

Board of Education Study Session

School District of Seward

410 South Street

Seward, NE 68434

Monday, November 9, 2020 5:30 PM

Attendance Taken at 5:36 PM.

Paul Duer: Present

Jill Hochstein: Present

Jana Hughes: Present

Jerry Rumery: Present

Ryne Seaman: Present

Danielle Shipley: Present

1. Preliminary Procedures

1. Call meeting to order & announce Open Meetings Act is Posted

2. Public Notice as publicized per board policy

The public notice was publicized in the Seward Independent and posted at city hall, library and the courthouse. The public notice was dated November 4, 2020.

3. Roll Call

Two board members joined the meeting by zoom.

1. Action to excuse board members if necessary

2. Possible Discussion Items

1. Special Building Fund Projects

Dr. Fields and Tom Vajgrt discussed the bids for the greenhouse project. Jessica Dominy discussed the elementary playground project. The elementary PTO has done two fundraisers this school year to help fund this project.

2. TIF Discussion

Dr. Fields discussed TIF and what was discussed at a meeting with city officials and a few city council members.

3. Policy Update

Dr. Fields discussed policy updates with the board.

4. Community Wellness Committee

Jana Hughes and Dr. Fields discussed the community wellness committee and what projects they are looking at for the community.

5. November PD Day

Dr. Fields discussed the November Professional Development Day and options for staff.

3. Adjournment

President Seaman adjourned the meeting at 6:42 p.m.

Please publish the following legal notice in the November 4, 2020 edition of the Seward County Independent. Thank you.

NOTICE OF SCHOOL BOARD MEETING

The board of education of the School District of Seward will meet in regular session on Monday, November 9, 2020 at 5:30 p.m. for a board study session to be followed by the 7:00 p.m. regular business meeting. The meeting will be held at the Administrative Offices located at 410 South St., Seward, Nebraska. An agenda for the meeting which shall be kept continually current is readily available for public inspection at the Superintendent's Office during normal business hours.

To view the agenda go to <http://SewardPublicSchools.org/> and find the eMeeting link.



COMMISSIONER'S GUIDANCE ON INSTRUCTIONAL HOURS

A handwritten signature in white ink, reading "Matthew L. Blomstedt".

Matthew L. Blomstedt, Ph.D.
Commissioner of Education

Commissioner's Guidance on Instructional Hours

Rules 10 and 14

Topic Summary: Flexibilities for Instructional Hours

Issue Date: October 2, 2020

Expiration Date: June 30, 2021

The State Board of Education, in the [Rule 62 declaratory order](#), directed the Commissioner to promote innovation and provide reasonable flexibility and guidance on the provisions of Rule 10 and Rule 14 for the 2020-21 school year to school systems and school districts.

Therefore, the Commissioner is providing reasonable flexibility for school systems and school districts as it relates to instructional hours. School systems and school districts may utilize instructional hours for additional professional learning, teacher and/or staff work time, or time for teachers to consult with parents/caregivers. Up to 12 hours per quarter (or 24 hours per semester or 48 hours per school year) may be used for those purposes. These hours should be used throughout the 2020-2021 school year and are not intended to shorten the semester or the school year. If school systems need to adjust because of COVID-19 impacts, other accommodations can be made.

Other compelling reasons for not meeting instructional hours this year due to COVID-19:

- Significant disruptions in regular school operations
- Difficulty tracking instructional hours for remote and hybrid learning environments
- Need for parent/guardian engagement with teachers or parent-teacher conferences

Each district that does not meet instructional hour requirements or chooses to use the option detailed above will still need to complete and submit an affidavit at the end of the year detailing the specifics of their case, and outlining all efforts made to reach the instructional hour/unit requirements.

During the school year, decisions impacting scheduling and modalities for learning should be documented thoroughly to ensure ease in completing the affidavit.

Topic Summary: Flexibilities for Instructional Hours, *Special Education*

Issue Date: October 15, 2020

In regards to the aforementioned "Commissioner's Guidance," allowing flexibilities for instructional hours, The Office of Special Education would like to outline specific implications to Special Education. As noted in the guidance, the Commissioner is providing reasonable flexibility for school systems and school districts as it relates to instructional hours. School systems and school districts may utilize instructional hours for additional professional learning, teacher and/or staff work time, or time for teachers to consult with parents/caregivers. Up to 12 hours per quarter (or 24 hours per semester or 48 hours per school year) may be used for those purposes. These hours should be used throughout the 2020-2021 school year and are not intended to shorten the semester or the school year. If school systems need to adjust because of COVID-19 impacts, other accommodations can be made.

Should these flexibilities with instructional hours be utilized within a school district, this does not obviate any of the obligations districts have to students receiving special education services under the Individuals with Disabilities Education Act (IDEA). Students receiving special education services through an Individual Education Plan (IEP) or an Individualized Family Service Plan (IFSP) must receive the same services in accordance with that child's individual Plan unless that Plan is amended following the same procedures as any other amendment.

Depending on each individual Plan, districts may need to initiate an IEP team meeting to consider amending the instructional minutes to reflect any modifications to the district's previously published calendar in response to these new flexibilities. Alternatively, school districts may create new opportunities to ensure that each student receives the instructional minutes outlined in the current Plan in any manner consistent with the IDEA.

As with all guidance issued by the Nebraska Department of Education, The Office of Special Education reminds districts that no matter what primary instructional delivery approach is chosen, districts and IEP teams remain responsible for ensuring that a free appropriate public education (FAPE) is provided to all children with disabilities.



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Brilliant design. Set in motion.

Proposal For:

Seward Elementary School

Proposed 10/08/2020

By Gordon Block



**917 W 7th Street
Gothenburg, NE 69138**

Proposal

Date	Quote #
10/5/2020	2117

Name / Address
Seward Elementary School 410 South St. Seward, NE 68434-2541

Ship To
Jessica Dominy Seward Elementary School 410 South St. Seward, NE 68434-2541

Terms		Rep	Project/PO		FOB
50% prepay balance due net 30		GB			
Qty	U/M	Item Code	Description	Rate	Total
1	ea	Custom SRP Pl...	Play Structure Area Customized SRP playground QUO0209931 Drawing number:PS5-34084 Color:TBD Footing:Inground Surface type:Rubber Mulch Surface depth:6"	106,092.61	106,092.61
27	ea	75 cf Nuplay E...	Nuplay rubber mulch coated earthtone for 64x64 area @ 6" deep	555.00	14,985.00
63	ea	4'x12" Border	4'x12" Black plastic border timbers with stake for 256 linear feet	35.00	2,205.00
1	ea	12" ADA ramp ...	12" ADA ramp for 12" borders double, black, with spikes and filler ends	1,130.00	1,130.00
4		SW 36"x60" S...	36"x60"X2" Thick - Recycled Rubber, in stock, SW brand, black only	65.00	260.00
1	ea	TFR3504XX	Swing and Play Area 3.5" Arch post 4 bay swing with belt seats, chain, and s-hooks Color: TBD	5,333.00	5,333.00
Phone #		Fax #	E-mail	Web Site	Total
308.537.3470		402.975.6006	lorenb@sterlingwest.net	www.sterlingwest.net	
					50% Due Upon Order

Quote Accepted By

Please sign and email or fax back. Thank you.



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Qty	U/M	Item Code	Description	Rate	Total
1	ea	BSIS-512	SRP Inclusive swing seat, w/chain, age 5-12 Color: TBD	488.00	488.00
2	ea	PLD0018GRXX	3.5" Arch Swing frame with green Team seat, 8' top rail Frame color: TBD	6,329.00	12,658.00
1	ea	87000024XX	SRP Matrix Climber Half Dome Color: TBD	7,631.00	7,631.00
1	ea	DD1508SM	Footings: Inground Surface and depth: Rubber Mulch 6" Daisy Dash electronic playground with shade, 15' diameter, 8' eave height, surface mount Metal color: Fabric color:	8,959.00	8,959.00
43	ea	75 cf Nuplay E...	Nuplay rubber mulch coated earthtone, for 64'x100' area @ 6" deep	555.00	23,865.00
82	ea	4'x12" Border	4'x12" Black plastic border timbers with stake for 328 linear feet	35.00	2,870.00
1	ea	12" ADA ramp ...	12" ADA ramp for 12" borders double, black, with spikes and filler ends	1,130.00	1,130.00
6		SW 36"x60" S...	36"x60"X2" Thick - Recycled Rubber, in stock, SW brand, black only	65.00	390.00
Phone #		Fax #	E-mail	Web Site	Total
308.537.3470		402.975.6006	lorenb@sterlingwest.net	www.sterlingwest.net	50% Due Upon Order

Quote Accepted By

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Proposal

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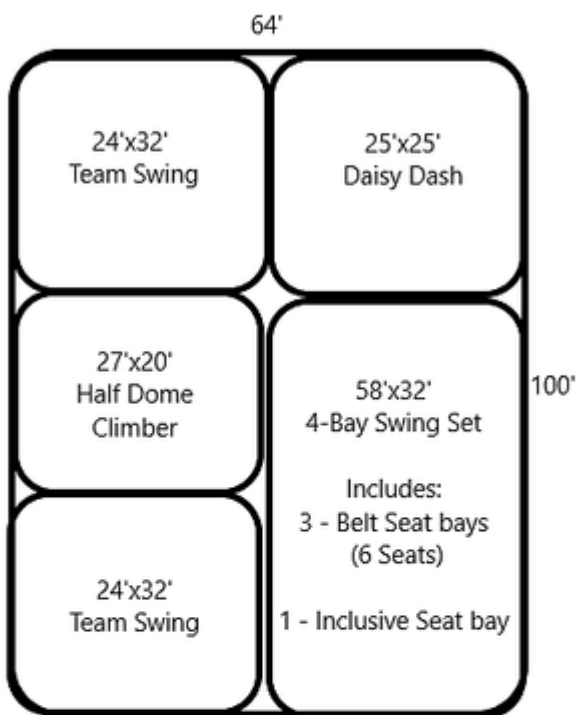
Ship To
Jessica Dominy Seward Elementary School 410 South St. Seward, NE 68434-2541

Terms		Rep	Project/PO		FOB
50% prepay balance due net 30		GB			
Qty	U/M	Item Code	Description	Rate	Total
1	ea	E050832XX	SRP Rockin' Glide, wheelchair accessible, no fall height, no use zone Color: TBD Mounting: ***DOES NOT include 12' ramp, ramp estimated cost is an additional \$5,000-\$8,000***	14,560.00	14,560.00
7		Certified Overs...	Playground install overseer per day	1,450.00	10,150.00
1		Freight	Freight estimate only - actual freight figured on final invoice - For All play pieces, surfacing, borders, ramps, mats.	14,000.00	14,000.00
Phone #		Fax #	E-mail	Web Site	Total \$226,706.61 50% Due Upon Order
308.537.3470		402.975.6006	lorenb@sterlingwest.net	www.sterlingwest.net	

Quote good for 30 days. terms 50% due upon order 50% due net 30. Actual shipping charges invoiced may differ from this quote. All drawings, renderings, specifications, and supporting documents are property of Sterling West until a signed commitment has been received by Sterling West.

Quote Accepted By _____

Please sign and email or fax back. Thank you.





Sterling West PS5-34084

STRUCTURE PS5-34084

For illustration purposes only. Colors may vary.

COLOR KEY

Posts | Butterscotch
Metals | Starry Night
Plastics | Dark Blue
Panels | Feather Gray
Sandwich Panels | Feather Gray/Black/Feather Gray

Post Caps | Black
Decks | Brown

S
SUPERIOR
RECREATIONAL PRODUCTS
play. relax. live.



Sterling West PS5-34084

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For illustration purposes only. Colors may vary.

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Daisy Dash™

DD1508IG

Age Range: 2-5, 5-12

Dimensions: 15' dia. x 8' height

Weight: 670 lbs.



Flower Panel



Control Panel



DESCRIPTION

The Daisy Dash™ is a game designed to get you moving! Play against the clock to touch each daisy sensor as it lights up. See how many lights you can touch before the clock runs out. Simply turn the rotator on the leaf panel to begin.

- Inclusive design
- Shaded electronic reactions game
- Includes 1 control panel and 5 sensors
- Powered by user rotating control panel
- Rotation charges internal battery cell
- Timer lasts 20 seconds
- Shade includes our Glide Elbow™
- Patent-pending

QUICK REFERENCE

Mounting Type: In-Ground

Color Scheme: Powder coat and fabric colors

Material Type: Powder coated steel posts and shade fabric

Surfacing: Requires 12 inches of surfacing

SHADE COLORS



POWDER COAT COLORS

Gloss



Matte, Textured, or Metallic



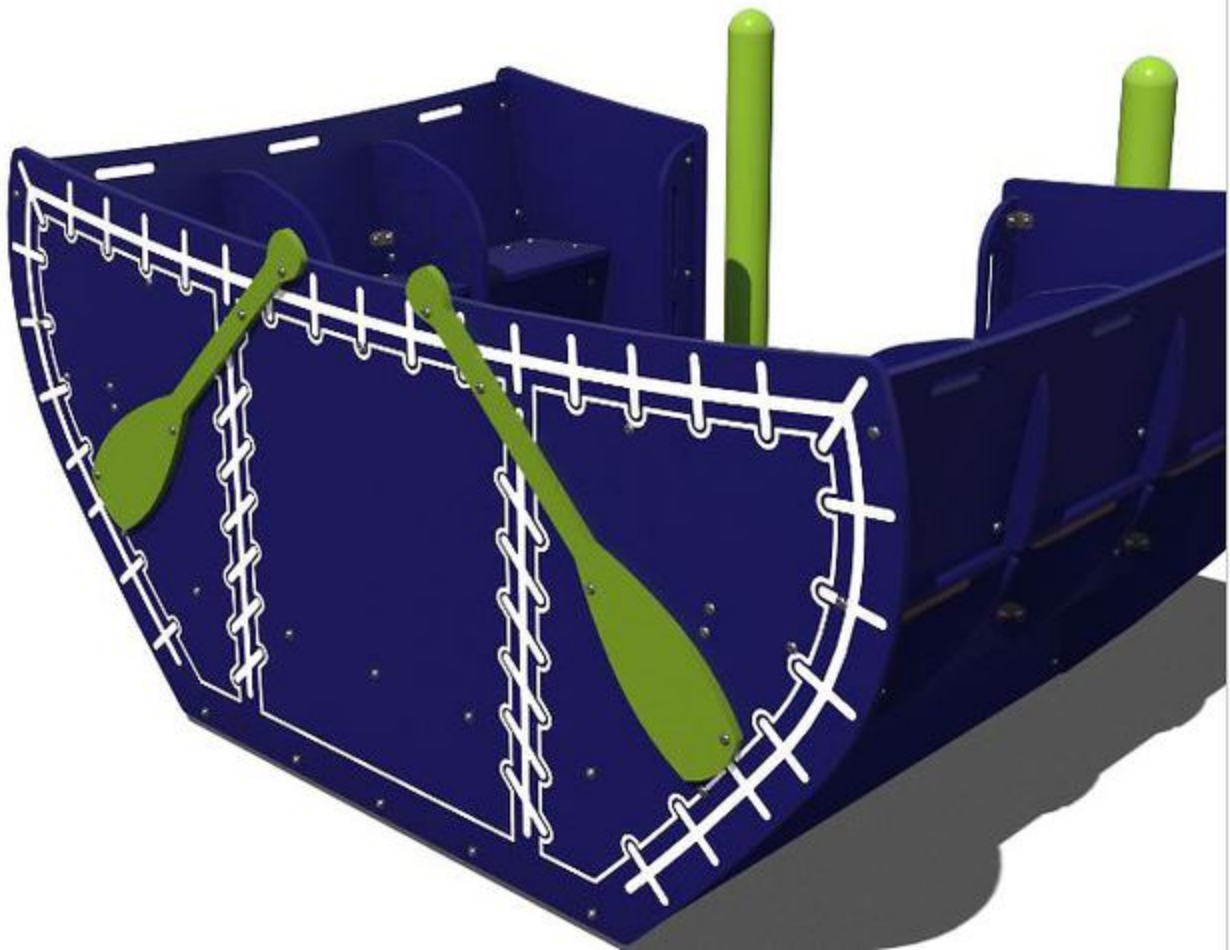


MOTION & MOVEMENT

-ROCKIN GLIDE

-ALLOWS INDIVIDUALS USING MOBILITY DEVICES THE ABILITY TO ENJOY A MOTION ACTIVITY WITH THEIR FRIENDS WITHOUT HAVING TO TRANSFER OUT OF THEIR WHEELCHAIR

-PROVIDES SENSORY RICH FEEDBACK TO PROVIDE VESTIBULAR FEEDBACK WHICH IS IMPORTANT FOR BALANCE AND UNDERSTANDING OF WHERE THE BODY IS IN RELATION TO THE EARTH







Inclusive Swing Seat



2-5



5-12

DESCRIPTION

This inclusive seat features a harness that is engineered to not only secure the child within the swing but also to sustain a healthy upright position within the seat and central body core. Children with special needs feel confident to enjoy the exhilaration of the swing within the supportive seat structure and the freedom to swing at greater heights safely.

Top Bar Size	2-5 Years	5-12 Years
2 3/8"	BSIS25-G2	BSIS512-G2
3 1/2"	BSIS25-G3	BSIS512-G3
5"	BSIS25-G5	BSIS512-G5

QUICK REFERENCE

Age Range: 2-5, 5-12
Mounting Type: N/A
Color Scheme: Red/Yellow (2-5), Blue/Yellow (5-12)
Weight: 672 lbs.
Material Type: Roto-Molded Plastic

INCLUDES

- Seat
- Galvanized Chain



Rubber Mulch

- Low maintenance
- Lasts forever
- Does not break down

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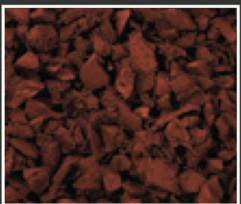
Brilliant design. Set in motion.

Sterling West mulch stands alone as the industry's hallmark recycled rubber mulch. This realistically-textured ground cover is made from 100% recycled rubber and will not fade, rot, compress or lose its original beauty, even after years of exposure to the elements. Rubber mulch is the ideal solution to the annual routine of replacing your faded wood mulch. Your landscape will look as good as the day you installed it for years to come.



Description: Black: 100% shredded black material; average size piece is 1/2" to 2" in length.
Red, Green, Brown, Blue: 1/2" to 3/4" nuggets

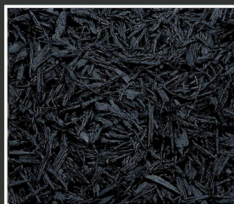
- 10 year warranty against complete color loss
- 100% recycled rubber, Colorant
- Inhibits growth of Molds and Fungi, reducing allergy risk.
- Good insulation, preserves ground moisture without absorption, helping to keep plants healthy
 - Does not attract termites, carpenter ants or other harmful insects
- Provides superior drainage
- No more annual mulching
- Stays in place
- Save time and money
- Walkways and path, landscaping, golf courses, municipalities, parks and playgrounds.



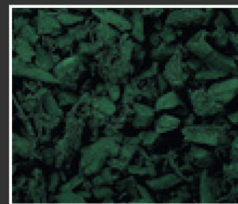
Redwood



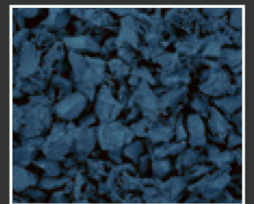
Earthtone



Black Shredded



Forest Green



Caribbean Blue

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PRODUCTS



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Brilliant design. Set in motion.



12" Border Timber

52"L x 4"W x 12"H (48" Spike to Spike)

Item #: 2BY2412



8" Border Timber

52"L x 4"W x 8"H (48" Spike to Spike)

Item #: 2BY2408





January 1, 2020

To Whom It May Concern,

This letter is to certify that IMC Outdoor Living will utilize 100% Nebraska tire rubber as a service to Sterling West and warrants that the volume of material to be used for this project originated in Nebraska. If you need any further information regarding this please do not hesitate to contact us.

Very Best Regards,

Justin Coliny

Director of Business Development

IMC Outdoor Living





sterling west

917 W 7th Street | Gothenburg, NE 69138

phone 877-537-3470

www.sterlingwest.net

To Our Valued Customer,

Subject: **Nebraska DEQ Scrap Tire Grant Application Information**

Please use the following contact information for partial reimbursement for the purchase of tire-derived products and/or crumb rubber. crumb rubber is 50% of the product cost and freight. The reimbursement for rubber tiles and poured-in-place is 25% and includes freight, product cost and installation.

CONTACT: Nebraska Department of Environmental Quality

Contact: Ruth Johnston

PO Box 98922

Lincoln, NE 68609-2603

PHONE: 877.253.2603

WEBSITE: <http://deq.ne.gov/NDEQProg.nsf/OnWeb/ScrapTire>

The grant is only available online, sometime after December 1 and deadline is February 1. Sterling West will provide you with a free quote and letter with proof of Nebraska tires for your upcoming project. Alternately, we can provide documentation of your past purchases that qualify for a retroactive grant application

877.537.3470

sales@sterlingwest.net



September 23, 2020

Seward High School
Seward, NE

Attn: Josh Fields

Thank you for the opportunity to provide a quotation for the greenhouse project located in Seward, NE. Stuppy is a family owned greenhouse manufacturing company that began operations in 1873. We manufacture innovative designs that provide industry leading strength and value for our customers.

We are pleased to present the following proposal to provide one 24' X 48' of Rainbow Plus greenhouse based on your recent request for quotation.

Project Summary:

Materials Only Proposal

- **Structure:**
 - (1) Block of (1) houses 24' X 48' Rainbow Plus
 - Sidewall Height: 8'
 - Columns will be set in concrete piers.
 - Code Design: Structure will be designed to meet your local building code.
 - Additional Structural Information:
 - Columns: 2.875" o.d. round galvanized steel 13 gauge
 - 6' column spacing
 - 6' truss spacing
 - (2) Steel Gutter(s)-Downspout outlet included; PVC pipe to grade not included; Splashblock excluded
 - Endwalls: (2 each) 3" x 2" rectangle galvanized steel endwall packages
 - Structure will set be manufactured to gutter connect to existing Rainbow Plus structure. (2) Outside gutter runs are included.
- **Doors:**
 - No doors included in quotation.
- **Heating Equipment:**
 - (2) Modine HD60 Ss 60,000 BTU/HR input Heater High Efficiency Stainless Steel Heater.
 - **Fuel Type:** Propane



- **Temperature Differential:** 60
- **Heater Hangers:** Includes
- **Heater Stacking:** Includes Piping to exit on endwall. Stuppy doesn't recommend roof penetration.
- **Heater Specifications:** Heater is equipped with stainless steel exchangers and burners as well as intermittent pilot and power vent. Includes heater hanger kit and single wall vent pipe for heater.
- **Ventilation:**
 - (2) AL-30J – American Coolair Aluminum 30"1/2 hp exhaust fan. Fan includes rotary belt tensioner, shutter side guard and exterior guard for safety. 1 speed 115v single phase and a 2 speed 115v single phase
 - LRW27E 27" Aluminum motorized inlet gable shutter 115v single phase.
 - 2' x 21' rack and pinion exterior motorized vent. Powered by a Wadsworth VC-2000 motor.
 - 2' x 21' x 4" Open Top PVC Self Supporting Evaporative Cooling System. Includes submersible pump and all necessary hardware. Exterior tank is not required.
- **Air Circulation:** Acme 20" HAF fan (2 each)
- **Environmental Controls:**
 - No Greenhouse Control System is included.
- **Covering Material:**
 - **Roof Covering:** 8mm Clear Twinwall Polycarbonate covering.
 - **Sidewall Covering:** 8mm Clear Twinwall Polycarbonate covering for (1) side wall.
 - **Endwall Covering:** 8mm Clear Twinwall Polycarbonate covering.
- **Shade Cloth:**
 - Shade cloth sized for the roof 50% green knit. Includes attachment hardware.
- **Aluminum Extrusions & Accessories:**
 - Aluminum extrusions for roof, sides, & endwalls are included. Also, includes Aluminum baseboard for sides & ends. Includes hardware, flashings & sealants.
- **Drawings:**
 - (3) Sets of Nebraska Stamped Engineer Prints will be Provided



- **Additional Terms:**

- Additional framing or Unistrut used to mount controllers is not included.
- Backflow preventer/Pressure Regulator Valve by Others. Required supply is 1" pvc with 50 psi at greenhouse for proper operation.
- Wiring diagram for greenhouse equipment will be included.
- Masonry or foundation installation shall not be constructed prior to approval of the greenhouse drawings.
- Stamped MEP's are included (if required).
- Structural and/or Covering changes required due to building code compliance may result in additional costs.
- For base-plated columns that bolt down to concrete foundation the greenhouse structure is designed to meet the governing building code adopted by the Authority Having Jurisdiction (AHJ). The drawings and calculations of the primary structural components of the greenhouse will be sealed by a licensed professional engineer. The engineer designing the greenhouse structure is considered a delegated design engineer and is not the Engineer-of-Record (EOR) for the project. The design of the concrete foundation and concrete anchor bolt embedment is specifically excluded from this proposal and should be provided by the EOR for the project. Reactions will be provided for the EOR to complete the foundation drawings. However, for pier supported greenhouses, the greenhouse engineer may be considered the EOR.



Customer Responsibility for Receiving Truck Shipments

TRUCK SHIPMENTS: You are responsible for the following:

1. Locating the Packing List – (Attached to a Carton)
2. Unloading of all Material
3. Verifying Count Against Bill of Lading
4. Noting any Damages/Shortages on Bill of Lading
5. Properly Storing ALL Materials
6. Security of ALL Materials

ALL CARTONS CONTAINING EQUIPMENT SHOULD BE OPENED IMMEDIATELY to check for concealed damage. Retain shipping cartons for inspection by carrier if damage or shortage is apparent. Notify carrier and request inspection or contact our Customer Service Department at 1-800-733-5025. Truck claims for shortages or damages must be filed immediately.

Orders for replacement of damaged or lost material will be billed to your account. We will assist you in filing claims provided shipping documents are properly noted with DAMAGE or SHORTAGE notations. You have no recourse to recover these costs if freight bills are signed improperly.

Contact our Customer Service staff if you encounter any of these problems.

Educate your staff responsible for receiving this shipment. IT CAN COST YOU MONEY if procedures required by the truck lines are not followed precisely by your staff.

I have read and understand my responsibility regarding the shipment(s).

Owner or Authorized Agent



Terms and Conditions

1. **FREIGHT:** Freight is included. Customer to unload and store materials.
2. **VALIDITY:** 60 days
3. **SCHEDULE:** A schedule will be issued upon receipt of executed contract or letter of intent. Submittal approval will also affect scheduling and lead times.
4. **CHANGES:** Changes in engineering details of any order which may be requested after approval drawings or after fabrication commences are subject to engineering charges and to factory charges on in-process work already completed and affected by the change.
5. **CANCELLATION:** In the event of cancellation for products which are to be specifically constructed or adapted for use, the buyer agrees that cancellation shall be confirmed in writing. The buyer shall reimburse Stuppy for actual costs and damages incurred, including, but not limited to engineering, fabrication and restocking expense.
6. **WARRANTY:** Stuppy Standard One Year Material Warranty Applies. The buyer assumes all risks and liability for results of use of the products. Buyer's sole remedy and exclusive remedy against Stuppy shall be for the replacement of defective parts. Labor is excluded. Warranties expressed or implied on purchased parts such as electric motors, pumps and controllers are limited to the terms of the warranty extended by the manufacturer. Stuppy assumes no obligation or liability due to any recommendations, opinions, or advice as to the choice, installation or use of products. Any such recommendations, opinions, or advice are given and shall be accepted at the buyer's risk and shall not constitute any warranty or guarantee of such products or their performance.
7. **NON-PAYMENT:** If the buyer fails to make payments to Stuppy in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination; or at Stuppy's option, cause for suspension of material deliveries and/or work. In the event of a suspension of deliveries or work, Stuppy shall have no liability to the buyer for delay or damage caused because of such suspension. Before resuming deliveries and work Stuppy shall be paid all sums due prior to the suspension and any expenses incurred in the interruption and/or resumption of deliveries or work.
8. **TERMINATION:** This agreement may be terminated by either party upon not less than seven days written notice, should either party fail to substantially perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of Stuppy, Stuppy shall be compensated for all



- materials and work performed prior to termination, together with expenses plus profit directly attributed to the termination.
9. **INDEMNIFICATION:** To the fullest extent permitted by law Stuppy, Inc. and the buyer agree to mutually indemnify and hold harmless from and against any liability costs, damages, or expenses arising from the failure of Stuppy, or buyer to perform or comply with any provisions or requirements of their respective work of the project.
 10. **CLAIMS:** Claims by either party must be submitted within 21 days after occurrence of the event. Written notice shall be given for claims for money, time and injury or damage to personal property.
 11. Stuppy nor its agent shall be held liable for any claims verbal, written or digital content that have estimated or expected expenses, revenue, plant growth or output.
 12. **CONSEQUENTIAL DAMAGES:** Stuppy, Inc. and the buyer shall waive claims against each other for consequential damages arising out of or relating to the proposal/contract.
 13. **RETURNED GOODS:** Products must receive written permission prior to return. Goods returned which were shipped as ordered and are without manufacturing defect will be subject to a 15% handling charge in addition to whatever expense may be necessary to restore them to salable condition. Transportation charges on goods returned must be prepaid. Only products of current design and in salable condition will be considered for credit.



Pricing

Thank you again for the opportunity to provide this proposal. Please contact Chad Gooley at 816-260-9218 if we can help in any way.

Should you choose all options above your signature below will execute this proposal and serve as the contract for the sum of:

Materials Only Quotation
Thirty-Four Thousand, Six Hundred Dollars and no/100
\$34,600.00

MATERIALS PAYMENT TERMS: School Purchase Order to process. 50% Deposit. Balance Due at Completion

TAXES: Taxes are NOT included in the pricing above. Owner is responsible for all taxes that apply.

FREIGHT: Freight is included in pricing above.

Acknowledged and Accepted:

By: _____

Title: _____

Date: _____



Additional Suggested Considerations:

Bench Heating:

Heat₂O™ Hydronic Heating Systems: highly efficient, even heat to promote healthy growth that's controlled and customizable, for both bench and floor areas. higher seed germination rates, accelerated rooting in young plants, and faster plant growth. Fully manufactured and designed by Stuppy.

Interior Energy/Shade system:

Interior energy/shade system eliminates the need to install shade cloth manually on roof of greenhouse. Interior system closes at night and reduces heat loss by 30%. System is connected to environmental controls for automatic operation. This system is a great and safe alternative to having teacher/students/owner install shade cloth seasonally.



September 23, 2020

Seward High School
Seward, NE

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- **Heating Equipment:**
 - (2) Modine HD75 Ss 75,000 BTU/HR input Heater High Efficiency Stainless Steel Heater.
 - **Fuel Type:** Propane



- **Temperature Differential:** 60
- **Heater Hangers:** Includes
- **Heater Stacking:** Includes Piping to exit on endwall. Stuppy doesn't recommend roof penetration.
- **Heater Specifications:** Heater is equipped with stainless steel exchangers and burners as well as intermittent pilot and power vent. Includes heater hanger kit and single wall vent pipe for heater.
- **Ventilation:**
 - (2) AL-36J – American Coolair Aluminum 36"1/2 hp exhaust fan. Fan includes rotary belt tensioner, shutter side guard and exterior guard for safety. 1 speed 115v single phase and a 2 speed 115v single phase
 - LRW33E 33" Aluminum motorized inlet gable shutter 115v single phase.
 - 2' x 27' rack and pinion exterior motorized vent. Powered by a Wadsworth VC-2000 motor.
 - 2' x 27' x 4" Open Top PVC Self Supporting Evaporative Cooling System. Includes submersible pump and all necessary hardware. Exterior tank is not required.
- **Air Circulation:** Acme 20" HAF fan (2 each)
- **Environmental Controls:**
 - No Greenhouse Control System is included.
- **Covering Material:**
 - **Roof Covering:** 8mm Clear Twinwall Polycarbonate covering.
 - **Sidewall Covering:** 8mm Clear Twinwall Polycarbonate covering for (1) side wall.
 - **Endwall Covering:** 8mm Clear Twinwall Polycarbonate covering.
- **Shade Cloth:**
 - Shade cloth sized for the roof 50% green knit. Includes attachment hardware.
- **Aluminum Extrusions & Accessories:**
 - Aluminum extrusions for roof, sides, & endwalls are included. Also, includes Aluminum baseboard for sides & ends. Includes hardware, flashings & sealants.
- **Drawings:**
 - (3) Sets of Nebraska Stamped Engineer Prints will be Provided



- **Additional Terms:**

- Additional framing or Unistrut used to mount controllers is not included.
- Backflow preventer/Pressure Regulator Valve by Others. Required supply is 1" pvc with 50 psi at greenhouse for proper operation.
- Wiring diagram for greenhouse equipment will be included.
- Masonry or foundation installation shall not be constructed prior to approval of the greenhouse drawings.
- Stamped MEP's are included (if required).
- Structural and/or Covering changes required due to building code compliance may result in additional costs.
- For base-plated columns that bolt down to concrete foundation the greenhouse structure is designed to meet the governing building code adopted by the Authority Having Jurisdiction (AHJ). The drawings and calculations of the primary structural components of the greenhouse will be sealed by a licensed professional engineer. The engineer designing the greenhouse structure is considered a delegated design engineer and is not the Engineer-of-Record (EOR) for the project. The design of the concrete foundation and concrete anchor bolt embedment is specifically excluded from this proposal and should be provided by the EOR for the project. Reactions will be provided for the EOR to complete the foundation drawings. However, for pier supported greenhouses, the greenhouse engineer may be considered the EOR.



Customer Responsibility for Receiving Truck Shipments

TRUCK SHIPMENTS: You are responsible for the following:

1. Locating the Packing List – (Attached to a Carton)
2. Unloading of all Material
3. Verifying Count Against Bill of Lading
4. Noting any Damages/Shortages on Bill of Lading
5. Properly Storing ALL Materials
6. Security of ALL Materials

ALL CARTONS CONTAINING EQUIPMENT SHOULD BE OPENED IMMEDIATELY to check for concealed damage. Retain shipping cartons for inspection by carrier if damage or shortage is apparent. Notify carrier and request inspection or contact our Customer Service Department at 1-800-733-5025. Truck claims for shortages or damages must be filed immediately.

Orders for replacement of damaged or lost material will be billed to your account. We will assist you in filing claims provided shipping documents are properly noted with DAMAGE or SHORTAGE notations. You have no recourse to recover these costs if freight bills are signed improperly.

Contact our Customer Service staff if you encounter any of these problems.

Educate your staff responsible for receiving this shipment. IT CAN COST YOU MONEY if procedures required by the truck lines are not followed precisely by your staff.

I have read and understand my responsibility regarding the shipment(s).

Owner or Authorized Agent

Terms and Conditions

1. **FREIGHT:** Freight is included. Customer to unload and store materials.
2. **VALIDITY:** 60 days
3. **SCHEDULE:** A schedule will be issued upon receipt of executed contract or letter of intent. Submittal approval will also affect scheduling and lead times.
4. **CHANGES:** Changes in engineering details of any order which may be requested after approval drawings or after fabrication commences are subject to engineering charges and to factory charges on in-process work already completed and affected by the change.
5. **CANCELLATION:** In the event of cancellation for products which are to be specifically constructed or adapted for use, the buyer agrees that cancellation shall be confirmed in writing. The buyer shall reimburse Stuppy for actual costs and damages incurred, including, but not limited to engineering, fabrication and restocking expense.
6. **WARRANTY:** Stuppy Standard One Year Material Warranty Applies. The buyer assumes all risks and liability for results of use of the products. Buyer's sole remedy and exclusive remedy against Stuppy shall be for the replacement of defective parts. Labor is excluded. Warranties expressed or implied on purchased parts such as electric motors, pumps and controllers are limited to the terms of the warranty extended by the manufacturer. Stuppy assumes no obligation or liability due to any recommendations, opinions, or advice as to the choice, installation or use of products. Any such recommendations, opinions, or advice are given and shall be accepted at the buyer's risk and shall not constitute any warranty or guarantee of such products or their performance.
7. **NON-PAYMENT:** If the buyer fails to make payments to Stuppy in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination; or at Stuppy's option, cause for suspension of material deliveries and/or work. In the event of a suspension of deliveries or work, Stuppy shall have no liability to the buyer for delay or damage caused because of such suspension. Before resuming deliveries and work Stuppy shall be paid all sums due prior to the suspension and any expenses incurred in the interruption and/or resumption of deliveries or work.
8. **TERMINATION:** This agreement may be terminated by either party upon not less than seven days written notice, should either party fail to substantially perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of Stuppy, Stuppy shall be compensated for all



- materials and work performed prior to termination, together with expenses plus profit directly attributed to the termination.
9. **INDEMNIFICATION:** To the fullest extent permitted by law Stuppy, Inc. and the buyer agree to mutually indemnify and hold harmless from and against any liability costs, damages, or expenses arising from the failure of Stuppy, or buyer to perform or comply with any provisions or requirements of their respective work of the project.
 10. **CLAIMS:** Claims by either party must be submitted within 21 days after occurrence of the event. Written notice shall be given for claims for money, time and injury or damage to personal property.
 11. Stuppy nor its agent shall be held liable for any claims verbal, written or digital content that have estimated or expected expenses, revenue, plant growth or output.
 12. **CONSEQUENTIAL DAMAGES:** Stuppy, Inc. and the buyer shall waive claims against each other for consequential damages arising out of or relating to the proposal/contract.
 13. **RETURNED GOODS:** Products must receive written permission prior to return. Goods returned which were shipped as ordered and are without manufacturing defect will be subject to a 15% handling charge in addition to whatever expense may be necessary to restore them to salable condition. Transportation charges on goods returned must be prepaid. Only products of current design and in salable condition will be considered for credit.



Pricing

Thank you again for the opportunity to provide this proposal. Please contact Chad Gooley at 816-260-9218 if we can help in any way.

Should you choose all options above your signature below will execute this proposal and serve as the contract for the sum of:

Materials Only Quotation
Thirty-Six Thousand Dollars and no/100
\$36,000.00

MATERIALS PAYMENT TERMS: School Purchase Order to process. 50% Deposit. Balance Due at Completion

TAXES: Taxes are NOT included in the pricing above. Owner is responsible for all taxes that apply.

FREIGHT: Freight is included in pricing above.

Acknowledged and Accepted:

By: _____

Title: _____

Date: _____



Additional Suggested Considerations:

Bench Heating:

Heat₂O™ Hydronic Heating Systems: highly efficient, even heat to promote healthy growth that's controlled and customizable, for both bench and floor areas. higher seed germination rates, accelerated rooting in young plants, and faster plant growth. Fully manufactured and designed by Stuppy.

Interior Energy/Shade system:

Interior energy/shade system eliminates the need to install shade cloth manually on roof of greenhouse. Interior system closes at night and reduces heat loss by 30%. System is connected to environmental controls for automatic operation. This system is a great and safe alternative to having teacher/students/owner install shade cloth seasonally.

2008 Meetings

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

1. Types of Meetings

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

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include, but are not necessarily limited to, the or the Omaha World-Herald. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

Steve Williams 9/16/20 9:20 AM

Deleted: [OPTION A: Posting in 3 Locations, Local Paper Optional]

Unknown

Field Code Changed

Steve Williams 5/12/20 2:18 PM

Deleted: posted in three prominent places within the school district

Steve Williams 5/12/20 2:20 PM

Deleted: in a newspaper of general circulation within the district if, in the opinion of the superintendent, it is convenient and useful to do so

Steve Williams 9/16/20 9:21 AM

Deleted: [OPTION B: Posting on Website; Local Paper Optional]

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be posted on the school district's website. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting in a newspaper of general circulation within the district if, in the opinion of the superintendent, it is convenient and useful to do so.

3. Weather Delays

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

Steve Williams 5/25/20 6:00 PM

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4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and may be published on the school district's website.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3001 Budget

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

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.

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

Author

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

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.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

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

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

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

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

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

4. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The item is available only from a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

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

Steve Williams 8/26/20 11:11 AM

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D. Enforcement

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

Steve Williams 8/26/20 11:16 AM

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IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

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

B. Inventory Procedure

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

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

C. Inventory Records

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

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;

8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

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

D. Physical Inventory

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

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

records and accounts must be retained and made available for programmatic or financial audit.

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

2. Maintenance of Procurement Records

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

4044

Student Assistance Team or Comparable Problem Solving Team

Pursuant to the Rules of the Nebraska Department of Education, the school district uses a general education student assistance team ("SAT") or a comparable problem solving team ("Team"). The SAT or Team will use and document problem-solving and intervention strategies to assist teachers in the provision of general education and to meet the needs of students who may be struggling in the general curriculum or who are struggling to comply with the student code of conduct or to meet acceptable behavioral and social norms.

If the SAT or Team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. The referral shall comply with the requirements of the Rules of the Nebraska Department of Education.

All teaching staff must:

- 1) Support the SAT or Team process by appropriately referring students who may benefit from the SAT or Team process; and
- 2) Faithfully and consistently implementing the intervention strategies recommended by the SAT or Team.

The failure to support the SAT or Team process is a serious matter and may constitute just cause for terminating or canceling a teacher's employment.

Adopted on: _____

Revised on: _____

Reviewed on: _____

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Professional Boundaries and Appropriate Relationships Between Employees and Students

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School district employees and student teachers or interns ("employees") are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students and must have appropriate relationships with students. They may be friendly with students, but they are the students' teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees' conduct and interactions with students and to material they post on personal web sites and other social networking sites including, but not limited to, Instagram, Facebook, and Twitter. The posting or publication of messages or pictures or other images that diminish an employee's professionalism or ability to maintain the respect of students and parents may impair his or her ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

Sexual Relationships Prohibited. Employees are prohibited from engaging in any relationship that involves sexual contact or sexual penetration with a student while the student is a current student and for a minimum of one year after the date of the student's graduation or the date the student otherwise ceases enrollment. Sexual contact has the same meaning as in section 28-318, and sexual penetration has the same meaning as in section 28-318.

Grooming Prohibited. Employees are prohibited from engaging in grooming with students. Grooming means building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place. ▾

Unless an employee can clearly and convincingly demonstrate a legitimate educational purpose, grooming behaviors and related conduct that are a violation of this policy include, but are not limited to: ▾

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.
- Displaying sexually inappropriate material or objects.

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- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, or through social media) on a matter that does not pertain to school.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.
- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and student.

This list is not exhaustive. Any behavior which exploits a student is unacceptable. If in doubt, ask yourself, "Would I be doing this if my family or colleagues were standing next to me?"

Communication Between Employees and Students. The preferred methods for employees to communicate with students are school email, school phones, school approved Remind accounts, SeeSaw, Google Classroom, One Call Now, or any other approved platform by the district that is a school account and documents student/teacher interaction. A personal communication system is a device or software that provides for

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communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform.

Employee communications with students through a communication system generally are to be sent simultaneously to multiple recipients and not just to one student. The burden to demonstrate the appropriateness of a communication with a student only shall rest with the employee.

Reporting a Policy Violation. Anyone may report suspected grooming, other unacceptable employee conduct, or any violation of this policy as follows:

School District. Reports may be made to a principal, the superintendent, or the Title IX Coordinator in person, by mail, by telephone, or email.

Nebraska Department of Education. Reports may be made at: Nebraska Department of Education, Attn: Certification Investigations' Office, P.O. Box 94933, Lincoln NE 68509 or Nde.investigations@nebraska.gov.

Nebraska Department of Health and Human Services. Reports may be made by calling the Child Abuse and Neglect Hotline at (800) 652-1999.

Law Enforcement. Reports may be made to the local police department by calling (402) 643-3002, the county sheriff at (402) 643-4578, or the Nebraska State Patrol at (402) 471-4545.

An employee is required to make a report to a principal or the superintendent if the employee reasonably believes that another employee has violated or may have violated this policy. Minor concerns or violations shall be reported within 24 hours. Major concerns or violations shall be reported immediately. Violations committed by or concerns about the superintendent shall be reported to the school board president.

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator,

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counselor, the Title IX coordinator, or other school employee with whom she or he feels comfortable.

Retaliation Prohibited. Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make a false report shall be subject to discipline as provided by district policy and state law.

Policy Violations. Any violation of this policy by an employee may result in disciplinary action up to and including dismissal from employment and/or referral to the Nebraska Department of Education, which may result in the suspension or revocation of the employee's certificate. Any violation involving sexual or other abuse will result in referral to the Nebraska Department of Health and Human Services, law enforcement, or both.

Policy Verification. Employees shall verify that they have received, reviewed, and understood this policy by signing an acknowledgment document indicating the same.

No Limits on Reports to NDE. Nothing in this policy shall be construed to limit any certificated employee's duty to report any known violation of the standards of professional practices (Title 92, Nebraska Administrative Code, Chapter 27, commonly known as Rule 27) adopted by the Nebraska Board of Education.

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

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Parent and Guardian Involvement In Education Practices

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Field Code Changed

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
 - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
 - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
 - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

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- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
- 3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
 - a. Building principals may excuse a student from any single school experience at the parent's written request.
 - b. When appropriate, alternative experiences will be provided for the student by the school.
- 4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
- 5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
- 6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
 - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.
 - b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents or guardians to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

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c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least **three** days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
 - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
 - b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: _____

Revised on: _____

Reviewed on: _____