

Board of Education Regular Meeting  
Monday, March 10, 2025 7:30 PM  
Conference Room at the Southern Valley  
Schools Junior/Senior High School Building,  
Oxford, Nebraska  
43739 Hwy 89  
Oxford, NE 68967

1. OPENING THE MEETING
  - 1.1. Call Meeting to Order
  - 1.2. Nebraska Open Meetings Law - Posted on the wall
  - 1.3. Publication of Meeting-notice was provided according to board policy #2008.
  - 1.4. Board Member Roll Call
    - 1.4.1. Excused Absence
    - 1.4.2. Unexcused Absence
    - 1.4.3. Motion to approve absence of \_\_\_\_\_
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. CELEBRATION OF EXCELLENCE
5. PUBLIC COMMENT - agenda item specific - Southern Valley Schools Policy 2009  
(President will read an opening statement)
6. INFORMATIONAL ITEMS
  - 6.1. PK-6 Principal's Report
  - 6.2. 7-12 Principal/AD Report
  - 6.3. Superintendent's Report
7. BOARD COMMITTEE REPORTS

8. CONSENT AGENDA

8.1. Approval of Prior Minutes

8.2. Approval of Claims

8.2.1. General Fund Checks for Approval

8.2.2. Nutrition Fund Checks for Approval

8.2.3. Activity Fund Checks for Approval

8.2.4. Building Fund Checks for Approval

8.2.5. Bond Fund Checks for Approval

8.2.6. QCPUF Checks for Approval

8.3. Financial/Expenditure Reports

8.4. Certificated/Classified Hires/Reassignments/Resignations

8.5. Adopt Board Policy

9. BOARD POLICY

9.1. Policy Review/First Reading

9.2. Policy Review per State Statute

9.3. Policy Updates from Legislative Session/NDE

10. ACTION ITEMS

10.1. Discuss and Take Possible Action on a Resolution for Final Payment for QCPUF Bond

10.2. Discuss and Take Possible Action on Fuel Tanks

11. FUTURE AGENDA ITEMS

12. MOTION TO ADJOURN

## Celebrating Excellence, March 2025 Board Meeting

- FFA State Qualifiers
  - Junior Public Speaking LDE - Laney Becker & MaLeah Lozo
  - Ag Demonstration LDE - Mikah Schultz & Ellie Weatherwax
  - Ag Communications CDE (Top 10 in the state after a pre-qualifier in January) - Mikah Schultz, Ellie Weatherwax, Maddie Schoen, Natalee Holste (Alex Meyers - alternate)
  - State Degrees - Brynn Baily, Gage Booe, Hayden Taylor, Tayley Becker
  - Proficiency Finalist (Top 3 in the state) - Ellie Weatherwax with her Diversified Livestock Production SAE
  - Ag Placement STAR finalist: Gage Booe
  - Agriscience Fair:
    - AmaLeigh Utterback - Food Products and Processing Systems Division 1
    - Morgan Ehrke - Plant Systems Division 3
    - Mikah Schultz & MaLeah Lozo - Plant Systems Division 4
    - Laney Becker - Social Sciences Division 3
    - Ryan Engel - Social Sciences Division 3
    - Tate Weatherwax & Brynn Baily - Social Sciences Division 6

**Past events**

5th & 6th went to Healthy Habits

YES Day

Dr. Seuss Activities - dress-up days, guest readers, and scavenger hunt to name a few  
PreK and K in-person registration and tours (Thanks to Mrs. Weatherwax)

EL testing completed

**Upcoming Events**

March 12th - Quiz Bowl @ Eustis

March 13th - Report Cards will be mailed

March 19th - Quiz Bowl @ ESU 11

March 24th - SAC Hot Wheels Races

March 27th - Polish Your Pearls

## **7-12 Principal Board Report**

March, 2025

- Senior Spotlights on Social Media starting March 28th
- Art Students Displayed @ Capital (Ehme Linner & Shandylyn Green)
- Juniors ACT coming up next two weeks (March 25), Sophomore ACT in April
- Juniors to Chad Cargill ACT workshop on March 21
- State Journalism entries submitted
- Furnas County Spelling Bee Results
  - Qualifiers: Axton Roethke, Mistica Martin, Cohen Wright, Kaden Russell, Max Lanik
  - Kaden placed 3rd in the written portion
  - Kaden & Cohen advanced to the oral round but did not medal
- Honor Roll for 3rd Quarter @ April Board meeting

## **Activities Director Board Report**

March, 2025

- Winter Sports Update
  - Boys Wrestling: 3 state qualifiers (Sam Bantam, Nate Grilli, Colby Noel)
  - Girls Wrestling: 3 state qualifiers (Laney Becker, Hayley Serfontein, Brooke Lentz)
  - Boys Basketball: 4-20 record (Isaac Hamilton RPAC Rundown player of the week)
  - Girls Basketball: 20-6 record, District Finals Runner-Up
- Speech: 8 team members. RPAC meet cancelled. Districts @ GICC March 18
- Spring Sports started on March 3
  - Golf - 6
  - Boys Track - 8
  - Girls Track - 18
- Silent Auction total of \$13,324 raised

Superintendent Report  
Boar Meeting  
March 10, 2025

1. Legislative Update
2. Gym Floor
3. NRCSA Convention
4. Transportation Committee
5. Strategic Planning meeting March 25th. 12:30.

## **Bills that had their Final Hearing Last week.**

### **LB 142 Hughes**

Removes the 1.1 multiplier of the federal Community Eligibility Provision (CEP) for purposes of calculating free lunch and free milk students under TEEOSA. A recent analysis of the CEP multiplier by the Nebraska Department of Education as part of an interim study, LR 419, determined that it was no longer needed for purposes of calculating free lunch and free milk students under TEEOSA.

### **LB 497 Murman**

A school board shall admit a student who is also enrolled (a) in a private, denominational, or parochial school or (b) in a home school setting, without charge for part-time enrollment in the school district for purposes of participation in extracurricular activities if the school district where the student or the student's parent resides does not offer the extracurricular activity in which the student desires to participate through part-time enrollment and the school district in which the student is attempting to attend part-time is the closest school district to where the student or the student's parent resides that offers such extracurricular activity. In order to participate, the district not require enrollment for more than five credit hours, but may not prohibit a student from enrolling in more than five credit hours

### **LB 528 Jacobsen**

Transfers control of the learning platform grant from the Department of Education to the Department of Economic Development. Changes also include clarifying language regarding use of the grant funds, an emphasis on teaching chemistry or physical science standards, and requires applicants to meet minimum data security and implementation experience standards. Department of Economic Development shall establish a grant program to procure or purchase an annual license for a preexisting learning platform for use in schools to engage students in coursework and careers in science, technology, and engineering. The grant shall be funded using lottery funds. Grant funds shall only be used to procure or purchase an annual license and shall not be awarded for the purpose of research and development of a learning platform. The Dept. of Economic Development will set the criteria to prioritize grant applications. The learning platform must align with the academic content standards established by the State Board of Education. A grant application approved by the Department of Economic Development shall be awarded from the State Department of Education Improvement Grant Fund administered by the State Department of Education.

### **LB 550 Lippincott**

Requires each school district shall adopt a policy that excuses any student of the school district to attend a released time course for at least one class period per week. The policy shall require: (a) parent or guardian written approval, (b) the sponsoring entity to maintain attendance records and make such records available to the school district the student attends (c) the sponsoring entity, parent or guardian, to provide transportation to and from the place of instruction, and (d) the sponsoring entity to make provision and assume liability for each student that attends its

released time course while under the control of the sponsoring entity. The district may adopt a policy providing earned credit for such courses

#### **LB 564**

Beginning in 2025-26 and each year following, the amount transferred from the General Fund to the School District Property Tax Relief Credit Fund shall be equal to the total amount transferred in the preceding fiscal year increased by one hundred fifty million dollars. This changes from the 3% increase under current statute.

#### **LB 572**

Authorizes a school district to exceed its budget authority for the general fund budget of expenditures for stipends paid to a student teacher or intern.

#### **LB 714**

Changes the percentage allocation from motor vehicle taxes for government subdivisions. School districts would be reduced from 60% to 37%

### **Bills that have their Final Hearing this week.**

#### **LB 49 McKinney**

Ban and Bar. State Board required to establish a model policy on the subject of ban and bar. The model policy must (i) Specify that a ban and bar action by a school district shall only be used in response to an immediate and significant threat of harm to a student, school official, or other individual or to facilitate the enforcement of a court order; (ii) Specify that any ban and bar action shall be limited in scope and duration in such a manner to accommodate the right of parents and family members to be involved in their child's education and, in no event exceed one calendar year unless otherwise required by court order; (iii) Protect the right of parents to be involved in the education of their children and their right to contest, appeal, or otherwise challenge a ban and bar action; (iv) Not discriminate or be applied in a discriminatory manner against any family members on the basis of race, color, religion, sex, disability, or national origin; (v) Provide that any individual subject to a ban and bar action shall be given written notice of such action that includes the term of the ban and bar action, a description of the conduct giving rise to the ban and bar action and the evidence the school district has of such conduct, and instructions on how to appeal such ban and bar action; and (vi) Not be used against a student of the school district. Any individual who is subject to a ban and bar action by the school may appeal to the Board of Education. Local Board of Education must adopt a policy on or before July 1, 2026.

#### **LB 411 Dungan**

Amends the Nebraska Teacher Recruitment and Retention Act. Previously provided \$2,500 grants after an eligible teachers 1st, 3rd, 5th years upon signing contract for the coming year. Beginning in July, 2025, retention grants would be provided annually as such: (a) 1st through 6th year--\$2,500, (b) 7th through 15th year--\$3,00, and (c) 16th year through all remaining years

as a full time teacher--\$4,000 per year. A one time high need retention grant would be provided for anyone who obtains an endorsement in special education, mathematics, science, technology, or dual-credit.

#### **LB 440**

Education Leave and Support Act. Beginning January 1, 2026, a payroll fee of thirty-five hundredths of one percent shall be levied on the taxable wages of covered employees in the state. Employers shall collect the fee from covered employees and remit it quarterly to the State Treasurer. Employers shall also contribute an amount equal to the total payroll fee collected from their covered employees as an employer match and remit this contribution quarterly to the State Treasurer. All fees and contributions collected under this section shall be credited to the State Education Leave Fund. The fund shall be used solely to reimburse school districts for the cost of hiring substitute teachers for the first six weeks of a covered employee's FMLA leave. Reimbursements under this section shall be made from the fund in an amount not to exceed the actual daily cost of hiring a substitute teacher, as determined by the department. Any covered employee for whom reimbursement is provided under this section shall not be required to use any accrued personal or sick leave for the first six weeks of FMLA leave

#### **LB 523 Juarez**

Student Teacher Compensation Act. NDE would be required to develop a stipend program to provide financial compensation to student teachers as provided in this section. The department shall provide a stipend of four thousand dollars per student-teaching semester to any student teacher that applies for a stipend. A student teacher would be required to show financial need to be eligible. The Legislature would appropriate funds each year for the program.

#### **LB 524 Juarez**

Authorizes paraeducator grants under the Nebraska Teacher Recruitment and Retention Act. A paraeducator is eligible to receive: (a) A retention grant of one thousand dollars if such paraeducator signs a contract to work as a paraeducator and works on average 29 eight hours or more per week during the school year in school year 2025-26 or 2026-27; and (b) A retention grant in an amount proportional to the grant provided in subdivision (a) of this subsection based on the actual number of hours worked if such paraeducator signs a contract to work as a paraeducator and works on average less than 28 hours per week during the school year in school year 2025-26 or 2026-27.

#### **LB 599 DeBoer**

The State Board of Education shall adopt a policy that may be used in approved or accredited public, private, denominational, and parochial schools and educational service units relating to cybersecurity. The creation of a cybersecurity team that would act to assist schools and educational service units with cybersecurity needs and addresses cybersecurity issues from a statewide perspective to prevent and respond to cybersecurity threats. The policy would provide for a funding mechanism to assist in purchasing necessary cybersecurity controls and facilitating the acquisition of cybersecurity projects.

**LB 711**

In reference to formula needs in TEEOSA, a district may apply to the department for a two year new schools (changed from school) adjustment. provides for additional funding for high growth school districts based on estimated

**LR28CA**

A constitutional amendment to eliminate provisions creating the Board of Educational Lands and Funds and providing for management of certain land owned by the state

Board of Education Meeting  
February 10th, 2025 at 7:30 pm  
Conference Room at the Southern Valley Schools JR/SR High School Building  
Oxford, Nebraska

The regular meeting of the Southern Valley Board of Education was called to order by Todd Brown at 7:30pm. The roll was called and the following members were present: Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, and Emily White. Others present: Superintendent, Bryce Jorgenson, Elementary Principal, Mark Grove, and Secondary Principal/AD, Josh Lanik.

The Board of Education makes available a current copy of the Open Meetings Act accessible to members of the public. The Open Meetings Act is also posted in the conference room. Notice of the meeting was given in advance by posting in accordance with the Board of Education approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the agenda was communicated in the posted notice and a current copy of the agenda was maintained as stated in the posted notice.

Members present and public recited the Pledge of Allegiance.

Motion to approve the agenda passed with a motion by Steve Hunt and a second by Todd Brown.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

Visitors were recognized and time was allowed for public comment, no comments were made.

Elementary Principal, Mr. Grove reported on past events such as the Elementary Spelling Bee, congratulated the students who made the finals, and Spring pictures were taken on February 6<sup>th</sup>. Upcoming events are Quiz Bowl, Parent/Teacher conferences, and no school on Friday February 14<sup>th</sup>.

Secondary Principal/AD, Mr. Lanik reported enrollment of 148 students and Honor roll numbers for 2<sup>nd</sup> Quarter/1<sup>st</sup> Semester. Mr. Lanik also reported on students that attended the UNK & NWU Honor Choir, SV hosted FCCLA districts, and 4 Seniors received FFA State degrees. The silent auction was a success and brought in about \$13,000 for the activity fund. Mr. Lanik gave an update on Boys and Girls Wrestling, Basketball, and Bowling. He also discussed upcoming parent/teacher conferences and speech season has begun.

Mr. Jorgenson gave a legislative update on a number of proposed bills, they will have more teacher interviews on Thursday, and informed the board of needing a policy update plan.

Motion to approve the Consent Agenda passed with a motion by Steve Hunt and a second by Todd Brown.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

There was a discussion on the bids received to add fuel tanks to the campus. Bill Weaver spoke to the board. Mr. Jorgenson is waiting on another bid. No action was taken.

There was a discussion on adding a third preschool room. Emily McDonald and Dani Schultz spoke to the board. A motion to add a third preschool room with additional staff was passed with a motion by Mike Stalder and a second by Emily White.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	No
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

A motion to hire Natalie Thiessen as the Elementary Principal for 2025-26 school year with a salary of \$95,000 was passed with a motion by Mike Stalder and a second by Stacey Shafer.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

A motion to hire Aubree Warner as a Speech Pathologist for the 2025-26 school year was passed with a motion by Steve Hunt and a second by Josh Becker.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

A motion to approve the 2025-2026 School Calendar was passed with a motion by Stacey Shafer and a second by Josh Becker.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

A motion to approve a change in personal/sick days to PTO from SVEA was passed with a motion by Mike Stalder and a second by Steve Hunt.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

A motion to approve sending the remaining amount of \$42,482.22 donated by the Hermes Estate to the SV Foundation for student scholarships was passed with a motion by Mike Stalder and a second by Steve Hunt.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

A motion to approve increasing bus driver activity pay from \$14/hr to \$17/hr for 2025-2026 was passed with a motion by Stacey Shafer and a second by Emily White.

Joshua Becker	Abstain (with conflict)
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

A motion to approve adding the following to signers at South Central State Bank and Banner Capital Bank was passed with a motion by Steve Hunt and a second by Mike Stalder.

**South Central State Bank:**

**General Fund** – Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

**Nutrition/Hot Lunch Fund** - Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

**Activity Fund** - Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

**Building/Sinking Fund** - Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

**QCPUF Fund** - Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

**Bond Fund** - Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

**Cafeteria 125** - Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

**Depreciation Fund** - Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

**General Clearing Fund** - Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

**General Special Account** - Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

**Banner Capital Bank:**

**Furnas County School District – Health Savings Account** - Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

**SV Memorial Scholarship Account** - Joshua Becker, Todd Brown, Steve Hunt, Stacey Shafer, Mike Stalder, Emily White, Bryce Jorgenson, Dana Gesick

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

A motion for an executive session to discuss the Secondary Principal salary passed at 10:25pm with a motion by Steve Hunt and a second by Mike Stalder. Executive meeting ended at 10:57pm.

A motion to approved Secondary principal salary at \$105,000 was passed with a motion by Mike Stalder and a second by Stacy Shafer.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

A motion to adjourn meeting at 11:05pm passed with a motion by Emily White and a second by Joshua Becker.

Joshua Becker	Yes
Todd Brown	Yes
Steve Hunt	Yes
Stacey Shafer	Yes
Mike Stalder	Yes
Emily White	Yes

The next regular meeting is scheduled for March 10th, 2025 at 7:30pm.

Dated this 11th day of February 2025

FURNAS COUNTY SCHOOL DISTRICT #540

A/K/A SOUTHERN VALLEY SCHOOLS BY: Todd Brown, PRESIDENT

ATTEST: Dana Gesick, Recording Secretary

**Board Report - Board**

Unposted; Fund Number 01

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
4imprint	28975387	EL Princ Supplies - MG	781.43
Total 4imprint			<u>781.43</u>
Ag Valley Coop	162780 02252025	fuel/propane	1,121.05
Total Ag Valley Coop			<u>1,121.05</u>
Amazon Capital Services	16PN-WGTN-3CRM	HS Library books	8.99
Amazon Capital Services	1G4H-Q6XR-1DXP	maintenance supplies	179.08
Amazon Capital Services	1LHP-W4FM-J3QH	office supplies	56.99
Amazon Capital Services	1M4N-WN14-3XFJ	Elementary supplies	149.94
Amazon Capital Services	1MCX-XHNQ-1C76	FCS supplies	63.12
Amazon Capital Services	1NTN-Y6RF-MPL7	EL library books	34.18
Amazon Capital Services	1PC3-7W3N-PF7V	Mainteance supplies	31.78
Amazon Capital Services	1R6L-M4P9-6QLK	maintenance supplies	58.75
Amazon Capital Services	1VH6-X9GD-WTFV	maintenance supplies	31.98
Total Amazon Capital Services			<u>614.81</u>
Amplify Education Inc	INV-335140	Annual renewal 06/1/2025-05/31/2026	1,355.90
Total Amplify Education Inc			<u>1,355.90</u>
Arapahoe-Holbrook Public School	Arapahoe 02282025	sped services - Feb	1,061.68
Total Arapahoe-Holbrook Public School			<u>1,061.68</u>
Avive Solutions, Inc.	SO-250130-0008865	AED renewal	398.00
Total Avive Solutions, Inc.			<u>398.00</u>
Becker Brothers Feed	16316	custodial supplies	343.00
Total Becker Brothers Feed			<u>343.00</u>
Bluffs Facility Solutions	494449	custodial supplies	1,332.05
Total Bluffs Facility Solutions			<u>1,332.05</u>
City of Beaver City	22026	salt/sand parking lot	200.00
City of Beaver City	421000 02242025	bus barn electric 01/21-02/24	100.05
Total City of Beaver City			<u>300.05</u>
Clearlyfly	INV692297	phone	126.76
Total Clearlyfly			<u>126.76</u>
Cobra Midwest	1447	custodial supplies	389.44
Cobra Midwest	1456	custodial supplies	389.44
Total Cobra Midwest			<u>778.88</u>
Coffman, Justin	Coffman 022525	reimburse supplies	52.52
Total Coffman, Justin			<u>52.52</u>
Cornhusker International Trucks- Lincoln	3407706	bus supplies	273.41
Total Cornhusker International Trucks- Lincoln			<u>273.41</u>
DAS State Acctg - Central Finance State of Nebraska	1466321	Internet fees	537.71
Total DAS State Acctg - Central Finance State of Nebraska			<u>537.71</u>

Vendor Name	Invoice Number	Description	Amount
Eakes Office Products Gi	9099321-0	supplies - COOP order PW	647.10
<b>Total Eakes Office Products Gi</b>			<b>647.10</b>
Electrical Engineering & Equipment	87949330-00	maintenance supplies	241.92
Electrical Engineering & Equipment	8796662-00	maintenance supplies	68.06
<b>Total Electrical Engineering &amp; Equipment</b>			<b>309.98</b>
Elevate Counseling and Consulting LLC	Elevate 03052025	Counseling Services	1,588.48
<b>Total Elevate Counseling and Consulting LLC</b>			<b>1,588.48</b>
Engel's Sales & Service	92151	maintenance supplies - snowblower parts	79.98
Engel's Sales & Service	92227	maintenance supplies	7.77
<b>Total Engel's Sales &amp; Service</b>			<b>87.75</b>
Esu #11	2425-2-12	2nd Quarter Services	14,486.75
Esu #11	4684	2nd Qtr Inservices	1,306.74
<b>Total Esu #11</b>			<b>15,793.49</b>
Follett School Solutions, INC	1571643	hs library supplies	124.50
<b>Total Follett School Solutions, INC</b>			<b>124.50</b>
Furnas County Clerk	Furnas01272025	election costs	290.70
<b>Total Furnas County Clerk</b>			<b>290.70</b>
Gonzalez, Elmer	Gonzalez 02282025	mileage - sped	87.22
<b>Total Gonzalez, Elmer</b>			<b>87.22</b>
Harlan County Journal	60498	meeting notice	7.25
Harlan County Journal	60531	meeting notice	7.25
Harlan County Journal	60616	meeting mins	145.15
Harlan County Journal	60619	meeting notice	7.25
Harlan County Journal	60676	2025 Presidents Day	50.00
Harlan County Journal	60727	board mins	151.41
Harlan County Journal	60728	board meeting notice	7.25
<b>Total Harlan County Journal</b>			<b>375.56</b>
Heritage Water Services, Inc	21669	Water Mgmt Program	375.00
<b>Total Heritage Water Services, Inc</b>			<b>375.00</b>
HireRight Solutions Inc.	P1263079	Screening Services	37.30
<b>Total HireRight Solutions Inc.</b>			<b>37.30</b>
HomeTown Leasing	9315 03192025	copier lease	2,331.14
<b>Total HomeTown Leasing</b>			<b>2,331.14</b>
HTMC	2243	radio message	78.00
HTMC	2244	radio message	78.00
<b>Total HTMC</b>			<b>156.00</b>
Husker Hardware LLC	1965	plumbing supplies	37.99
<b>Total Husker Hardware LLC</b>			<b>37.99</b>
Inspire Rehabilitation	INV-12461	Speech Therapy - Feb	2,460.16

Vendor Name	Invoice Number	Description	Amount
Inspire Rehabilitation	INV-12530	PT Services - Feb	904.81
<b>Total Inspire Rehabilitation</b>			<b>3,364.97</b>
J W Pepper & Son Inc.	367297967	teaching supplies - HH	13.99
J W Pepper & Son Inc.	367301074	teaching supplies - HH	5.00
J W Pepper & Son Inc.	367358216	teaching supplies -HH	14.00
<b>Total J W Pepper &amp; Son Inc.</b>			<b>32.99</b>
Jeff Lange Counseling LLC	JL 03052025	Counseling Services	2,945.22
<b>Total Jeff Lange Counseling LLC</b>			<b>2,945.22</b>
JENNIFER SCHUTZ,OTR/L	Schutz 03022025	OT Services February	4,414.22
<b>Total JENNIFER SCHUTZ,OTR/L</b>			<b>4,414.22</b>
Joppa, Chris	Joppa 02252025	registration	60.00
<b>Total Joppa, Chris</b>			<b>60.00</b>
KEARNEY QUALITY SEW & VAC	68335	fcs supplies	1,596.00
<b>Total KEARNEY QUALITY SEW &amp; VAC</b>			<b>1,596.00</b>
Kelley's Super Market Inc	2222 030125	supplies	132.61
<b>Total Kelley's Super Market Inc</b>			<b>132.61</b>
Kerm's Korner	9743785	fuel	3,444.63
<b>Total Kerm's Korner</b>			<b>3,444.63</b>
LIPS Printing Service	104647	#10 regular envelopes	325.38
<b>Total LIPS Printing Service</b>			<b>325.38</b>
Mid-States Automation & Control, Inc.	72-2248	EL Library heat pump repairs	3,134.00
Mid-States Automation & Control, Inc.	72-2261	heat pump parts	337.00
<b>Total Mid-States Automation &amp; Control, Inc.</b>			<b>3,471.00</b>
Midamerican Research Chemical	0841177-IN	custodial supplies	1,098.15
Midamerican Research Chemical	0842644-IN	custodial supplies	241.23
<b>Total Midamerican Research Chemical</b>			<b>1,339.38</b>
NASB	N-53118	NAEP State Convention - DG	120.00
NASB	NASB 04012025	NASB annual membership 25-26	4,703.00
<b>Total NASB</b>			<b>4,823.00</b>
Nebraska Safety Center	57-13996	bus training fees	270.00
<b>Total Nebraska Safety Center</b>			<b>270.00</b>
Oxford Super Market	02042025 540	fcs supplies	96.05
Oxford Super Market	1032260919	fcs supplies	42.88
Oxford Super Market	1039601648	fcs supplies	52.66
<b>Total Oxford Super Market</b>			<b>191.59</b>
Oxford Utilities	7704 02282025	utitilites	750.55
Oxford Utilities	7914 02172025	utitilites	61.99
<b>Total Oxford Utilities</b>			<b>812.54</b>

Vendor Name	Invoice Number	Description	Amount
Pearson Education	27313838	sped teaching supplies	32.40
Pearson Education	28317955	sped teaching supplies	3.80
Pearson Education	28331390	sped teaching supplies	7.60
Pearson Education	28343504	sped teaching supplies	15.20
Pearson Education	38317936	sped teaching supplies	19.00
<b>Total Pearson Education</b>			<b>78.00</b>
Rapid Fire	86590	maintenance	310.60
Rapid Fire	86592	fire/safety system repair	1,167.60
<b>Total Rapid Fire</b>			<b>1,478.20</b>
Reliable Pest Control, Inc	51242	pest control	210.00
<b>Total Reliable Pest Control, Inc</b>			<b>210.00</b>
S & W Auto Parts	764696	maintenance supplies	11.99
S & W Auto Parts	764739	bus supplies	424.22
S & W Auto Parts	764942	bus supplies	44.98
S & W Auto Parts	765032	bus supplies	34.98
<b>Total S &amp; W Auto Parts</b>			<b>516.17</b>
Sappa Valley Farm & Auto LLC	16589L	fuel	144.90
Sappa Valley Farm & Auto LLC	16622L	fuel	145.53
Sappa Valley Farm & Auto LLC	16633L	fuel	82.32
Sappa Valley Farm & Auto LLC	16655L	fuel	45.57
Sappa Valley Farm & Auto LLC	16657L	fuel	496.86
Sappa Valley Farm & Auto LLC	16729L	fuel	30.68
Sappa Valley Farm & Auto LLC	16858L	fuel	329.21
Sappa Valley Farm & Auto LLC	16874L	fuel	329.21
Sappa Valley Farm & Auto LLC	16878L	fuel	153.11
Sappa Valley Farm & Auto LLC	16930L	fuel	137.47
Sappa Valley Farm & Auto LLC	16970L	fuel	25.08
Sappa Valley Farm & Auto LLC	16971L	fuel	56.05
Sappa Valley Farm & Auto LLC	17021L	fuel	321.10
<b>Total Sappa Valley Farm &amp; Auto LLC</b>			<b>2,297.09</b>
Schmidt, Leighton	Schmidt 02152025	phone	119.28
<b>Total Schmidt, Leighton</b>			<b>119.28</b>
SPORTS SAFE Testing Service	13797	drug screening - Nov	387.00
SPORTS SAFE Testing Service	13981	drug screening Jan	602.00
<b>Total SPORTS SAFE Testing Service</b>			<b>989.00</b>
Trustworthy Hardware	54340	maintenance supplies	42.99
<b>Total Trustworthy Hardware</b>			<b>42.99</b>
Twin Valleys Public Power	729 03062025	electric	15,760.20
<b>Total Twin Valleys Public Power</b>			<b>15,760.20</b>
TwoPturf, LLC	5923	Turf Care Program	2,416.33
<b>Total TwoPturf, LLC</b>			<b>2,416.33</b>
U.S. Bank	2836 03062025	cc charges	3,255.77
<b>Total U.S. Bank</b>			<b>3,255.77</b>

Vendor Name	Invoice Number	Description	Amount
Verizon Wireless	6106118205	phone	80.02
<b>Total Verizon Wireless</b>			<b>80.02</b>
Village of Stamford	010000500 02052025	water	17.00
Village of Stamford	010000600 02052025	water	248.26
<b>Total Village of Stamford</b>			<b>265.26</b>
VVS Inc	116655	supplies	241.96
<b>Total VVS Inc</b>			<b>241.96</b>
Waggoner Insurance Agency	Waggoner 03042025	Treasurer Bond Cert	100.00
<b>Total Waggoner Insurance Agency</b>			<b>100.00</b>
Wex Bank	103201751	fuel	1,956.51
<b>Total Wex Bank</b>			<b>1,956.51</b>
WHITE AUTO GLASS	10684-50234	bus windshield	1,694.15
<b>Total WHITE AUTO GLASS</b>			<b>1,694.15</b>
Williamson Land Management, LLC	Williamson 02182025	snow removal BC bus barn	50.00
<b>Total Williamson Land Management, LLC</b>			<b>50.00</b>
Woodward's Disposal Service, Inc.	NO9246-1659	shredding	42.50
<b>Total Woodward's Disposal Service, Inc.</b>			<b>42.50</b>
Yanda's Music And Pro Audio	742474	teaching supplies - HH	54.60
Yanda's Music And Pro Audio	743072	teaching supplies - HH	105.00
Yanda's Music And Pro Audio	744031	teaching supplies - HH	80.00
Yanda's Music And Pro Audio	745748	teaching supplies - HH	28.00
Yanda's Music And Pro Audio	746436	teaching supplies - HH	92.00
<b>Total Yanda's Music And Pro Audio</b>			<b>359.60</b>
<b>Fund Number 01</b>			<b>90,496.02</b>
<b>Checking Account ID 1</b>			<b>90,496.02</b>

Furnas County School District 540  
Board Report - Payroll

March 20, 2025

Gross Payroll	407,635.95
Health/Dental/HSA	119,662.64
Retirement	37,203.24
Payroll Taxes	30,343.40
Total Payroll Expenses	<u>\$ 594,845.23</u>

**Board Report - Board**

Unposted; Batch Description Nutrition Fund Invoices to Pay 03102025

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 6	Fund Number 06	NUTRITION FUND	
Cash-wa Distributing	14505676	Food/supplies	2,573.69
Cash-wa Distributing	14510980	food	371.60
Cash-wa Distributing	14513957	food	2,517.81
Cash-wa Distributing	14521309	food	1,020.12
Cash-wa Distributing	14528625	food/supplies	1,747.97
Cash-wa Distributing	14531683	food	591.96
Cash-wa Distributing	s14512129	food	254.00
Total Cash-wa Distributing			<u>9,077.15</u>
Hogeland's Market	2036151543	food	10.74
Hogeland's Market	3044701630	food	21.96
Total Hogeland's Market			<u>32.70</u>
Kelley's Super Market Inc	1076791755	food	3.69
Kelley's Super Market Inc	1084611545	food	21.52
Total Kelley's Super Market Inc			<u>25.21</u>
SV General	Nutrition PR 31025	Nutrition P/R	26,415.95
Total SV General			<u>26,415.95</u>
US Foods	3381943	food/supplies	2,086.67
US Foods	3570703	food/supplies	1,987.10
US Foods	5889933	food/supplies	1,930.02
US Foods	5907907	food credit	(12.23)
Total US Foods			<u>5,991.56</u>
Fund Number 06			<u>41,542.57</u>
Checking Account ID 6			<u>41,542.57</u>

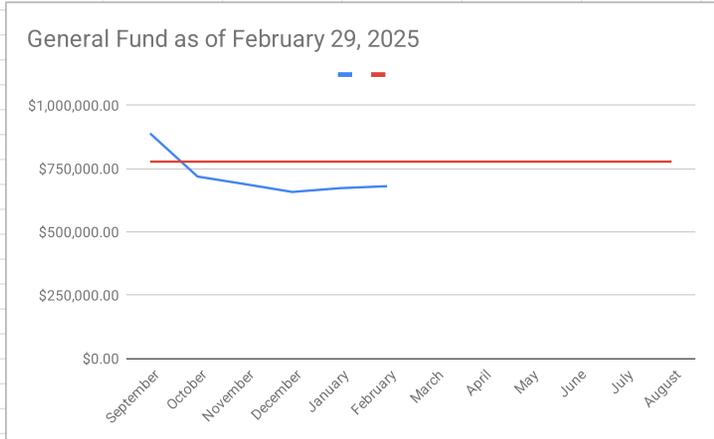
Vendor Name	Invoice Number	Description	Amount
Checking Account ID 5	Fund Number 05	ACTIVITY FUND	
24 Hour Tees	005342	T-Shirts for Post Prom	473.00
Total 24 Hour Tees			473.00
Alma Public Schools	ElemQB 2/26/2025	Elementary Quiz Bowl Alma	25.00
Alma Public Schools	QB Alma 3-10-2025	JH and HS QB Entry Fees	50.00
Total Alma Public Schools			75.00
Amazon Capital Services	13TG-VR4W-KLV7	Cheer Hawaiian Leis	51.27
Amazon Capital Services	167J-NX1F-LQJT	Post Prom Georgia	1,626.24
Amazon Capital Services	1L9L-Y6VP-9JK6	Post Prom Plates	73.45
Amazon Capital Services	1L9P-RGXJ-93MJ	Woods	114.89
Amazon Capital Services	1LVK-QCGJ-CWW7	Post Prom	519.83
Total Amazon Capital Services			2,385.68
Ballou, Brad	BBallou 2-24-2025	JH Boys Basketball Ref	100.00
Total Ballou, Brad			100.00
Burgeson, Chaston	CBurgeson 2-8-2025	BBB Ref	150.00
Total Burgeson, Chaston			150.00
Cardinal Country Club	Oxford Golf 2025	Golf Team Rentals 2025	1,500.00
Total Cardinal Country Club			1,500.00
Cash-wa Distributing	14528627	Snack Cart	135.28
Total Cash-wa Distributing			135.28
Day, Kaden	KDay 8-10-2025	JV GBB Ref	65.00
Total Day, Kaden			65.00
Eileen's Colossal Cookies	Cheer 2-10-25	Cheer Valentine Cookies	945.00
Total Eileen's Colossal Cookies			945.00
Elm Creek Public School	ElmCreekStream2025	Boys Basketball Streaming 2025	50.00
Total Elm Creek Public School			50.00
Esu #11	Wrestling 1-29-2025	Wrestling Banner	13.18
Total Esu #11			13.18
Fairfield By Marriott Omaha Downtown	4333R00034520	State Wrestling	2,544.00
Total Fairfield By Marriott Omaha Downtown			2,544.00
Hex and the Hive, The	000181	T-Shirts Speech	180.00
Total Hex and the Hive, The			180.00
HOLDREGE HIGH SCHOOL	SV SPEECH 3-1-25	HS Speech in Holdrege	52.50
Total HOLDREGE HIGH SCHOOL			52.50
Hunt, David	3-4-2025	Books for Mrs. Utterback's class	285.45
Total Hunt, David			285.45
Jodi Taylor Photography	1221	Wrestling	200.00

**Board Report - Board**

Vendor Name	Invoice Number	Description	Amount
Total Jodi Taylor Photography			<u>200.00</u>
Jorgenson, Rebecca	BJorgenson 2-11-2025	Postage Art Scholastic	89.75
Total Jorgenson, Rebecca			<u>89.75</u>
Kelley's Super Market Inc	2222 030125	supplies	84.04
Total Kelley's Super Market Inc			<u>84.04</u>
Kerm's Korner	9743785.	Concessions Account	237.48
Total Kerm's Korner			<u>237.48</u>
Lincoln Running Company	KBXC8-20-25	Gift Certificate for Silent Auction	50.00
Total Lincoln Running Company			<u>50.00</u>
Mike Williams	MWilliams 2-10-2025	JV GBB Ref	65.00
Total Mike Williams			<u>65.00</u>
Minden High School	HS Speech 3-4-2025	HS Speech @ Minden Invitational	45.00
Total Minden High School			<u>45.00</u>
Minden High School	HS Speech 2-15-25	HS Speech Minden 2-15-2025	22.50
Total Minden High School			<u>22.50</u>
Misko Sports Inc	MiskoGWR 2-21-25	Cliff Keen Singlets/Brute Singlets	905.00
Total Misko Sports Inc			<u>905.00</u>
Oxford Locker	70796	P/T Conferences	289.25
Total Oxford Locker			<u>289.25</u>
Oxford Super Market	1098951750 act	fccla supplies	10.55
Oxford Super Market	Concessions	Concessions	76.90
Total Oxford Super Market			<u>87.45</u>
Pepsi Cola Bottling Co	83097004	Concessions	409.06
Total Pepsi Cola Bottling Co			<u>409.06</u>
Quinn, Mike	MQuinn 3-3-2025	Game Announcer 2 half	650.00
Total Quinn, Mike			<u>650.00</u>
Rudy Glur	RGlur 3-2-2025	Wrestling Dinner Supplies	40.70
Total Rudy Glur			<u>40.70</u>
Schriner, Amy	ASchriner 2-10-2025	Silent Action Item 121 Reimbursement	121.00
Total Schriner, Amy			<u>121.00</u>
Southern Valley Foundation	SVScholarships	Hermes Estate to SV Foundation	42,482.22
Total Southern Valley Foundation			<u>42,482.22</u>
SVEA	MHunt 9-20-2024	Money was for SVEA not Special Projects	371.00
Total SVEA			<u>371.00</u>
THAYER CENTRAL HIGH SCHOOL	ThayerStream25	Girls Basketball Streaming Fee	100.00

Vendor Name	Invoice Number	Description	Amount
Total THAYER CENTRAL HIGH SCHOOL			100.00
U.S. Bank	2836 03062025	cc charges	5,593.87
Total U.S. Bank			5,593.87
Uniforms Today	LD-FCCLA-2025-1	FCCLA Red Jackets	345.60
Total Uniforms Today			345.60
Watson, Todd	TWatson 2-24-2025	JH Boys Basketball Ref	100.00
Total Watson, Todd			100.00
Wild Roots Greenhouse & Market	1755	FFA 2025 Flower Order	1,800.25
Total Wild Roots Greenhouse & Market			1,800.25
Fund Number 05			63,043.26
Checking Account ID 5			63,043.26

	Monthly Spent	Monthly Budget	Amount Remaining
September	\$888,744.70	\$777,283.00	-\$111,461.70
October	\$718,408.37	\$777,283.00	\$58,874.63
November	\$688,424.60	\$777,283.00	\$88,858.40
December	\$657,424.60	\$777,283.00	\$119,858.40
January	\$672,444.25	\$777,283.00	\$104,838.75
February	\$680,254.30	\$777,283.00	\$97,028.70
March		\$777,283.00	
April		\$777,283.00	
May		\$777,283.00	
June		\$777,283.00	
July		\$777,283.00	
August		\$777,283.00	
<b>Total</b>	<b>\$4,305,700.82</b>	<b>\$9,327,396.00</b>	<b>\$357,997.18</b>



Revenue  
**January**  
**February**  
**March**  
**April**  
**May**  
**June**  
**July**  
**August**

777283

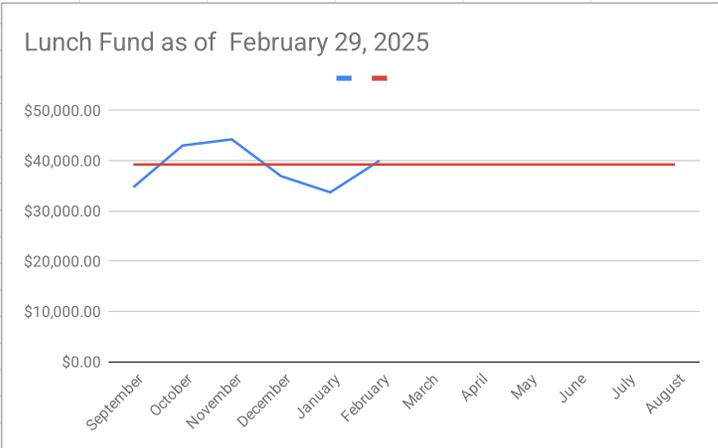
<b>Totals</b>	<b>\$4,305,700.82</b>	<b>\$9,327,396.00</b>	<b>\$357,997.18</b>
<b>% Totals</b>	<b>46.80%</b>		<b>3.89%</b>

770521.4167

7693593.96

September	8.33%
October	16.67%
November	25.00%
December	33.33%
January	41.67%
February	50.00%
March	58.33%
April	66.67%
May	75.00%
June	83.33%
July	91.67%
August	100.00%

	Monthly Spent	Monthly Budget	Amount Remaining
September	\$34,678.84	\$39,197.17	\$4,518.33
October	\$42,974.15	\$39,197.17	-\$3,776.98
November	\$44,196.67	\$39,197.17	-\$4,999.50
December	\$36,877.27	\$39,197.17	\$2,319.90
January	\$33,662.81	\$39,197.17	\$5,534.36
February	\$39,957.99	\$39,197.17	-\$760.82
March		\$39,197.17	
April		\$39,197.17	
May		\$39,197.17	
June		\$39,197.17	
July		\$39,197.17	
August		\$39,197.17	



	Budget	Revenue	Difference
September			\$0.00
October			\$0.00
November			\$0.00
December			\$0.00
January			\$0.00
February			
March			
April			
May			
June			
July			
August			

<b>Totals</b>	\$232,347.73	\$470,377.04	\$2,835.29		37831.58333	39197.16667
<b>% Totals</b>	66.57%	134.78%	0.81%			
September		8.33%				
October		16.67%				
November		25.00%				
December		33.33%				
January		41.67%				
February		50.00%				
March		58.33%				
April		66.67%				
May		75.00%				
June		83.33%				
July		91.67%				
August		100.00%				











**2004  
Oath of Office**

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I, ....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

Adopted on: December 9, 2019  
Revised on: \_\_\_\_\_  
Reviewed on: March 10, 2025

## **2006 Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

- b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
  - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may be submitted to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the respondent.
    - 1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
    - 1) All relevant details of the complaint;

- 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) The appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
  - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
  - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve allegations against the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:
  - a) When the complaint is about a board policy, not implementation of the policy;
  - b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
  - c) When the board is required by law, policy, or contract to hear a complaint or appeal.

If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

- d) This appeal must be in writing.
- e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated the decision to the complainant.
- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint or appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of the decision. If the complaint involves discrimination or harassment allegations against the

Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

- h) There is no appeal from any decision of the board unless authorized by law.
6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
  - b) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.

- d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
- e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the South Dakota Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a

disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent or board president without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

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

Revised on: July, 2024

Reviewed on: March 10, 2025

**2007**  
**Reimbursement and Miscellaneous Expenditures**

1. Board members, employees, and volunteers of the school district are expected to maintain and enhance their effectiveness by being well-informed on issues affecting education. They are encouraged to attend education workshops, conferences, training programs, official functions, hearings, and meetings sponsored by the school district or state and national educational organizations which are helpful to them in performing their duties or which are in the best interests of the school district.
  
2. This board hereby gives prior approval for board members to attend meetings described in the preceding paragraph. Upon approval by the board president, or the superintendent or designee when the board president is unavailable, such board members may attend authorized meetings without further action or approval by the board, and shall be paid or reimbursed for registration costs, tuition costs, fees or charges, travel expenses, and costs of meals and lodging as permitted by law.
  - a. The superintendent or the superintendent's designee may authorize employees and volunteers to attend meetings described in the first paragraph and may authorize the payment of such registration costs, tuition costs, fees, charges, travel expenses, costs of meals, and/or costs of lodging as he or she deems appropriate and as permitted by law.
  
  - b. Expenses for attendance at any of the above activities shall be paid by the school district as allowed by law. The Board shall pay or reimburse attendees 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 such reimbursement is permitted by law.
  
  - c. The board authorizes the expenditure of funds for non-alcoholic beverages for individuals attending public meetings of the board and non-alcoholic beverages and meals for individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, and for any volunteers during or

immediately following their participation in any activity approved by the board.

- d. It is in the best interest of this school district to recognize service by board members, employees, and volunteers. The board authorizes the president, superintendent or the superintendent's designee to determine when and to whom plaques, certificates of achievement, flowers or other items of value should be granted, provided that no such plaque, certificate, flowers or other item of value shall cost more than \$100.00.
- e. Funds may be spent for one recognition dinner each year for elected and appointed officials, employees or volunteers of the school district. The maximum cost per person for such a dinner shall not exceed \$50.00.

Adopted on: December 9, 2019

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

Reviewed on: March 10, 2025

## **2008 Meetings**

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

### 1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

### 2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include the Harlan County Journal and The Voice. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, and (2) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the

minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

### 3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

### 4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

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

Revised on: July 8, 2024

Reviewed on: March 10, 2025

## **2009 Public Participation at Board Meetings**

The board of education shall conduct its meetings in accordance with state law.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall permit public comment at meetings as required by law, subject to lawful limitations at the discretion of the board. Public comment is a limited forum, and such limitations include a prohibition against discussing particular staff members, students, or officers. Individuals also may be required to sign up for public comment in advance to allow the board to efficiently allocate time. The board may make and enforce other reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board may, at its discretion, enter into executive session in accordance with state law. The public will not be able to view or participate in the meeting while the board is in executive session, and will be required to leave the meeting during the pendency of executive session. The board may enter into executive session in accordance with state law for the following reasons:

- (1) Discussing personnel issues, including but not limited to hiring or discipline;
- (2) Discussing student discipline or placement;
- (3) Consulting with legal counsel or reviewing communications from legal counsel;
- (4) Preparing for negotiations with collective bargaining associations;
- (5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or
- (6) Discussing school safety information as described in 1-27-1.5(8) and 1-27-1.5(17).

**Library Materials.** Any statements regarding specific library materials, regardless of whether the speaker wishes for the District to maintain a particular source or material or wishes for the district to exclude a specific source or material, will not be allowed during public comment. Such requests will be considered in accordance with District Policy 6032.

Statements regarding the District's policy itself will be considered subject to other lawful limitations on the statement.

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

Revised on: July 11, 2025

Reviewed on: March 10, 2025

## **2001 Role of the Board of Education**

The board of education (board) is charged by the Legislature with the duty of providing public elementary and secondary education to the citizens of the district. The Legislature has also created the State Board of Education and the State Department of Education, and has delegated certain regulatory and advisory functions to them. The board is responsible to these agencies as specified by law.

The board's primary duties are: (1) to establish a mission, goals, and policies; (2) to establish and maintain school facilities; (3) to select a superintendent; (4) to adopt a fiscally responsible budget; and (5) to evaluate programs.

### **1. Establishment of Mission, Goals and Policies**

The board shall concern itself with broad questions of mission, goals and policy, rather than administrative details. The application of policies is an administrative task to be performed by the superintendent of schools and his or her administrative staff, who shall be held responsible for the effective administration and supervision of the entire school district.

### **2. Establishment and Maintenance of School Facilities and Other Resources**

The board is the legal agency through which the community works to provide the physical facilities, curriculum, instructional supplies and staff to enable the district's mission and objectives to be carried out. The board will establish and maintain school facilities necessary to educate the students of the district.

### **3. Selection of the Superintendent of Schools**

The board will employ a superintendent of schools as the chief executive to whom it will delegate the administration of the school program. As the chief administrator for the board, the superintendent will implement board policies and supervise the day-to-day operation of the school system. The superintendent will keep the board informed of the implementation of the plans and policies, and will recommend changes to policies as necessary. The superintendent will furnish educational leadership to the board, the school staff, and the community.

### **4. Fiscally Responsible Budget**

The board will annually adopt a fiscally responsible budget that will permit the district to accomplish its goals and objectives. The management of the financial program and the development of the proposed budget for the district is delegated to the superintendent.

The board will work for adequate and dependable financial support of the public schools, promotion of effective and efficient organization, and administration of the district.

#### 5. Evaluation of Program

The board will evaluate, or cause to be evaluated, the progress and results of the educational program on a continuous basis. In making these evaluations, the board will seek and give appropriate weight to the superintendent's analysis and recommendations.

Adopted on: December 9, 2019

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

Reviewed on: March 10, 2025

**2003**  
**Development and Education of Board Members**

1. New Board Member Orientation
  - a. All new board members are strongly encouraged to attend new board member training and workshops.
  - b. Sitting board members and the superintendent will assist each new member-elect to understand the board's functions, policies, and procedures before he or she takes office.
  
2. Ongoing Development and Education
  - a. Board members provide the most effective service to the district when they are continuously updated on educational and legal issues. Attendance at meetings directly or indirectly related to education or school matters is encouraged for the value they have to the school system and the professional growth of board members.
  
  - b. Board members are encouraged to engage in continuing education such as:
    - i. Participation in local, regional and state conferences and workshops such as meetings of the Nebraska Association of School Boards, the Nebraska Rural Community Schools Association, and the Nebraska Council of School Administrators.
  
    - ii. Participation in legislative sessions and related activities.
  
    - iii. Participation in national conventions such as the National School Boards Association and/or the American Association of School Administrators on a rotating basis among the members.
  
    - iv. Examination of other school facilities and their programs.

The superintendent shall notify board members of all relevant conferences and workshops, other local and regional meetings, and/or in-service activities.

Board members should refer to Policy 2007 for information on reimbursement for attendance at continuing education and training.

Adopted on: December 9, 2019  
Revised on: \_\_\_\_\_  
Reviewed on: March 10, 2025

**1002**  
**Creation, Amendment, and Distribution of Board of Education Policies**

Each of these policies shall become the official policy of the school district when the board has approved it by majority vote of the members present at any lawfully convened meeting of the board.

It shall generally be the practice of the board to adopt or amend any policy after a single reading at any regular or special board meeting. However, the board may, in its discretion, review policies at multiple meetings prior to taking action.

Each policy shall bear the date when it was adopted, revised or reviewed.

The superintendent shall distribute copies of these policies to all members of the board, maintain a master copy in the central office, and see to it that the policies are maintained on the school district's web site.

**Annual Review**

The board shall review all policies at least once every three years. Nebraska statutes require an annual review and/or hearing to solicit public comment on these specific policies:

Parental Involvement Policy

Title I Parental Involvement Policy

(NOTE: These first two are distinct parental involvement policies, and both must be reviewed annually.)

Student Fees Policy

Bullying

Multicultural Education

Student Assessment

Teacher Evaluation

Student Academic Performance

## Safety and Security Committee

### Attendance and Excessive Absenteeism

The board may update or add policies as needed. The board shall determine the number of copies of policies to be made and their distribution. The superintendent shall maintain an up-to-date master copy of the policies in the main administrative office. Unless otherwise directed by the board, the master copy shall be considered the official district policy manual.

Adopted on: December 9, 2019

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

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

## **1003 Mission Statement**

SV is committed to providing quality curriculum, instruction, and assessment in which all students are encouraged to grow socially, emotionally and academically in a positive learning environment.

### Belief Statements:

- Each individual student should have an opportunity for an education (appropriate for his/her individual needs and interests) through a variety of curricular offerings.
- This "excellence" has a different meaning for different students based on the uniqueness of individuals.
- Students should receive their education in a safe environment that is conducive to learning.
- A major part of the educational experience should lead towards a healthy self-worth of students.
- Education is a shared responsibility between the school, the parents, the community, and the student.
- A level of mutual respect should be maintained between all individuals who share a role in the learning process.
- Communication is a crucial element of successful education.
- Learning is a lifelong process.
- Learning should lead to the development of responsible individuals who are problem solvers and who are contributing members of our society.

Adopted on: December 9, 2019

Revised on: March 10, 2025

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

## **2002 Organization of the Board**

### **1. Membership, Term and Election**

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

### **2. Internal Organization and Officers**

#### **a. President**

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

#### **b. Vice President**

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

#### **c. Secretary**

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.
- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the

proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. A treasurer from the board will be designated on a year-to-year basis.
- ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.
- v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
  - i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.
  - ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve

as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

- iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

#### 4. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each school year, the board shall appoint three members to form a Committee on Americanism. The committee's duties shall be those prescribed by Nebraska statutes.

#### 5. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
  - i. A member submits his or her formal resignation from the board.
  - ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.
  - iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
  - iv. Such other reasons as are set forth in Nebraska statutes.
- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.

c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: December 9, 2019

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

Reviewed on: March 10, 2025

**2003**  
**Development and Education of Board Members**

1. New Board Member Orientation
  - a. All new board members are strongly encouraged to attend new board member training and workshops.
  - b. Sitting board members and the superintendent will assist each new member-elect to understand the board's functions, policies, and procedures before he or she takes office.
  
2. Ongoing Development and Education
  - a. Board members provide the most effective service to the district when they are continuously updated on educational and legal issues. Attendance at meetings directly or indirectly related to education or school matters is encouraged for the value they have to the school system and the professional growth of board members.
  
  - b. Board members are encouraged to engage in continuing education such as:
    - i. Participation in local, regional and state conferences and workshops such as meetings of the Nebraska Association of School Boards, the Nebraska Rural Community Schools Association, and the Nebraska Council of School Administrators.
  
    - ii. Participation in legislative sessions and related activities.
  
    - iii. Participation in national conventions such as the National School Boards Association and/or the American Association of School Administrators on a rotating basis among the members.
  
    - iv. Examination of other school facilities and their programs.

The superintendent shall notify board members of all relevant conferences and workshops, other local and regional meetings, and/or in-service activities.

Board members should refer to Policy 2007 for information on reimbursement for attendance at continuing education and training.

Adopted on: December 9, 2019  
Revised on: \_\_\_\_\_  
Reviewed on: March 10, 2025

## **2005 Conflict of Interest**

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

1. Definitions. For purposes of this policy:

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

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

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

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

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

2. Contracts with the School District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Conflict of Interest Relating to Campaigning or Political Issues

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

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

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

## 7. Conflict of Interest Statement

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

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

#### 8. Recordkeeping

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

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

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

Revised on: Jul 12, 2021

Reviewed on: March 10, 2025

## **1001 General Policy Statement**

The organization, management, and control of this school district is vested in its board of education ("board"). To guide the board and school district operations, and to assist it and its designees in carrying out duties, the board will establish, maintain, and amend a set of policies.

Written board policies serve the following purposes:

1. Formally articulating the board's goals and long-term objectives.
2. Providing district administrators and staff with guidance in making decisions that affect students, employees and patrons of the district.
3. Informing the public of the manner that the board and district will conduct its business and its relationships with staff, pupils, parents and patrons.

To avoid unnecessary rigidity, these policies are stated in general terms. With the exception of statutory requirements or instances when the specific application of a policy is essential to the long-term welfare of the district, these policies are intended to provide administrators with the flexibility to apply them to a wide range of situations.

The policies are not the only guidelines for district operations. Specific regulations, procedures, and practices also help guide and govern actions and decisions. They must be consistent with policies, but serve a different purpose.

### **Exceptional Circumstances**

The board cannot foresee every situation that may arise, and circumstances will occur when these policies provide inadequate guidance. In such circumstances, the superintendent should use his or her best judgment, and communicate with the board about the situation as soon as is convenient.

## **Validity of Policies**

Each policy and its provision should be interpreted so that it is valid under applicable law. If a court determines that a provision of a policy is invalid, such invalidity shall not affect the remaining provisions of that policy.

Adopted on: December 9, 2019

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

Reviewed on: March 10, 2025

## **2012 Board Code of Ethics**

The board recognizes that collectively and individually, all members of the board must adhere to an accepted code of ethics in order to improve public education. Board members must conduct themselves professionally and in a manner fitting of their position.

Each board member shall:

1. Attend all regularly scheduled board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
2. Endeavor to make policy decisions only after full discussion at publicly held board meetings;
3. Render all decisions based on the available facts and his or her independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
4. Encourage the free expression of opinion by all board members, and seek systematic communication between the board and students, staff and all elements of the community;
5. Work with other board members to establish effective board policies and to delegate authority to the superintendent to administer the school district;
6. Communicate expressions of public reaction to the board policies and school program to other board members and the superintendent;
7. Learn about current educational issues by individual study and through participation in seminars and programs, such as those sponsored by the state and national school board associations;
8. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
9. Avoid being placed in a position of conflict of interest, and refrain from using the board member's position on the board for personal or political gain;

10. Refrain from discussing the confidential business of the board in any setting except a board meeting;
11. Refrain from micro-managing the affairs of the school district;
12. Recognize the superintendent as the executive officer of the board;
13. Work constructively and collegially with the other members of the board, students, staff and patrons.
14. Refer complaints to the superintendent or building principal, as appropriate;
15. Always be mindful of his/her fiduciary obligation to the school district, including duties of loyalty and care, by placing the interests of the district above the board member's personal interests.
16. Remember that a board member's first and greatest concern must be the educational welfare of the students attending this district's schools.

Adopted on: December 9, 2019

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

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

**2017**  
**Indemnification and Liability Insurance**

In addition to circumstances where it is obligated to provide indemnity or procure insurance, the school board has broad authority to purchase insurance or otherwise indemnify school board members, officers, employees, or agents of the school district. The school board will purchase liability insurance and provide indemnification at its discretion and review its current coverages and indemnification obligations when it deems appropriate.

In the event the school district's current insurance, indemnification agreements, contract obligations, or other promises to indemnify do not cover a situation which the school board can agree to cover, the school board may authorize indemnification. The school board may elect to indemnify any board member, officer, agent, or employee if he or she is a party or is threatened to be made a party in any pending or completed suit, proceeding, or any other action, whether criminal, civil, administrative, or investigative, if the individual is involved because of current or past service on the board, employment, or agency relationship with the school district. However, the indemnification and defense will only be considered if such person acted in good faith and in a manner he or she reasonably believed to be in the best interests or not opposed to the best interests of the school district, including in a criminal proceeding if he or she had no reasonable cause to believe the conduct was unlawful.

In circumstances involving employees, the board delegates to the Superintendent the authority to provide the indemnification to the extent the Superintendent is authorized to procure legal services, as long as the indemnification is otherwise consistent with the authority granted under the law.

Adopted on: December 9, 2019  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **2013 Violation of Board Ethics**

The board of education is responsible for enforcing the code of ethics of its members. If any member of the board commits a serious or repeated violation of the code, the board may take any of the following steps:

1. The board president may confer with the board member who has violated the code of ethics in order to:
  - a. Identify the provision of the code that the member has violated;
  - b. Propose how the member can remedy the violation;
  - c. If the board member who violated the code is the board president, the vice president is empowered to confer with the president about the violation.
2. The board may discuss the violation as an agenda item at a meeting to confront the offending board member. However, the board will not enter closed session to hold the discussion of the ethics violation unless the Open Meetings Act authorizes a closed session.
3. The board may vote to publicly censure any board member who commits a serious or repeated violation of the code. The board will pass a censure motion to inform the community that an individual member of the board is not fulfilling the responsibilities for which he or she was elected.

Adopted on: December 9, 2019

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

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

**2014**  
**Relationship with District Legal Counsel**

The board will engage legal counsel to assist it and the administration in dealing with legal issues. When the district faces circumstances in which legal counsel may be needed between board meetings, the board president or superintendent may engage legal counsel on the board's behalf.

The superintendent and the board president shall have the authority to contact the school's legal counsel on behalf of the district. The superintendent may give other members of the administration permission to contact the district's legal counsel on an as-needed basis. Individual board members other than the president may not contact the district's legal counsel on behalf of the board without the approval of the board president or a majority of the board.

Any board member who contacts the district's legal counsel without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the district's legal counsel is involved.

Adopted on: December 9, 2019

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

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

**2015**  
**STUDENT MEMBER OF SCHOOL BOARD**

In order to provide the School Board with a greater insight into student activities, programs, and needs; and to encourage student involvement in school district governance activities the board may allow one nonvoting student member(s) on the Board of Education. The role of student member is advisory. The board shall decide whether to have a student member at its regular May board meeting or at such other meeting determined by the board.

**Selection and Term of Student Member**

The student member shall be the student body or student council president, the senior class representative, or a representative elected from and by the entire student body, as designated by the voting members of the School Board.

The term of office will be one school year, beginning on September 1 and ending on June 1.

Student members will not participate in executive or closed sessions.

**Guidelines**

Student members may not introduce motions.

Student members are expected to attend all public meetings of the Board and can be appointed to committees of the Board at the discretion of the president.

The president of the board, in consultation with the Superintendent of Schools, has the right to bar the participation of a student member at the board's discretion. The decision of the board president is final and is not subject to review.

Adopted on: December 9, 2019

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

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

**2016**  
**Participation in Insurance Program by Board Members**

Members of board of education may participate in the school district's health and life insurance plans which are provided to school district employees. A board member electing to participate in the insurance program of the school district shall pay both the employee and the employer portions of the premiums to the district in advance of any payments being due from the district to the insurance carrier.

Every three months, the board will place on its agenda a report identifying the board members who have elected to purchase insurance coverage through the district. This report will shall be made available in the school district office for review by the public upon request.

Adopted on: December 9, 2019

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

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

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

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

### **BUDGET PROCEDURES**

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

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

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

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

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

considered a reasonable amount of time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

percentage.

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

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

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

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

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

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

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

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

Revised on: July 12, 2021

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

**3005**  
**School Activities Fund**

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

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

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

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

Adopted on: December 9, 2019

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

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

**3002  
Deposits**

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

Funds collected by district representatives shall be receipted, accounted for, and directed without delay to the proper depository. Funds exceeding \$5,000 shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

Adopted on: December 9, 2019

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

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

**3003.1**  
**Bidding for Public Improvements 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 South Dakota public bidding law. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**III. Construction Projects with an Anticipated Cost of Under**

## **\$250,000**

### A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

#### 2. Construction with an Anticipated Cost of between \$10,000 and \$250,000 (Simplified Acquisition Procedures)

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

### B. Construction Projects with an estimated cost of between \$100,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts

Pursuant to South Dakota law, construction projects which have an anticipated aggregate cost of \$100,000 or more are subject to state public bidding requirements. The board will follow its standard policy on bidding and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$100,000

and \$250,000.

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

- A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method
1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
  2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
  3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
  4. The contract will be awarded to the lowest responsive and responsible bidder.
    - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
    - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
    - c) Any or all bids may be rejected if there is a sound documented reason.
  5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past

performance, and other relevant factors.

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

#### B. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least ten calendar days prior to the date on which bids are due. The advertisement must include the approximate cost of the publication and that the notice may be viewed free of charge on a statewide public notice website.
2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

#### C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.
2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
6. Bids will be reviewed by the Superintendent and/or designee

and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.
  8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

## **V. Other Contract Matters**

### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.322 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

### **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, veteran-owned businesses, 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. 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, public policy, compliance, proper classification of employees (See the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

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). South Dakota law requires retention of successful bids for five past the expiration of the contract's term. 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 the state law and the South Dakota Local School Records Retention and Destruction Schedule.

### 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

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

D. Enforcement

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

## **VII. Financial Management**

### **A. Identification**

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

### **E. Budget Control**

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

#### F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the South Dakota 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 South Dakota 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.

## H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

### I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under [subpart E \(Cost Principles\) of this part](#);
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

## J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

## **VIII. Other Contract Matters**

### **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.

### **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, veteran-owned businesses, 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.

### **Record Keeping**

#### Record Retention

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.

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). The Records Retention and Destruction Schedule of the South Dakota Bureau of Administration Records Management Program requires the District to maintain records regarding federal awards for a minimum of five (5) years. Consequently, the District shall retain records for a minimum of five (5) years from the date on which the final Close Out 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.

#### Maintenance of Procurement Records

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.

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

#### **Privacy**

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

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

Revised on: July 8, 2024

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

## **3003**

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

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

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

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

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

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

#### **III. Formal Bidding for Major Purchases and Construction**

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project exceeds \$109,000 for the construction, remodeling or repair of a

school-owned building or for site improvement.

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

C. Advertising for Bids

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

D. Bid Documents

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

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.
- E. Any or all bids may be rejected if there is a sound documented reason
  - F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: \_\_\_\_\_  
Revised on: July 12, 2021  
Reviewed on: \_\_\_\_\_

**3004**  
**General Purchasing and Procurement**

**I. Applicability of this policy.**

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

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

**II. General Purchasing Policy**

- A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.
- B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
- C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.
- D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

**III. Building-Specific Purchasing**

- A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.
- B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.
- C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.
- D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

#### IV. **Purchasing Procedures**

- A. School personnel must secure the approval of an authorized administrator before making any purchases.
- B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than Friday prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.
- C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.
- D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

- E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.
- F. For purchases of more than \$5,000 authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

**V. Relations with Vendors**

- A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- B. No purchase shall be made that violates any conflict of interest policy or law.
- C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.
- D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Adopted on: December 9, 2019

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

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

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

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

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

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

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the South Dakota 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 an individual procurement transaction for 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 (Simplified Acquisition)**

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

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

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

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

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The procurement transaction can only be fulfilled by a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes written approval of 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.

#### **5. Competitive Proposals**

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
  - 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered;
  - 2) Proposals must be solicited from an adequate number of qualified sources; and
  - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used to procure A/E professional services. The method may not be used to purchase other services provided by A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

### **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, public policy, compliance, proper classification of employees (see the Labor Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

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**

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

**D. Enforcement**

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

**IV. Property Management Systems**

**A. Property Classifications**

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

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that 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. The District will notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

#### **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 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 fair market value of \$10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity.

## **I. Equipment Retention**

When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the recipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

## **J. Equipment and Capital Expenditures**

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

## **K. Depreciation**

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

## **V. Financial Management**

### **A. Identification**

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

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

### **E. Budget Control**

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

### **F. Payment Methods**

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the South Dakota 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 South Dakota 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.

### **H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching**

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

### **I. Cost Sharing or Matching**

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under [subpart E \(Cost Principles\) of this part](#);
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

### **J. Documentation of Personnel Expenses**

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

### **K. Travel Costs**

All travel expenses paid with federal grant funds shall meet the federal requirements such as:

- (1) All travel costs must be reasonable and necessary;
- (2) All travel costs must be consistent with District policy; and
- (3) All travel costs must be directly related to the grant award.

In addition, all travel expenses funded with federal grant funds must be preapproved by the District's Business Manager. The state per diem rates for lodging shall be used to determine that maximum amount charged to a federal grant. For reimbursement of meals, the per diem rate and rules set by the State of South Dakota through administrative rule 5:01:02:14 will apply.

There will be no reimbursement for breakfast if the staff member's lodging provides continental breakfast at no cost. For reimbursement for mileage or fuel, the State of South Dakota mileage rate will apply. If a District-owned vehicle is available for travel, the District-owned vehicle must be utilized unless preapproved by the Business Manager. All expenditures claimed by staff must include receipts and a completed voucher.

## **VI. Written Compensation Policies**

### **A. Time and Effort Standards**

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- Be incorporated into official records;
- Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- Comply with the established accounting policies and practices of the District and
- Support the distribution of the employee's salary or wages among specific activities or costs objectives.

### **B. Time and Effort Procedures**

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

### **C. Fringe Benefits**

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

### **D. Leave**

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

#### **E. Unexpected or Extraordinary Circumstances**

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

#### **F. Documentation for Personnel Expenses**

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

### **VII. 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 and Buy American**

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, veteran-owned businesses, and labor surplus area firms are used when possible consistent with state law.

**Buy American.** The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

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

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

**2. Maintenance of Procurement Records**

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

**D. Privacy**

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

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

Revised on: July 8, 2024

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

**2011**  
**Membership in Organizations**

The board may hold membership in organizations approved by the board.

Adopted on: December 9, 2019

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

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

**EXTRACT FROM MINUTES OF MEETING  
OF THE BOARD OF EDUCATION  
OF FURNAS COUNTY SCHOOL DISTRICT 0540**

A meeting of the Board of Education of Furnas County School District 0540, in the State of Nebraska, was convened in open and public session at \_\_\_\_\_ .m. on \_\_\_\_\_, 2025, at the Junior/Senior High School Building at 43739 Highway 89 in Oxford, Nebraska in a publicly convened session, the same being open to the attendance of the public and having been preceded by advance publicized notice, said advance publicized notice having been given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended, and having set forth (a) the time, date, and place of this meeting; (b) that this meeting would be open to the attendance of the public; and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the “**Superintendent**”). A copy of the affidavit of publication of said advance publicized notice was ordered annexed to the minutes of this meeting and is attached hereto. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date, and place of the meeting. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

The following members were present: \_\_\_\_\_  
\_\_\_\_\_.

The following members were absent: \_\_\_\_\_.

A quorum being present and the meeting duly commenced, the following proceedings were had and done. At the beginning of the meeting, the President publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was posted for review and indicated the location of such copy in the room where the meeting was being held.

\* \* \* \*

Board Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION

BE IT RESOLVED BY THE BOARD OF EDUCATION OF FURNAS COUNTY SCHOOL DISTRICT 0540 (SOUTHERN VALLEY PUBLIC SCHOOLS), IN THE STATE OF NEBRASKA:

Section 1. That the following bonds, in accordance with their option provisions, are hereby called for payment on April 1, 2025, after which date interest on the bonds will cease:

Limited Tax Building Improvement Bonds, Series 2016, of Furnas County School District 0540 (Southern Valley Public Schools), (the "District") in the State of Nebraska, date of original issue – April 12, 2016, in the principal amount of Ninety-Five Thousand Dollars (\$95,000), numbered as shown on the books of the Paying Agent and Registrar, becoming due and bearing interest as follows:

<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
\$95,000	April 1, 2026	2.350%

Said bonds are hereinafter referred to as the "Refunded Bonds."

Section 2. The Refunded Bonds are to be paid off at the office of the District Treasurer, Oxford, Nebraska, (the "Paying Agent") as paying agent and registrar.

Section 3. A copy of this Resolution shall be filed with the Paying Agent prior to the call date and the Paying Agent is hereby irrevocably instructed to take appropriate action to mail notice to each registered owner prior to the call date.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

The foregoing resolution having been read in its entirety, Member \_\_\_\_\_ seconded the motion for its passage and adoption. After consideration, the roll was called and the following Members voted "AYE": \_\_\_\_\_  
\_\_\_\_\_. The following Members voted "NAY": \_\_\_\_\_.

The passage of said resolution having been consented to by a majority of the Members of the Board of Education, the President declared the resolution duly passed and adopted, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

6647903.1



**PROPOSAL: 14935 - Fuel System Installation**

**DATE: 03-10-2025**

**To: Southern Valley Schools**  
- Bryce Jorgenson

**Site: Southern Valley Schools**  
43739 Hwy 89  
Oxford, NE, 68967

**Salesperson: Brent Sinsel**  
brent.sinsel@mwpetroleum.com  
Estimator: Shaun Buck

Quantity	Description	Total
1	550-gallon Double-Wall Flameshield skid tank w/ 300° wrap. Includes freight.	\$3,743.01
1	1,000-gallon Double-Wall Flameshield skid tank w/ 300° wrap. Includes freight.	\$5,010.35
1	Tank top equipment. Includes tank vents, 3.5 gal. spill containers, overfill prevention, drop tubes, clock gauges w/ overfill alarm, valves, sch. 40 steel piping, & leak gauges.	\$5,312.22
1	Pumps & fueling equipment Includes (1) Fill-Rite FR710VN GAS, (1) Fill-Rite FR311VN DSL, (2) 901C mechanical meters, 1" x 14' hose assemblies, (1) Husky gasoline nozzle, (1) Husky diesel nozzle, (1) gas filter kit & (1) diesel filter kit.	\$2,962.43
15	4" x 7' sch. 40 black steel bollards. Includes concrete.	\$3,475.00
1	Equipment rental & tank permitting.	\$3,023.24
1	Electrical Materials. Includes keyed switches for controlled pump access.	\$2,459.10
1	Electrical Labor & Mobilization	\$7,516.99
1	Installation Labor & Mobilization	\$9,095.25
<b>SUBTOTAL:</b>		<b>\$42,597.59</b>
<b>25% Down Payment:</b>		<b>\$10,649.40</b>

**TAXES NOT INCLUDED. ANY APPLICABLE TAXES WILL BE IN ADDITION UPON INVOICE.**

**Exceptions:** All materials are guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate.

Note: This proposal is valid for thirty (30) days from the specific date of the proposal. MPE reserves the right to review and adjust this proposal if not approved within thirty (30) days or if any change in manufacturer pricing.

*The parties understand that this is a legally binding agreement.*

Accepted by:

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Midwest Petroleum Equipment Representative



**CORPORATE OFFICE**  
500 West South Street  
Lincoln, NE 68522

www.mwpetroleum.com  
service@mwpetroleum.com  
402-476-6681



---

Date

---

Date

*Acceptance of this proposal is subject to the terms and conditions on the attached document.*



**CORPORATE OFFICE**  
500 West South Street  
Lincoln, NE 68522

[www.mwpetroleum.com](http://www.mwpetroleum.com)  
[service@mwpetroleum.com](mailto:service@mwpetroleum.com)  
402-476-6681



**Payment & Billing Terms:**

- 25% Down Payment to secure pricing, due Net 10.
- MPE will invoice for material upon ordering, due Net 10.
- MPE will submit invoice for labor and subcontractor work per monthly progress, due Net 10.
- ACH required unless other payment terms are agreed upon in advance by both parties.

**Acknowledgement:** \_\_\_\_\_

**ACH Information:**

Company Name: Midwest Petroleum Equipment  
FEIN: 83-3410900

**Bank Information:**

Remit to: ar@mwpetroleum.com  
Routing: 104910795  
Checking Account: 0602652935

*The parties understand that this is a legally binding agreement.*

Accepted by:

\_\_\_\_\_

Company Representative

\_\_\_\_\_

Midwest Petroleum Equipment Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Date

Acceptance of this proposal is subject to the terms and conditions on the attached document.



**CORPORATE OFFICE**  
500 West South Street  
Lincoln, NE 68522

www.mwpetroleum.com  
service@mwpetroleum.com  
402-476-6681

## SCOPE OF WORK:

- MPE to provide & install (1) 550-gallon AST & (1) 1,000-gallon AST.
  - Customer to provide 15'x15' concrete tank pad.
- MPE to install tank top equipment.
  - Vents, 3.5 gal. spill containers, overfill protection, clock gauges, solenoid valves, & pumps.
- MPE to provide & install (2) Fill-Rite pumps & associated dispensing equipment as outlined above.
- Owner provided subcontractor to trench approx. 68' from building to tank pad for electrical.
- Owner provided subcontractor to install conduit from panel to tank pad as required to power fueling equipment.
- Owner provided subcontractor to provide & install subpanel to power new fueling equipment.
- MPE electrician to install conduit from stubbed conduit at tank pad to Fill-Rite pumps
- MPE electricians to pull wiring from subpanel to (2) Fill-Rite pumps per manufactures specifications.
  - Conduit to be stubbed at tank pad & installed to subpanel by owner provided subcontractor.
- Install E-stop on the building per NSFM regulations.
- MPE to install keyed switches for each pump for controlled access.
- MPE to install (15) 4" steel bollards. 3' embedment w/ concrete foundation just below grade.

## EXCLUSIONS:

- Site preparation, demolition, hauling, grading, & debris removals
- Surveying & location of private utilities
- Engineering fees including light calculations for canopy
- Shoring for tank hole excavation
- Dewatering (if needed)
- Disposal of groundwater
- Filling the tank with ballast water if needed & discharge of water.
- Backfill compaction testing
- Soil sampling
- Removal and replacement of unsuitable fill
- All concrete pouring and replacement at site including islands & island bumpers
- Grouting including canopy bases
- Additional pipe or fittings due to alterations from site plans provided (proposed fuel & vent piping layouts attached)
- Any additional costs occurred to maintain production during adverse weather conditions
- Painting
- Landscaping
- Finish tile installation
- Costs related to sandy soil conditions
- Dumpster & trash services to be provided by GC
- Additional Tank Surcharges after order date will be passed along to Owner



## PROPOSAL ACCEPTANCE TERMS & CONDITIONS

1. The aforesigned hereby warrants and represents to Midwest Petroleum Equipment, LLC ("MPE") MPE that he/she has the authority to enter into this Contract and that ever person, firm and entity either having an interest in the real property defined herein as the Job Site and whose consent to the Job is required is aware of this Contract and all matters contemplated hereby and has consented thereto (each such person, firm or entity referred to collectively herein as "Owner").
2. **Delay.** If the job is delayed or postponed due to floods, explosions, strikes, storms, terrorism, or other acts of God through no fault of MPE, Owner shall pay, in addition to the Contract Price, any and all increases in the cost of labor and materials in excess of those in effect on the date of this contract.
3. **Liens.** Please take notice that:
  - a. Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved land if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner.
  - b. Nebraska law permits the owner to withhold from the owner's contractor as much of the contract price as may be necessary to meet the demands of all other lien claimants, pay directly the liens and deduct the cost of them from the contract price, or withhold amounts from the owner's contractor until the expiration of 120 days from the completion of improvements unless the contractor furnished to the owner waivers of claims for mechanic's liens signed by the persons who furnished any labor or material for the improvement and who provided the owner with timely notice.
4. **Indemnification.** Owner shall indemnify and hold harmless MPE or any of MPE's subcontractors from and against any and all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the performance of this contract and related construction project which are caused in full or in part by or arise from any negligent act(s) or omissions(s) of Owner or any agent, employee or representative of Owner.
5. **Insurance.** Owner shall purchase and maintain general liability, fire, theft, and casualty insurance, including vandalism to cover the materials, personal property and improvements and MPE operations during the job at the job site in an amount deemed adequate by MPE. Any loss or damage incurred or suffered by Owner which arises out of or relates, in any way to MPE's performance of the job, and whether covered by insurance or not, shall be the sole responsibility of Owner. MPE shall maintain liability and workers' compensation insurance in the amount required by law or deemed adequate by MPE.
6. **Underground Tanks.** Upon notification by MPE, owner shall be responsible for filling all underground storage tanks with product or, if product is unavailable, water immediately upon MPE placement of tanks into excavations. Owner shall be responsible for any and all damages and losses that may occur due to floating or unstable tanks if the tanks are not filled as requested.
7. **Additional Work or Work Stoppage.** If any governmental body agency requires any other work completed in addition to the contracted job, owner must pay the cost of such other work in an amount equal to the costs incurred by MPE plus overhead. If a stop work order is issued, MPE may remove its equipment from the Job Site. Additional charges will be added to the contract if the Job is recommenced.
8. **Contaminated Soils, or Environmental Clean-up.** Any costs generated during underground excavation for environmental clean-up, site assessments, consulting fees, disposal of contaminated soil, etc., are the sole responsibility of the Owner, unless specifically stated otherwise in our proposal.
9. **Underground Hazards.** Any underground obstructions encountered, such as bed rock, water frost, foundations, non-locatable underground utility lines or excessive caving requiring shoring is not covered, unless specifically agreed to in our proposal.
10. **Partial Completion.** If the job is terminated or postponed for reasons including but not limited to the above and which are not attributable solely to MPE, the owner shall pay to MPE that portion of the Contract Price representing the percentage of the Job completed upon termination or postponement.
11. **Terms of Payment.** Net thirty (30) days unless otherwise stated on Contract. By signing this Contract, Owner agrees to pay on demand all costs and expenses including legal and out-of-pocket expenses incurred in connection with the collection of amounts due under this contract. Interest will be added to unpaid balance at the rate of 1.5% per month (18% per year)
12. **Incorporation.** The terms and conditions set forth above are deemed fully incorporated into the Proposal as though fully set forth therein. By signing the Proposal, the aforesigned acknowledges and represents that the Owner has completely read each term and provision herein and agrees to the same.

Acknowledgement: \_\_\_\_\_



**CORPORATE OFFICE**  
500 West South Street  
Lincoln, NE 68522

www.mwpetroleum.com  
service@mwpetroleum.com  
402-476-6681



Justin Coffman <justin.coffman@sveagles.org>

---

## Yant Equipment quote

1 message

---

Patrick Fiala <pfiala@yantequipment.com>

Tue, Feb 11, 2025 at 10:23 AM

To: "justin.coffman@sveagles.org" <justin.coffman@sveagles.org>

Good morning Justin,

Here are the quotes you requested for the two fuel tanks. The quotes do not include any equipment rental to offload tanks, crash protection around tanks, electrical, or any applicable taxes. If you have any questions, please let me know.

1=FS550-300\* 550-gallon Flame Shield double wall tank, 48" dia-72" Length, emergency vents, stack vent, spill bucket, leak gauge, tank gauge with overfill alarm, FR701 Fill-Rite 20gpm pump with 800 series mechanical meter, filter assembly, pipe fittings, 3/4 x12' hose, swivel, & automatic nozzle.

**FS550: \$5,731.00**

1=FS1000-300\* 1000-gallon Flame Shield Double Wall tank, 64" diameter -72" length, emergency vents, stack vent, spill bucket, leak gauge, tank gauge with over fill alarm, FR311VA Fill-Rite 35gpm pump with 900 series mechanical meter, filter assembly, pipe fittings, 1"X20' hose, HD hose swivel, & Ultra Hi-flow Automatic nozzle.

**FS1000: \$8,287.00**

-

---

**Setup: \$1,500.00**

**Labor, One trip Travel, Delivery, &**

-

-

-

-

-

Thank you,