

# Regular Meeting

*Mission: "The mission of High Plains Community Schools is to provide an educational environment which develops citizens who are lifelong learners and can contribute to a global society"*

*The Regular monthly meeting of the High Plains Community Schools Board of Education was held on Monday, November 11, 2024 at HPC Elementary- Clarks BOE Room (June-Dec) 205 W. Pearl St. Clarks, NE 68628. The meeting was called to order at 6:30 PM by President Klingsporn. Present were*

Terry Carlstrom: Present

Erin Meyer: Present

Megan Pike: Present

Nathan Spurling: Present

Kraig Urkoski: Present

Shane Van Pelt: Present

.

Visitors present were:

1. Call Meeting to Order
  - 1.1. Public Meeting Announcement
  - 1.2. Open Meetings Act Recognition

1.3. Board Member Attendance, Roll Call

1.4. Consent Agenda

A motion to approve the consent agenda as presented for past minutes, bills, and financial statements Passed with a motion by Nathan Spurling and a second by Erin Meyer.

Terry Carlstrom: Yea, Erin Meyer: Yea, Megan Pike: Yea, Nathan Spurling: Yea, Kraig Urkoski: Yea, Shane Van Pelt: Yea

1.4.1. Consider Minutes of Previous Meeting(s) and Their Approval (Appendix A)

# Regular Meeting

*Mission: "The mission of High Plains Community Schools is to provide an educational environment which develops citizens who are lifelong learners and can contribute to a global society"*

*The Regular monthly meeting of the High Plains Community Schools Board of Education was held on Monday, October 14, 2024 at HPC Elementary- Clarks BOE Room. The meeting was called to order at 6:30 PM by President VanPelt. Present were Terry Carlstrom, Erin Meyer, Megan Pike, Nate Spurling, Kraig Urkoski and Shane Van Pelt. There were 9 visitors.*

A motion to approve the consent agenda as presented for past minutes, bills, and financial statements Passed with a motion by Erin Meyer and a second by Megan Pike. Yea: 4, Abstain 2 (Spurling, Carlstrom)

Three members of the HPC Student Council, Ayden Hans, Caleb Sharman and Hudson Urkoski gave the board an update on community service projects; Red Ribbon Week and fundraisers.

Community Input was given.

Elementary Principal Report – Mrs. Helgoth: School culture update; Parent teacher's conferences update; Professional development update; Facilities and grounds update.

Junior High & High School Principal Report – Mr. Fisher: Career & Technical Education update; Job shadowing update; Homecoming update; Parent teacher's conferences update; MTSS update; College tours update.

AD Report – given by Mr. Fisher: Video board sponsor update; On Time Sports posters update; Football scoreboard sponsor update; Harvest of Harmony; Homecoming week; JH volleyball/football; HS volleyball/football. Norm Manstedt gave a presentation to the board, during the AD report, regarding the HPC Wrestling meet change of location and sponsorships.

Superintendent Report – Mr. Brown: Termite update; Superintendent contract; Pre-School evaluation/audit; Annual audit; NASB State School Board Conference; LB 1329; Marzano Academy; Nutrition grant; January unicameral session; Anonymous donation to HPC.

The board discussed, considered, and took all necessary action to approve a Clarks Elementary construction renovation. A motion to approve a bid from Carlson Construction in the amount of \$7,256.95 for renovation at Clarks Elementary passed with a motion by Erin Meyer and a second by Terry Carlstrom. Yea: 6, Nay: 0.

The board reviewed and discussed approving a Marzano trainer for staff professional development. A motion to approve to approve the bid for \$6,500.00 for the Marzano Academy trainer to work with HPC staff on October 21st passed with a motion by Nathan Spurling and a second by Megan Pike. Yea: 6, Nay: 0.

The board discussed, and took all necessary action in reassigning the negotiations board committee to finish the calendar year. A motion to approve board members Shane Van Pelt, Nate Spurling Megan Pike to reorganize the negotiations committee passed with a motion by Erin Meyer and a second by Terry Carlstrom. Yea: 6, Nay: 0.

Discuss, consider, and take all necessary action in a certificated staff resignation. A motion to approve the resignation of Mr. Daniel Wagner from High Plains Community Schools effective immediately passed with a motion by Erin Meyer and a second by Nathan Spurling. Yea: 6, Nay: 0.

A motion to adjourn the meeting at 7:56 PM and set the next regular meeting for Monday, November 11 at 6:30 PM passed with a motion by Nathan Spurling and a second by Megan Pike. Yea: 6, Nay: 0.

Respectfully submitted,

Erin Meyer, Board secretary

1.4.2. Consider Current Bills and Their Approval (Appendix B)

**Board Report - Board**

Unposted; Batch Description November 2024 invoices

Invoice Number Description

Fund Number 01 General Fund

walmart card batteries

19.32

19.32

ATS, LLC

2443

Sept janitorial

8,984.00

ATS, LLC

2539

night janitors

8,984.00

Total ATS, LLC

17,968.00

AURORA NEWS REGISTER

88516/88741

board advertising

106.41

Total AURORA NEWS REGISTER

106.41

BLACK HILLS ENERGY

20241106

monthly Shop-Polk

43.91

Total BLACK HILLS ENERGY

43.91

BLACK HILLS ENERGY

20241106

monthly Polk

320.30

Total BLACK HILLS ENERGY

320.30

BLACK HILLS ENERGY

20241106

monthly Polk

186.05

Total BLACK HILLS ENERGY

186.05

BLACK HILLS ENERGY

20241106

monthly- addition

585.22

Total BLACK HILLS ENERGY

585.22

CARL'S SKRAP

248226

dumpster-Clarks

100.00

CARL'S SKRAP

248264

dumpster - Clarks

150.00

CARL'S SKRAP

248310

trash pickup Clarks

190.00

CARL'S SKRAP

248311

trash pickup Polk

230.00

CARL'S SKRAP

248355

extra dumpster Clarks

100.00

Total CARL'S SKRAP

770.00

CARLSON CONSTRUCTION

968

prek room fix

327.58

Total CARLSON CONSTRUCTION

327.58

CASH-WA DISTRIBUTING

14392007

custodial - Polk

632.90

Total CASH-WA DISTRIBUTING

632.90

CASH-WA DISTRIBUTING

14332044

custodial clarks

168.60

CASH-WA DISTRIBUTING

14392008

custodial Clarks

449.60

Total CASH-WA DISTRIBUTING

618.20

CENTRAL CITY MALL

20241028

board meeting supplies

7.98

CENTRAL CITY MALL

20241106

PT drinks/Custodian appr supplies

65.26

CENTRAL CITY MALL

credit

credit on account

(47.92)

Total CENTRAL CITY MALL

25.32

CENTRAL VALLEY AG

October 2024

October

5,708.55

Total CENTRAL VALLEY AG

5,708.55

CLARKS LUMBER

85564

custodial Polk

9.23

CLARKS LUMBER

85588

custodial Polk

6.09

CLARKS LUMBER

85614

supplies THofmann

15.50

CLARKS LUMBER

85615

custodial Polk

50.00

CLARKS LUMBER

85621

custodial Polk

59.94

Board Report - Board

Unposted; Batch Description November 2024 invoices

Vendor Name	Invoice Number	Description	Amount
CLARKS LUMBER	85643	custodial Clarks	28.99
CLARKS LUMBER	85685	supplies Kraeger	27.96
CLARKS LUMBER	85750	custodial Polk	13.99
CLARKS LUMBER	85767	custodial Clarks	33.48
CLARKS LUMBER	85784	custodial Polk	28.44
CLARKS LUMBER	85847	custodial Polk	22.46
<b>Total CLARKS LUMBER</b>			<b>296.08</b>
COMPUTER INFORMATION CONCEPTS	PSI39244	infinite campus	8,310.00
<b>Total COMPUTER INFORMATION CONCEPTS</b>			<b>8,310.00</b>
CULLIGAN OF GRAND ISLAND	81248	water supplies Clarks	77.00
CULLIGAN OF GRAND ISLAND	81438	water supplies Clarks	113.00
CULLIGAN OF GRAND ISLAND	81704	water supplies Clarks	39.00
CULLIGAN OF GRAND ISLAND	90241467	water supplies Clarks	167.00
<b>Total CULLIGAN OF GRAND ISLAND</b>			<b>396.00</b>
CULLIGAN of YORK	20241030	water supplies Polk	276.00
<b>Total CULLIGAN of YORK</b>			<b>276.00</b>
DEMCO	7558127	library supplies	453.97
<b>Total DEMCO</b>			<b>453.97</b>
DIODE TECHNOLOGIES INC.	20241106	Openpath, Rhombus fees	1,211.38
<b>Total DIODE TECHNOLOGIES INC.</b>			<b>1,211.38</b>
EAKES OFFICE SOLUTIONS	9019510-0	custodial - flags	130.00
EAKES OFFICE SOLUTIONS	INV592355	monthly fax fee	56.64
EAKES OFFICE SOLUTIONS	INV597043	copy fees 3 mos	356.69
<b>Total EAKES OFFICE SOLUTIONS</b>			<b>543.33</b>
ECOLAB	6468387	pest control Polk West	109.68
<b>Total ECOLAB</b>			<b>109.68</b>
ECONOMY HOMETOWN MARKET	20241030	FCS supplies	28.77
ECONOMY HOMETOWN MARKET	20241106	FCS supplies	32.41
ECONOMY HOMETOWN MARKET	20241106-0001	FCS supplies	84.94
<b>Total ECONOMY HOMETOWN MARKET</b>			<b>146.12</b>
ESU #7	Sept 2024 sped servi	sped services	18,122.40
<b>Total ESU #7</b>			<b>18,122.40</b>
ESU7	Sept 2024 Reg Ed	Sept LMHP	2,362.05
ESU7	Title 1 24-25	title 1 contract services	1,099.08
<b>Total ESU7</b>			<b>3,461.13</b>
FLATLAND MOBILE SERVICES	Oct 2024	misc	221.96
<b>Total FLATLAND MOBILE SERVICES</b>			<b>221.96</b>
GARRETT, SHELLI	2024-25 ID badges		199.80
<b>Total GARRETT, SHELLI</b>			<b>199.80</b>
HAMILTON COMMUNICATIONS	10976813	monthly internet fee	135.08

Vendor Name	Invoice Number	Description	Amount
Total HAMILTON COMMUNICATIONS			135.08
HANS SERVICE, LLC	12976	Clarks shower/toilet/kitchen faucet	1,145.93
HANS SERVICE, LLC	13075	Polk-wash station/roof drain	367.50
HANS SERVICE, LLC	13174	repairs Polk	1,373.92
HANS SERVICE, LLC	13289	sewer camera/plugged toilet Clarks	591.00
Total HANS SERVICE, LLC			3,478.35
HIRERIGHT, LLC	P1246880	bus driver drug testing	407.75
Total HIRERIGHT, LLC			407.75
HOMETOWN LEASING	20241106	leases	3.70
HOMETOWN LEASING	20241106-0002	printer leases	18.79
Total HOMETOWN LEASING			22.49
HOT LUNCH FUND	October 2024 Board	board meeting food	40.80
Total HOT LUNCH FUND			40.80
HYDROSCAPE, LLC	6009	sprinkler service Clarks	115.00
Total HYDROSCAPE, LLC			115.00
ISLAND SUPPLY WELDING CO	328597	supplies Kraeger	40.00
ISLAND SUPPLY WELDING CO	329439	supplies Kraeger	24.80
Total ISLAND SUPPLY WELDING CO			64.80
J W PEPPER & SON INC	366808769	music supplies Gansebom	109.49
J W PEPPER & SON INC	366812608	music supplies Gansebom	39.98
Total J W PEPPER & SON INC			149.47
MARZANO RESOURCES, LLC	M222094	prof dev teachers	6,500.00
Total MARZANO RESOURCES, LLC			6,500.00
MENARDS	94218	supplies THofmann	153.20
Total MENARDS			153.20
Myer's Insurance Inc	3451	Workmens Comp	515.00
Myer's Insurance Inc	3453	pivot insurance	1,002.40
Total Myer's Insurance Inc			1,517.40
NE ASSOC SCHOOL BOARDS	51589	State school boards	1,400.00
NE ASSOC SCHOOL BOARDS	51769	State school boards	325.00
NE ASSOC SCHOOL BOARDS	51866	state school boards	350.00
Total NE ASSOC SCHOOL BOARDS			2,075.00
NE COUNCIL/SCHOOL ADMIN	84520	dues-JBrown	435.00
Total NE COUNCIL/SCHOOL ADMIN			435.00
NE SAFTEY CENTER	57-13566	bus training JTHamm	255.00
Total NE SAFTEY CENTER			255.00
NEBRASAK CENTER for the EDUCATION of CHILDREN who are BLIND or VISUALLY IMP	T-958	sped services	5,500.00
Total NEBRASAK CENTER for the EDUCATION of CHILDREN who are BLIND or VISUALLY IMP			5,500.00

Vendor Name	Invoice Number	Description	Amount
NEBRASKA/CENTRAL EQUIPMENT, INC	0173399-IN	bus 14 stop sign switch	53.54
Total NEBRASKA/CENTRAL EQUIPMENT, INC			53.54
OMNIFY BENEFITS	1059829	fee to monitor FSA	50.00
Total OMNIFY BENEFITS			50.00
ONE SOURCE	2022165966	background checks	66.00
Total ONE SOURCE			66.00
OVERLAND READY MIXED	CX 117120	cement - drainage east building	424.25
Total OVERLAND READY MIXED			424.25
PETTY CASH FUND	October 2024	misc	200.60
Total PETTY CASH FUND			200.60
POLK CO HEALTH DEPT	August 2024 Nurse	Nursing services	5,892.59
Total POLK CO HEALTH DEPT			5,892.59
POLK COUNTY NEWS	5498	board advertising/subscription	141.88
Total POLK COUNTY NEWS			141.88
POLK COUNTY RPPD	20241031	monthly Clarks	249.64
POLK COUNTY RPPD	20241031-0001	monthly Clarks	1,918.61
POLK COUNTY RPPD	20241031-0002	monthly Clarks	343.56
POLK COUNTY RPPD	20241031-0003	hwy 92 light	56.77
Total POLK COUNTY RPPD			2,568.58
POLK LIGHT & WATER DEPT	20241105	monthly Polk	4,248.42
Total POLK LIGHT & WATER DEPT			4,248.42
PRESTOX (J.C. EHRLICH CO., INC.)	69243692	termite bait - Clarks	2,550.00
Total PRESTOX (J.C. EHRLICH CO., INC.)			2,550.00
RALLY AUTO PARTS	377936	diesel fuel additive/windshield washer flu	140.46
Total RALLY AUTO PARTS			140.46
RASMUSSEN MECHANICAL SERVICES INC.	SRV116153	boilers at Clarks and Polk	1,454.12
RASMUSSEN MECHANICAL SERVICES INC.	SRV116164	heating valve/leaky valve/water leak	2,832.16
RASMUSSEN MECHANICAL SERVICES INC.	SRV116371	tuned boiler - Clarks	985.60
Total RASMUSSEN MECHANICAL SERVICES INC.			5,271.88
RUSSELL, SHARON	fuel/car wash	sped fuel/car wash	64.70
Total RUSSELL, SHARON			64.70
SAPP BROTHERS PETROLEUM	IN4562789	propane clarks	781.20
Total SAPP BROTHERS PETROLEUM			781.20
STROMSBURG WATER & CONDIT	20241106	custodial - Polk	122.50
Total STROMSBURG WATER & CONDIT			122.50
STUHR MUSEUM	1634	elem field trip	88.00
Total STUHR MUSEUM			88.00

Vendor Name	Invoice Number	Description	Amount
TIME MANAGEMENT SYSTMS	321386	monthly timeclock fee	51.30
Total TIME MANAGEMENT SYSTMS			<u>51.30</u>
TRUCK CENTER COMPANIES	RA105013419:01	bus 14 insp,wheel seal,fuel syst,exhaust	2,344.37
TRUCK CENTER COMPANIES	RA105013504:01	Bus 18 insp,oil,filters,coolant,gearbox	774.36
TRUCK CENTER COMPANIES	RA105013516:01	bus 21 insp/oil,filters,8way lights	2,661.24
TRUCK CENTER COMPANIES	RA105013556:01	Bus 17 - insp,	195.50
TRUCK CENTER COMPANIES	RA105013587:01	Bus 19 ABS light, ABS kit,oil,filters	460.55
TRUCK CENTER COMPANIES	RA105013587:02	bus 19 brake,caliper,nuts, outer bearing	942.31
Total TRUCK CENTER COMPANIES			<u>7,378.33</u>
U.S. BANK	4484730001185957N	misc	8,531.53
U.S. BANK	4484730153582126No	misc	287.68
U.S. BANK	4484731000076031N	misc	1,812.70
U.S. BANK	4484731000076130N	misc	1,879.32
Total U.S. BANK			<u>12,511.23</u>
VILLAGE OF CLARKS	212952	water/sewer Clarks	305.44
Total VILLAGE OF CLARKS			<u>305.44</u>
VYE BROADBAND	20241105	monthly internet	273.00
Total VYE BROADBAND			<u>273.00</u>
WINDSTREAM	20241031	monthly eastt bldg	345.40
Total WINDSTREAM			<u>345.40</u>
WINDSTREAM	20241028	monthly telephone-West Bldg	175.94
Total WINDSTREAM			<u>175.94</u>
YORK VACUUM CENTER	2132689	vacuum bags	95.70
Total YORK VACUUM CENTER			<u>95.70</u>
Fund Number 01			<u>125,709.89</u>
Checking Account ID 01			<u>125,709.89</u>

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 01	Fund Number 01	General Fund	
RHD PUBLISHING LLC	18400	board advertising	101.21
Total RHD PUBLISHING LLC			<u>101.21</u>
STRUCKMAN, JEREMY	TV	tv purchase	299.00
Total STRUCKMAN, JEREMY			<u>299.00</u>
Fund Number 01			<u>400.21</u>
Checking Account ID 01			<u>400.21</u>

+125,709.89

126,110.10

Comerstone	191,423.67
EFTPS	51,421.58
NE DEPT Rev	7,966.66
NPERS	47,425.91
BCBS	61,210.96
Cross County	1,126.01
Employee Benefit	29.23
Principal	483.22
Union Bank & Trust	1483.61
	<u>488,680.95</u>

OTHERS

Ameritas	596.46
#PC 125	1515.81
GF	992.39
Mutual of Omaha	1044.27
MISC	1311.00
NIS	134.56
Transamerica	225.60
	<u>5820.09</u>

Total Transfer:  
494,501.04

1.4.3. Consider Financial Statements and Treasurer's Report (Appendix C)

1.4.3.1. Activity Account Statements

Fund: 55      Activities Fund K-6

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
55 1720	BOOKSTORE SALES	0.00	0.00	1,160.80	0.00	(1,160.80)
55 1920	CONTRIBUTIONS & DONATIONS	0.00	0.00	11.73	0.00	(11.73)
	Subtotal: LOCAL RECIEPTS	0.00	0.00	1,172.53	0.00	(1,172.53)
55 5200	TRANSFERS	0.00	0.00	2,000.00	0.00	(2,000.00)
	Subtotal: NON-REVENUE RECEIPTS	0.00	0.00	2,000.00	0.00	(2,000.00)
	Fund Total:	0.00	0.00	3,172.53	0.00	(3,172.53)

**Revenue Summary Report**  
Processing Month: 10/2024

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	0.00	0.00	3,172.53	0.00	(3,172.53)

**Fund: 05      Activity Fund 7-12**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
05 1510	INTEREST ON INVESTMENTS	0.00	44.73	88.16	0.00	(88.16)
05 1710	ACTIVITIES Admissions Receipts	0.00	12,420.91	32,774.84	0.00	(32,774.84)
05 1730	STUDENT ORGANIZATION DUES	0.00	350.00	1,275.00	0.00	(1,275.00)
05 1740	STUDENT TECH FEES	0.00	35.00	70.00	0.00	(70.00)
05 1750	REVENUE FROM ACTIVITIES	0.00	1,697.85	9,270.85	0.00	(9,270.85)
05 1790	Activity Income from other Schools	0.00	4,271.53	7,024.53	0.00	(7,024.53)
05 1920	CONTRIBUTIONS & DONATIONS	0.00	9,085.27	19,955.27	0.00	(19,955.27)
05 1990	MISCELLANEOUS LOCAL REVENUE	0.00	139.85	363.06	0.00	(363.06)
Subtotal: LOCAL RECIEPTS		0.00	28,045.14	70,821.71	0.00	(70,821.71)
Fund Total:		0.00	28,045.14	70,821.71	0.00	(70,821.71)

**Revenue Summary Report**  
Processing Month: 10/2024

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	0.00	28,045.14	70,821.71	0.00	(70,821.71)

**Check Reconciliation Report - Summary**  
Activity Fund

<u>Processing Month</u>	<u>Checking Account ID</u>	<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
10/2024	05	210,495.44	(4,325.48)	206,169.96	206,169.96	0.00
Total:		210,495.44	(4,325.48)	206,169.96	206,169.96	0.00

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 05	Fund Number 05	Activity Fund 7-12	
ANDERSON'S	2475791	CROWN AND TIARA FOR HOMECOMING	96.67
Total ANDERSON'S			96.67
AURORA NEWS REGISTER	SUBSCRIPTIONSTUD ENTC	STUDENT COUNCIL SUBSCRIPTION	44.00
AURORA NEWS REGISTER	VIDEOBOARDVINYL SIGNS	VIDEOBOARD VINYL SIGNS FOR SPONSORS	896.87
Total AURORA NEWS REGISTER			940.87
BROEKEMEIER, DON	20241101	PLAYOFF REF	102.00
BROEKEMEIER, DON	FB REF LN 10/23/24	FB REF VS LAWRENCE NELSON 10/23/24	102.00
BROEKEMEIER, DON	V*FB REF LN 10/23/24	FB REF VS LAWRENCE NELSON 10/23/24	(102.00)
Total BROEKEMEIER, DON			102.00
Capital One	1658082265	CONCESSIONS/STUCO/CHEER	671.61
Capital One	1658667642	WALMART CREDIT CARD BILL	337.23
Total Capital One			1,008.84
Cash-Wa Distributing	14354853	STUCO ICE CREAM SUPPLIES	74.59
Cash-Wa Distributing	14370976	CONCESSIONS	157.00
Cash-Wa Distributing	14381311	CONCESSIONS	235.24
Cash-Wa Distributing	14389496	CONCESSIONS SUPPLIES	251.26
Cash-Wa Distributing	20241101	CONCESSIONS	251.26
Cash-Wa Distributing	V*14389496	CONCESSIONS SUPPLIES	(251.26)
Total Cash-Wa Distributing			718.09
CASH	20241101		2,000.00
CASH	CASH FB/VB CONC/ADM/	CASH BOXES FB/VB/ CONC/ADM/ICE CREAM	1,950.00
CASH	CRC VOLLEYBALL CHEER	ENTRY FEE FOR CRC VBALL FOR CHEERLEADERS	78.00
CASH	FB STARTER CASH LN	1ST ROUND FB PLAYOFFS LN STARTER CASH	2,000.00
CASH	STARTER CASH FOR FB	STARTER CASH FOR CONCESSIONS FB 11/14/24	250.00
CASH	V*FB STARTER CASH LN	1ST ROUND FB PLAYOFFS LN STARTER CASH	(2,000.00)
CASH	V*STARTER CASH FOR F	STARTER CASH FOR CONCESSIONS FB 11/14/24	(250.00)
Total CASH			4,028.00
CENTRAL PLATTE NRD	LANDJUDGING	NRCS LAND JUDGING	84.00
Total CENTRAL PLATTE NRD			84.00
CROSS COUNTY SCHOOL	SOFTBALLPINKOUTS HIRT	PINK OUT SOFTBALL SHIRT	60.00
Total CROSS COUNTY SCHOOL			60.00
David City Public School	MSVBALLTOURNAME NT	MS VBALL TOURNAMENT	140.00
Total David City Public School			140.00
DENNING, JUSTIN	20241101		102.00

Vendor Name	Invoice Number	Description	Amount
DENNING, JUSTIN	FB REF 10/23/24	FB REF VS LAWRENCE NELSON 10/23/24	102.00
DENNING, JUSTIN	V*FB REF 10/23/24	FB REF VS LAWRENCE NELSON 10/23/24	(102.00)
<b>Total DENNING, JUSTIN</b>			<b>102.00</b>
DISTRICT VII NAEA	LIVESTOCK JUDGING	DISTRICT LIVESTOCK JUDGING	90.00
<b>Total DISTRICT VII NAEA</b>			<b>90.00</b>
Eileen's Cookies	1236	NHS COOKIE DOUGH FUNDRAISER	2,795.00
<b>Total Eileen's Cookies</b>			<b>2,795.00</b>
Fields & Frills	CHEER PINK OUT TEES	CHEER CAMP PINK OUT TEES	595.52
<b>Total Fields &amp; Frills</b>			<b>595.52</b>
GAMEONE	H6152743	CHAIN GANG VEST-3 SET YELLOW	90.00
<b>Total GAMEONE</b>			<b>90.00</b>
GERDES, TOM	FB REF 10/11/24	FB REF VS LAWRENCE NELSON 10/11/24	140.00
<b>Total GERDES, TOM</b>			<b>140.00</b>
GUSTAFSON, CHARLES	20241101		102.00
GUSTAFSON, CHARLES	FB REF VS LN 10/23/2	FB REF VS LAWRENCE NELSON 10/23/24	102.00
GUSTAFSON, CHARLES	V*FB REF VS LN 10/23	FB REF VS LAWRENCE NELSON 10/23/24	(102.00)
<b>Total GUSTAFSON, CHARLES</b>			<b>102.00</b>
LANDON, DAVID	FB REF 10/11/24	FB REF VS LAWRENCE NELSON 10/11/24	140.00
<b>Total LANDON, DAVID</b>			<b>140.00</b>
LAWRENCE-NELSON PUBLIC SCHOOLS	D2 1ST ROUND FOOTBAL	D2 1ST ROUND FOOTBALL PLAYOFFS 10/24/24	384.50
<b>Total LAWRENCE-NELSON PUBLIC SCHOOLS</b>			<b>384.50</b>
MARCUS, MARINKOVICH	FB REF 10/11/24	FB REF VS LAWRENCE NELSON 10/11/24	140.00
<b>Total MARCUS, MARINKOVICH</b>			<b>140.00</b>
MEAT HOOK, THE	20241101	FFA	705.00
MEAT HOOK, THE	FARMER HARVEST MEAL	FFA FARMER HARVEST MEALS	705.00
MEAT HOOK, THE	V*FARMER HARVEST MEA	FFA FARMER HARVEST MEALS	(705.00)
<b>Total MEAT HOOK, THE</b>			<b>705.00</b>
MENARDS	91667PART2	HOSE REPAIRS/RUBBER WASHERS	7.21
MENARDS	92840	ONE-ACT SUPPLIES	174.53
<b>Total MENARDS</b>			<b>181.74</b>
Mustang Inc	20089	FFA OFFICER APPAREL	674.00
<b>Total Mustang Inc</b>			<b>674.00</b>

Vendor Name	Invoice Number	Description	Amount
N.S.A.A. District II	ANNUAL AD MEETING	ANNUAL AD MEETING	35.00
<b>Total N.S.A.A. District II</b>			<b>35.00</b>
National FFA Organization	1915835	OFFICIAL FFA JACKETS	300.00
National FFA Organization	1921757	FFA JACKETS	220.00
National FFA Organization	CNR82143	EARLY BIRD FULL REGISTRATION	1,020.00
<b>Total National FFA Organization</b>			<b>1,540.00</b>
NE FFA Association	750765	STATE & NATIONAL DUES	1,180.00
<b>Total NE FFA Association</b>			<b>1,180.00</b>
NE INFINITE CAMPUS USER GROUP	INFINITE CAMPUS CONF	INFINITE CAMPUS CONFERENCE	100.00
<b>Total NE INFINITE CAMPUS USER GROUP</b>			<b>100.00</b>
NEBR SCHL ACTIVITIES ASSN	D2 1ST ROUND FOOTBAL	1ST ROUND FOOTBALL PLAYOFFS 10/24/24	994.75
<b>Total NEBR SCHL ACTIVITIES ASSN</b>			<b>994.75</b>
Nebraska FFA Alumni Association	FFA ALUMNI ANN. DUES	FFA ALUMNI ANNUAL MEMB DUES	200.00
<b>Total Nebraska FFA Alumni Association</b>			<b>200.00</b>
NEMFCA	ASSOC DUES	ASSOCIATION DUES HIGH PLAINS COMMUNITY	75.00
<b>Total NEMFCA</b>			<b>75.00</b>
Nevco	VIDEOBOARD PAYMENT	VIDEOBOARD PAYMENT	13,229.50
<b>Total Nevco</b>			<b>13,229.50</b>
NORTH PRINTING & OFFICE SUPPLY, LLC	76489	SCHOOL ACTIVITIES POCKET CALENDARS	410.21
<b>Total NORTH PRINTING &amp; OFFICE SUPPLY, LLC</b>			<b>410.21</b>
OSCEOLA PUBLIC SCHOOLS	JHQWIZBOWLENTY	JH QUIZ BOWL ENTRY	100.00
<b>Total OSCEOLA PUBLIC SCHOOLS</b>			<b>100.00</b>
PEPSICO BEVERAGE SALES LLC	20241101	CONCESSIONS	550.73
PEPSICO BEVERAGE SALES LLC	74099008	CONCESSIONS PEPSI ORDER	550.73
PEPSICO BEVERAGE SALES LLC	V*74099008	CONCESSIONS PEPSI ORDER	(550.73)
<b>Total PEPSICO BEVERAGE SALES LLC</b>			<b>550.73</b>
PIONEER ATHLETICS	220387	STARLINE PAINT	379.90
<b>Total PIONEER ATHLETICS</b>			<b>379.90</b>
ROOT, JON	20241101		102.00
ROOT, JON	FB REF 10/23/24 LN	FB REF VS LN 10/23/24	102.00
ROOT, JON	V*FB REF 10/23/24 LN	FB REF VS LN 10/23/24	(102.00)
<b>Total ROOT, JON</b>			<b>102.00</b>
SAM'S CLUB/SYNCHRONY BANK	CONCESSIONS/OFFIC E/C	TONYA/SARAH/CARRIE SAMS CLUB BILL	1,559.37
<b>Total SAM'S CLUB/SYNCHRONY BANK</b>			<b>1,559.37</b>

Vendor Name	Invoice Number	Description	Amount
SPECIALTEE SCREEN PRINTING	QUIZ BOWL SHIRTS	QUIZ BOWL SHIRTS	308.00
Total SPECIALTEE SCREEN PRINTING			<hr/> 308.00
SPORTS GRAPHICS	44579	CRC BANNERS	650.00
Total SPORTS GRAPHICS			<hr/> 650.00
SULLIVAN, TIMOTHY	20241101		102.00
SULLIVAN, TIMOTHY	FB REF 10/23/24	FB REF VS LAWRENCE NELSON 10/23/24	102.00
SULLIVAN, TIMOTHY	V*FB REF 10/23/24	FB REF VS LAWRENCE NELSON 10/23/24	(102.00)
Total SULLIVAN, TIMOTHY			<hr/> 102.00
SWAN, JARED	FB REF 10/11/24	FB REF VS LAWRENCE NELSON 10/11/24	140.00
Total SWAN, JARED			<hr/> 140.00
U.S. BANK	BOOK KEEPER CC CARD	MISC ON BOOK KEEPER CREDIT CARD	2,327.33
U.S. BANK	BRE HELGOTH CC CARD	SENIOR & JUNIOR CLASS PARTY CITY	103.47
U.S. BANK	MICAH'S CARD	YEARBOOK/SOFTBALL	354.50
Total U.S. BANK			<hr/> 2,785.30
VALENTINOS PIZZA OF COLUMBUS	3167	VALENTINOS FOR CONCESSIONS FB VS LAW NEL	216.00
Total VALENTINOS PIZZA OF COLUMBUS			<hr/> 216.00
VALLEY VIEW COUNTRY CLUB	100	HPC ATHLETIC FUNDRAISER	2,160.00
Total VALLEY VIEW COUNTRY CLUB			<hr/> 2,160.00
White, Patrick	CLINICIAN HELP	CLINICIAN HELP FOR ONE ACT	100.00
Total White, Patrick			<hr/> 100.00
WHITLEY, JAMES	FB REF 10/11/24	FB REF VS LAWRENCE NELSON 10/11/24	140.00
Total WHITLEY, JAMES			<hr/> 140.00
Fund Number 05			<hr/> 40,375.99
Checking Account ID 05			<hr/> 40,375.99

1.4.3.2. Building Fund Account Statements

**Check Reconciliation Report - Summary**  
Building Fund

<u>Processing Month</u>	<u>Checking Account ID</u>	<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
10/2024	08	2,665,322.57	0.00	2,665,322.57	2,665,322.57	0.00
Total:		2,665,322.57	0.00	2,665,322.57	2,665,322.57	0.00

### 1.4.3.3. Depreciation Account Statements

**Check Reconciliation Report - Summary**  
Depreciation

<u>Processing Month</u>	<u>Checking Account ID</u>	<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
10/2024	02	464,910.41	0.00	464,910.41	464,910.41	0.00
Total:		464,910.41	0.00	464,910.41	464,910.41	0.00

1.4.3.4. General Fund Account Statements

Regular; Processing Month 10/2024; Accounts to Include Accounts with Activity; Fund Number 01, 02, 08, 56, 57, 58, 59

Fund: 01      General Fund						
<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	LOCAL DISTRICT TAXES	4,953,000.00	259,094.87	1,149,541.37	23.21	3,803,458.63
01 1115	CARLINE/AIRLINE TAXES	5,000.00	0.00	740.08	14.80	4,259.92
01 1120	Public Power District Sales Tax	11,000.00	0.00	0.00	0.00	11,000.00
01 1125	MOTOR VEHICLE TAXES	200,000.00	11,293.84	29,981.24	14.99	170,018.76
01 1510	INTEREST ON LOCAL REVENUE	28,000.00	5,501.97	10,348.98	36.96	17,651.02
01 1911	LOCAL LICENSE FEES	800.00	320.00	320.00	40.00	480.00
01 1925	CATEGORICAL GRANTS FROM CORPORATIONS & O	290.00	0.00	0.00	0.00	290.00
01 1990	OTHER LOCAL RECEIPTS	15,500.00	1,882.72	1,884.54	12.16	13,615.46
	Subtotal: LOCAL RECIEPTS	5,213,590.00	278,093.40	1,192,816.21	22.88	4,020,773.79
01 2110	COUNTY FINES & LICENSE FEE	15,000.00	1,242.36	2,197.26	14.65	12,802.74
	Subtotal: COUNTY AND ESU RECEIPTS	15,000.00	1,242.36	2,197.26	14.65	12,802.74
01 3110	STATE AID	343,742.00	33,882.00	72,683.00	21.14	271,059.00
01 3120	SPECIAL EDUCATION	150,000.00	0.00	0.00	0.00	150,000.00
01 3125	SPECIAL ED-TRANS	5,000.00	0.00	0.00	0.00	5,000.00
01 3130	HOMESTEAD EXEMPTION	0.00	0.00	0.36	0.00	(0.36)
01 3131	RELIEF TO PROPERTY TAXPAYE	310,000.00	0.00	0.00	0.00	310,000.00
01 3180	PRO-RATE MOTOR VEHICLE	9,000.00	1,302.27	1,302.27	14.47	7,697.73
01 3400	STATE APPORTIONMENT	35,000.00	0.00	0.00	0.00	35,000.00
01 3512	QUALITY ED GRANT	2,000.00	0.00	0.00	0.00	2,000.00
01 3535	HIGH ABILITY LEARNERS	2,500.00	0.00	0.00	0.00	2,500.00
	Subtotal: STATE RECEIPTS	857,242.00	35,184.27	73,985.63	8.63	783,256.37
01 4505	TITLE I	27,000.00	0.00	0.00	0.00	27,000.00
01 4516	IDEA PRESCHOOL(619) BASE ALLOCATION	0.00	0.00	2,081.00	0.00	(2,081.00)
01 4524	OTHER FEDERAL NON-CATEGORICAL REC	89,000.00	0.00	0.00	0.00	89,000.00
01 4708	MEDICAID IN PUBLIC SCHOOLS	4,400.00	0.00	807.86	18.36	3,592.14
01 4709	MEDICAID ADMIN ACTIVITIES	14,000.00	568.49	568.49	4.06	13,431.51
	Subtotal: FEDERAL RECEIPTS	134,400.00	568.49	3,457.35	2.57	130,942.65
01 5300	SALE OF PROPERTY	0.00	0.00	50.00	0.00	(50.00)
	Subtotal: NON-REVENUE RECEIPTS	0.00	0.00	50.00	0.00	(50.00)
01 6406	IDEA	0.00	0.00	0.00	0.00	0.00
	Subtotal: 6000	0.00	0.00	0.00	0.00	0.00
	Fund Total:	6,220,232.00	315,088.52	1,272,506.45	20.46	4,947,725.55

Regular; Processing Month 10/2024; Accounts to Include Accounts with  
Activity; Fund Number 01, 02, 08, 56, 57, 58, 59

**Fund: 02      Depreciation Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
02 1510	INTEREST ON INVESTMENTS	0.00	98.97	199.06	0.00	(199.06)
	Subtotal: LOCAL RECIEPTS	0.00	98.97	199.06	0.00	(199.06)
	Fund Total:	0.00	98.97	199.06	0.00	(199.06)

Regular; Processing Month 10/2024; Accounts to Include Accounts with  
 Activity; Fund Number 01, 02, 08, 56, 57, 58, 59

**Fund: 08 Building Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
08 1100	TAXES	0.00	61,744.01	273,969.57	0.00	(273,969.57)
08 1115	CARLINE TAXES	0.00	0.00	176.37	0.00	(176.37)
08 1510	INTEREST ON INVESTMENTS	0.00	560.67	1,101.61	0.00	(1,101.61)
08 1990	MISCELLANEOUS LOCAL REVENUE	0.00	0.00	(35.00)	0.00	35.00
Subtotal: LOCAL RECIEPTS		0.00	62,304.68	275,212.55	0.00	(275,212.55)
08 3130	HOMESTEAD EXEMPTION	0.00	0.00	0.09	0.00	(0.09)
08 3180	PRO-RATE MOTOR VEHICLE	0.00	310.34	310.34	0.00	(310.34)
Subtotal: STATE RECEIPTS		0.00	310.34	310.43	0.00	(310.43)
Fund Total:		0.00	62,615.02	275,522.98	0.00	(275,522.98)

Regular; Processing Month 10/2024; Accounts to Include Accounts with  
Activity; Fund Number 01, 02, 08, 56, 57, 58, 59

**Fund: 56      Petty Cash Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
56 1510	INTEREST ON INVESTMENTS	0.00	0.73	1.78	0.00	(1.78)
	Subtotal: LOCAL RECIEPTS	0.00	0.73	1.78	0.00	(1.78)
	Fund Total:	0.00	0.73	1.78	0.00	(1.78)

Regular; Processing Month 10/2024; Accounts to Include Accounts with  
Activity; Fund Number 01, 02, 08, 56, 57, 58, 59

**Fund: 57      125 Plan**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
57 9000	NON-PROGRAM RECEIPTS	0.00	1,515.81	3,031.62	0.00	(3,031.62)
	Subtotal: NON-PROGRAM RECEIPTS	0.00	1,515.81	3,031.62	0.00	(3,031.62)
	Fund Total:	0.00	1,515.81	3,031.62	0.00	(3,031.62)

Regular; Processing Month 10/2024; Accounts to Include Accounts with  
Activity; Fund Number 01, 02, 08, 56, 57, 58, 59

**Fund: 58 Employee Benefit Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
58 1510	INTEREST ON INVESTMENTS	0.00	6.63	13.04	0.00	(13.04)
	Subtotal: LOCAL RECIEPTS	0.00	6.63	13.04	0.00	(13.04)
	Fund Total:	0.00	6.63	13.04	0.00	(13.04)

Regular; Processing Month 10/2024; Accounts to Include Accounts with  
Activity; Fund Number 01, 02, 08, 56, 57, 58, 59

**Fund: 59      Payroll Account**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
59 9000	NON-PROGRAM RECEIPTS	0.00	185,313.12	393,232.91	0.00	(393,232.91)
	Subtotal: NON-PROGRAM RECEIPTS	0.00	185,313.12	393,232.91	0.00	(393,232.91)
	Fund Total:	0.00	185,313.12	393,232.91	0.00	(393,232.91)

**Revenue Summary Report**

Processing Month: 10/2024

Regular; Processing Month 10/2024; Accounts to Include Accounts with  
Activity; Fund Number 01, 02, 08, 56, 57, 58, 59

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	6,220,232.00	564,638.80	1,944,507.84	31.26	4,275,724.16

**Check Reconciliation Report - Summary**  
General Fund

<u>Processing Month</u>	<u>Checking Account ID</u>	<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
10/2024	01	442,485.20	(4,602.34)	437,882.86	437,882.86	0.00
10/2024	03	1,991,528.21	1.62	1,991,529.83	1,991,529.83	0.00
Total:		2,434,013.41	(4,600.72)	2,429,412.69	2,429,412.69	0.00

Novemer Board Meeting/October Receipts

Financial Statement	First State SN	First State MM	Cornerstone Pay	First State PC	Bank of Clarks CD
Bank Balance/September	\$438,904.74	\$2,154,095.51	\$15,348.35	\$1,799.99	<b>\$88,357.14</b>
Deposits for month	\$488,000.00	\$358,923.65	\$185,313.12	\$3,014.58	
Interest for month	\$178.18	\$5,323.79	\$0.00	\$0.73	
Total available	\$927,082.92	\$2,518,342.95	\$200,661.47	\$4,815.30	
Disbursements	\$484,597.72	\$526,814.74	\$185,313.12	\$1,634.21	
Bank Balance	\$442,485.20	\$1,991,528.21	\$15,348.35	\$3,181.09	
Outstanding Checks	\$8,689.83				
Bank Balance	<b>\$433,795.37</b>	<b>\$1,991,528.21</b>	<b>\$15,348.35</b>	<b>\$3,181.09</b>	
Certificates of Deposit		<b>85,469.43</b>			

Total Money available	<b>\$2,617,679.59</b>
November Disbursements	\$494,501.04

Receipts:	Budget	October	Last mo Y-T-D	Year to Date
1100 Taxes	\$4,953,000.00	\$259,094.87	\$890,446.50	\$1,149,541.37
1115 Carline tax	\$5,000.00	\$0.00	\$740.08	\$740.08
1120 Public Power District Sales	\$11,000.00	\$0.00	\$0.00	\$0.00
1125 Motor Vehicle Taxes	\$200,000.00	\$11,293.84	\$18,687.40	\$29,981.24
1510 Interest	\$28,000.00	\$6,168.97	\$5,495.50	\$11,664.47
1911 Local License Fees	\$800.00	\$320.00	\$0.00	\$320.00
1925 Categorical Grants	\$290.00	\$0.00	\$0.00	\$0.00
1990 Other Local Receipts	\$15,500.00	\$1,882.72	\$1.82	\$1,884.54
2110 County Fines	\$15,000.00	\$1,242.36	\$954.90	\$2,197.26
3110 State Aid	\$343,742.00	\$33,882.00	\$38,801.00	\$72,683.00
3120 Sp. Ed. Program	\$150,000.00	\$0.00	\$0.00	\$0.00
3125 Sp. Ed. Transportation	\$5,000.00	\$0.00	\$0.00	\$0.00
3130 Homestead Exemption	\$0.00	\$0.00	\$0.36	\$0.36
3131 Property Tax Credit	\$310,000.00	\$0.00	\$0.00	\$0.00
3180 Pro-Rata Vehicle	\$9,000.00	\$1,302.27	\$0.00	\$1,302.27
3400 State Apportionment	\$35,000.00	\$0.00	\$0.00	\$0.00
3512 Dist Ed Incentive	\$2,000.00	\$0.00	\$0.00	\$0.00
3535 High Ability Learners	\$2,500.00	\$0.00	\$0.00	\$0.00
3551 CTE Grant	\$0.00	\$0.00	\$0.00	\$0.00
4212 Title II	\$0.00	\$0.00	\$0.00	\$0.00
4310 REAP	\$0.00	\$0.00	\$0.00	\$0.00
4421 IDEA	\$0.00	\$0.00	\$0.00	\$0.00
4505 Title	\$27,000.00	\$0.00	\$0.00	\$0.00
4516 IDEA Preschool Enrollment Pov	\$0.00	\$0.00	\$2,081.00	\$2,081.00
4518 IDEA	\$0.00	\$0.00	\$0.00	\$0.00
4524 Federal Non-categorical receipts	\$89,000.00	\$0.00	\$0.00	\$0.00
4530 Grants	\$0.00	\$0.00	\$0.00	\$0.00
4708 Medicaid	\$4,400.00	\$0.00	\$807.86	\$807.86
4709 Medicaid Admin Activities	\$14,000.00	\$568.49	\$0.00	\$568.49
4998 ESSRS III	\$0.00	\$0.00	\$0.00	\$0.00
5300 Sale of Property	\$0.00	\$0.00	\$50.00	\$50.00
<b>TOTAL</b>	<b>\$6,220,232.00</b>	<b>\$315,755.52</b>	<b>\$958,066.42</b>	<b>\$1,273,821.94</b>
3100 Hot Lunch/Non Program			\$9,408.97	\$9,408.97
				\$1,283,230.91

<b>2024-2025</b>		<b>General Fund Expenditures:</b>					
<u>Month</u>	<u>Bills/Expenses</u>	<u>Payroll</u>	<u>Monthly Total</u>	<u>YTD Expend.</u>	<u>% Spent</u>		
Sept.	\$75,537.53	\$395,752.30	\$471,289.83	\$471,289.83	6.90%		
Oct.	\$121,349.95	\$355,845.56	\$483,098.20	\$954,388.03	13.44%		
Nov.	\$126,110.10	\$362,570.85	\$494,501.04	\$1,448,889.07	21.21%		
Dec.					0.00%		
Jan.					0.00%		
Feb.					0.00%		
March					0.00%		
April					0.00%		
May					0.00%		
June					0.00%		
July					0.00%		
Aug					0.00%		
Avg/EOY					0.00%		
		<u>YTD Expend</u>	<u>YTD Revenue</u>	<u>Cash Balance</u>			
Activities							
Elem Act							
Empl Ben							
Depreciation							
Building							
Nutrition							
	General Fund Budget	\$6,830,500.00	2024-25 Operating Budget				
		\$7,102,164.00	2023-24 Operating Budget	(with grants)			
			Average Monthly Bills =		\$482,963.02		

Month	General Fund Historical Data:				General Fund Revenue:				YTD Revenue
	23-24	22-23 Year	21-22 Year	20-21 Year	Levy	Non-levy	Total		
Sept.	\$414,432.34/6.07%	\$441,867.41/6.56%	\$463,029.89/7.61%	\$471,016.73/8.42%					
Oct.	\$508,037.98/12.99%	\$438,434.02/13.06%	\$422,955.85/14.56%	\$453,681.99/16.45%	\$891,028.64	\$102,471.94	\$993,500.58	\$993,500.58	
Nov.	\$517,627.51/21.08%	\$490,025.44/20.33%	\$403,089.56/21.18%	\$1,358,632.27/24.04%	\$226,470.63	\$69,773.26	\$296,243.89	\$1,289,744.47	
Dec.	\$442,216.57/27.56%	\$468,988.49/27.29%	\$468,150.60/28.88%	\$429,597.44/31.64%	\$52,391.45	\$73,446.11	\$125,837.56	\$1,415,582.03	
Jan.	\$445,603.40/34.08%	\$491,946.58/34.59%	\$433,141.60/35.99%	\$408,741.23/38.88%	\$3,352.07	\$125,442.37	\$128,794.44	\$1,544,376.47	
Feb.	\$482,087.06/41.14%	\$487,239.30/41.82%	\$402,010.59/42.60%	\$412,060.90/46.17%	\$755,058.20	\$236,574.59	\$991,632.79	\$2,536,009.26	
March	\$478,433.84/48.14%	\$437,740.48/48.31%	\$432,103.96/49.70%	\$412,633.62/53.47%	\$312,035.10	\$367,190.80	\$679,225.90	\$3,215,235.16	
April	\$423,006.30/54.34%	\$441,485.17/54.86%	\$427,862.67/56.73%	\$436,677.99/61.20%	\$77,290.73	\$243,139.53	\$320,430.26	\$3,535,665.42	
May	\$511,223.58/61.82%	\$525,106.08/62.65%	\$408,161.54/63.44%	\$435,547.14/68.90%	\$138,883.90	\$169,176.83	\$308,060.73	\$3,843,726.15	
June	\$425,260.94/68.05%	\$451,933.36/69.36%	\$457,619.26/70.96%	\$512,521.56/77.97%	\$1,119,561.61	\$405,704.92	\$1,525,266.53	\$5,368,992.68	
July	\$599,231.31/76.82%	\$511,075.20/76.94%	\$387,639.35/77.33%	\$528,316.64/87.32%	\$311,043.41	\$173,402.46	\$484,445.88	\$5,877,230.26	
Aug	\$431,266.69/83.13%	\$383,924.16/82.65%	\$497,491.53/85.50%	\$397,554.24/94.36%	\$12,392.33	\$33,108.20	\$45,500.53	\$5,922,730.79	
Aug/EOY	\$298,503.85/87.50%	\$453,148.28/89.36%	\$289,771.10/90.27%	\$216,687.81/98%					



<b>Prior Years:</b>	<b>Balances:</b>	<b>Balances:</b>	<b>Balances:</b>
<b>Fund Name:</b>	<b>23-24 Year</b>	<b>22-23 Year</b>	<b>21-22 Year</b>
Building	\$2,126,001.00	\$1,696,574.93	---
Depreciation	\$473,167.00	\$274,343.87	---
Building	\$2,342,301.09	\$1,750,560.81	\$2,102,833.32
Depreciation	\$425,614.02	\$274,399.11	\$221,610.68
Building	\$2,140,472.34	\$1,745,100.83	\$1,453,177.72
Depreciation	\$425,707.31	\$274,455.49	\$218,005.35
Building	\$2,154,600.52	\$1,738,498.33	\$1,453,549.17
Depreciation	\$425,794.78	\$274,511.88	\$159,464.61
Building	\$2,155,772.64	<b>\$1,925,013.78</b>	<b>\$1,619,320.31</b>
Depreciation	\$426,029.38	<b>\$240,574.95</b>	<b>\$159,457.75</b>
Building	\$2,337,122.10	\$2,064,614.20	\$1,717,830.55
Depreciation	\$384,713.64	\$240,621.09	\$159,463.87
Building	\$2,451,242.21	\$1,665,574.86	\$1,054,945.50
Depreciation	\$384,793.51	\$222,821.09	\$159,470.64
Building	\$2,061,028.82	\$1,769,350.83	\$1,117,723.79
Depreciation	\$384,869.94	\$222,914.43	\$159,476.98
Building	\$2,097,984.45	\$2,003,585.24	\$1,420,348.51
Depreciation	\$384,954.30	\$203,175.47	\$159,483.97
Building	\$2,403,650.81	\$2,126,191.80	\$1,499,135.38
Depreciation	\$385,036.04	\$193,152.25	\$99,655.93
Building	\$2,480,675.93	\$2,133,518.31	\$1,498,492.89
Depreciation	\$377,532.93	\$182,948.53	\$99,667.12
Building	\$2,449,366.28	\$2,128,411.06	\$1,481,919.19
Depreciation	\$373,854.28	\$182,948.53	\$274,295.12

#### 1.4.3.5. Nutrition Account Statements

11/06/2024 01:54 PM

User ID: SE

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 06	Fund Number 06	Lunch Fund	
ACTIVITY FUND	20241010	kitchen food from Sam's club	36.90
Total ACTIVITY FUND			<u>36.90</u>
BENGTSON, PENNY	20241010	Reimb. from Sam's club trip/kitchen	25.05
Total BENGTSON, PENNY			<u>25.05</u>
CASH-WA DISTRIBUTING	14346280	Polk Food	886.18
CASH-WA DISTRIBUTING	14354851	Polk Food	545.62
CASH-WA DISTRIBUTING	14362939	Polk Food	383.96
Total CASH-WA DISTRIBUTING			<u>1,815.76</u>
CASH-WA DISTRIBUTING	14354852	Non Food Polk	34.50
CASH-WA DISTRIBUTING	14362940	Non Food Polk	31.35
CASH-WA DISTRIBUTING	S14357867	Non Food Polk	192.00
Total CASH-WA DISTRIBUTING			<u>257.85</u>
CASH-WA DISTRIBUTING	14340591	Clark Non Food	44.25
CASH-WA DISTRIBUTING	14349598-1	Clark Non Food	24.94
CASH-WA DISTRIBUTING	14366930	Clark Non Food	93.60
Total CASH-WA DISTRIBUTING			<u>162.79</u>
CASH-WA DISTRUBUTING	14341829	Clarks Food	704.65
CASH-WA DISTRUBUTING	14349601	Clarks Food	419.10
CASH-WA DISTRUBUTING	14358007	Clarks Food	497.12
CASH-WA DISTRUBUTING	14366931	Clarks Food	644.43
CASH-WA DISTRUBUTING	CM3701926	Clarks Food	(7.05)
Total CASH-WA DISTRUBUTING			<u>2,258.25</u>
HILAND DAIRY FOODS	20241004	Milk Both sites	1,576.12
Total HILAND DAIRY FOODS			<u>1,576.12</u>
HPC GENERAL FUND	20241004	August Kitchen Wages	9,408.97
Total HPC GENERAL FUND			<u>9,408.97</u>
MCLEAN BEEF	15026	Beef for LSF	1,089.50
Total MCLEAN BEEF			<u>1,089.50</u>
OSANTOWSKI, SHELBY	20241004	Local Eggs	63.00
Total OSANTOWSKI, SHELBY			<u>63.00</u>
US FOODS-GRAND ISLAND	4979790	Both sites food	67.82
US FOODS-GRAND ISLAND	5356122	Clarks Food	1,072.87
US FOODS-GRAND ISLAND	5456909	Polk Food	816.55
Total US FOODS-GRAND ISLAND			<u>1,957.24</u>
Fund Number 06			<u>18,651.43</u>
Checking Account ID 06			<u>18,651.43</u>

Fund: 06

Lunch Fund

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
06 1611	DAILY SALES-SCHOOL LUNCH PROGRAM	0.00	11,016.43	18,713.70	0.00	(18,713.70)
06 1630	Revenue Special Functions	0.00	189.91	189.91	0.00	(189.91)
06 1920	CONTRIBUTIONS & DONATIONS	0.00	400.00	600.00	0.00	(600.00)
	Subtotal: LOCAL RECIEPTS	0.00	11,606.34	19,503.61	0.00	(19,503.61)
06 3150	STATE REIMBURSEMENT(OF NUTRITION PROG)	0.00	0.00	4,464.56	0.00	(4,464.56)
	Subtotal: STATE RECEIPTS	0.00	0.00	4,464.56	0.00	(4,464.56)
	Fund Total:	0.00	11,606.34	23,968.17	0.00	(23,968.17)

Revenue Summary Report  
Processing Month: 10/2024

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	0.00	11,606.34	23,968.17	0.00	(23,968.17)

Hot Lunch Bank Balance

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\$ 31,624.36

1.5. Student Council Presentation

1.6. Community Input

2. Discussion/Action Items

2.1. Administrator Reports

2.2. Elementary Principal Report

**High Plains Community Board of Education Meeting**  
**Mrs. Helgoth's Elementary Report**

**Date: 11/11/24**

*The mission of the High Plains Community Schools is to provide an educational environment which develops citizens who are lifelong learners and can contribute to a global society.  
Every Student! Every Day! Every Way!*

**1. Student Performances & Community Connections**

- a. HPC Preschool hosted Grandparents Day for both the AM and PM class sessions. Grandparents enjoyed a juice and cookie snack with their grandchild and hearing all about what students are learning in preschool. We appreciated the tremendous turnout of grandparents for this special day!
- b. Students performed at the Veterans Program in Polk. We appreciate the opportunity to have our K-12 students together to honor Veterans.
- c. We will soon be hosting the winter concert at the elementary and the students are working hard on their musical performances. Their performance is December 13th.

**2. Professional Development**

- a. We are working with our ESU 7 math contact to plan for aligning math standards at the elementary level and update our student report cards.
- b. During the October 21st professional development day, elementary teachers worked with Doug Rigby, a Marzano lead, to develop proficiency scales for priority standards. These scales help improve communication about proficiency expectations for students, parents, and staff. Proficiency scales are an important part of our Standards Based Grading at the elementary and this day greatly supported the process of creating these key pieces for communication.

**3. Student Safety**

- a. PK-6th grade students participated in Red Ribbon Week in a stand against drug use. Mrs. Bruce invited in the Polk County Sheriff's office on October 31st to speak to the elementary students about the importance of staying drug free and also about staying safe when they participate in trick-or-treating.

#### **4. School Culture and Events**

- a. PK- 6th grade students participated in the high school football team state playoff “welcome in” for our home playoff game on October 24th. They made signs supporting the team to decorate the hallway area by the locker room and also the lunchroom where the team prepares for the game. We also met the team out front and cheered on the parade of players as they arrived at the school. A big thanks to the Clarks Fire and Rescue for leading the team into town as well and adding to the excitement.
- b. We appreciate all the work that our team did to prepare for the home playoff game and one more thankful shout out to Rosie and Donna for keeping our facilities in such great condition and preparing for our events.
- c. We have planned for Senior Seminar students to join our K-3 students for lunch, recess, and classroom time and we are hoping to add some holiday activities.
- d. K-6th grade students will also be attending the school performance of our high school One Act team at the high school on November 26th.

### 2.3. Junior High & High School Principal Report

- Threat Assessment Training - Mrs. Grigsby and I attended professional development through ESU. We attended both the Basic Threat (Level 1) and Communication (Level 2). The PD provided content on identifying potential dangerous situations and how to respond. It was a great opportunity for us to collaborate on how we would address items that may potentially arise in a school district. We are committed to ensuring that all individuals have a safe, positive environment. This also allows us to be in compliance with our school board policy (#3039).
- Red Ribbon Week - StuCO did a great job putting together and organizing the event. From October 28th through 31st, HPC supported and promoted a drug-free environment.
- Nebraska Athletics Pep Rally - Nebraska Women's basketball, Nebraska Athletics, and the Nebraska High School Sports Hall of Fame put together an event for students. The purpose was to promote the importance of education, sportsmanship, character development, teamwork, and responsible-decision making. Our JH kids had the opportunity to attend the UNL Girls Basketball game on November 4th.
- Proficiency Scales - I want to thank the school board for allowing our district to have Doug Rigby for our Professional Development. I can tell you that our staff got a lot of great information that they can incorporate into the classroom. Staff can use that PD to establish essential content within our curriculum, determine what they should know, and how we can assess students. It provided a new way to enhance education for each individual.
- MTSS/CIP Process - The secondary staff conducted a self-assessment on our current state. This is a comprehensive perceptual data point that we can use from our staff to incorporate data that can be utilized within the Continuous Improvement goal and action plan.
- CCC Spring 2025 - It's already that time of year for our dual credit enrollment with Central Community College. On Wednesday, November 13th, our juniors and seniors will meet with a representative to enroll them into new classes for the spring semester. I protect that we will have the same amount of students and classes enrolled.

## 2.4. AD Report

ACTIVITIES DIRECTOR'S REPORT  
Nov, 2024

- This year we had three outstanding students (Allie Howell, Courtney Carlstrom and Gage Friesen) fill out an application in hopes of being a state NSAA Believers & Achievers Award winner. On this application they had to list the following:
  - GPA, it had to be 3.5 or higher
  - List Academic Honors and Awards they have achieved
  - List Activities sanctioned by the NSAA that they participated in
  - List Awards from NSAA activities that they earned
  - List Involvement in school clubs, organizations and volunteerism with in the school
  - List Involvement in volunteerism in the community, organizations, youth groups and programs
  - The last thing they had to write a 250-to-300-word essay answering the following question: What person, living or deceased, has had the greatest impact on your life and why?

Even though they weren't selected for the state award they are recognized by the NSAA as a local school winner. Very proud of them for the time and effort that they put in.

- Fall season unfortunately has come to an end. Volleyball, Softball and Football (JH/HS) all had great seasons. I hated to see it come to an end, but excited for the winter actives to get going.
- JH Quiz bowl took two teams to Osceola, October 18<sup>th</sup> to compete.
- FFA Land Judging – Oct 2<sup>nd</sup> results Gage Friesen 2<sup>nd</sup>, Chase Owens 3<sup>rd</sup>, Rylee Hofmann 10<sup>th</sup> and Allie Howell 16<sup>th</sup>. All four qualified and competed at state on Oct 16<sup>th</sup>.
- FFA had ten students attend National FFA Conference in Indianapolis, Indiana October 22– 26.
- FFA Livestock Judging – 4 HS students (Allie Howell, Courtney Carlstrom, Peyton Hofmann and Rylee Hofmann) qualified for State. In the Jr Division, Caleb Dubas placed 1<sup>st</sup>, Makayo Confer placed 3<sup>rd</sup>, Angie Ayala-Hernandez placed 4<sup>th</sup>, Izzy Helgoth 6<sup>th</sup> and Taya Hans 10<sup>th</sup>. Overall, as a team the JH placed 1<sup>st</sup>.
- Band/Music Veterans Day program and parade is Monday, November 11<sup>th</sup>. The program will start at 10:00 am at the high school. Afterwards they will march in Central City's parade starting around 2:00 pm.
- FFA will have their fall banquet on Tuesday, November 12<sup>th</sup>. It will be in the Activities Entrance.
- Wednesday, November 13<sup>th</sup> I will be attending District 2 AD meeting and voting on 18 different proposals. If passed then it will be voted on by all Districts across the state in January. One of the proposals that seems to be gaining momentum is raising the 8-man fb classification number to 55 from 47 and creating a third division. The top 32 teams would be in D1 and the remaining would be split between D2 and D3. Some other items on the agenda: basketball contest limitations, use of student managers at wrestling practice, and golf cart availability for coaches at district and state contest. Then there is this one: **Open Gym/School Facilities Skill Development During the School Year, Out of Season Period.**
- FFA Red Cross Blood Drive will be Tuesday, November 19<sup>th</sup> in the Activities Entrance. It will go from 9:00 am to 2:45 pm.
- We will be hosting CRC One-Act at the high school Wednesday November 20<sup>th</sup>. HPC will perform first starting at 8:00 am.
- Enrollment Numbers and Participation Numbers (**Handout for each board member**)
- On Time Sports Calendars - I apologize but I thought our contract ended with them at the end of this school year, but it actually goes through winter sports next year. I tried to get out of it, but no luck.

Greg Wood  
High Plains Community  
Activities Director

## 2.5. Superintendent Report

# High Plains Community School Superintendent Board of Education Report

November 11th Superintendent Report

HPC Schools-Mr. Brown

*The mission of the High Plains Community Schools is to provide an educational environment which develops citizens who are lifelong learners and can contribute to a global society.  
Every Student! Every Day! Every Way!*

1. ESU 7 has hired a grant writer. It will cost \$5,000.00 for districts this year to use their services. We are going to try it this year.
2. UNL Life Skills Pep Rally on November 4th. HPC took all 7th and 8th-grade students. It was a great experience for all the kids. UNL student-athletes from the track, baseball, volleyball, women's basketball, cheer & dance teams all talked about life skills. Topics included, perseverance, leadership, communication, hard work, determination, and many other ideas for younger students. There were 70 schools in attendance. All schools were able to stay and watch UNL vs UNO in women's basketball after the pep rally. It was a great day for our students.
3. ESU 7 is hosting a professional development day for all ESU 7 schools on January 3rd. It will be a valuable learning experience for the schools and staff. Over 1,000 teachers are signed up. We have not made it available to our staff as of yet due to the flex day built into the calendar.
4. Next month is the last board meeting for Erin Meyer, Kraig Urkoski, and Terry Carlstrom. If you can let me know your years of service to the board of HPC.
5. The NASB conference is coming up quick. The dates are November 20-22nd in Omaha at CHI. You all should have received two emails from me for the conference registration and the room confirmation. Please let me know if you have any questions or have not gotten that.
6. I will give you the superintendent evaluation to do over the next month to fill out and give to Shane.
7. Need to schedule a staff and board Christmas party. I need ideas or input from the board.
8. Negotiations met on October 24th before the playoff football game in Clarks. Thanks for Mr. Fisher for handling the meeting. I was busy with the audit. We need to schedule our next meeting with the teachers association. Insurance rates have been released and have been increased 5.49%.
9. I emailed you all the audit from 2023-24 fiscal year and the audit letters from Abby Janzig. I will discuss any of the findings with you at this time. I will also discuss recommendations on how to move forward with our internal controls for financial reporting and procedures.

Board Meeting Guidance on the Agenda for November 11th, 2024

1.0 Open the meeting

1.1 Public Meeting Announcement

1.3 Open Meetings Act Recognition-Posted on the wall

1.4 Consent Agenda-Take action on the following

Appendix A-Previous Minutes, October 14th

Appendix B- October Bills

Appendix C-Financial statements for the General Fund, Nutrition Fund, Activity Fund, Depreciation Fund, and Special Building Fund Accounts.

1.5 Student Council Presentation

1.6 Community Input

II. Discussion Items

2.0 Board Reports

2.1 Admin. Reports

2.2 Mrs. Helgoth-Elementary

2.3 Mr. Fisher-JH/HS

2.4 Mr. Wood-AD Report

2.5 Mr. Brown-Supt. Report

2.6 Computer Science Report

2.7 School Board - HS Graduation Report

2.8 Americanism Review (Elementary & Secondary Reports)

\*\*Public comment must be taken on Americanism only, once a year\*\*\*\* (We will do it here.)

III. Discussion/Action Items

2.9 Please approve the review of 1000s section of HPC board policies. (The policy committee met before the meeting to review).

2.10 Please approve the adoption of the following seven policies (3026, 3034, 3038, 3042, 3043, 3051, 3054).

2.11 Please approve the review of the 3000s section of the HPC board policies.

2.12 Please approve the design-build resolution for the HPC track slab practice area. We need to do this to move forward with the project.

3.0 Ex. Session (If needed, my philosophy is to try and avoid Ex. Session if possible).

4.0 Adjourn the meeting and set the next regular meeting for December 9th at 6:30 in Clarks. (We do have JH Wr in Central City @ 5:00, JH GBB @ 4:00 in Brainard).

## 2.6. Computer Science & Technology Act

Nebraska Revised Statute 79-3301 to 79-3305, known and cited as the Computer Science and Technology Education Act, outlines the requirements for instruction in Computer Science and Technology. Additionally, 79-729 specifies the Computer Science and Technology requirement for high school graduation.

The requirements:

- The graduation requirement for the Computer Science and Technology Act is required for all public schools.
- Beginning with the school year 2025-2026, each public school district shall include computer science and technology education in the instructional programs of its elementary, middle, and high schools, as appropriate.
- Students in the graduating class of 2028 (current 9th graders in 2024-2025) in public schools must complete at least one course in computer science and technology (as defined by Nebraska State Statute 79-3303) as a graduation requirement.
- Before December 1, 2026, Each school district shall provide an annual computer science and technology education status report to its local board of education and the State Department of Education. This report shall be presented each year after that before December 1st.

HPC is currently meeting the needs of this statute as all freshmen take a semester course called “Foundations of Computing”, which is one of the 3 courses that NDE states must be a HS graduation requirement. Typically, these individuals take it during the fall semester within the school schedule. Mrs. Hatfield utilizes the NDE CTE standards for this course (Foundations of Computing - 270704) and implements “code” as her primary resource for the course. We are currently examining other possible resources to further impact our students. Information for the course include web development, designs and applications, interactive programming, and gathering data.

In the Spring of 2023, the BOE approved for Computer Science to be required for all students in order to receive their HS diploma. This will be in compliance with Policy # 6005 - HS graduation requirements. Mrs. Grigsby and I will be tracking and monitoring progress to ensure that all students, including the Class of 2025, have passed Foundations of Computing.

More information from NDE regarding Computer Science & Technology Act can be found out = <https://www.education.ne.gov/nce/cis/computer-science-technology-act-guidance/#1666905466219-66068ed6-3dd0>

## 2.7. School Board - HS Graduation Report

# HPC GRADUATION REQUIREMENTS

<b>English (40 Credits Req.)</b>	
English I	10 CR
English II	10 CR
English III	10 CR
English IV	10 CR
English Composition I (CCC)	10 CR
English Fundamentals	10 CR

<b>Math (30 Credits Req.*) (9-12)</b>	
Algebra I*	10 CR
Geometry	10 CR
Algebra II	10 CR
Tech Math	10 CR
Trigonometry	5 CR
Pre-Calculus	5 CR
College Algebra	10 CR

<b>Science (30 Credits Req.)</b>	
Physical Science	10 CR
Biology	10 CR
Chemistry	10 CR
Advanced Biology	10 CR
Anatomy and Physiology	10 CR
Physics	10 CR
General Science	10 CR

<b>Social Studies (30 Credits Req.)</b>	
American History	10 CR
World Studies	10 CR
American Government	10 CR

<b>Computer Science (5 Credits Req.)</b>	
Computer Science	5 CR

<b>Finance (5 Credits Req.)</b>	
Personal Finance	5 CR

<b>Physical Ed. (20 Credits Req.)</b>	
Weights	10 CR
P.E.	10 CR
Health	5 CR

<b>Sr. Seminar (10 Credits Req.)</b>	
Senior Seminar	10 CR

<b>Speech (5 Credits Req.)</b>	
Speech	5 CR
Advanced Speech	5 CR
Public Speaking (CCC)	10 CR

<b>Electives (60 Credits Req.)</b>	
Art	10 CR
Band	10 CR
Chorus	10 CR
Digital media (HPC-TV)	10 CR
Ag I	10 CR
Ag II	10 CR
Ag III	10 CR
Ag IV	10 CR
Woodworking	5 CR
Advanced Woodworking	5 CR
Welding	5 CR
Advanced Welding	5 CR
Intro to FCS	10 CR
Food & Nutrition	10 CR
Yearbook	10 CR
Intro to Business	5 CR
Careers Education	5 CR

<b>Foreign Language</b>	
Students who are unable to take 2 years of foreign language in high school may still qualify for admission. Such students will be required to take 2 semesters of foreign language in the University of Nebraska system.	
Spanish I	10 CR
Spanish II	10 CR

<b>MUST SUBJECT INCLUDE</b>	
English 40 CR Req.	English I
	English II
	English III
	English IV OR
	Eng Comp (CCC)
Math 30 CR Req.	Algebra I*
	Geometry
	Algebra II
Science 30 CR Req.	Physical Science
	Biology
Social Studies 30 CR Req.	American History
	World Studies
	American Govt
Physical Ed. 20 CR Req.	Health (at least 5 Cr)
	Finance 5 CR Req.
Comp Science 5 CR Req.	CS Discoveries
Sr. Seminar 10 CR Req.	Senior Seminar
Speech 5 CR Req.	Speech OR
	Advanced Speech OR
	Public Speaking (CCC)

**240**  
**TOTAL CREDIT HOURS NEEDED TO GRADUATE**

*\*Please not that all 30-credits of math must be earned in 9th - 12th grade. Students that take algebra I as a 8th grader may still receive credit, but must take an additional 30-credits as high school students.*

This the new graduation requirements that was approved March 2023. The information has been presented to students, staff, and community. I wanted to take the time to review the changes and why we got to this point.

1. All school districts are required by the NDE to meet specific instructional requirements within core content areas, as well as Rule 10 that establishes HPC as an accredited school.
2. Legislation mandates that incorporated Financial Literacy (LB452) and Computer Science & Technology Act (LB1112). Our school district was already requiring students to fulfill these obligations within their schedule, but we needed to implement it within our school board policy - HS graduation requirements. Our Freshmen take Financial Literacy and our sophomores take Computer Science in their schedule.
3. We reduced the number of credits towards Math to 30. All credits must be earned in 9th through 12th grade. Students that take Algebra 1 as an 8th grader may still receive credit, but must take an additional 30-credits as high school students. This is to address our college and/or career pathways, yet also ensuring that we meet instructional units through NDE and provide enough content to be successful on the ACT.
4. We made Health a requirement as a course that all HPC students should take. Students need to receive the most accurate information to ensure that they are physically, mentally, emotionally, and socially prepared to make those decisions.
5. We also put fine arts, practical arts, and electives into one category. This allows students to focus on their specific career pathway, yet also providing avenues for other career clusters as well.

NDE Rule 10 - School Accreditation

<p><b>003.05 Graduation Requirements</b></p>	<p>Each high school shall require from grades nine through twelve at least 200 credit hours for graduation, for which at least 80 percent shall be from the core curriculum. The number of credit hours given for a course may be less than the number of instructional units and may be increased up to 25 percent above the number of instructional units.</p> <p><b>003.05A</b> By the 2014-15 school year, school districts shall adopt and implement graduation requirements that meet the highest level of rigor of the standards as specified in the state standards set forth in the appendices of this Chapter, including, but not limited to the following:</p> <p><b>003.05A1 Language Arts.</b> Forty (40) credit hours of Language Arts with course content that includes composition, verbal communication, literature, research skills, and technical reading and writing.</p> <p><b>003.05A2 Mathematics.</b> Thirty (30) credit hours of mathematics with course content that includes algebraic, geometric, data analysis, and probability concepts.</p> <p><b>003.05A3 Science.</b> Thirty (30) credit hours of science with course content that includes biological, earth/space, and physical science concepts with corresponding science inquiry skills and laboratory experience.</p> <p><b>003.05A4 Social Studies/History.</b> Thirty (30) credit hours of social studies/history with course content that includes civics/government, geography, United States and world history, and economic concepts.</p> <p><b>003.05B</b> School systems may adopt a policy allowing high school credit to be awarded to students enrolled in a middle grades course if the course content and requirements are equivalent to a course offered in the high school.</p>
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## 2.8. Americanism Review (Elementary & Secondary)

1. All curriculum for grades 7-12 is up to date with the current state Nebraska Standards: The curriculum draws upon disciplines such as anthropology, archaeology, economics, geography, history, law, philosophy, political science, psychology, and sociology, as well as appropriate content from the humanities, mathematics, and natural sciences. The primary purpose of social studies is to help young people develop the ability to make informed and reasoned decisions for the public good as citizens of a culturally diverse, democratic society in an interdependent world. Junior high and middle school grades have adopted the TCI curriculum that is accessible to students online until our hard copy materials arrive.
2. At the end of the year, juniors and 8th grade students will be taking a citizenship test. The test is 100 questions and is a replica of a past government issued test.
3. Juniors at HPC continue to attend county government day. The purpose of The American Legion County Government Day is to provide high school students with the opportunity to learn about how their local government works. Each year in Nebraska, over 5,000 students in more than 60 counties spend County Government Day visiting their local courthouse and learning more about the duties and responsibilities of various county officials. Students also participate in a mock trial. This program enjoys cooperation from school and county officials as well as the U.S. Army National Guard in Nebraska. County government day is scheduled for November 13th.
4. Also in accordance with Legislative Bill 399, every social science class taught at the high school level (American, Government, and World) lessons cover federal holidays/national holidays including: George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day, Flag Day, Memorial Day, and Veterans Day
5. Senior Seminar students each year register to vote if eligible, learn about age of majority, and rights as legal adults within the county, state, and nation.
6. Teachers and Administration meet with Mark Brady from ESU 7 multiple times each year to ensure our curriculum is compliant with the Americanism requirements.

## **Americanism at High Plains Community Elementary Fall 2024 Report:**

Kindergarten through 6th grades at High Plains Community Schools utilize up-to-date resources, TCI and Nebraska Adventures, to meet the current Nebraska State Social Studies Standards in the domains of Civics, Economics, Geography, and History.

All elementary grades have instructional time devoted to teaching noteworthy events and people in American history along with the opportunity to develop as responsible, respectful citizens who can contribute to our communities and democracy.

Respect for the flag is developed through specific instruction and practice each morning in routines for the daily Pledge of Allegiance. Students in grades 4-6th learn the Star-Spangled Banner and are asked to participate in singing the anthem each week and at athletic events. Students learn other patriotic songs as well in preparation for honoring our veterans at our district Veteran's Day program.

Fourth grade students at HPC utilize curriculum devoted to Nebraska studies including historical events, exceptional participants in Nebraska history, economic development and geographical features of Nebraska, as well as the Constitution of Nebraska. This curriculum has been updated recently.

All elementary students learn about and participate in grade appropriate activities for the following patriotic occasions: George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day.

[HPC SS Document](#)

[SS Document](#)

2.8.1. Public Comment on Americanism

2.9. Financial Literacy Act

On August 28, 2021, the Financial Literacy Act was signed as a Nebraska Revised Statute (79-3001 to 79-3004). The requirements for school districts were enforced at the beginning of the 2023-24 school year.

The requirements:

- Graduation requirement for the Financial Literacy Act is required for all public and non-public schools
- Last year's class of 2024 was the first group that must complete a course in personal finance or financial literacy (as defined by Nebraska State Statute 79-3002) as a graduation requirement.
- Financial literacy instruction in grades K-8 applies only to public schools and must be included in the instructional programs of elementary and middle schools as appropriate.
- Each school district shall provide a financial literacy status report annually to its local board of education.
- The board shall also adopt measurable academic content standards for financial literacy as part of the social studies standards.

HPC is currently meeting the needs of this statute as all sophomores take a semester course called "Personal Finance". Typically, these individuals take it the fall semester of their sophomore year. Mrs. Hatfield utilizes the NDE standards for personal finance (Personal Finance 033000) and implements "Next Gen Personal Finance" as her main resource for the course. This was what is recommended as a resource from NDE. Information includes stock marketing, taxes, budgeting, banking, etc. Our K-12 social studies departments implement standards that tie directly to economics and personal finance. This can be anything from the overall status of a business, supply and demand, economic needs, and handling of money.

In the Spring of 2023, the BOE approved for Personal Finance to be required as a graduation requirement for all students in order to receive their HS diploma. This will be in compliance with Policy # 6005 - HS graduation requirements. Mr. Grigsby and I will be tracking and monitoring progress to ensure that all students have passed Personal Finance.

Future information from the NDE regarding financial literacy can be found out = <https://www.education.ne.gov/socialstudies/financial-literacy-act-guidance/#:~:text=The%20graduation%20requirement%20for%20the,finance%20as%20a%20graduation%20requirement.>

2.10. Review, discuss, and take all necessary action in completing the review of all the 1000s section of the HPC board policies.

A motion to approve the review of the 1000 series of the HPC board policies (those policies include #1001, #1002, #1003) Passed with a motion by Nathan Spurling and a second by Megan Pike.

Terry Carlstrom: Yea, Erin Meyer: Yea, Megan Pike: Yea, Nathan Spurling: Yea, Kraig Urkoski: Yea, Shane Van Pelt: Yea

## **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: 11/14/16

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

Reviewed on: 11/11/24

## **1002 Creation, Amendment and Distribution of 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: 11/14/16

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

Reviewed on: 11/11/24

**1003**  
**Mission Statement**

The mission of the High Plains Community Schools is to provide an educational environment, which develops citizens who are lifelong learners and can contribute to a global society.

Adopted on: 11/14/16

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

Reviewed on: 11/11/24

2.11. Review, discuss, and take all necessary action in adopting the policies for the 3000 section of the HPC school board policies (#3026, #3034, #3038, #3042, #3043, #3051, #3054).

A motion to approve the adoption of the following policies for the 3000s section of the HPC Board of Education, those policies include the following, #3026, #3034, #3038, #3042, #3043, #3051, & #3054 Passed with a motion by Erin Meyer and a second by Nathan Spurling.

Terry Carlstrom: Yea, Erin Meyer: Yea, Megan Pike: Yea, Nathan Spurling: Yea, Kraig Urkoski: Yea, Shane Van Pelt: Yea

**3026  
Handbooks**

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

None of the district’s handbooks creates a “contract” between the school district, staff members, parents or students.

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

Adopted on: 11/11/24

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

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

**3034**  
**[Intentionally Left Blank]**

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

**3038**  
**Intentionally Left Blank**

Adopted on: 11/11/24

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

Reviewed on: 11/11/24

## **3042**

### **Construction Management at Risk Contracts**

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

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

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

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

**Procedures.**

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

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

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

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

**to thirty percent);**

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

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

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

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

clearly labeled "Protest". The written protest shall include as a minimum the following:

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

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

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

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

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

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

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

Adopted on: 11/11/24

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

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

## **3043 Design-Build Contracts**

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

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

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

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means High Plains Community Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Procedures for evaluating Proposals.**

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

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

- (1) The financial resources of the design-builder to complete the project **(up to ten percent)**;
- (2) The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
- (4) The quality of performance on previous projects **(up to thirty percent)**;
- (5) The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
- (6) The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

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

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

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

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

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

- A. Definitions.
  - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
  - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

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

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

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

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

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

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

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

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

Adopted on: 11/11/24

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

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

## **3051 Opioid Overdose Prevention and Response**

The district will maintain an opioid antagonist in its schools, specifically naloxone, otherwise known by its brand name Narcan. Pursuant to Nebraska law and the Naloxone Standing Order issued by the Nebraska DHHS, Division of Public Health, the board will permit school nurses, trained school staff, or other individuals qualified by law to administer naloxone to any person at school or a school event displaying symptoms of an opioid overdose.

This policy shall not create a duty on the part of the school district and/or its personnel to administer naloxone. School representatives will not administer naloxone under the following circumstances:

- a. Naloxone is not available during the overdose emergency;
- b. There is no individual available who is qualified to administer naloxone; or
- c. School representatives are uncertain as to whether an opioid overdose is occurring.

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, volunteer fire fighter, licensed medical professional or other authorized individual from administering his/her own supply of naloxone when responding in good faith to a suspected drug overdose occurring on school district property or at a school-sponsored event.

**Procurement and Storage.** The superintendent, in consultation with the school's nursing staff, will make the necessary arrangements to obtain naloxone. The naloxone will be stored unlocked in the nurses' office(s). The superintendent, in consultation with the school's nursing staff, will reorder naloxone.

Naloxone that is nearing its expiration date will be replaced. The school nurse shall maintain a log of naloxone supplies consistent with the district's practices for logging other medications.

**Training.** Licensed health care professionals and school resource officers employed on the high school and middle school levels shall all complete an approved naloxone training prior to carrying and/or administering naloxone. Other school staff members may be trained as determined by the administration. Once trained, staff members shall

review the DHHS standing order and applicable naloxone administration protocols as needed.

**Recordkeeping and Reporting.** Any individual who administers naloxone on behalf of the school district will promptly notify the building principal and superintendent of the facts and circumstances surrounding the drug overdose incident. The administration of naloxone to any student will be documented in his/her cumulative health record. The administration of naloxone to any staff member will be documented in his/her personnel file.

Adopted on: 11/11/24

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

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

**3054**  
**Law Enforcement Unit**

The board is committed to providing a safe environment conducive to learning for members of the school community. In furtherance of this commitment, the board designates county sheriff of Merrick and Polk County and the State Patrol to act as the district's Law Enforcement Unit.

**Authority of the Law Enforcement Unit.** The law enforcement unit is officially authorized to:

- Enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against; *and*
- Maintain the physical security and safety of the district

In maintaining the physical security and safety of the district, the law enforcement unit may employ surveillance or other safety or security equipment in compliance with state and federal law. The law enforcement unit is responsible for the maintenance and security of any such equipment.

**Records of the Law Enforcement Unit.** All records created and maintained by the law enforcement unit for a law enforcement purpose are considered law enforcement unit records. This would include any records produced by surveillance or other safety or security equipment employed by the law enforcement unit to maintain the physical security and safety of the district.

Law enforcement unit records must be maintained by the law enforcement unit until the unit determines the records may be destroyed. The law enforcement unit is responsible for maintaining law enforcement unit records separate and apart from the student records maintained by the district pursuant to the board's policy regarding student records.

Law enforcement unit records may only be disclosed with the authorization of the Superintendent or his/her designee. Only copies of law enforcement unit records may be disclosed, and the original must be retained by the law enforcement unit and will continue to be considered a law enforcement unit record.

Adopted on: 11/11/24

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

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

2.12. Review, discuss, and take all necessary action in completing the review of all the 3000s section of the HPC board policies.

A motion to approve the review of the 3000 series of the HPC board policies (those policies include #3001, #3002, #3003, #3003.1, #3004, #3004.1, #3005, #3006, #3007, #3008, #3009, #3010, #3011, #3012, #3013, #3014, #3015, #3016, #3017, #3019, #3020, #3021, #3022, #3023, #3024, #3025, #3027, #3028, #3029, #3030, #3031, #3032, #3033, #3035, #3036, #3037, #3039, #3040, #3041, #3044, #3045, #3046, #3047, #3048, #3049, #3050, #3052, #3053, #3056, #3057, #3058, #3059, #3060) Passed with a motion by Erin Meyer and a second by Megan Pike.

Terry Carlstrom: Yea, Erin Meyer: Yea, Megan Pike: Yea, Nathan Spurling: Yea, Kraig Urkoski: Yea, Shane Van Pelt: Yea

## **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: <https://nep.education.ne.gov/>

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 77-1632(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 to the extent

allowed by law.

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 to the extent allowed by law 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: 12/12/16  
Revised on: 7/12/21, 6/12/23  
Reviewed on: 11/11/24

## **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 \$\_\_\_\_\_ shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

Adopted on: 12-12-16

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

Reviewed on: 1/9/23, 1/8/24, 11/11/24

### **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: 7/10/17  
Revised on: 7/10/21  
Reviewed on: 11/11/24

Deleted: \_\_\_\_\_

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

**I. Applicability of the Policy**

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In 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 \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an

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

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

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

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

business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

#### B. Advertising for Bids.

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

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

#### C. Bid Documents

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

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

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

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

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

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

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

that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

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

## **V. Other Contract Matters.**

### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.322 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 and consistent with state law.

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

### **C. Full and Open Competition**

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

## D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, 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). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
  - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
  - b) Retention of construction records shall be in accordance with applicable law and Board policy.

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

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

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

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, with the limited exception of unsolicited items of nominal value.

### **D. Enforcement**

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

## **VII. Financial Management**

### **A. Identification.**

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

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

#### B. Financial Reporting

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

#### C. Accounting Records

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

#### D. Internal Controls

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

#### E. Budget Control

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

#### F. Payment Methods

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

to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

#### G. Allowability of Costs

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

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

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

#### 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.**

#### A. Required Terms

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

#### B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, 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. Record Keeping

#### 1. Record Retention

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

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

c) Records will be destroyed in compliance with Schedule

10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: 7/8/19

Revised on: 6/13/22, 6/12/23, 7/8/24

Reviewed on: 11/11/24

**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 [REDACTED] 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 \$10,000, 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.

1.

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: 7/10/17

Revised on: 8/13/18

Reviewed on: 11/11/24

## **3004.1**

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

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

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

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

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

#### **II. Procurement System**

The District maintains the following purchasing procedures.

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

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

## **B. Methods of Purchasing**

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

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

Micro-purchase means 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 Procedures)**

Simplified acquisitions are purchases that, in the aggregate amount, are 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 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.

### **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, board members, 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 that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$10,000.
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 that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

1. Serial number;
2. District identification number;
3. Manufacturer;

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

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

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

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

#### **E. Maintenance**

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

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

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. 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 Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

### **E. Budget Control**

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

### **F. Payment Methods**

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

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time

sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

### **G. Allowability of Costs**

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

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

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

### **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.

## **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:

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;

- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- (5) Comply with the established accounting policies and practices of the District and
- (6) 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**

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

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

## 2. Maintenance of Procurement Records

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

## **D. Privacy**

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and

State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: 7/10/17

Revised on: 6/13/22, 6/12/23, 7/8/24

Reviewed on: 11/11/24

**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: 12/12/16

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

Reviewed on: 5/13/24, 11/11/24

**3006**  
**[Intentionally Left Blank]**

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

**3007**  
**Review of Bills**

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

Adopted on: 12/12/16

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

Reviewed on: 11/11/24

**3008**  
**Gifts, Grants and Bequests**

The school district encourages those who wish to make gifts, grants, bequests or devises of property, real or personal, to the school district to make such donations through the district's foundation. The superintendent or his or her designee is authorized to accept on behalf of the school district gifts of personal property that are consistent with the district's mission and objectives and which the superintendent reasonably believes has a fair market value of \$10,000 or less. In its sole discretion, the board of education may accept all other donations when they are consistent with the district's mission and objectives. Upon acceptance, donations shall become the sole property of the district. The donation will be under the complete control of the board or school district which will not have any obligation to replace it if it is destroyed or becomes obsolete.

Adopted on: 12/12/16

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

Reviewed on: 10/10/23, 11/11/24

**3009  
Audit**

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

Adopted on: 12/12/16

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

Reviewed on: 11/11/24

## **3010 Insurance**

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

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

Adopted on: 12/12/16

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

Reviewed on: 12/11/23, 11/11/24

**3011**  
**[Intentionally Left Blank]**

## **3012**

### **School Meal Program and Meal Charges**

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

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

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

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

#### **The district's policy on charged meals is:**

If a student has no funds available to pay for a meal, the student will be provided and charged for a limited "courtesy meal" option, such as a plain sandwich.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

#### **Collection of Delinquent Meal Charge Debt**

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

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

Adopted on: 5/5/17

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

Reviewed on: 11/11/24

**3013**  
**Emergency Closings**

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

Adopted on: 12/12/16

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

Reviewed on: 10/10/23, 11/11/24

**3014**  
**Use of School Property**

**1. Use of Specific Facilities by Application and Agreement**

- a. The district permits non-commercial use of the following facilities by individual patrons for their personal health and wellness: weight room, track, and district gymnasiums. The district understands that it would not be feasible to require a patron to apply to use facilities like the weight room on every occurrence. The facility uses defined in this paragraph are an exception to the general facility use requirements contained in this policy for ease of administration and efficiency. All other facility uses must comply with the other provisions of this policy.
- b. These particular facilities may be used upon only one application and upon signing the district's written waiver and agreement.
- c. Use of these facilities is governed by this and other district policy and the agreement signed by the user. A copy of each agreement will be maintained in the district's central office.

**2. General Facilities Use Guidelines**

- a. School facilities may be used by various education and community organizations and individuals when it is in the interest of the general public.
- b. School facilities may not be used for personal profit and other commercial purposes. The district opens its facilities to district patrons for the benefit of the public, not commercial uses. Due to the complications created by groups or individuals using district facilities for commercial purposes, these uses are prohibited. Booster clubs and other organizations raising money purely for the support of student groups, as defined below, and not for personal profit are not considered commercial uses but must comply with the district's policies which apply to these groups.
- c. Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety.

- d. Only those organizations and persons who are known to school officials, who have financial resources sufficient to cover all rentals and possible damages, and who are willing to discharge such obligations shall be permitted to use the school facilities and equipment.
- e. The rental fees for school facilities shall be set by the board.
- f. Non-curricular student groups or non-student groups (as those terms are defined below) that wish to use the facility must submit a facility use application which may be obtained from the district's central office. The application must be received by the superintendent prior to the approval of any facility use.
- g. The shop and weight room may not be used by students when school is not in session, unless supervised by a district staff member or a responsible adult upon approval of the superintendent. Use of the shop and weight room in violation of this provision may lead to the students being denied access to these facilities or other consequences permitted by board policy and Nebraska law.
- h. Any person or group using the school facilities, for any purpose, must comply with all of the district's policies, rules, and regulations.

### **3. Definitions**

- a. "Curriculum-related student groups" shall mean students participating in school-sponsored activities, supervised by district staff, related to the curriculum, and recognized by the board.
- b. "Extracurricular student groups" shall mean students participating in an extracurricular activity, sponsored by the district, supervised by district staff, and recognized by the board, such as athletic teams and academic teams which are not otherwise categorized as "curriculum-related student groups."
- c. "Non-curriculum related student groups" shall mean all other groups comprised primarily of students who attend the district participating in activities such as Boy Scouts, Girl Scouts, 4-H, political groups, religious groups, and other similar youth groups.

- d. "Non-student group" shall mean all other groups or individuals who apply to use district facilities.
- e. "Superintendent" shall mean the superintendent of schools or his/her designee.

#### **4. Use of School Property by Student Groups**

##### a. Curriculum-related and Extracurricular student groups

- i.) Curriculum-related and Extracurricular student groups may use school facilities at no cost to the group, if they restore the facilities to their prior state after using them.
- ii.) The district shall bear any costs associated with use by these groups (*e.g.*, the fee paid to a cook or a custodian required to be in attendance).
- iii.) Curriculum-related and Extracurricular student groups have priority over non-curriculum related student groups and non-student groups.

##### b. Non-curriculum related student groups

- i.) Non-curriculum related student groups may use the school building during non-instructional time. Such use shall be without charge.
  - (1) Such uses shall occur while the building is normally open and there is a minimum of interference with custodians or other student and staff facility use.
  - (2) These groups may use the school buildings in the evening for meetings if the group is sponsored by an adult and the adult (1) files the application to use the facilities on behalf of the group and (2) assumes responsibility for cleanup and placing the area back in the condition it was in prior to use.
- ii.) Non-curriculum related student groups must apply for use of the facilities and secure the superintendent's permission before using school facilities.

- iii.) Non-curriculum related student groups may meet only on school premises at times and places determined by the superintendent.
- iv.) Non-curriculum related student groups must meet each of the following conditions to secure the superintendent's permission to use school facilities:
  - (1) The facility use will occur during non-instructional time.
  - (2) The district has facilities available to accommodate the group.
  - (3) The use is voluntary and for the general benefit of the student participants.
  - (4) The use will not substantially interfere with the orderly conduct of educational activities and other programs within the school.

## **5. Use of Facilities by Non-student Groups**

- a. The superintendent may authorize the use of any school facilities for non-school activities by non-student groups.
- b. In addition to the guidelines listed elsewhere in this policy and other board policies or administrative protocol, the superintendent will consider the following when making determinations regarding use of district facilities by non-student groups:
  - i.) The local education association may hold meetings when classes are not in session and staff members are not on duty.
  - ii.) Non-student groups which provide education-related programming and services for students and staff may be given priority of use over other outside groups. The superintendent has sole discretion in determining whether proposed uses relate sufficiently to the district's educational standards and programs.

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

## **6. Denial of access**

- a. The superintendent may limit or deny access to school buildings, grounds, and activities to any person whom the superintendent deems to be using the facilities inappropriately and contrary to the district's mission.
- b. Upon determining that a person or group has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the superintendent shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The superintendent may request assistance from law enforcement authorities to remove an offending person from the school grounds. A person who enters school premises in violation of these conditions shall be deemed to be trespassing.
- c. The superintendent shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises.
- d. Students, staff, and community members may use or lease school equipment for non-school use only if they have received the prior permission of the superintendent.

## **7. Proof of Insurance**

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

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

## **8. No Fees for Admission**

- a. Non-curriculum related and non-student groups may not charge a fee to participate in or be a spectator at any recreational activity, event, or other such gathering occurring on district grounds unless approved in advance by the superintendent.
- b. If the district retains control over the area of the premises in which the non-curricular and non-student group desires to use, meaning the district provides supervision, staffing, custodial services, or otherwise maintains its control during the group's use of the facilities, the group may not charge a fee for admission under any circumstances.
- c. Non-curricular and non-student groups may charge for parking or vehicle entry onto the premises unless otherwise prohibited by the superintendent.

Adopted on: 12/12/16

Revised on: 4/10/23

Reviewed on: 11/11/24

**3015**  
**Time Away From School Activities**

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

Adopted on: 12/12/16

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

Reviewed on: 2/12/24, 11/11/24

**3016**  
**Smoking and Related Products**

The use or possession of any smoking or tobacco product, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

Adopted on: 7/8/19

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

Reviewed on: 10/10/23, 11/11/24

**3017**  
**Official Communication with the Public**

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

Adopted on: 1/9/17

Revised on: 7/8/24

Reviewed on: 11/13/23, 11/11/24

**3019**  
**Sale or Disposal of School Property**

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

Adopted on: 1/9/17

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

Reviewed on: 11/11/24

## **3020 Copyright Compliance**

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

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

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

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

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

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

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

Adopted on: 7/9/18

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

Reviewed on: 2/12/24, 11/11/24

**3021**  
**Operation of School Business Office**

The central office of the school district shall generally be open for business from 8:00 a.m. to 4:30 p.m. every weekday except for New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and Christmas Day. The office shall generally be open, even on days when school is cancelled due to inclement weather. The Superintendent shall be responsible for ensuring that the central office is appropriately staffed when the district is open for business and shall be responsible for supervising all staff employed in the central office.

Adopted on: 1/9/17

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

Reviewed on: 11/11/24

## **3022 Volunteers**

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

1. Volunteers must provide the district with directory information including their name, address, and telephone number.
2. Upon request by the district, volunteers must promptly execute a Volunteer Services Agreement.
3. The district may, but is not required to, conduct a criminal background check on any volunteer. A potential volunteer who refuses to undergo a background check will not be permitted to volunteer for the district.
4. Volunteers shall not perform the duties of a teacher as that term is defined in Nebraska statutes or regulations.
5. Volunteers do not have any property right in or to a volunteer assignment. The school district may deny or terminate a volunteer assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

Adopted on: 7/9/18

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

Reviewed on: 5/13/24, 11/11/24

## **3023 Record Management and Retention**

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

### **Special Rules Related to Electronic Forms of Communication.**

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

- The district will archive all Google Apps data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator or other designated individual will be able to retrieve electronic communication and other electronically stored information which has been vaulted.

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

**Special Rules Related to Security Camera Footage.** Video footage from security cameras is generally considered working papers under the Records Management Act, and will be overwritten consistent with the district's audio and video recording policy. Video footage which captures an event of educational or behavioral significance and contains personally-identifiable

information will be maintained by the school district pursuant to its policy on student records.

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

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

Adopted on: 7/9/18

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

Reviewed on: 3/11/24

## 3024

### Booster Clubs and Parent-Teacher Organizations

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

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

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

1. The Supporting Entity should legally establish itself as a Nebraska Nonprofit Organization.
2. The Supporting Entity should require that
  - a. all checks written out of the Supporting Entity's checking account contain two signatures;
  - b. sales slips, receipts, or invoices for every expenditure be provided to the Supporting Entity's treasurer and kept in the Supporting Entity's records; and
  - c. bank statements be reviewed and approved by the Supporting Entity treasurer and reconciled by a Supporting Entity officer that does not have check-signing authority.

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

Adopted on: 1/9/17

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

Reviewed on: 3/11/24, 11/11/24

**3025**  
**Returned and Outstanding Checks**

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

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

Adopted on: 7/9/18

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

Reviewed on: 11/13/23, 11/11/24

## **3027**

### **Resolution of Conflicts Between Parents Over School Issues**

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

#### **1. Obtaining Records and Conferring with Teachers.**

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

#### **2. Accessing a Child at School/Picking Up a Child.**

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

Adopted on: 1/9/17

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

Reviewed on: 2/12/24, 11/11/24

**3028**  
**Sex Offenders**

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

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

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

Adopted on: 7/8/19

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

Reviewed on: 5/13/24, 11/11/24

**3029**  
**Distribution of Flyers Advertising Non-School Organization**  
**Activities**

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

1. The flyer may not contain statements that are obscene, lewd, vulgar, profane; violate federal, state or local laws or regulations; violate board policy; advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health or welfare of students, such as tobacco, alcohol or illegal drugs; incite violence; advocate use of force or urge violation of federal, state or municipal law, district policy or regulations; interfere with or advocate interference with the rights of any individual or the orderly operation of the schools and their programs.
2. The non-school organization must contact the district office to (a) inform the district that it wishes to have flyers distributed to students and (b) obtain a date from the office on which the flyers will be delivered.
3. The non-school organization must provide a sufficient number of copies of the flyer and must deliver them to the district at least three days before the date the flyers are to be distributed.
4. The flyer may not advertise any activity which will take place during instructional time or during school-sponsored activities.
5. The flyer must include a statement explaining that the organization is not affiliated with or endorsed by the district.

Adopted on: 1/9/17

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

Reviewed on: 3/11/24, 11/11/24

## **3030 Automatic External Defibrillator (AED) Program**

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

### **1. Equipment**

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

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

### **2. Program Coordinator**

a. The School District's AED Program Coordinator is \_\_\_\_\_ . (Insert the name of the position: i.e. the superintendent of schools, the school nurse, etc.)

b. The Program Coordinator shall:

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

ii. Select employees for AED training

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

### 3. Medical Oversight

- a. The medical advisor of the AED program is \_\_\_\_\_, MD.
- b. The medical advisor has ongoing responsibility for:
  - i. Providing medical direction for use of AEDs
  - ii. Writing a prescription for AEDs
  - iii. Reviewing and approving guidelines for emergency procedures related to use of AEDs and cardio pulmonary resuscitation

- iv. Evaluation of post-event review forms and digital files downloaded from the AED

#### 4. Volunteer Responders

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

Adopted on: 1/9/17

Revised on: 3/14/22

Reviewed on: 2/8/22, 11/11/24

**3031**  
**Students Electing to Attend School in Adjoining State**

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

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

Adopted on: 1/9/17

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

Reviewed on: 4/8/24, 11/11/24

## **3032 Fees for School District Records**

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

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

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

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

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

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

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

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

- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.
- For residents of Nebraska, the actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first eight hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first eight hours. The fee for records shall not include any charge for the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public. No special service charge or fee shall be charged for copies of blank forms or pages that have all meaningful information redacted.
- For nonresidents of Nebraska, the actual added cost used as the basis for the calculation of a fee for records may include a charge for the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

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

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

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

Adopted on: 1/9/17

Revised on: 7/8/24

Reviewed on: 4/8/24, 11/11/24

**3033**  
**[Intentionally Left Blank]**

### 3035

#### Chain of Command – District Administration

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

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

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

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

Adopted on: 1/9/17

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

Reviewed on: 11/11/24

## **3036 Purchasing (Credit) Card Program**

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

**Authorized Purchases.** Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and any reasonable and necessary expenditures on students participating in the district's curricular or extracurricular programs. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee.

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

**Authorized Users.** Individuals holding the following titles may be assigned an individual purchasing card: **District Bookkeeper, Athletic Director, Principal(s), and Superintendent.**

The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school may also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

**Documentation.** Employees seeking reimbursement for a purchasing card purchase must submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt must include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 7 years or as otherwise required by Schedule 10 – Local School Districts or Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records

Management Division. Employees must maintain copies of any documentation submitted to the school district.

**Suspension or Termination of Privileges.** The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account must be immediately closed and he or she must return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase must reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

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

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

Adopted on: 7/10/17

Revised on: 6/12/23

Reviewed on: 11/11/24

## **3037 Petty Cash**

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

**Fund Custodians.** The amount of each fund will not exceed \$100.00. The individuals holding the following employment positions shall be the custodians of each petty cash fund and shall administer and be responsible for them:

Elementary School:	Sarah Engler
Middle School:	Carrie Swanson
High School:	Carrie Swanson
District Office:	Tonya Bannister

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

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

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

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

designee shall provide the board at each regular meeting with petty cash fund documentation that includes a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided by board policy or as otherwise allowed by law.

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

Adopted on: 1/9/17

Revised on: 6/13/22

Reviewed on: 2/8/22, 11/11/24

## 3039

### Threat Assessment and Response

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

#### 1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
  - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
  - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
  - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
  - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.

- ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

## **2. Obligation to Report Threatening Statements or Behaviors.**

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

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

## **3. Threat Assessment Team**

The threat assessment team (team) shall consist of Superintendent, HPC Building Principals, HPC Guidance Counselors, Local/County and or State Law Enforcement, HPC School Nurse, HPC Safety Team Members, HPC PFA Team Members. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely

with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

#### **4. Threat Assessment Investigation and Response**

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

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

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

#### **5. Communication with the Public about Reported Threats**

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication

through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

**6. Coordination with the Crisis Team After Resolution of Threat**

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

Adopted on: 7/13/20

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

Reviewed on: 8/8/22, 11/11/24

## **3040 School Safety and Security**

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

### **I. General Safety and Security**

#### **a. NDE Rubric**

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

#### **b. School Hours**

- i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
- ii. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.

#### **c. Access to School Facilities**

- i. The school's facilities may not be used for funeral or memorial services during the school day.
- ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

#### **d. Memorials**

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be displayed anywhere on school premises.

- ii. Individuals who wish to seek a waiver of the general prohibition against memorials must follow the steps outlined below:
  - a. The individual must first meet with the Superintendent or his/her designee to discuss the request for a memorial.
  - b. If the Superintendent determines that additional review is appropriate, he/she will refer the request for consideration by the **psychological first aid team**.
  - c. The **psychological first aid team** will consider:
    - i. The current research regarding the potential psychological harm that could be caused by a memorial;
    - ii. The potential disruption to the school's learning environment;
    - iii. The cost to the district of erecting and/or maintaining a memorial;
    - iv. Whether prior tragedies have been commemorated by a memorial;
    - v. The potential for future tragedies which could necessitate a similar memorial; and
    - vi. Any other factor which the crisis team deems relevant to its recommendation.
  - d. After consideration of the factors outlined above, the **psychological first aid team** will make a recommendation as to whether the prohibition against memorials should be waived.

- e. The Superintendent will communicate the **psychological first aid team's** recommendation to the individual requesting the memorial.
- f. If the **psychological first aid team** recommends waiver of the prohibition against memorials, the individual who made the initial request must inform the Superintendent if he/she wishes to ask the board to approve the memorial.
- g. Memorials may only be approved by the board and only after completion of the process outlined in this policy.

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

## **II. Superintendent's Duties Related to Safety and Security**

### **a. Appointment of Crisis Team**

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

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)

- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

#### **b. Compliance with Fire and Safety Codes**

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

#### **c. Annual Safety Audits**

The Superintendent will arrange for the performance of an annual safety audits using an external consultants utilizing the standardized audit protocol adopted by the Nebraska Department of Education.

#### **d. Mutual Aid Agreements**

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

### **III. Building Principals' Duties Related to Safety and Security**

#### **a. Positive and Safe Learning Environment**

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

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

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

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

## **b. Visitor Protocol.**

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

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

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

## **c. Emergency Drills**

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

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

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

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

Adopted on: 7/9/18

Revised on: 8/8/22

Reviewed on: 1/17/22, 4/10/23, 11/11/24

## **3041**

### **Crisis Team Duties**

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

#### **1. Membership on and Chair of Team**

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

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

#### **2. Meetings of the Crisis Team**

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

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

#### **3. School Self-Assessment**

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

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

#### **4. All-Hazard School Safety Plan**

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

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

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

#### **5. Standard Response Protocol (SRP)**

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

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

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

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

#### **6. Consultation With Building Principals**

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

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

## **7. Consultation with Threat Assessment Team**

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

## **8. Review of Training**

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

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

## **9. Communication with School Community and Stakeholders**

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

## **10. Communication with the Board of Education**

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

Adopted on: 1/9/17

Revised on: 4/10/23

Reviewed on: 3/14/22, 2/12/24, 11/11/24

## **3044 Incidental or De Minimis Use of Public Resources**

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

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

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

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

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

Adopted on: 7/10/17

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

Reviewed on: 5/13/24, 11/11/24

## **3045 Use of Sniffer Dogs**

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

### **Protocol for Use of Sniffer Dogs**

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over

to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

### **NOTICE TO STUDENTS AND STAFF**

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

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Adopted on: 7/10/17

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

Reviewed on: 11/13/23, 11/11/24

## **3046 Animals at Schools**

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent or his or her designee except as provided in this policy or as otherwise required by law.

### **I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES**

Animals that support a district program or curriculum or that are used for instructional purposes are allowed in school district buildings or on school district property with the written permission of the superintendent or building principal.

### **II. SERVICE ANIMALS**

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

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

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

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

**Request.** A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used. When a request to be accompanied by a service animal is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

**Health and Vaccination.** The owner or handler must have proof of current licensure from the local licensing authority including proof of the service animal's current vaccinations and immunizations required by law.

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

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

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

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

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

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

**Supervision and Care of Service Animals.** The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

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

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

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

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

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

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

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

**[NOTE TO BE DELETED: There are 2 options below. The first option allows therapy animals brought by school employees as approved by the administration. The second does not allow therapy animals "except as required by law." YOU MUST PICK AN OPTION AND DELETE THE OTHER.]**

**[OPTION 1]**

**III. THERAPY ANIMALS**

The school district supports the use of therapy animals by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.

**Therapy Animal.** A "therapy animal" is an animal that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy animals are not "service animals" as that term is used in the American with Disabilities Act. The animal must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy animals are personal property of the Owner and are not owned by the school district.

**Therapy Animal Standards and Procedures.** The following requirements must be satisfied *before* a therapy animal will be allowed in school buildings or on school grounds:

**Request.** An Owner who wants to bring a therapy animal to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy animal will be used. When a request to bring a therapy animal to school is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

**Training and Certification.** The Owner must submit training and certification information requested by the Superintendent or his or her

designee. Any certification required by the school district must remain current at all times.

**Health and Vaccination.** The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to such animals. The Owner must submit proof of current required licensure from the local licensing authority and proof of the therapy animal's current vaccinations and immunizations from a licensed veterinarian, if applicable.

**Control.** A therapy animal must be under the control of the Owner at all times.

**Identification.** The therapy animal must have appropriate identification identifying it as a therapy animal.

**No Disruption.** The therapy animal must not disrupt the educational process by any of its behaviors.

**Health and Safety.** The therapy animal must not pose a health and safety risk to any student, employee, or other person at school.

**Supervision and Care of Therapy Animals.** The Owner is solely responsible for the supervision and care of the therapy animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

**Authorized Area(s).** The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by school district administrators.

**Insurance.** The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

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

- (1) A handler does not have control of the therapy animal;
- (2) The therapy animal is not housebroken;
- (3) The therapy animal presents a direct and immediate threat to others in the school; or

- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

**Allergic Reactions.** If any student or school employee assigned to a classroom in which a therapy animal is permitted suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

**Damages to School Property and Injuries.** The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

**Other Therapy Animals.** Therapy animals (1) owned by students, patrons, or other non-school employees or (2) owned by school employees for their own benefit will not be allowed on school grounds or school property except as otherwise required by law.

Adopted on: 7/13/20

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

Reviewed on: 11/11/24

## **3047 Data Breach Response**

### **I. Preparation**

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

#### **A. Data Governance**

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

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Staff members with access to district devices,
4. Staff members with active usernames and passwords for any district software.

#### **B. New Devices and Software**

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

### **II. Incident Response Plan**

#### **A. Assessment and Investigation**

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.
2. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that

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

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

**B. Notification of Affected Individuals**

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.
2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

**C. Notification of Law Enforcement and Outside Organizations**

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

Adopted on: 7/9/18

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

Reviewed on: 8/3/23, 11/11/24

## **3048 Communicable Disease**

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

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

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

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

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

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

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

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

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

Adopted on: 7/9/18

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

Reviewed on: 4/8/24, 11/11/24

**3049**  
**Drones and Unmanned Aircraft**

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

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

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

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

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

Adopted on: 7/9/18

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

Reviewed on: 4/11/24, 11/11/24

## **3050 Technology in the Classroom**

### **I. In General**

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

### **II. Devices**

A. Non-district issued electronic devices may be provided by teachers for use in their classroom, so long as the use of such devices is supervised by a staff member and subject to the conditions set forth below.

Teachers who wish to bring a device into the classroom should inform the principal before deploying the device. The building principal may at his or her discretion prohibit the use of such devices or otherwise limit their use. The building principal may at any time direct that a teacher discontinue use of a given device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.
2. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use.

B. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that actively or passively create or transmit audio or video recordings must

have that function disabled while the student uses the device in a district classroom unless required by law. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

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

### III. Applications

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

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

- C. Staff-Selected Applications.

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

Adopted on: 7/8/19

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

Reviewed on: 5/13/24, 11/11/24

## **3052 Leasing Personal Property**

### **I. Leases of Personal Property by the District**

#### **A. Applicability of this policy.**

Leases of personal property using any 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 leases of personal property made by the school district other than construction, remodeling, repair and site improvements.

#### **B. General Leasing Policy**

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.
2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.
4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.
5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax exemption to make personal leases of any kind or for any reason.

### **C. Leasing Procedures**

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than \$1,000.00 the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

### **D. Relations with Vendors**

1. The board wishes to maintain good working relations with vendors who lease equipment, goods, and other personal property to the school system. The school shall not extend favoritism to any vendors. Each lease shall be entered into on the basis of quality, price and delivery, with past experiences being a factor if all other considerations are equal.
2. No lease shall be made that violates any conflict of interest policy or law.
3. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the lease 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.

## **II. Lease of District-Owned Personal Property to Others**

### **A. Personal Property Valued at No More Than \$1,000.00**

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than \$1,000.00 is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than 30 days. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property, provided

however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

**B. Personal Property Valued in Excess of \$1,000.00**

If the board of education determines that any personal property that is owned by the school district and has a fair market value of at least \$1,000.00 is not needed for school district use, the board may lease such property, or portion thereof, upon such terms and conditions as it determines.

Adopted on: 7/8/19

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

Reviewed on: 5/13/24, 11/11/24

## **3053 Nondiscrimination**

The School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40

The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions

The Pregnant Workers Fairness Act (PWFA) – requires covered employers to provide reasonable accommodations to qualified employee’s or applicant’s known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

The Uniformed Services Employment and Reemployment Rights Act (USERRA) – provides job protections and reemployment rights to military reservists and National Guard members called to active duty

The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities

The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation

Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age

The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex

The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution

Veterans Preference Law (NEB. REV. STAT §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district's complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district's Title IX and/or Section 504/ADA Coordinator.

Adopted on: 7/8/19

Revised on: 7/8/24

Reviewed on: 1/9/23, 1/8/24, 11/11/24

## **3056 Guest Speakers**

The school board recognizes that guest speakers with demonstrated expertise in areas of interest to the school district and its students may enrich the students' educational experiences. The school district has adopted this policy to ensure that the messages provided by outside speakers do not conflict with school district policies, the fundamental values of a public school education, or the legal limitations placed on public school districts. Individuals who wish to invite a guest speaker must follow the procedures outlined below.

**Classroom or School-Sponsored Activity Guest Speakers.** Teachers or activity sponsors who desire to invite a guest speaker to address his or her class or activity members must:

1. Research the guest speaker, have a clear understanding of the guest speaker's purpose and message, and determine that the speaker's message complies with the school district's policies and fundamental values.
2. Complete a Guest Speaker Request Form and submit it to the building principal at least 14 days prior to the proposed appearance.
3. Notify the main office of name, time, and date of the guest speaker's appearance (if the request is approved).
4. Notify parents of the name, time, date, and topic and summary of the presentation at least 7 days before the presentation (if the request is approved).
5. Require the guest speaker to submit a copy of any visual or written materials to the employee at least 24 hours prior to any presentation. The employee shall submit the materials to the principal upon receipt.
6. Prepare students in advance for the experience.
7. Inform the guest speaker that students or employees may ask challenging questions or offer differing viewpoints.
8. Terminate the presentation if the speaker fails to limit his or her remarks to the subject on which he or she has been invited to speak.
9. Remain with the speaker and students to facilitate and monitor the discussion.

10. Provide appropriate follow-up activities and education.

**Assembly Speakers.** Employees who desire to invite a guest speaker to address staff or students at an assembly must follow the identical procedures outlined above. In addition, the employee must submit the Guest Speaker Request Form to the superintendent at least 14 days prior to the proposed appearance and the speaker submitted materials upon receipt.

**Request Consideration.** The administrator(s) must research the guest speaker and determine that the speaker's message complies with the school district's policies and fundamental values. If it does not comply, the administrator will reject the request. If it does comply, the administrator shall then consider the following factors when approving or denying the request:

1. The guest speaker's ability to appropriately and adequately address the topic with the students based upon the speaker's education, training, expertise, or other qualifications.
2. The materials submitted by the guest speaker.
3. The educational value to students of the presentation.
4. The relevance of the presentation to the class, activity, or school's educational mission.
5. Whether the topic of the presentation is appropriate for the students' ages and level of maturity.
6. Whether the speaker has a history of providing factual information in a fair and balanced manner or if he or she has previously advocated for a particular position or espoused personal opinion, bias, or partisanship.
7. Whether the speaker's proposed presentation is consistent with the fundamental values of a public school education and/or encourages the fundamental values, habits, or manners of civility.
8. Whether the speaker's proposed presentation will satisfy the Nebraska Department of Education's accreditation, curriculum, or standards requirements or recommendations.

The administrator shall notify the employee of his or her decision.

**Controversial Issues.** If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will still be of benefit to the students, (1) the employee and administrator will work

with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least 7 days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

**Other Requirements.** The inviting employee or appropriate administrator may interrupt or stop the presentation if it violates this or any other school policy.

Adopted on: 7/13/20

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

Reviewed on: 11/11/24

## **3057 Title IX**

**Nondiscrimination.** The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, 206 S. Pine Street, Polk Ne, 68654, [mfisher@hpcstorm.org](mailto:mfisher@hpcstorm.org), 402,765-2271. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: [www.hpcstorm.org](http://www.hpcstorm.org). To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

**Publication Notice.** The school district will include the following notice on its website and in each handbook, catalog, announcement, bulletin, application form, and other places as required by law:

The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: [www.hpcstorm.org](http://www.hpcstorm.org).

**Retaliation Prohibited.** Retaliation, including peer retaliation, is prohibited in the school district's education program or activity. If the school district has information about conduct that reasonably may constitute retaliation under Title IX, it may be required to treat it as an allegation of sex discrimination. Upon receiving a complaint alleging retaliation, the school district will initiate its grievance procedures or informal resolution process.

**Definitions.** As used in this policy, the following terms are defined as follows:

**Complainant** means an employee, a student, or a parent, guardian, or other individual with the legal right to act on behalf of a complainant who is alleged to have been subjected to conduct that could constitute sex discrimination, including sex-based harassment; or any other person who may have been subjected to sex discrimination when that person was participating or attempting to participate in the school district's education program or activity.

**Complaint** means an oral or written request to the school district that objectively can be understood as a request for the school district to investigate and make a determination about alleged sex discrimination under Title IX.

**Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. School district officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

**Respondent** means a person who is alleged to have violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that the school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

**Sex-based harassment** prohibited by this part is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex that is:

**Quid pro quo harassment.** An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

**Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the school district's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the school district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and
- Other sex-based harassment in the school district's education program or activity.

**Sexual assault** meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

**Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

- **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

**Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

- **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

**Dating violence** meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

**Domestic violence** meaning felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the school district, or a person similarly situated to a spouse of the victim;
- Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

**Stalking** meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

### **Response to Sex-based Harassment.**

**All Employees.** All school district employees must notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including sex-based harassment under Title IX.

**Title IX Coordinator.** The school district will designate and authorize at least one employee as the school district's "Title IX Coordinator," to coordinate the school district's efforts to comply with its responsibilities under Title IX and this policy. The superintendent or Title IX Coordinator is authorized to delegate specific duties to one or more designees.

For conduct that could constitute sex-based harassment, the Title IX Coordinator must take the following actions:

- Offer and coordinate supportive measures for the complainant and for the respondent;
- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.
- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

**Supportive Measures.** The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence;

changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

**Requests to Modify Supportive Measures.** A complainant or respondent may request modification or reversal of the school district's decision to provide, deny, change, or terminate supportive measures applicable to them. Requests must be made to the Title IX Coordinator in writing, and an impartial individual will review the request.

**Students with Disabilities.** If the complainant or respondent is a student with a disability, the Title IX Coordinator will consult with one or more members of the student's IEP or Section 504 team to determine compliance with those laws while implementing supportive measures and all other requirements of this policy and Title IX.

**Emergency Removal.** The school district is authorized to remove a respondent from the school district's education program or activity on an emergency basis, provided that the school district undertakes an individualized safety and risk analysis; determines that an imminent and serious threat to the health or safety of a complainant or other persons arising from the allegations of sex discrimination justifies removal; and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

**Administrative Leave.** The school district is authorized to place an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures.

**Informal Resolution.** The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to law. Prior to initiating informal resolution, the parties will be provided with notice of the allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and the right to resume the grievance process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

The informal resolution facilitator will not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Potential terms that may be included in an informal resolution agreement include but are not limited to restrictions on contact, restrictions on participation in programs or activities, and disciplinary sanctions.

If informal resolution is offered, the school district will maintain all evidence gathered, communications about the informal resolution process, and the agreement reached. This information will be disclosed to outside individuals only as permitted by law and if required to implement the requirements of the agreement or Title IX. If no agreement is reached, only relevant and permissible evidence received during the informal resolution process will be considered during the grievance process.

**Grievance Procedures to Resolve Complaints of Sex Discrimination.** Any person designated as Title IX Coordinator, investigator, or decision maker will not have a conflict of interest or bias for or against any party, generally or specifically. The decisionmaker may be the same person as the Title IX Coordinator or investigator.

**Complaint.** Complaints of sex-based harassment may only be made by a complainant; a parent, guardian, or other individual with the legal right to act on behalf of a complainant; or the Title IX Coordinator. Complaints of sex discrimination (excluding complaints of sex-based harassment) may be made by any person who was participating or attempting to participate in the school district's education program or activity at the time of the alleged sex discrimination.

**Complaint by Coordinator.** In the absence of a complaint made by any other individual, the Title IX Coordinator will determine whether to initiate a complaint of sex discrimination. The Title IX Coordinator must consider, at a minimum, the following factors:

- The complainant's request not to proceed with the initiation of a complaint;
- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee of the school district;

- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If the Title IX Coordinator initiates a complaint, they will notify the complainant prior to doing so and address reasonable concerns about the complainant’s safety or the safety of others, including by providing supportive measures.

**Consolidation of Complaints.** The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references in this section to a party, complainant, or respondent include the plural, as applicable.

**Basic Procedures.** This grievance procedure is governed by the following basic requirements:

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does not restrict the parties from obtaining and presenting evidence, speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;
- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

<b>Major Stage</b>	<b>Target Duration</b> (calendar days)
Completion of the school district’s decision whether to dismiss or investigate a complaint of sex discrimination	1-15
Investigation	1-30
Determination	1-30

**Notice of Allegations.** Upon initiation of the grievance procedure, the school district will provide notice of the allegations to the parties whose identities are known. The notice will include a copy of this policy; the parties involved in the incident(s); the conduct alleged to constitute sex discrimination; and the date(s) and location(s) of the alleged incident(s), if available. Retaliation is prohibited.

If the school district decides to investigate additional allegations of sex discrimination that are not included in the initial notice, the school district will provide notice of the additional allegations to the parties.

**Complaint Investigation.** The burden is on the school district to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The individual investigating and deciding the complaint will:

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility, but credibility will not be based upon any individual's status as a complainant, respondent, or witness; and
- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

**Relevant and Permissible Evidence.** The school district will consider relevant and permissible evidence. Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

- Evidence that is protected under a privilege as recognized by Federal or State law;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional in connection with the provision of treatment to the party or witness unless the school district obtains that party's or witness's voluntary, written consent for use in this grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless that evidence is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

**Determining Whether Sex Discrimination Occurred.** The school district will:

- Use the preponderance of the evidence standard of proof, that it is more likely than not, to determine whether sex discrimination occurred;
- Use only relevant and permissible evidence to reach a determination;
- Notify the parties in writing of the determination whether sex discrimination occurred, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
- If there is a determination that sex discrimination occurred, coordinate and provide remedies to restore equal access, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur;
- Not discipline a party, witness, or others participating in a school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

**Dismissal of a Complaint.** A complaint of sex discrimination made through the grievance procedure may be dismissed for any of the following reasons:

- The school district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the school district's education program or activity and is not employed by the school district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that without the complainant's withdrawn allegations, the remaining alleged conduct would not constitute sex discrimination even if proven;
- The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint under this paragraph, the school district must make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The school district will notify the complainant that a dismissal may be appealed and provide the complainant with an opportunity to appeal the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent that the dismissal may be appealed on the bases set out in this policy. Upon the dismissal of a complaint, at a minimum, the school district will:

- Offer supportive measures to the complainant, and offer supportive measures to the respondent if the respondent has been notified of the complaint;
- Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

**Appeal.** The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

**Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the superintendent within three (3) calendar days of the party's receipt of (1) the written determination of whether sex discrimination occurred from which the appeal is taken, or (2) the written dismissal of the complaint from which the appeal is taken.

**Notice of Appeal Filed By Party.** The Notice of Appeal must include (a) the name of the party or parties appealing, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from the following subsection) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy and Title IX.

**Appeals of Dismissals.** If a dismissal is appealed, the school district will provide notice of the allegations to the complainant and respondent if not provided previously.

**Appeal Decision.** The decisionmaker for the appeal will be an individual who did not take part in the investigation, determination, and/or decision to dismiss the complaint. The appeal decisionmaker will notify the parties of the result of the appeal and the rationale for the result.

**Disciplinary Sanctions and Remedies.** If it is determined that sex-based harassment occurred, the school district may impose disciplinary sanctions that may include suspension, expulsion, mandatory reassignment, adverse employment action up to and including termination, or any other actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

**Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the school district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

**Recordkeeping.** The school district will maintain the following documents for a period of at least seven years:

- For each complaint of sex discrimination, records documenting the informal resolution process or grievance procedures and the outcome.
- Records documenting the actions the school district took to meet its obligations under Title IX for any allegation of sex discrimination.
- All materials used to provide training as required by this policy. The school district will make these training materials available upon request for inspection by members of the public.

Adopted on: 8/10/20

Reviewed on: 7/8/24, 11/11/24

Revised on: 1/9/23, 1/8/24

## **3058 Naming School Facilities and Property**

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

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

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

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

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

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

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

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

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

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

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

Adopted on: 7/10/21

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

Reviewed on: 11/11/24

## **3058**

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

Adopted on: 7/10/21

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

Reviewed on: 11/11/24

## **3059 Audio and Video Recording**

Students, staff, parents/guardians, and patrons should assume that any class or activity in the school may be recorded by the school district for legitimate educational purposes. There is no reasonable expectation of privacy within classrooms, common areas of the school building or on school grounds outside of the building. Recordings permitted pursuant to this policy may only be used for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

**Secret Recordings.** No person is permitted to make surreptitious recordings on school grounds unless authorized by the superintendent.

**Recordings Made by The District.** The district may use cameras or other devices for purposes of making security, safety, or other recordings when such recordings are deemed necessary or appropriate by an authorized representative of the district. The district will not maintain recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately may only be accessible by the authorized representative for a limited time. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

**Recordings Made by Parents/Guardians and Patrons.** Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

**Recordings Made by Staff.** Staff members may make recordings of classroom instruction, student behavior or performance, and school activities

without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

**Recordings Made by Students.** This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g., AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: 7/10/17

Revised on: 7/10/21, 6/12/23, 7/8/24

Reviewed on: 11/11/24

**3060**  
**Firearms and Weapons for Non-Students**

**Weapons.** No person may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. **Definition of Weapon.** The term “weapon” means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

**Firearms.** No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. **Definition of Firearm.** The term “firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

**Exceptions Regarding Firearms.** The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers’ Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training;
2. The possession of firearms by peace officers or other duly authorized law enforcement officers

The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical

reenactment, in a hunter education program, or as part of an honor guard;

5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

**Consequences.** In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

Adopted on: 7/8/24

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

Reviewed on: 11/11/24

2.13. Review, discuss, and take all necessary action for a design-build resolution for HPC track slab project.

A motion to approve the resolution for the HPC track slab project Passed with a motion by Erin Meyer and a second by Nathan Spurling.

Terry Carlstrom: Yea, Erin Meyer: Yea, Megan Pike: Yea, Nathan Spurling: Yea, Kraig Urkoski: Yea, Shane Van Pelt: Yea

## **3043 Design-Build Contracts**

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

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

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

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means High Plains Community Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Procedures for evaluating Proposals.**

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

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

- (1) The financial resources of the design-builder to complete the project **(up to ten percent)**;
- (2) The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
- (4) The quality of performance on previous projects **(up to thirty percent)**;
- (5) The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
- (6) The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

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

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

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

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

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

- A. Definitions.
  - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
  - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

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

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

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

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

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

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

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

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

Adopted on: 11/11/24

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

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

**RESOLUTION OF BOARD OF EDUCATION TO  
SELECT THE DESIGN-BUILD CONTRACT DELIVERY SYSTEM**

WHEREAS, the Board of Education ("Board") of High Plains Community Schools (legally known as Polk County School District 72-0075 and referred to herein as the "School District") believes it to be in the School District's best interests to use the design-build contract delivery system under the Nebraska Political Subdivisions Construction Alternatives Act ("Act") to complete the Track Project ("Project").

BE IT THEREFORE RESOLVED that the Board hereby selects the design-build contract delivery system to complete the Project because it is in the public interest based on the savings in cost or time and the requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

BE IT FURTHER RESOLVED that the Board hereby selects the design-build contract delivery system to complete the Project and authorizes, empowers and directs the School District's administration to develop policies for the Board to adopt and take all actions necessary to comply with the terms of the Act in proceeding with the design-build contract delivery system.

BE IT FURTHER RESOLVED that the Board directs the School District's administration to take all necessary action to solicit interest from a project criteria developer to assist the School District and perform all duties of performance criteria developer under the Act.

BE IT FURTHER RESOLVED that the Board directs the School District's administration to prepare a request for letters of interest and a request for proposals and publish notice of the same in a newspaper of general circulation within the School District and file it with the Nebraska Department of Education.

BE IT FURTHER RESOLVED that the following individuals are designated as members of the Design-Build Selection Committee:

- (1) Member(s) of the school board: \_\_\_\_\_
  - (2) Member(s) of the school administration or staff: \_\_\_\_\_
  - (3) The school's architect or engineer: \_\_\_\_\_
  - (4) Individuals having special expertise relevant to selection of a design-builder under the Act: \_\_\_\_\_
- and;
- (5) A resident of the school district other than an individual included in subdivisions (1) through (4): \_\_\_\_\_

BE IT FURTHER RESOLVED that all proposals received in response to the request for proposals are hereby referred to the Design-Build Selection Committee.

BE IT FURTHER RESOLVED that the selection committee and the District shall evaluate proposals taking into consideration the criteria and percentages listed below:

<b>Criteria</b>	<b>%</b>
The financial resources of the design-builder to complete the project (up to ten percent)	<b>5</b>
The ability of the proposed personnel of the design-builder to perform (up to thirty percent)	<b>25</b>
The character, integrity, reputation, judgment, experience, and efficiency of the design-builder (up to thirty percent)	<b>25</b>
The quality of performance on previous projects (up to thirty percent)	<b>25</b>
The ability of the design-builder to perform within the time specified (up to thirty percent)	<b>10</b>
The previous and existing compliance of the design-builder with laws relating to the contract (up to ten percent)	<b>5</b>
Such other information as may be secured having a bearing on the selection (up to twenty percent)	<b>5</b>
<b>TOTAL</b>	<b>100%</b>

BE IT FURTHER RESOLVED that all proposals received in response to any request for proposals are hereby referred to the Design-Build Risk Selection Committee.

BE IT FURTHER RESOLVED that the selection committee shall evaluate proposals taking into consideration the criteria and percentages listed above.

BE IT FURTHER RESOLVED that the three Design-Builders receiving the highest scores from the Design-Build Selection Committee shall be scheduled for interviews with the Board of Education at a school board meeting.

BE IT FURTHER RESOLVED that the School District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the Design-Build Selection Committee.

BE IT FURTHER RESOLVED that the School District will attempt to negotiate a Design-Build contract with the highest ranked design-builder and may enter into a design-build contract after these negotiations.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
President of the Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Education

## NOTICE

High Plains Community Schools (the "District") is planning to build a track slab with three to four runways, jumping pits for long jump, triple jump, high jump, and pole vault. The runways will be used for handoffs and exchange zone work. This is not a full track. This will also use the current piece of concrete at the practice field in Polk. (the "Project"). The High Plains Community Schools Board of Education passed a resolution to use the design-build contract delivery system pursuant to the Nebraska Political Subdivisions Construction Alternatives Act at its meeting on November 11th, 2024.

The District is seeking organizations and persons interested in serving as the District's Performance Criteria Developer ("PCD") during the Project. Any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from Superintendent Jason Brown. The policy describes the PCD's general responsibilities.

If you are interested in serving as the PCD for the Project, please submit a letter of interest to Superintendent Jason Brown, High Plains Community Schools, 260 S. Pine Street, Polk, NE 68654 by December 20th, 2024. This letter of interest should provide:

- (1) A statement of your qualifications and performance data, which should include your capabilities to perform, the adequacy of your personnel, your past record and performance, your experience, and any other information that you feel is appropriate;
- (2) Documentation showing that you are licensed or certified to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act; and
- (3) Your billing practices and/or billing rates and an estimate of what you may charge for serving as the District's PCD for the Project.

Questions and inquiries may be directed to Superintendent Brown at [jasonbrown@hpcstorm.org](mailto:jasonbrown@hpcstorm.org).

KAREN A. HAASE <sup>NE, SD, IA, WY</sup>  
STEVE WILLIAMS <sup>NE, SD</sup>  
BOBBY TRUHE <sup>NE, SD</sup>  
COADY H. PRUETT <sup>NE, SD, CO</sup>  
JORDAN JOHNSON <sup>NE, SD, WY</sup>



TYLER COVERDALE <sup>SD</sup>  
SARA HENTO <sup>SD, NE</sup>  
AMANDA DABNEY <sup>NE</sup>  
SHARI RUSSELL, Paralegal

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## M E M O R A N D U M

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**TO:** Superintendent Jason Brown and the High Plains Community Schools Board of Education

**FROM:** Steve Williams

**DATE:** October 29, 2024

**RE:** Design-Build Process

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I am writing this memorandum to explain the steps that the school district must follow to use the design-build construction method under the Nebraska Political Subdivisions Construction Alternatives Act (the "Act"). I have attached a copy of the Act. A design-build contract is a contract which is subject to qualification-based selection between a political subdivision and a design-builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Act and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act. NEB. REV. STAT. § 13-2903(3).

***Please have your board read this memo and the attached (or board adopted) policy carefully before it decides to proceed with the design-build method. As you will see, the district must follow very specific procedures.***

**Step 1: Resolution.** The board must adopt a resolution selecting the design-build delivery system. The resolution requires the affirmative vote of at least two-thirds of the board members. I have attached a suggested resolution.

**Step 2: Policy.** The board must adopt a policy which contains specific procedures the district must follow when using the design-build method of

206 SOUTH 13<sup>TH</sup> STREET, SUITE 1100  
LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO  
KSBSCHOOLLAW.COM  
(402) 804-8000

300 NORTH DAKOTA AVENUE, SUITE 609  
P.O. Box 2281  
SIOUX FALLS, SOUTH DAKOTA 57104

*ATTORNEYS LICENSED IN STATES INDICATED*

construction. As a policy subscriber, you have likely already adopted our recommended policy (3043 Design-Build Contracts).

**Step 3: Hire a Performance Criteria Developer.** The district must select and hire a performance criteria developer ("PCD"). The Act defines a PCD as any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Engineers and Architects Regulation Act who is selected by the district to assist it in the development of project performance criteria, requests for proposals, evaluation of proposals, evaluation of construction under the design-build contract to determine adherence to the performance criteria, and any additional services requested by the district to represent its interests in relation to a project. In short, the district must hire an architect or engineer to be the district's advocate during the design-build project.

The procedures for selecting and hiring a PCD must be consistent with the Nebraska Consultants' Competitive Negotiation Act. These procedures are included in our suggested policy. I have attached a draft PCD solicitation notice.

**Step 4: Prepare a Request for Letters of Interest for Design-Bid Proposals.** After the PCD is selected, the district must prepare requests for letters of interest for design-bid proposals. The requests for letters of interest must describe the project in sufficient detail to permit a design-builder to submit a letter of interest. The request for letters of interest must also be published in a newspaper of general circulation within the district at least thirty days prior to the deadline for receiving letters of interest and sent by first-class mail to any design-builder upon request. A sample request is attached.

**Step 5: Prequalify Design-Builders.** In consultation with the PCD, the district must review the letters of interest and select prospective design-builders in accordance with the district's policy. The district must select at least three prospective design-builders (except that if only two design-builders submit letters of interest, the district must select at least two prospective design-builders). The selected design builders are then considered "prequalified" to receive and respond to the request for proposals.

**Step 6: Prepare Requests for Proposals.** The district must prepare a request for proposals ("RFP") for the design-build contract. Notice of the RFP must be published in a newspaper of general circulation within the district at least thirty days prior to the deadline for receiving and opening proposals. The district must file the notice of the RFP with the Nebraska Department of Education at least thirty days prior to the deadline for receiving and opening proposals. The RFP must also be sent to the prequalified design-builders only.

I can prepare the RFP or review your PDC's preferred RFP to make sure that it complies with statutory requirements.

**Step 7: Create a Selection Committee.** The district must refer proposals for recommendation to a selection committee. The composition of the committee is controlled by statute, and must include at least one person from each of the following categories:

1. Members of the governing body;
2. Members of the administration or staff of the school;
3. The board's architect or engineer;
4. Any person having special expertise relevant to the selection of a construction manager under the Act; and
5. A district resident other than a person in subparagraphs 1-4.

The person selected in subparagraphs 4 or 5 cannot be employed by or have a financial interest in a design-builder who has a proposal being evaluated and cannot be employed by the district or the PCD.

**Step 8: Evaluation of Proposals by Selection Committee.** The selection committee must evaluate proposals taking into consideration the following criteria, when applicable (with the maximum percentage of total points for evaluation which may be assigned to each criterion):

- (a) The financial resources of the design-builder (up to 10%);
- (b) The ability of the proposed personnel of the design-builder (up to 30%);
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder (up to 30%);
- (d) The quality of performance on previous projects (up to 30%);
- (e) The ability of the design-builder to perform within the time specified (up to 30%);
- (f) The previous and existing compliance of the design-builder with laws relating to the contract (up to 10%); and
- (g) Such other information as may be secured having a bearing on the selection (up to 20%).

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

**Step 9: Select a Design-Builder and Negotiate a Contract.** The district may only proceed to negotiate and enter into a design-build contract

if there are at least two proposals from prequalified design-builders. The district must rank the design-builders in order of preference according to the request for proposals and taking into consideration the selection committee's recommendation. The district then must negotiate a design-build contract with the highest ranked design-builder. If the district cannot negotiate a satisfactory design-build contract with the highest ranked design-builder, the district may negotiate with the second highest ranked design-builder. If the district cannot negotiate a satisfactory design-build contract with the second highest ranked design-builder, the district may negotiate with the third highest ranked design-builder, if any. If the district is unable to negotiate a satisfactory contract with any of the ranked design-builders, the district may revise the RFP and solicit new proposals or cancel the design-build process. The district must file a copy of all design-build contract documents with the Nebraska Department of Education within thirty days after their full execution. I will assist the district to amend and prepare a contract.

**Conclusion.** I hope this memorandum is helpful to you and the board in deciding whether to proceed with one of these methods. Of course, I would be happy to assist you in any way if you decide to go forward with the project. Please do not hesitate to contact me with questions or concerns.

### **Attachments**

- Political Subdivisions Construction Alternatives Act  
Resolution
- PCD Solicitation Notice
- Request for Letters of Interest

3. Executive Session

4. Motion to Adjourn

A motion to adjourn the meeting and set the next regular meeting for \_\_\_Dec 9\_\_\_ at 7 AM. 7:59pm. Passed with a motion by Nathan Spurling and a second by Megan Pike.

Terry Carlstrom: Yea, Erin Meyer: Yea, Megan Pike: Yea, Nathan Spurling: Yea, Kraig Urkoski: Yea, Shane Van Pelt: Yea

5. **\*CLOSED SESSION: If, during the course of the meeting, discussion of any item on the agenda should be held in closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Act**

6. **\*SEQUENCE OF AGENDA: The sequence of agenda topics is subject to change at the discretion of the board.**

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Chairperson

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Superintendent