVINGS #5900	5/28/2021	\$32,199.72
HVAC Savings #9475	5/28/2021 (Transfer \$40,000)	\$104,518.76
	TOTAL DEPRECIATION CDs	\$299,648.64
TOTAL SAVINGS		\$586,663.04
TOTAL OF DISTRICT FUNDS		\$1,435,584.65

TAXES:

	<u>GENERAL</u>	<u>BUILDING</u>	<u>FUND TOTALS:</u>	
BUFFALO	\$911,194.34	\$21,554.40	GENERAL	\$966,503.30
HALL	\$205,377.57	\$4,827.32	DEPRECIATION	\$299,648.64
ADAMS	\$12,413.56	\$296.20	LUNCH	\$27,946.77
KEARNEY	\$11,600.82	\$276.80	SPECIAL BLDG	142,881.15
TOTAL TAXES	\$1,140,586.29	\$26,954.72		

Superintendent Report for June 2021

QCPUF Update:

Just a reminder that the QCPUF bonds are scheduled to be sold tomorrow. There will be paperwork for the board president to sign on Wednesday. At that point, we will be able to get the funds needed to pay Tremco for the roof resurfacing and Rassmussen for the weight room HVAC which have been completed. The rest of the QCPUF will be deposited in the QCPUF savings account until we are ready to move forward with the other HVAC projects.

The total amount of the other projects is over \$100,000. As a result, we will need to go through the process of bidding similar to what we did with the roof resurfacing project. I will bring the bids to the board to select and approve. From there we will be able to replace the old gym (east and west), the elementary hallway, and kitchen units. We will also need an engineer for this project.

School Finance:

Shelton is no longer eligible for an Early Childhood Education Program continuation grant. In short this means we will no longer receive grant funding for preschool and it will have to be fully funded through our general fund budget.

Carl and I are working on next year's budget. I hope to have information about projected cash reserves by the August meeting. In addition, we are also working on a staffing study. This should help us understand how our current staff, programs, teacher to student ratios compare to other districts in our array or of similar size. This information will help us moving forward.

Policy Work:

Next month we will need to hold public hearings for Policy 8021 Parent and Guardian Involvement in Education Practices, and 9003 Student Fees. Does it work for all board members to do the first hearing on policy 8021 at 7:00 next month and the 2nd policy 9003 at 7:15 with the regular meeting beginning at 7:30?

Assistant Junior High Football and JH Boys Basketball Coaches

Last year WR provided 2 assistant coaches and we provided a head coach for JH football. This year WR only has 1 assistant coach. Mr. Ropers continues to be the head coach. Mr. Province would like to assign Mr. Jones as the other assistant (formerly the assistant from WR).

Junior high basketball is currently the only JH sport without an assistant coach. Mr. Province would like to see an assistant coach assigned to this sport as well. His rationale is that it is important for additional supervision and safety. He is also looking to the future when Mr. Ropers

retires and we will need to find a replacement. Again, he would like to assign this duty to Mr. Jones.

Pay for assistant JH is \$1,389.00

Thank you!!

I would like to say a huge thank you to Sue Bombeck for serving lunch throughout the month of June. She serves approximately 44 students per day. This has meant so much to our students and parents.

Brief Legislative Update

Notes from NASB School Leadership and Law Conference:

Bills related to school spending control

- LB 523 would do away with the special building fund meaning that districts will have to bond any building improvements such as resurfacing the gym floors. This did not pass but the belief is that it will come back

Bills related to liability

- LB 139 was a bill that protected school districts against COVID-19 liability. This one passed as a very watered down version of the original bill

Bills related to school choice

- LB 364 allows people to receive a tax credit equal to the amount donated for monetary donations or scholarships for non-public schools. This is a way to get public funds to non-public schools (status: General File)
- LB 550 would change option enrollment by increasing the limit of times a student can opt into a school from 1 to 5 (status: referred to another committee)

Bills related to transparency

- LB 83 allows school boards to meet virtually if the governor has declared a state of emergency for our area
- LB 143 supports schools by requiring HHS to provide advanced notice and prior school records when placing a juvenile in a new school district (status: passed)

Bills related to student discipline

- LB 529 this would allow the use of lottery funds to provide behavior intervention training for school staff (status: Select File)
- LB 154 requires the tracing of student behavior (passed) we do this anyway
- LB 158 changes the student discipline- act (postponed)

Bills related to curriculum

- LB 452 requires financial literacy for graduation (we already do this) (passed)
- LB 281 requires child sexual abuse prevention programs for students and staff (select file)
- LB 639 Seizure safe schools training for staff (passed)

Superintendent Evaluation

Next month we will need to complete the 2nd superintendent evaluation.

Respectfully submitted,

Dr. Gannon

Master Summary Report Drug Testing

Collected Date from: 07/01/2020 - 05/26/2021

District: Shelton Public Schools

	Complete							Refusals				
	Total	Negative	Positive	Negative Dilute	Positive Dilute	Completed	Rejected, Cancel, No Test	Invalid Result	Adulterated	Shy Bladder	Substituted	Other

SCHOOL

Shelton High School	91	91	0	0	0	0	0	0	0	0	0	0
Grand Total	91	91	0	0	0	0	0	0	0	0	0	0

FEDERAL

Non-Federal	91	91	0	0	0	0	0	0	0	0	0	0
Grand Total	91	91	0	0	0	0	0	0	0	0	0	0

TESTING PANEL

SAP 13A	91	91	0	0	0	0	0	0	0	0	0	0
Grand Total	91	91	0	0	0	0	0	0	0	0	0	0

GRADE

Unassigned Grade	91	91	0	0	0	0	0	0	0	0	0	0
Grand Total	91	91	0	0	0	0	0	0	0	0	0	0

Reason For Test

Random	91	91	0	0	0	0	0	0	0	0	0	0
Grand Total	91	91	0	0	0	0	0	0	0	0	0	0



Shelton Public School

High Ability Learners

Mission Statement

2019-20

“Educating our students to reach their full potential”

Belief Statements

Shelton Public School believes in providing a safe, respectful and positive learning environment in which all students can learn.

Shelton Public School believes its educators set and maintain high academic standards and inspire and motivate our students to reach those goals.

Shelton Public School believes that education is a shared responsibility requiring the partnership of staff, students, parents and community to ensure student success.

Shelton Public School believes its curriculum and instructional programs encourage the development of independent individuals who will master the skills it takes to become lifelong learners and have the confidence to impact today's world.

Gifted Philosophy

In accordance with the stated mission, Shelton Public School recognizes in its philosophy the need for every learner to be provided with opportunities appropriate to their unique needs and abilities. Shelton Public School will enhance learning for our kindergarten through 12th grade students by providing materials, tasks, and experiences differentiated in content, process, products and/or performances so that our identified students abilities may be developed to their full potential.

Operational Definition of the HAL Program

Students identified as high ability learners in the Shelton Public School system are those students who exhibit above average abilities, have commitment to tasks and possess problem-solving and creative abilities. These traits must be exhibited to the degree they can be identified through the use of a multiple criterion selection process. Once identified, these students should be exposed to varied processes of learning strategies in order to develop their abilities fully.

Program Goals

- 1) Identify and provide services to students who demonstrate potential abilities and areas of giftedness.
- 2) Incorporate curriculum adaptations, teaching methods, activities and instructional materials designed to meet the needs of our high ability learners.
- 3) Provide guidance and counseling to meet the needs of high ability learners.
- 4) Provide staff development to enhance teachers' abilities to meet the need of our high ability learners in their classrooms.
- 5) Communicate the various aspects of the high ability learner program to staff, students, and the community.
- 6) Evaluate goals, materials, activities, and procedures of the high ability learner program.

Identification Procedure – Changes???

Shelton Public School recognizes the need for an appropriate program for students identified as gifted or as high ability learners. Students will be identified by collecting data from a variety of sources including criterion and norm referenced tests, report cards, nominations and observations. A committee that include, but are not limited to, classroom teachers, administrators, school psychologist and guidance counselor, students, and parents will make the nominations and observations.

Appeal Process

Parents have the opportunity to appeal any screening procedure or assessments, the scheduling of children for assessment, or the receipt of services.

The first step is to contact the coordinator to voice the concerns. If the issue is not resolved, an appeal must be made in writing to the superintendent.

The superintendent will convene a meeting which will include the parent and school personnel to discuss an appeal. The superintendent will issue a written decision within thirty days.

Program Description

Changes???

Programs that will initially be used to help meet the needs of our high ability learners will include but are not limited to:

- Within-class enrichment
- Whole class enrichment
- Before and after school programs
- Field trips
- Participation in Honor Choir/Band activities
- Academic competitions Quiz Bowl/Math and Writing contests
- Grade acceleration
- Class clustering
- Advanced Placement
- Dual Enrollment Credit
- Multi-grade grouping
- Summer School
- Access to Internal/External personnel employed by the district
(Counselor/School Psychologist)

To: Board of Education
From: Jeff Kenton
Date: June 14, 2021
Re: Board Report

- I contacted the American Legion and they are in the process of getting us a new American Flag and State Flag for the front of the school.
- I have attached the Master Summary Report for drug testing during the 2020-2021 school year.
- The wireless microphone system in the old gym has been fixed. When they initially installed the new equipment they placed the antennas from the receiver to the wireless microphone within the audio cabinet. They should have been placed on top of the A/V rack to allow for better reception from the wireless microphone.

Professional Development

- 6/2/2021 - Building Better Leaders with Jim Knight at ESU 10
 - Understanding School Culture
 - Diminisher vs. Multiplier
 - Partnership Principles of Leadership
 - Equality
 - Choice
 - Voice
 - Dialogue
 - Reflection
 - Praxis
 - Reciprocity
 - Time Management
 - Urgent vs. Important

Summer School

- Elementary
 - 22 in person
 - 24 working at home
- High School
 - 17 students were sent letters and invited
 - 13 students have been showing up
- Monday – Thursday 8:30-11:30am
- Credit recovery and getting students on track for timely graduation

Respectfully Submitted,

Jeff Kenton

TEACHER'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of Buffalo County School District No.19 referred to herein as the "Board" and "District" respectively, and **Dwight Jones** a legally qualified teacher, referred to herein as the "Teacher".

WITNESSETH: The Board agrees to employ Teacher above named in the schools of the District for a school year, which shall begin on or about **August 9, 2021** and conclude on or about **May 19, 2022**. Teacher accepts such employment at a salary of **\$41,670** (Step 6/BA) under the following conditions:

FIRST: Teacher's compensation shall be payable in 12 equal installments. The first installment shall be payable on the 20th day of September and the remaining installments shall be payable on the 20th day of each month thereafter.

SECOND: Teacher will abide by the District's and Administration's policies, rules, regulations and directives. Teacher's duties are subject to assignment by the Administration. Teacher agrees to devote full time during days of school to his/her position in all respects and to perform the assigned duties diligently and faithfully to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, Teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and the Teacher or at compensation based upon the negotiated extra curricular pay schedule.

FOURTH: This contract may be canceled or amended during its term by majority of the Board members for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of Teacher's certificate by the State Board of Education; (b) breach of any material provision of this contract; (c) any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; or (j) any conduct that interferes substantially with the teacher's continued performance of duties. Cancellation or amendment under this contract shall be governed by applicable provisions of Nebraska statute.

FIFTH: Upon termination of this contract for just cause, or upon Teacher's release from this contract, the compensation paid or to be paid hereunder shall be an amount that bears the same ratio to the yearly compensation herein specified as the number of days of service to the date of such termination bears to the number of days

of service in the contract year. Teacher shall refund any unearned fractional portion of an installment paid but not earned prior to termination of the contract.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract, provided no resignation shall become effective until the close of the school year unless it is accepted by the Board, which shall fix the time that the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security and Teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: Teacher affirms that he/she is not under contract with another school board or board of education within this state covering a part or all of the same time of performance as is contemplated by this agreement. Teacher affirms that he/she holds or will hold a valid Nebraska Teaching Certificate at the beginning of the term of this contract. This contract is not valid until said certificate is registered in the office of the Superintendent of Schools, and Teacher shall not be compensated for any services performed prior to the date of the registration.

NINTH: The compensation set forth in this agreement shall be subject to such adjustments as the Board and Teacher or Teacher's duly authorized bargaining agent may agree upon from time to time.

TENTH: Teacher's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District on or before **June 14, 2021** shall constitute a rejection of this offer of employment.

ELEVENTH: Other Contract Terms:

Executed 6-2, 2021.



Teacher

Executed _____, 2021.

Board President

Board Secretary

**SHELTON PUBLIC SCHOOL
Shelton, Nebraska
Principal Contract**

This agreement made and entered into this **June 11, 2021** by and between the BOARD OF EDUCATION OF SHELTON SCHOOL DISTRICT NO. 19 in the State of Nebraska hereinafter referred to as the "Board" and **Jeff Kenton** a legally qualified teacher and administrator who holds a Nebraska Administrative and Supervisory certificate now in force and valid in said county for the term of this contract, hereinafter referred to as the "Administrator".

WITNESSETH:

That said Administrator agrees to accept the position of PK-12 Principal in said district for a term as hereinafter provided and to perform all duties of said position under the direction of the Superintendent of Schools and policies of said District during the term of the contract.

FIRST: Said contract shall begin on or about **August 1, 2021** and continue in full force and effect for the **2021-22** school year.

SECOND: It is agreed that the annual salary of said Administrator shall be **\$109,021.00** not including extra duty assignments payable in twelve equal installments.

THIRD: It is further agreed that the Administrator shall be assigned responsibilities which require 220 days of service with specific terms and conditions as may be arranged by the Superintendent of Schools for the Board of Education.

FOURTH: The Administrator declares that he is not under contract with another board, board of education, school district, board of regents or trustees of any school district.

FIFTH: The Administrator hereby agrees to be governed by the regulations and policies of the Board and the duties as assigned by the Superintendent of Schools to be performed under this contract.

SIXTH: It is agreed that neither party may cancel this contract without written consent of the other party except that where just cause exists the Board may discharge said Administrator thereby terminating this contract; provided said Administrator has been given the cause or causes for discharge and has been given an opportunity for a hearing before the Board prior to official action being taken. Just cause as used herein may include one or more of the following: incompetence, immorality, insubordination, intemperance, cruelty, neglect of duty, general neglect of the business of the school, unprofessional conduct, physical or mental incapacity, and violation of law involving moral turpitude or any conduct tending to reflect great discredit upon the school of the District or upon the Administration. In the event of termination of this contract for any cause, the Administrator shall be paid on a pro rate basis only for the months of service

he has performed from the current school year.

SEVENTH: The Administrator agrees to be in attendance at educational and other meetings as directed and authorized by the Superintendent for the Board of Education.

EIGHTH: This contract shall be deemed to have been entered into subject to all of the provisions of the laws of the State of Nebraska, and said contracting parties hereby agree to conform to the regulations and requirements governing the deductions from the above stated compensation with reference to Withholding Tax, Social Security, Teacher's Retirement, and other deductions authorized by law.

NINTH: District will provide full health and dental insurance premium, National & State Association dues, and 15 annual sick days accumulative to 40.

TENTH: Administrator's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the district on or before June 14, 2021 shall constitute a rejection of this offer of employment.

ELEVENTH: Other Contract Terms: None

By _____ Date _____
Administrator

By _____ Date _____
Board President

By _____ Date _____
Board Secretary

**SHELTON PUBLIC SCHOOL
Shelton, Nebraska
Teacher/Assistant Principal Contract**

This agreement made and entered into this **June 11, 2021** by and between the BOARD OF EDUCATION OF SHELTON SCHOOL DISTRICT NO. 19 in the State of Nebraska hereinafter referred to as the "Board" and **Jenette Meyer** a legally qualified teacher who will hold a Nebraska Administrative and Supervisory certificate now in force and valid in said county for the term of this contract, hereinafter referred to as the "Administrator".

WITNESSETH:

That said Administrator agrees to accept the position of Teacher/Assistant Principal in said district for a term as hereinafter provided and to perform all duties of said position under the direction of the Superintendent of Schools and policies of said District during the term of the contract.

FIRST: Said contract shall begin on or about **August 7, 2021** and continue in full force and effect for the **2021-2022** school year.

SECOND: It is agreed that the annual salary of said Teacher/Administrator shall be **\$80,223** not including extra duty assignments payable in twelve equal installments.

THIRD: It is further agreed that the Teacher/Administrator shall be assigned responsibilities which require **205** days of service with specific terms and conditions as may be arranged by the Superintendent of Schools for the Board of Education.

FOURTH: The Teacher/Administrator declares that she is not under contract with another board, board of education, school district, board of regents or trustees of any school district.

FIFTH: The Teacher/Administrator hereby agrees to be governed by the regulations and policies of the Board and the duties as assigned by the Superintendent of Schools to be performed under this contract.

SIXTH: It is agreed that neither party may cancel this contract without written consent of the other party except that where just cause exists the Board may discharge said Teacher/Administrator thereby terminating this contract; provided said Teacher/Administrator has been given the cause or causes for discharge and has been given an opportunity for a hearing before the Board prior to official action being taken. Just cause as used herein may include one or more of the following: incompetence, immorality, insubordination, intemperance, cruelty, neglect of duty, general neglect of the business of the school, unprofessional conduct, physical or mental incapacity, and violation of law involving moral turpitude or any conduct tending to reflect great discredit upon the school of the District or upon the Administration. In the event of termination of this contract for any cause, the Teacher/Administrator shall be paid on a pro rate basis

only for the months of service he has performed from the current school year.

SEVENTH: The Teacher/Administrator agrees to be in attendance at educational and other meetings as directed and authorized by the Superintendent for the Board of Education.

EIGHTH: This contract shall be deemed to have been entered into subject to all of the provisions of the laws of the State of Nebraska, and said contracting parties hereby agree to conform to the regulations and requirements governing the deductions from the above stated compensation with reference to Withholding Tax, Social Security, Teacher's Retirement, and other deductions authorized by law.

NINTH: District will provide full health and dental insurance premium, National & State Association dues, and 15 annual sick days accumulative to 40.

TENTH: Administrator's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of education of the District on or before **June 14, 2021** shall constitute a rejection of this offer of employment.

ELEVENTH: Other Contract Terms: None

By _____ Date _____
Administrator

By _____ Date _____
Board President

By _____ Date _____
Board Secretary

Year 2020-2021				Next Year 2021-2022							
FICA	7.65%	Single	\$8,435.00		FICA	7.65%	Single	\$8,673.72			
Retirement	9.88 %	Employee-Child	\$15,605.00		Retirement	9.88%	Employee-Child	\$16,046.52			
		Employee-Spouse	\$17,714.00				Employee-Spouse	\$18,215.04			
		Employee-Family	\$23,786.00			2.96%	Employee-Family	\$24,458.52			
Name/Position	20-21 Wage	Hours Worked	Benefits	Total Comp	Name/Position	21-22 Wage	Hours Worked	Benefits	Total Comp	Total Comp	Hourly Change
Bookkeeper					Bookkeeper						
Lacey, LeAnne	\$34.43	2080	\$17,714.00	\$89,328.40							
Meyer, Missy	\$17.00	2080	\$23,786.00	\$59,146.00	Meyer, Missy	\$21.00	2080	\$24,458.52	\$68,138.52		23.50%
Secretary Secondary					Office Assistant/Translator						
Rodriguez, Vicki	\$21.94	1534.5	\$9,000.00	\$42,666.93	Bernal Pardo, Maritza	\$17.50	1433.75		\$25,090.63		
Secretary Secondary					Office Manager						
Sutton, Sandy	\$17.71	1433.75		\$25,391.71	Sutton, Sandy	\$20.00	1433.75		\$28,675.00		11.50%
Custodial			(As of 8/11)		Custodial						
Jensen, Seth	\$23.45	2080	\$23,786.00	\$72,562.00	Jensen, Seth	\$23.45	2080	\$24,458.52	\$73,234.52		0.00%
Lauber, Roxanne	\$15.75	2080	\$23,786.00	\$56,546.00	Lauber, Roxanne	\$16.20	2080	\$24,458.52	\$58,154.52		2.85%
Lehn, Dennis	\$24.41	2080	\$23,786.00	\$74,558.80	Lehn, Dennis	\$25.11	2080	\$24,458.52	\$76,687.32		2.85%
Cooks					Cooks						
Bombeck, Sue	\$20.03	1536	\$17,714.00		Bombeck, Sue	\$20.60	1536	\$18,215.04	\$49,856.64		2.85%
Slagle, Bev	\$12.60	1144		\$14,414.40	Slagle, Bev	\$12.96	1144		\$14,826.24		2.85%
Smallcomb, Jill	\$11.30	430.5		\$4,864.65	Smallcomb, Jill	\$11.62	430.5		\$5,002.41		2.85%
Bus Drivers					Bus Drivers						
Lehn, Dennis	\$80.00	178		\$14,240.00	Lehn, Dennis	\$81.00	178		\$14,418.00		1.25%
Spellman, Denise	\$80.00	178		\$14,240.00	Spellman, Denise	\$81.00	178		\$14,418.00		1.25%
Alternative Education					Alternative Education						
Moore, Donita	\$17.00	1246		\$21,182.00	Moore, Donita	\$17.48	1246		\$21,780.08		2.85%
SPED Paras					SPED Paras						
Gibbs, Carolyn	\$17.71	1246		\$22,066.66	Gibbs, Carolyn	\$18.21	1246		\$22,689.66		2.85%
Gibbs, Carolyn - SPED	\$30.00	176		\$5,280.00	Gibbs, Carolyn - SPED	\$21.00	176		\$3,696.00		2.85%
Hawks, Carlie	\$13.45	1246		\$16,758.70	Hawks, Carlie	\$13.83	1246		\$17,232.18		
Johnson, April	\$13.89	1246		\$17,306.94	Johnson, April	\$14.29	1246		\$17,805.34		2.85%
Moeller, Brenda	\$18.64	1246		\$23,225.44	Moeller, Brenda	\$19.17	1246		\$23,885.82		2.85%
Ropers, Dori	\$13.89	1246		\$17,306.94	Ropers, Dori	\$14.29	1246		\$17,805.34		2.85%
Smallcomb, Jill	\$13.45	430.5		\$5,790.23	Smallcomb, Jill	\$13.83	430.5		\$5,953.82		2.85%
Library Para					Library Para						
Muhlbach, Dee Dee	\$17.71	1246		\$22,066.66	Muhlbach, Dee Dee	\$18.21	1246		\$22,689.66		2.85%
Nurse					Nurse						
Cornelius, Jackie	\$30.05	546		\$16,407.30	Cornelius, Jackie	\$30.91	546		\$16,876.86		2.85%

Totals	\$544.41	26709.25	\$139,572.00	\$635,349.76	Totals	\$511.66	24528.5	\$116,049.12	\$598,916.56	0.00%	4.07%
Current Year 2020-2021					Current Year 2021-2022		Change	Change \$			
Salaries	\$495,777.76				Salaries	\$482,867.44					
FICA	\$37,927.00				FICA	\$36,939.36					
Retirement	\$58,557.06				Retirement	\$47,707.30					
Benefits	\$139,572.00				Benefits	\$116,049.12					
Total District Cost	\$731,833.82				Total District Cost	\$683,563.22					

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT SHELTON PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Shelton Public Schools**, legally known as **Buffalo County School District 10-0019**, and referred to as "the Board" and "the District" respectively, and Shanna Gannon, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of two year(s) beginning on July 1, 2020, and expiring on June 30, 2022. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays included on the School District calendar or leave days listed in Section 11.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular January 2022 board meeting (and each January thereafter)** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular December meeting** of each year of this contract and shall make the renewal of the Superintendent's employment contract an agenda item for the regular **January** board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the 2020-21 contract year shall be \$115,000.00 which shall be paid in 12 equal monthly installments beginning in the month of July 2020. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent

authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that the Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the Superintendent's application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Superintendent will advise the Board immediately; (2) the Superintendent has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) the Superintendent has not had any professional licenses or certificates suspended or revoked.

Section 6. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to all required duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out the Superintendent's duties and obligations to the District.

Section 7. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Superintendent shall organize the administrative and supervisory staff, and select, place, and

transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of the Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. § 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with the obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform any of the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period longer than his or her accumulated sick leave, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 10. Transportation. The Board shall provide the Superintendent with transportation or reimburse the Superintendent for mileage required in the performance of official duties at the rate approved by the Board.

Section 11. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

a. Health Insurance. Health insurance that is available to certificated staff through the District's health insurance carrier at the level for which the Superintendent qualifies.

b. Dental Insurance. Dental insurance that is available to certificated staff through the District's health insurance carrier at the level for which the Superintendent qualifies.

c. Life Insurance. Term life insurance with a total death benefit of Fifty-Thousand Dollars (\$50,000) .

d. Disability Insurance. The Superintendent shall purchase long-term disability insurance from the District's carrier at the Superintendent's own expense.

e. Sick Leave. The Superintendent shall be entitled to thirteen (13) days of sick leave per year which may accumulate to a total of forty (40) days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.

f. Vacation. The Superintendent shall have twenty (20) vacation days for the initial contract year which the Superintendent may use at times the Superintendent chooses so long as the absence does not interfere with the proper performance of the Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will

cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the initial contract year, the Board shall give the Superintendent the number of vacation days necessary to restore the total to twenty (20) days. For example, if the Superintendent uses 12 days of vacation one year, the Board will provide the Superintendent with 12 days the following year to bring the total vacation days back to 20. The Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Superintendent to use vacation days and shall compensate the Superintendent for unused vacation days upon the conclusion of employment at a rate of **\$100.00** per day.

- g. Professional Development.** The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.
- h. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA) and _____.
- i. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201

et seq.) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$750.00 or more.

- j. Moving Expenses.** The Superintendent shall be reimbursed up to \$3,000 for all actual and necessary moving expenses for which he or she provides documentation.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

Section 14. Evaluation. The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make the Superintendent evaluation an agenda item for the regular **December** Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 16. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by carrying out the Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's performance of duties or position as the Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the

Superintendent acted in good faith and in a manner which the Superintendent reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the Superintendent's conduct was unlawful.

Section 17. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, the Superintendent will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this contract. In deference to the requirements of state and federal law, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of the position.

Section 18. Disciplinary Action. The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising the Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

Section 19. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

Section 20. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 21. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this 17th day of February , 2020.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this 31st day of January , 2020.



Shanna Gannon, Superintendent

Your Single Source Service Provider |



Council Bluffs/Omaha | Sioux City | Kearney | Sturgis | Lincoln | Denver

December 10, 2020

QUOTE NUMBER: Q2000718

KELLY ALDREN

Rasmussen Mechanical Services
2120 Avenue N
Kearney, NE 68848

SHANNA GANNON

SHELTON PUBLIC SCHOOL
210 9TH STREET
SHELTON, Nebraska
68876

Proposal

Subject: QUOTE- INSTALL N4 JACE AND INTEGRATE EXISTING CONTROLS SYSTEM

Shanna Gannon,

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

Inclusions:

- INSTALL HONEYWELL N4 JACE FRONT END CONTROLLER
- CONNECT BACNET COMM FROM EXISTING CONTROLS SYSTEM
- PULL ALL AVAILABLE POINTS LIST INTO DATABASE AND CREATE GRAPHICAL USER INTERFACE
- CUSTOMER TRAINING
- COMMISSIONING OF THE UNITS ONCE INTEGRATED TO TEST UNITS OPERATION
- SUPPLY AND SETUP IPAD

Exclusions:

- IT SUPPORT FROM OWNER FOR INTERNAL AND EXTERNAL ACCESS
- DATA CABLE RAN BY IT DEPT.

Clarifications:

- THIS SYSTEM IS AN OPEN PROTOCOL CONTROLLER WHERE THE OWNER OWNS THE LICENSE
- THIS BUILDING MANAGEMENT SYSTEM WILL HAVE THE CAPABILITY TO SEND ALARMS VIA TEXT AND OR EMAIL
- THIS SYSTEM WILL HAVE THE ABILITY TO TREND CUSTOMER SUGGESTED POINTS ON THE NETWORK
- THIS SYSTEM WILL BE ACCESSIBLE EXTERNALLY VIA SMART PHONE, TABLET, OR COMPUTER WITH SET POINT ADJUSTMENT AVAILABILITY

- IF ANY CONTROLLERS, SENSORS,ETC. ARE FOUND FAULTY WHILE INTERGRATING THE SYSTEM THIS WILL BE AN ADDITIONAL COST TO UPGRADE TO A HONEYWELL CONTROLLER AND SENSORS
- THIS PRICE IS A **NOT TO EXCEED** QUOTE
- THIS CONTROLLER WILL BE SIZED FOR FUTURE EXPANSION OF CONTROLLERS ON THE NETWORK

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work on a Time and Material basis **NOT TO EXCEED** the net sum of:

TWENTY-TWO THOUSAND SEVEN HUNDRED ONE DOLLARS AND NO CENTS....\$22,701.00

Terms and Conditions

- Note: This Proposal is valid for 30 days from date of submission.
- Sales Tax is not included in price.
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Rasmussen Mechanical Services will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Rasmussen Mechanical Services reserves its right to seek an excusable extension of time if Rasmussen Mechanical Services or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Rasmussen Mechanical Services, we intend to seek additional costs associated with the suspension.

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,

Kelly Aldren

Project Manager

Rasmussen Mechanical Services

Phone: (605) 343-7800

Mobile: (605) 431-7160

Email: kelly.aldren@rasmech.com

Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls

Confidentiality Note: This Proposal may contain confidential and/or private information. If you received this Proposal in error please delete and notify sender.

Buyer's Acceptance

Approved by Seller

Authorized Signature for: SHELTON
PUBLIC SCHOOL

Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2000718

Date of Acceptance



Because learning changes everything.®

QUOTE PREPARED FOR:

Shelton Public Schools
210 9TH ST
SHELTON, NE 68876-1628
ACCOUNT NUMBER: 335274

SUBSCRIPTION/DIGITAL CONTACT:

Shanna Gannon
sgannon@sheltonbulldogs.org
(308) 647-6742

CONTACT:

Shanna Gannon
sgannon@sheltonbulldogs.org
(308) 647-6742

SALES REP INFORMATION:

Amanda Kelly
amanda.kelly@mheducation.com
(720) 601-3265

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Study Sync 2021 (6yr Option)	\$26,725.86	(\$2,225.86)	\$24,500.00
PRODUCT TOTAL*	\$26,725.86	(\$2,225.86)	\$24,500.00
ESTIMATED S&H**			\$1,960.00
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$26,460.00

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/10/2021

ACCOUNT NAME: Shelton Public Schools

EXPIRATION DATE: 07/25/2021

QUOTE NUMBER: DGARB-06102021-009

ACCOUNT #: 335274

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Study Sync 2021 (6yr Option)					
Student Materials (Single Bind Student Bundles)					
STUDYSYNC CORE ELA GRADE 6 STD (PRINT AND DIGITAL) STUDENT SINGLE BIND 6 YR BDL	978-0-07-703645-4	25	\$140.00	\$0.00	\$3,500.00
STUDYSYNC CORE ELA GRADE 7 STD (PRINT AND DIGITAL) STUDENT SINGLE BIND 6 YR BDL	978-0-07-703649-2	25	\$140.00	\$0.00	\$3,500.00
STUDYSYNC CORE ELA GRADE 8 STD (PRINT AND DIGITAL) STUDENT SINGLE BIND 6 YR BDL	978-0-07-703650-8	25	\$140.00	\$0.00	\$3,500.00
STUDYSYNC CORE ELA GRADE 9 STD (PRINT AND DIGITAL) STDNT SINGLE BIND 6 YR BDL	978-0-07-703736-9	25	\$140.00	\$0.00	\$3,500.00
STUDYSYNC CORE ELA GRADE 10 STD (PRINT AND DIGITAL) STDNT SINGLE BIND 6 YR BDL	978-0-07-703737-6	25	\$140.00	\$0.00	\$3,500.00
STUDYSYNC CORE ELA GRADE 11 STD (PRINT AND DIGITAL) STDNT SINGLE BIND 6 YR BDL	978-0-07-703738-3	25	\$140.00	\$0.00	\$3,500.00
STUDYSYNC CORE ELA GRADE 12 STD (PRINT AND DIGITAL) STDNT SINGLE BIND 6 YR BDL	978-0-07-703739-0	25	\$140.00	\$0.00	\$3,500.00
Student Materials (Single Bind Student Bundles) Subtotal:				\$0.00	\$24,500.00
Teacher Materials (Print & Digital)					
Print					
STUDYSYNC CORE ELA GRADE 6 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703691-1	1	\$168.99	\$168.99	*Free Materials
STUDYSYNC CORE ELA GRADE 7 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703692-8	1	\$168.99	\$168.99	*Free Materials
STUDYSYNC CORE ELA GRADE 8 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703693-5	1	\$168.99	\$168.99	*Free Materials
STUDYSYNC CORE ELA GRADE 9 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703787-1	1	\$168.99	\$168.99	*Free Materials
STUDYSYNC CORE ELA GRADE 10 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703791-8	1	\$168.99	\$168.99	*Free Materials
STUDYSYNC CORE ELA GRADE 11 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703792-5	1	\$168.99	\$168.99	*Free Materials
STUDYSYNC CORE ELA GRADE 12 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703796-3	1	\$168.99	\$168.99	*Free Materials
Digital					
STUDYSYNC GRADE 6 TEACHER ONLINE 6 YEAR SUBSCRIPTION	978-0-07-686775-2	1	\$148.99	\$148.99	*Free Materials
STUDYSYNC GRADE 7 TEACHER ONLINE 6 YEAR SUBSCRIPTION	978-0-07-700848-2	1	\$148.99	\$148.99	*Free Materials

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/10/2021
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ACCOUNT NAME: Shelton Public Schools
 ACCOUNT #: 335274

EXPIRATION DATE: 07/25/2021
 PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
STUDYSYNC GRADE 8 TEACHER ONLINE 6 YEAR SUBSCRIPTION	978-0-07-700851-2	1	\$148.99	\$148.99	*Free Materials
STUDYSYNC GRADE 9 TEACHER ONLINE 6 YEAR SUBSCRIPTION	978-0-07-685296-3	1	\$148.99	\$148.99	*Free Materials
STUDYSYNC GRADE 10 TEACHER ONLINE 6 YEAR SUBSCRIPTION	978-0-07-700788-1	1	\$148.99	\$148.99	*Free Materials
STUDYSYNC GRADE 11 TEACHER ONLINE 6 YEAR SUBSCRIPTION	978-0-07-700794-2	1	\$148.99	\$148.99	*Free Materials
STUDYSYNC GRADE 12 TEACHER ONLINE 6 YEAR SUBSCRIPTION	978-0-07-700837-6	1	\$148.99	\$148.99	*Free Materials

Teacher Materials (Print & Digital) Subtotal: \$2,225.86 \$0.00
Study Sync 2021 (6yr Option) Subtotal: \$2,225.86 \$24,500.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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ACCOUNT NAME: Shelton Public Schools
ACCOUNT #: 335274

EXPIRATION DATE: 07/25/2021
PAGE #: 3



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QUOTE PREPARED FOR:

Shelton Public Schools
210 9TH ST
SHELTON, NE 68876-1628
ACCOUNT NUMBER: 335274

CONTACT:

Shanna Gannon
sgannon@sheltonbulldogs.org
(308) 647-6742

VALUE OF ALL MATERIALS	\$26,725.86
FREE MATERIALS	(\$2,225.86)
PRODUCT TOTAL*	\$24,500.00
ESTIMATED SHIPPING & HANDLING**	\$1,960.00
ESTIMATED TAX**	TBD
GRAND TOTAL	\$26,460.00

SUBSCRIPTION/DIGITAL CONTACT:

Shanna Gannon
sgannon@sheltonbulldogs.org
(308) 647-6742

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

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ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/10/2021

ACCOUNT NAME: Shelton Public Schools

EXPIRATION DATE: 07/25/2021

QUOTE NUMBER: DGARB-06102021-009

ACCOUNT #: 335274

PAGE #: 4

POLICY 9108 HOMELESS STUDENTS

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

- 2. Homeless Liaison.** The District's homeless liaison is the superintendent. Students in homeless situations who require assistance should contact the liaison at 308-647-6742 or in person at 210 9th Street, Shelton Nebraska 68876. The liaison's responsibilities include:
 - a. Ensuring homeless children and youth are identified through coordination with the Nebraska Department of Education, community groups, and other school personnel;
 - b. Receiving training regarding state and federal law governing homeless children and youth;
 - c. Ensuring homeless children and youth and their families are referred to appropriate health care, housing, and other relevant service providers and programs available in the community;
 - d. Assisting other District personnel to work with homeless children and youth and their families on regular attendance, participation in programs and activities of the District, and completing academic work to meet academic standards of the District;
 - e. Assisting homeless children and youth and working with other District employees to prepare for and improve college readiness, including assistance with applications, selection, financial aid, and status verification for purposes of the Free Application for Federal Student Aid; and
 - f. Carrying out other aspects of this policy.

- 3. Definitions**
 - a. "Homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence and includes:
 - i. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
 - ii. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

- iii. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - iv. Migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).
 - b. The term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained by an act of Congress or by state law.
 - c. “Child” and “youth” refers to persons who, if they were children of residents of the District, would be entitled to a free education.
 - d. The term "unaccompanied youth" shall mean a homeless child or youth not in the physical custody of a parent or guardian.
 - e. “School of origin” means the school that the child or youth attended when permanently housed, or the school in which the child or youth was last enrolled.
- 4. **School Stability and Enrollment.** Generally, the District presumes that keeping a homeless child or youth in their school of origin is in the child’s best interest unless it is contrary to a request of the child’s parent, guardian, or in the case of an unaccompanied youth, the youth. The District will also consider factors including, but not limited to: the impact of mobility on achievement, education, health, and safety of the child.
- 5. **Strategies to Address Enrollment Delays.** In order to address enrollment delays resulting from homelessness, the school district shall immediately enroll homeless students even if they are unable to produce records normally required for enrollment such as immunization and medical records, residency documents, birth certificates, school records, or other documentation, or guardianship documents. The school district shall immediately contact the school last attended by the student to obtain academic and other records. The school district’s homeless liaison shall assist in obtaining necessary immunizations, or immunization or medical records.
- 6. **Transportation.** Transportation shall be provided to homeless students to the extent required by law and comparable to that provided to students who are not homeless. At the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), transportation shall be provided to and from the school of origin as follows:
 - a. If the homeless child or youth continues to live in the area served by the school district, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the school district.
 - b. If the homeless child's or youth's living arrangements in the area served by the school district terminate and the child or youth, though continuing his or her

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

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

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

- a. The child or youth shall be admitted immediately to the school in which enrollment is sought, pending resolution of the dispute;
- b. The child, youth, parent, or guardian shall be referred to the district's homeless liaison who shall carry out the dispute resolution process within (30) thirty calendar days after receiving notice of the dispute;
- c. The parent or guardian of the child or youth or, in the case of an unaccompanied youth, the youth, shall be provided with a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or unaccompanied youth to appeal the decision within (30) thirty calendar days of the time such complaint or dispute is brought.
- d. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in the school in which enrollment is sought pending resolution of the dispute.

9. **Appeal Process**

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

Adopted on: 7/3/09

Reviewed on: 7/15/19

Revised on: 12/9/13, 7/20/15, 7/18/16, 7/10/17, 7/09/18

POLICY 9113 Compulsory Attendance and Excessive Absenteeism

Research on policies and practices that effectively encourage regular student attendance share some key components:

1. Education of parents regarding school attendance requirements.
2. Effective policies and practices to monitor attendance.
3. Clear definition of excessive absenteeism and a two-stage response to excessive absences.

The board has considered this educational research and used it to create the following policy on Compulsory Attendance and Excessive Absenteeism.

Required Attendance

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

Mandatory Attendance Age

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

Attendance Officer

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

Expectations for Regular Attendance:

1. Students are expected to attend every class, every day.
2. The only "excused" absences shall be:
 - a.) absences when a licensed health care provider has confirmed in writing that, in his/her professional medical opinion and within his/her scope of practice, the student or a child whom the student is parenting is so physically or mentally ill that attendance of the student is impracticable or impossible;
 - b.) absences when the Nebraska State Patrol confirms in writing that weather conditions have made the roads impassable so that the student's attendance impracticable or impossible;
 - c.) student attendance at a school-sponsored activity;
 - d.) student has been suspended or expelled from school by the school district; and
 - e.) absences required by law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor illnesses, family events, routine medical appointments are simply "absences."
- ~~4. Upon return from every absence or partial-day absence, students must remain after school for 30 minutes to meet with teachers, work on missed assignments or simply to study. The location and supervision of the student will be determined by the building principal in consultation with the student's classroom teacher(s).~~
5. Students must not be absent from any course more than seven days in any given quarter in order to earn academic credit for that course for that quarter. Students who lose credit in any given course due to absences may appeal that loss of credit to his/her building principal.

When students are absent from school, district staff will respond as follows:

First Stage Response to Absences

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.
2. Attendance letters will be mailed to parents when their student has accumulated 5 days, 8 days, and 10 days of absences in any given quarter.
3. After a student's 8th and 10th absences in any given quarter, the school's attendance officer will schedule a meeting with the student's parents or guardians. That meeting will be documented on the attached form.
 - a. This meeting must be attended by attendance officer, parents, social worker or principal, and the student (if appropriate)
 - b. The meeting shall be documented
 - c. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance
4. Building principals must meet with teachers who have 10% of their students miss seven or more days of class in any given quarter to review strategies to increase student engagement. A consistent pattern of student absences from a teacher's classes may result in a formal remediation plan.
5. The superintendent must meet with the building principal if more than 10% of students miss seven or more days of class in any quarter to review strategies to improve the school building's climate. A consistent pattern of building-wide absenteeism may result in a formal remediation plan.

Second Stage Response to Absences

Students who accrue more than 20 absences in a school year will be referred to the county attorney for action under NEB. REV. STAT. § 43-247(3)(a) and (b).

Adopted on: 7/9/12

Revised on: 12/9/13, 9/15/14, 7/10/17, 7/09/18, 9/17/18

Reviewed on: 7/15/19

Acknowledgment of Receipt

I understand that consistent school attendance is required by state law. I also understand that student achievement is directly linked to excellent attendance. I have received the board of education's new policy on student attendance and have reviewed it.

Student Name _____

Student Signature _____

Date _____

Parent/Guardian Name _____

Parent/Guardian Signature _____

Date _____

9205 Student Bullying

Definition of Bullying. Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” The school district’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

Bullying Investigations. School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

Disciplinary Consequences. The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district’s day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

Bullying Based on Protected Class Status. Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district’s antidiscrimination policies.

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an

adverse educational impact and, if appropriate, will refer those students to the district's student assistance team.

Bullying Prevention and Education. Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

Policy Review. The school district shall review this policy annually.

Adopted on: 12/13/10

Revised on: 7/09/18, 06/15/20

Reviewed on: 10/08/12, 9/09/13, 9/14/14, 7/20/15, 7/18/16, 7/10/17, 7/09/18, 7/15/19

POLICY 2014 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 **immediate family parent, spouse, or child** has a business association with the business involved in the contract or will receive a direct **pecuniary 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:
 - (3) The board member does not abuse his or her position.
 - (4) 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.
- (5) The board makes a reasonable solicitation and consideration of applications for employment.
- (6) 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.
- (7) 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

- c. 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.
- d. 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.
- e. 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

- f. 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.
- g. 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.
- h. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- i. 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

- j. 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.
- k. 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

- l. 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.
 - m. 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: 12/9/13
Revised on: 08/8/16, 06/12/17
Reviewed on: 03/15/21

POLICY 4001: Budget and Property Tax Hearing

Budget and Property Tax Request

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

Budget Procedures

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

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

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

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

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

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

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

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

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

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

Property Tax Request Procedures – Property Tax Request is Equal To or Lower Than the Allowable Growth Percentage

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

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

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

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

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

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

Property Tax Request Procedures – Property Tax Request is Greater Than the Allowable Growth Percentage

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

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

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

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

- The County Assessor sending a postcard with all required information to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;

· Posting notice of the hearing with all required information on the home page of the relevant county's web site, except that this requirement shall only apply if the county has a population of more than twenty-five thousand inhabitants; ***and***

· Publishing notice of the hearing with all required information in a legal newspaper in or of general circulation in the relevant county.

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

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

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

Adopted on: 1/12/09

Revised on:

Reviewed on:

POLICY 4022 Bidding for Construction, Remodeling, Repair or Site Improvements

I. Applicability of this policy.

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

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

II. Projects with an Estimated Cost of Less than ~~\$100,000~~ \$109,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than ~~\$100,000~~ \$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 ~~\$100,000~~ \$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 ~~\$100,000~~ \$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 ~~\$100,000~~ \$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: 7/10/17

Revised on: _____

Reviewed on: _____

POLICY 4023 Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds

I. Applicability of the policy

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds ~~\$100,000~~ \$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 ~~\$150,000~~ \$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 ~~\$3,500~~ \$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 ~~\$3,500~~ \$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. Construction with an Anticipated Cost of between ~~\$3,500~~ \$10,000 and ~~\$100,000~~ \$250,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than ~~\$3,500~~ \$10,000 and less than ~~\$100,000~~ \$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.

- B.** Construction Projects with an estimated cost of ~~\$100,000~~ \$109,000 and ~~over~~ \$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 ~~\$150,000~~ \$250,000

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of ~~\$150,000~~ \$250,000 will be publicly solicited using the sealed bid method

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

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

E. 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. 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: 07/10/17

Revised on: 7/15/19

Reviewed on: _____

POLICY 4024 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 \$3,500 and less than \$150,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district’s standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$150,000, the district will generally follow the bidding process outlined in the board’s policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Noncompetitive Proposals (Sole Sourcing)

a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- 1) The item is available only from a single source;
- 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
- 4) After solicitation of a number of sources, competition is determined inadequate.

- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for

financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

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

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

C. Inventory Records

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

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

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

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

D. Physical Inventory

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

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

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

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

V. 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.

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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.

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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.

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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. Allowable Costs

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

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

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

VI. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those

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

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

2. Maintenance of Procurement Records

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

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis;

staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: 07/10/17

Revised on: 8/13/18, 7/15/19

Reviewed on: _____

POLICY 8022 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 ~~by students for personal academic purposes~~ 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: 09/12/16

Revised on: 07/10/17, 7/15/19

Reviewed on: 08/08/16

Policy 8023 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. ~~Beginning in 2019-20~~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 ~~30~~ 45 calendar days ~~that school is in session of each school year. For all other grades, the first assessment must occur within the first 30 calendar days that school is in session of each school year.~~

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

Deficiency Identification. Any student in kindergarten through third grade performing below the threshold level as determined by the Nebraska Department of Education shall be identified as having a reading deficiency for purposes of the Nebraska Reading Improvement Act and this policy. A student who is identified as having a reading deficiency shall remain identified as having a reading deficiency until the student performs at or above the threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act or this policy shall prohibit a school district from identifying any other student as having a reading deficiency.

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

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

The supplemental reading intervention program may also include:

- Reading intervention ~~techniques that are based on scientific research and best~~ practices that are evidence-based;
- Diagnostic assessments to ~~to frequently monitor student progress throughout the school year and adjust instruction accordingly~~ 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:
 - o Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
 - o Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
 - o 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: 7/09/18

Revised on: _____

Reviewed on: _____

POLICY 6004: CONSTRUCTION MANAGEMENT AT RISK CONTRACTS

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (Neb. Rev. Stat. " 13-2901 to 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 Shelton 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:
 - a. The financial resources of the construction manager to complete the project (**up to ten percent**);
 - b. The ability of the proposed personnel of the construction manager to perform (**up to thirty percent**);
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the construction manager (**up to thirty percent**);
 - d. The quality of performance on previous projects (**up to thirty percent**);
 - e. The ability of the construction manager to perform within the time specified (**up to thirty percent**);
 - f. The previous and existing compliance of the construction manager with laws relating to the contract (**up to ten percent**); and
 - g. Such other information may be secured having a bearing on the selection (**up to twenty percent**).

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of Neb. Rev. Stat. ' 84-712.01.

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

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

- A. The school district shall 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.

(3) Appeals Board shall mean an independent panel of three disinterested individuals appointed by the Superintendent, which individuals shall have a thorough knowledge of the purchasing process and practices and laws applicable thereto.

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 bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. 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 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.
- (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 appeal to the Appeals 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 issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Appeals 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 Appeals Board, but the decision shall be final unless the interested party protester files a timely appeal with the Appeals Board.

D. Appeals Board 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 a hearing before the Appeals Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. Upon receipt of an appeal from an interested party protester, the Superintendent shall convene the Appeals Board within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Appeals Board shall decide whether the solicitation being appealed was in accordance with all applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the school district. Within ten working days of hearing such appeal, the Appeals Board shall submit its findings and recommendations to the school district board of education. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the school district board of education without Appeals Board action. No determination by the Appeals Board concerning an issue of law or fact shall be final or binding on the school district.

E. Finality of Decision. The school district board of education shall consider the recommendations of the Superintendent and the Appeals Board 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.

Document17

Adopted on: 06/10/13

Revised on:

Reviewed on:

4026
Design-Build Contracts

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

The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

Definitions. For purposes of this policy:

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means _____ Public Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under a DB Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.
8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements,

applicable governmental code requirements, and other criteria for the intended use of the project.

9. Proposal means an offer in response to a Request For Proposals (“RFP”) by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.
10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.
11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.
12. Superintendent means the District’s Superintendent of Schools.

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

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

- A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
 - (1) A general description of the Design-Build project;
 - (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
 - (3) The date by which persons or organizations must submit their applications; and
 - (4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District’s Design-Build Contract Policy from the Superintendent.
- B. To apply to be the District’s PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads;

experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

- D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.
- E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.
- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.
- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.
- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.
- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.
- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.
- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.
- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

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

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

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

- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.
- 3. Procedures for the preparation and content of RFPs.**
- A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:
 - (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;
 - (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
 - (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 - (4) A project statement which contains information about the scope and nature of the project;
 - (5) Project Performance Criteria;
 - (6) Budget parameters for the project;
 - (7) Any bonds or insurance required by law or as may be additionally required by the District;
 - (8) The criteria for evaluation of Proposals and the relative weight of each criterion;
 - (9) A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;

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

- (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
- (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
- (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
- (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
- (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and

(11) Other information the District chooses to require.

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

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

4. Procedures for preparing and submitting Proposals.

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.

- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

5. Procedures for evaluating Proposals.

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

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

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

- (1) The financial resources of the design-builder to complete the project **(up to ten percent)**;
- (2) The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
- (4) The quality of performance on previous projects **(up to thirty percent)**;
- (5) The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
- (6) The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

2 Microsoft Servers

These are outdated and will be recycled

10 Library desk top computers

Jeanne is looking into resale options

Publisher	Title	Year	Quantity
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As of 6/10/2021

ISBN	Publisher	Title	Year	Quantity
#0618136622		The Language of Literature	2002	40
#0618136630		The Language of Literature	2002	38
#0618170340		The Language of Literature	2002	38
#0618170405		The Language of Literature	2002	47
#0618170472		The Language of Literature	2002	31
#0618170758		The Language of Literature	2002	29
9.78158E+12		Vocab Power Plus	2005	43
9.78158E+12		Vocab Power Plus	2005	37
9.78158E+12		Vocab Power Plus	2004	50
9.78194E+12		Vocab Power Plus for the ACT	2011	13
9.78194E+12		Vocab Power Plus for the ACT	2011	15
9.78194E+12		Vocab Power Plus for the ACT	2011	12



Grade

7

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12 British Literature

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11

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12