

Board of Education Regular Meeting

School District of Seward

410 South Street

Seward, NE 68434

Monday, July 12, 2021 5:30 PM

Attendance Taken at 5:39 PM.

Paul Duer: Present

Jill Hochstein: Present

Jana Hughes: Present

Ryne Seaman: Present

Danielle Shipley: Present

Shawn Svoboda: Present

1. Preliminary Procedures

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

1.2. Public Notice as publicized per board policy

The public notice was publicized in the Seward County Independent and posted at city hall, library and courthouse. The public notice was dated July 7, 2021.

1.3. Roll Call

1.3.1. Action to excuse board members if necessary

1.4. Pledge of Allegiance

- 1.5. **1.5 Mission** The school district of Seward--where every student, every day is a success--affirms that all students will have the skills to become productive and contributing members of a global community. In cooperation with family and community members, the district is committed to the development of each student academically, emotionally, socially, and physically.

1.6. Approval of Agenda

Motion to approve the agenda as presented Passed with a motion by Jana Hughes and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

2. Public Forum: The Board of Education recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board shall set time aside for citizen participation at all regular monthly board meetings. To address the board, citizens must provide their name and address on the sign-in sheet immediately upon entering the meeting, and when called, come forward to the podium in front of the board. Citizens may speak only one time and must limit comments to five (5) minutes or less if there are several members of the public present to speak. The president may limit public comment to 30 minutes on one topic. If you are planning to speak about a personnel or student matter involving an individual, please understand that board policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a board meeting. Please remember this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated. The Board President may order persons who are disorderly to be removed from the meeting.

- 2.1. Public Forum on Agenda Items: This is your opportunity to speak to items on the agenda. If you are not a part of the presentation of the agenda item you need to speak now. Thank you for your participation.

There was none.

- 2.2. Public Forum on Any Topic: This is your opportunity to speak to any topic concerning the school district. Since it is not an agenda item the board cannot discuss or take action at this time on the matter. Future discussion can be requested as an agenda item. Thank you for your participation.

There was none.

3. Reports

3.1. Superintendent's Report

Dr. Fields discussed that the Nebraska Department of Education will be discussing a revised version of the health standards at their August state board meeting. Dr. Fields stated that Seward Public Schools does not teach Critical Race Theory within their social studies curriculum. The fire alarm system at the high school and the greenhouse at the high school are close to being complete. Carpeting at the Elementary is complete. The playground equipment at the elementary will arrive at the end of July. The NASB regional conference is in York on September 15, 2021. Dr. Fields discussed our reopening plan which needs to be posted on our website by July 15, 2021. ESSERSIII was discussed, along with the job fair that took place in Seward and our early budget valuation is flat.

4. Discussion Items

5. Old Business

6. New Business

6.1. Seward High School Handbook Proposed Changes

Motion to accept the proposed changes of non-curriculum student clubs to the high school handbook for the 2021-2022 school year. Passed with a motion by Jana Hughes and a second by Shawn Svoboda.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

6.2. Policy Updates

Motion to approve the first reading of the 2021-2022 Seward Public School policies. Passed with a motion by Paul Duer and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

6.3. Title IX Handbook Addition

Motion to approve the Title IX language to Seward Public Schools Student Handbooks Passed with a motion by Jana Hughes and a second by Paul Duer.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

7. Personnel

7.1. Resignation

Motion to accept the resignation of Madelyn DeSimone Passed with a motion by Danielle Shipley and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

7.2. Fourth Grade Teacher

Motion to offer a one-year teaching contract to Myiesha Hartman for the 2021-2022 school year. Passed with a motion by Paul Duer and a second by Shawn Svoboda.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8. Future Agenda Items

2nd reading of policies
Drug and Alcohol testing

9. Consent Agenda

9.1. Approval of Minutes

9.2. Approval of Financial Reports

9.2.1. Treasurer

9.2.2. Budget

9.2.3. Activities

9.2.4. Athletic

9.3. Approval of Claims

9.3.1. General Fund

9.3.2. Special Building Fund

9.4. Approval of Consent Agenda

Motion to approve the consent agenda as presented Passed with a motion by Paul Duer and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

10. Adjournment

Motion to adjourn the meeting at 7:14 PM with the next study session and regular board meeting scheduled for Monday, August 9 at 5:30 and 7:00 PM Passed with a motion by Paul Duer and a second by Jana Hughes.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

Please publish the following legal notice in the July 7, 2021 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, July 12, 2021 at 5:30 p.m. for a 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.

KAREN A. HAASE ^{NE, SD, IA, WY}
STEVE WILLIAMS ^{NE}
BOBBY TRUHE ^{NE, SD}



COADY H. PRUETT ^{NE, CO}
JORDAN JOHNSON ^{NE}
TYLER COVERDALE ^{SD}
SHARI RUSSELL, Paralegal

M E M O R A N D U M

To: KSB Policy Service Subscribers
From: KSB School Law
Date: June 8, 2021
Re: Annual Policy Updates

Attached are the 2021 KSB School Law policy updates. Below, we discuss the policy changes, the changes to our standard forms, and some issues that are raised by certain laws that do not necessarily require a policy change but do present new obligations or things to keep in mind as you enter the 2022-22 school year. We have broken these down into 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

Keep in mind that most passed bills go into effect three months after the legislature adjourns. This year the Unicameral adjourned May 27th, so the effective date of most bills will be August 27, 2021. However, if a bill includes a specific effective date or an emergency clause, it goes into effect on the stated date or when passed and approved according to law.

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Thursday, June 10, 2021, at 10:00 a.m. Central Time.** In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We have included the link to the ZOOM conference in the cover e-mail that transmitted these updates. We will also record the webinar and will post it on the KSB School Law website in the Policy Updates section.

301 SOUTH 13TH STREET, SUITE 210
LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO
KSBSCHOOLLAW.COM
(402) 804-8000
ATTORNEYS LICENSED IN STATES INDICATED

141 NORTH MAIN AVENUE, SUITE 504
SIOUX FALLS, SOUTH DAKOTA 57104

Please feel free to contact us if you have any additional questions or if you would like to have a policy customized or “tweaked” to meet your individual circumstances.

Policy Changes

REVISION OF POLICY 2005: Conflict of Interest

LB 65 amends Section 49-14,103.01, a provision in the Nebraska Political Accountability and Disclosure Act, relating to local elected officials (including school board members) who have an interest in a contract with their own governing body. LB 65 eliminates the phrase "direct pecuniary fee or commission" and replaces it with "payment, fee or commission."

This change is required.

REVISION OF POLICY 3001: Budget and Property Tax Request

Several districts asked why we include the budget hearing procedures but not the property tax request procedures. To satisfy those inquiries and assist boards and administrators in understanding them, we have added the details about the process that boards now must follow in making property tax requests to this policy. We also changed the name of this policy to reflect the fact that it now includes the property tax request process from the new requirements discussed below.

In addition, LB 528 requires the published budget hearing notice to include the following statement:

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

The district must "prominently display" this statement on the school district web site 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.

LB 644 creates the Property Tax Request Act for the alleged purpose of "increased transparency for impacted political subdivisions to raise their property tax levies." If a school district seeks to increase its property tax request by more than the allowable growth percentage, the district must:

- Give notice of the public hearing by sending a postcard to all affected property taxpayers, posting notice of the hearing on the home page of the relevant county's website, and publishing notice in a legal newspaper of general circulation within the county;
- Hold a (joint) public hearing that includes a presentation that includes certain statutorily required information; and
- Pass a resolution.

The hearing must be held during an evening 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.

This change is not required but is highly recommended.

REVISION OF POLICIES

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

AND

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

State law requires the State Board of Education, once every five years, to adjust the dollar amount threshold that requires schools to solicit bids for construction, remodeling, repair, or site improvements. In December, the threshold amount was raised from \$100,000 to \$109,000. Similarly, state law requires the State of Nebraska Board of Engineers and Architects, once every five years, to adjust the dollar amount threshold for projects that require schools to retain the services of an architect or engineer. The board adjusted this amount from \$100,000 to \$118,000. That's right - now you get to remember two different numbers!

These changes are required.

REVISION OF POLICIES

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

3004.1 Fiscal Management for Purchasing and Procurement Using Federal Dollars

During a recent round of federal fiscal review, NDE determined that it wants even more information in your federal purchasing/procurement policies and procedures, especially as it relates to internal controls and grant compliance. We have added a Financial Management section to both policies as well as incorporated some provisions in 3004.1 into 3003.1 to address these concerns.

These changes are required.

REVISION OF POLICIES 3042: Construction Management at Risk Contracts AND 3043: Design-Build Contracts

LB 414 amends the Political Subdivisions Construction Alternatives Act to allow schools to use the design-build or construction management at risk contracts for a project that includes water, wastewater, utility, or sewer construction. Using these methods for these purposes was previously prohibited. However, before the school may use either of these construction methods for any of these construction purposes, the board must pass a resolution that includes a statement that the school district has made a determination that the design-build contract or 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 design-build contract or construction management at risk contract delivery system.

These changes are required.

NEW POLICY 3058: Naming School Facilities and Property

Several of our districts have inquired about this type of policy over the years. A policy subscriber specifically requested that we draft this policy this year, so here it is. These policy provisions are not required. If you wish to adopt such a policy, you can tailor it to best fit your needs.

This policy is OPTIONAL.

REVISION OF POLICY 5063: Audio and Video Recordings

Remote learning opportunities necessitated by the pandemic led us to revisit our policies regarding audio and video recordings. This policy was revised to broaden the limiting language regarding the use of audio and video recordings. The revised language continues to prohibit inappropriate uses of recordings while permitting appropriate uses consistent with administrative discretion.

This change is required.

REVISED POLICY 6036: Reading Instruction and Intervention Services

LB 528 mostly made grammar and style changes to the Nebraska Reading Improvement Act. However, one substantive change to note is that you now have the first 45 calendar days that school is in session to administer the first approved reading assessment to kindergartners. The deadline for administering the assessment to first, second, and third grades remains the first 30 calendar days that school is in session.

This change is required.

Form Changes

Title IX Notice of Policy Forms

Last year, federal law required you to modify your Title IX policies and procedures prior to August 14, well after many of you already published and distributed your handbooks. As a result, our form notifications referred to the fact that previously published handbooks may be inconsistent with the newly adopted Title IX Policy. These form notifications have been updated to remove these references as you incorporate your policy into next year's handbooks.

This form is required, but the board does not need to approve the form.

Other Issues To Consider

LB 2: Valuation Of Agricultural Land And Horticultural Land For Certain School District Taxes

LB 2 reduces the valuation of agricultural and horticultural land solely for the purposes of educational bonds. Such land will be valued at 50% of its actual value for the purpose of school district taxes levied to pay the principal and interest on bonds that are approved by a vote of the people on or after January 1, 2022.

LB 2 also amends the law to allow the Tax Equalization and Review Commission (TERC) to use 44% to 50% of actual value or special valuation as an "acceptable range" for agricultural and horticultural land for school district taxes levied to pay the principal and interest on bonds that are approved by a vote of the people on or after January 1, 2022.

LB 5: The Purple Stars School Act

LB 5 establishes the Purple Star Schools Program. This program encourages, but doesn't require, every school in the state to appoint a "military liaison" who will then create a transition program for students who might be recent transfers into the school district after moving to the district with their military family; set up a website that demonstrates how to establish a "military-friendly" atmosphere at the school; and offer professional development for staff members on issues related to military-connected students. Choosing to voluntarily participate in the programming would then designate the school as a "Purple Star" school.

LB 83: Meetings During an Emergency Declaration

LB 83 changes provisions of the Open Meetings Act that allow some public bodies to meet through "virtual conferencing." No, schools still cannot "usually" meet by virtual conferencing. However, there is now an exception that allows all public bodies to meet via virtual conferencing if the Governor declared an emergency within any part of your district's territorial jurisdiction. In addition to any formal action taken pertaining to the emergency, the board may hold such a meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the board. The board must provide public access by providing

a dial-in number or a link to the virtual conference. The board must also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Finally, reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. LB 83 has an emergency clause, so this law is already in effect.

LB 139: COVID-19 Liability Protection Act

LB 139 creates the COVID-19 Liability Protection Act. This Act prohibits anyone from filing a civil lawsuit against school districts and other entities seeking recovery for any injuries or damages sustained from exposure or potential exposure to COVID-19 on or after May 25, 2021, if the act or omission alleged to violate a duty of care was in substantial compliance with any federal public health guidance that was applicable to the person, place, or activity at issue at the time of the alleged exposure or potential exposure.

LB 143: Require Notice to School Districts Regarding Changes in Child Placement

LB 143 provides that if a determination is made by the Nebraska Department of Health and Human Services that it is in the best interest of a child who is in the care of the department to not remain in the same school district after a placement change is made, the notice of placement change that is filed with the court shall also be provided to the new school where the child will be enrolled. The new law also allows school districts that disagree with a "best interest determination" by DHHS to go to court and challenge that decision. This means you should train your staff to (1) require DHHS to submit a written best interest determination from DHHS any time they seek to enroll a foster child in your school district; and (2) think critically about the merits of that determination rather than just accepting the case worker's unfettered discretion on the issue of where to enroll the student.

LB 147: Retired Teachers as Substitute Teachers

The main purpose of LB 147 was to transfer management of the OPS (Class V) Retirement Plan to NPERS. However, hidden away in the 115-page bill is a little nugget that may prove useful to many districts. Typically, recently retired teachers were prohibited from providing any services to a district during the first 180 days after a "bona fide separation from service of

employment” (i.e. retirement). However, section 3 of LB 147 allows the retired employee to provide services to the district on an “intermittent basis,” defined to mean up to eight days of service during a calendar month during the 180 day period. This change should help ease the shortage of quality (or any!) substitute teachers.

LB 154: Tracking of Student Discipline

LB 154 requires the implementation of a state-wide system for tracking individual student discipline. Data tracked will include suspensions, expulsions, and incidents involving violence or requiring restraint, and when law enforcement are required to be involved. In addition to the incident reports, data collected will include, but not be limited to, demographic information, race, poverty, attendance, disabilities, and English proficiency.

LB 322: The School Safety and Security Reporting System Act

LB 322 creates the School Safety and Security Reporting System Act. The Act requires NDE to establish the Safe2HelpNE report line as a statewide, anonymous reporting system to support threat assessment teams and reduce potential risks and incidents of violence resulting in harm to self, others, or school property. The Safe2HelpNE report line allows anyone to anonymously report concerns and information about concerning behavior or possible harm to persons or property by telephone call, mobile application, web site, or email. The report line will be staffed 24 hours per day, 7 days per week.

The report line staff must immediately alert the appropriate threat assessment team of any concern directly regarding a student, school staff member, or school property or that is likely to impact a student, school staff member, or school property. If there is an immediate life safety concern, report line staff must contact emergency services before contacting any threat assessment team. The threat assessment team must assess any alert that is not referred to emergency services, law enforcement, or child protective services. If a threat assessment team decides a report regarding a student is credible, a representative of the school administration must, within a reasonable period of time, attempt to notify a parent or guardian of the student except when such notification could reasonably be believed to contribute to the endangerment of the student or others. Such notification or attempted notification must be documented in a manner prescribed by NDE.

Any information or material in the possession of the threat assessment team must remain separate from educational records and shall be considered security records.

More training for educators! NDE must provide training for the members of any threat assessment team serving a public or nonpublic school. The training must provide the knowledge and skill to allow threat assessment teams to work collaboratively to conduct threat assessments, engage in crisis intervention, increase awareness of concerning behavior among school staff, students, and the public, and interrupt violence in the planning stage to thwart potential harm to persons and property.

NDE will be issuing rules and regulations to carry out the Act. We are awaiting these rules and regulations before amending our threat assessment team policy.

LB 396: The Nebraska Farm-to-School Program Act

LB 396 creates the Nebraska Farm-to-School Program Act. The program links schools with Nebraska farms to provide schools with fresh and minimally processed food for school meals and snacks, encourages children to develop healthy eating habits, and allows Nebraska producers to enjoy direct access to consumer markets. The program may also include activities that provide students with hands-on learning opportunities, including, but not limited to, farm visits, cooking demonstrations, and school gardening and composting programs, and that integrate nutrition and agricultural education into the school curricula.

LB 451: Race Includes Hair Texture and Protective Hairstyles

The Nebraska Fair Employment Practice Act prohibits discrimination in employment on the basis of race. LB 451 expands the definition of race to include characteristics such as skin color, hair texture, and protective hairstyles. Protective hairstyles include braids, locks, and twists. The Statement of Intent for this bill states that it prohibits discrimination in employment based upon natural hair styles and conditions.

Keep in mind this specific change applies only to employees protected by the Act and does not amend any other aspect of law, such as those that would otherwise apply to students. Students can certainly allege discrimination

based on skin color, hair texture, and protective hairstyles, but the bill did not specifically add these items to any state law directly applicable to students.

LB 452: The Financial Literacy Act

LB 452 creates the Financial Literacy Act.

Beginning with school year 2023-24, each school district, in consultation with the State Department of Education, must include financial literacy instruction, as appropriate, in the instructional program of its elementary and middle schools and require each student to complete at least one five-credit high school course in personal finance or financial literacy prior to graduation.

On or before December 31, 2024, and on or before December 31st of each year thereafter, each school district must provide an annual financial literacy status report to its school board, including, but not limited to, student progress in financial literacy courses and other district determined measures of financial literacy progress from the previous school year.

Finally, the State Board of Education must adopt measurable academic content standards for financial literacy as part of the social studies standards.

LB 527: “Developmental Disability” Transition Services

LB 527 changed section 83-1225, a law outside of the school or special education statutes. Section 83-1225 is part of the Developmental Disabilities Services Act, a set of statutes generally enforced by Nebraska DHHS. The Act permits DHHS to contract with local entities who provide services to individuals with developmental disabilities. It also allows DHHS to develop its own programs and to implement rules and regulations governing services to individuals with developmental disabilities.

However, section 83-1225 specifically requires school districts to provide “transition services” to students with “developmental disabilities.” Since 1996, the statute has said that each school district must provide transition services for each student with a developmental disability “no later than when the student reaches sixteen years of age.” These DD services must be provided until the student graduates or no longer meets the definition of “a

child with a disability” pursuant to section 79-1117. Section 79-1117 is the special education statute that defines when a child is no longer eligible for special education services under the IDEA.

This process should look familiar, because it mostly parallels the definitions and obligations of “transition services” from the IDEA and Rule 51. However, there are very key differences between the definitions and requirements in section 83-1225 and schools’ requirements under the IDEA. For example, many students eligible for special education services under the IDEA are not eligible to receive DD transition services under section 83-1225.

Here’s where things get interesting. LB 527 lowers the age of DD transition services from 16 years of age to 14 years of age. This begs the question: does LB 527 effectively require school districts to provide IDEA/Rule 51 transition services to all students age 14 and older? Rule 51 did not change; Chapter 79 did not change.

We believe NDE is going to answer, “Yes.” In our discussions with NDE, they are planning to open and amend Rule 51 to lower the age of eligibility for transition services from 16 to 14. This would mean all IDEA-eligible students’ IEPs must have transition goals and services in place by their 14th birthday. That requires a cascading effect of obligations: additional transition assessments, revised meeting notices when teams will consider transition services, etc.

NDE intends to issue a regulatory memorandum prior to proposing amendments to Rule 51. We believe they plan to do this because LB 527 becomes effective August 27, but NDE could not comply with the procedural requirements of amending Rule 51 by that time. What all of this means for IDEA compliance, school obligations, and your case managers’ summer/fall workload should be clarified when NDE releases its guidance. Once the guidance is released, we plan to review it, determine its legal effect, and provide additional guidance to our clients. This may or may not include changes to policy or our special education procedures document, found in the 6000 series forms.

LB 528: ID Card Notice

Beginning with the 2022-23 school year, schools must include the telephone number for a national suicide prevention hotline, a local suicide prevention

hotline, or a crisis text line on each new middle school or high school student identification card issued.

LB 639: Seizure Safe Schools Act

LB 639 creates the Seizure Safe Schools Act.

Beginning with the 2022-23 school year, each school must have at least one school employee at each school who has met the training requirements necessary to administer or assist with the self administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms as approved by the United States Food and Drug Administration.

Before the administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms by a school employee, a student's parent or guardian must:

- Provide the school with a written authorization to administer the medication at school;
- Provide a written statement from the student's health care practitioner containing specific information;
- Provide the medication to the school in its unopened, sealed package with the intact label affixed by the dispensing pharmacy; and
- Collaborate with school employees to create a seizure action plan.

The parental authorization must be renewed each school year.

Beginning with the 2022-23 school year, every certificated school employee must participate in a minimum of one hour of self-study review of seizure disorder materials at least once in every two school years.

The Unicameral has directed NDE to adopt and promulgate rules and regulations to carry out the Act.

B.L. v. Mahanoy Area School District

On April 28th, the U.S. Supreme Court heard oral arguments in this case, which asks this question: what authority and jurisdiction do schools have to regulate and discipline for off-campus speech students make online? In this case, a student sent a series of profanity-laced Snapchat rants related to a cheer team. The Third Circuit Court of Appeals essentially held that schools

have no authority to discipline students for off-campus, online speech or conduct. One trip through the federal case law would show this is not how most federal courts have interpreted school authority under the *Tinker* standard. The U.S. Supreme Court took the case, presumably because of the stark contrast between the Third Circuit's opinion in *B.L.* and other cases from across the country.

What we're left with is a waiting game to see what, if anything, this means for additional policy work and training for principals. During the oral arguments, the advocates and Justices were all over the place. The Court could narrowly decide the case and avoid sweeping changes to the classic *Tinker* "material and substantial disruption" standard. On the other end of the spectrum, the Court could fundamentally redefine this area of the law.

Decisions for the current term are typically issued by the end of June or early July, and we expect the *B.L.* decision to run right up to the deadline. Once we know, you'll know, but if the Court issues a sweeping opinion we could be looking at a second round of policy updates and a lot of training....

Biden Administration Title IX and Inclusion Executive Orders

President Biden has signed a handful of executive orders related to inclusivity, including one specifically aimed at Title IX signed on March 8. That order gave the U.S. Department of Education 100 days to review its current rules, regulations, and guidance. The USDOE's Office for Civil Rights has already received over 15,000 comments, and OCR is holding public hearings from June 7 to June 11.

Based on comments from Secretary of Education Cardona and others, we fully expect the current administration to propose amendments to the Title IX regulations and issue new guidance. In addition to *another* set of updates to the formal grievance process regulations implemented last August, we anticipate updates on other key issues like gender identity, sexual orientation, and transgender individuals participating in sports and activities (for example, Sec. Cardona recently gave an interview to ESPN discussing transgender athlete participation and the formal grievance process under Title IX).

We plan to follow this process closely. The executive order did not specify a timeline for putting out proposed changes and updated guidance, but we suspect it will be out this summer. At that point, we'll keep you posted on whether any modified policies and additional training are necessary.

CONCLUSION

It is all too easy to adopt policies that look good, but that do not actually reflect how the school operates or assist the school in accomplishing its goals. Every year we stress that it is very important to us to give you a working, useful set of policies and a continuing ***policy service***. For our Complete Service subscribers, there is no additional charge for revisions to our policies or consultation about them. Please don't hesitate to contact any one of us with questions about the updates or other policies. Our group e-mail address is ksb@ksbschoollaw.com.

**2005
Conflict of Interest**

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

1. Definitions. For purposes of this policy:

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

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

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

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

2. Contracts with the School District.

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

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

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

Deleted: immediate family

Deleted: direct pecuniary

3. Contracts with Board Member's Immediate Family.

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

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

4. Employing Members of the Immediate Family.

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

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

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

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

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

- (1) a public official, public employee, or candidate.
- (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
- (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

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

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

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

6. Conflict of Interest Relating to Campaigning or Political Issues

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

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

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

7. Conflict of Interest Statement

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

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

8. Recordkeeping

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

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

3001 **Budget and Property Tax Request**

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

BUDGET PROCEDURES

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

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

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

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

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

of time.

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

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

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

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

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

PROPERTY TAX REQUEST PROCEDURES

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

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

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

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

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

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

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

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

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

I. Applicability of the Policy

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

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

Deleted: 100

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

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

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

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

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

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

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

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$109,000 or more are subject to state

Deleted: 100

Deleted: 100

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.

Deleted: 100

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;

Deleted: publicly

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.

Deleted: publicly

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

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

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

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

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

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

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

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

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

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

Deleted:

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

C. Full and Open Competition

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

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor

integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

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

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
 - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
 - b) Retention of construction records shall be in accordance with applicable law and Board policy.

VI. Conflict of Interest and Code of Conduct

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

VII. Financial Management

A. Identification.

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

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

Deleted: ¶

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

F. Payment Methods

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

basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

G. Allowability of Costs

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

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

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

VIII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will

take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

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

C. Record Keeping

1. Record Retention

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

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

will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3003

Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

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

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

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

Deleted: 100

- 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.

Deleted: 100

Deleted: 100

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.

Deleted: 100

- 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~~.

Deleted: 100

C. Advertising for Bids

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

D. Bid Documents

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

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

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

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

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

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

3004.1
Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

Formatted: Don't keep with next

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

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

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

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

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

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

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

4. Noncompetitive Proposals (Sole Sourcing)

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

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

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
- a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

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

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

C. Inventory Records

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

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

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

D. Physical Inventory

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

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

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

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

V. Financial Management

A. Identification.

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

Formatted: Indent: Left: 0.75"

Formatted: Font: Bold

Formatted: Indent: Left: 0.75", No bullets or numbering

Deleted: In its accounts t

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Deleted: ies

Formatted: Font: Not Bold

Formatted: Normal

Formatted: Font: Not Italic

Formatted: Indent: Left: 0.75"

Formatted: Font: Not Bold

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Font: Not Bold

Formatted: Indent: Left: 0.5", Hanging: 0.25", No bullets or numbering

Formatted: Indent: Left: 0.75"

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Normal

Formatted: Indent: Left: 0.75"

Formatted: Font: Not Bold

F. Payment Methods

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

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

G. Allowability of Costs

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

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

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

VI. Other Contract Matters.

A. Required Terms

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

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: _____

3042 Construction Management at Risk Contracts

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

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

Definitions. For purposes of this policy:

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

Procedures.

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

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

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

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

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

to thirty percent);

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3043 Design-Build Contracts

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

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

Definitions. For purposes of this policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Procedures for the preparation and content of RFPs.

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

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

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

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

4. Procedures for preparing and submitting Proposals.

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

5. Procedures for evaluating Proposals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- C. **Authority to Resolve Protests.** Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.
- D. **Board Appeal Procedures.** Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

8. **Refinements and Changes.** A DB Contract may be conditioned upon later refinements in scope and price and may permit the District, in agreement with the Design-Builder, to make changes in the project without invalidating the DB Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.
9. **Projects Excluded.** The District shall not use a design-build contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5063 Audio and Video Recording

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

Deleted: by students for personal academic

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

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

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

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

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

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

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

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

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

6036

Reading Instruction and Intervention Services

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

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

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

Deleted: Beginning in 2019-20, t

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

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

Deleted: 30

Deleted: of the school year

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

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

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

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

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

Deleted: Be p

Deleted: Be i

Deleted: Make

Deleted: may be

The supplemental reading intervention program may also include:

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

Deleted: techniques that are based on scientific research and best

Deleted: frequently

Deleted: and adjust

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

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

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

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

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

4040
SEPARATION INCENTIVE PROGRAMS

A. PURPOSE:

The Seward Public School District Board of Education (referred to as the District and Board respectively) **will consider if needed at the August Board Meeting or sooner** the implementation and funding of a Separation Incentive Program (referred to as the Program) for the certificated teachers of the District (referred to variously as teacher, eligible employee, employee, applicant, or participant) **Sections B-E**. The Program is a Board policy that is intended to benefit certificated teachers who are considering terminating their employment with the District. Its objectives include, but are not limited to providing a balance of employee experience and offering financial incentives to assist long-term employees who are considering separating from employment. **The board will utilize section G of the policy.**

B. QUALIFICATIONS:

1. Eligible Employees: To be eligible, an employee must be employed by the District as of the date of acceptance of his/her application in the position of a fully certificated teacher who is paid in his/her last school year of employment pursuant to the salary schedule negotiated by the Board and the Seward Education Association.
2. Full-Time Equivalency: Both full-time and part-time employees may apply to participate in the Program. A part-time applicant's benefits will be prorated based on his/her FTE (full-time equivalency) as determined by the applicant's actual scheduled salary as of November 1 of his/her last school year of employment. An applicant who is on a part-time leave of absence and who works part-time as of November 1 of his/her last year of employment will be eligible to participate in the Program based on his/her on-duty FTE. An employee who is on a leave of absence in total as of November 1 of a school year will not be eligible to participate in the Program during the year of the leave.
3. Criteria for Eligibility: An applicant must meet the following criteria:
 - a. Years of Service: An applicant must have at least twenty (20) consecutive years of creditable service to the District.
 - b. Minimum Age: An applicant must be fifty-seven (57) years of age on or before August 15 following the last school year of employment.
 - c. An employee must apply for participation in the Program within 5 years of becoming eligible or waive the opportunity to take Program benefits.
 - d. Those employees who are older than age 57 and had 20 years of creditable service at the time of this policy's adoption shall be given five years from the date of the policy's adoption to apply to participate in the Program.
4. Applications and Criteria for Selection: On or about October of each year, the Board, in its sole and absolute discretion, will determine the total number of applicants whom it

will approve for participation in the Program based on financial exigencies, availability of funds, budget, expenses, revenue, and other school financial issues. If there are more applicants than the number the Board has authorized, the selection of the approved applicants shall be based on the following criteria in descending order:

- a. Highest Salary: The applicant(s) with the highest salary on the teacher salary schedule will be given preference for participation.
- b. Years of Experience in the District: If two (2) or more applicants are tied after consideration of criterion "a" above, the applicant(s) with the most years of full-time teaching experience in the district will be given preference.
- c. Date of Application: If two (2) or more applicants are tied after consideration of criterion "b" above, the applicant(s) with the earlier date of application (based on the date stamp from the Superintendent's Office) will be given preference.
- d. Tie Breaker: If two (2) or more applicants are tied after consideration of criteria "a", "b", and "c" above, the names of the applicants who are tied shall be placed in a container and drawn from the container for opening(s) in the Program.

C. ENROLLMENT REQUIREMENTS:

1. Resignation: An approved applicant shall resign his/her employment with the District effective at the close of his/her last year of employment in consideration for the benefits outlined in paragraph "D" below. An applicant's application to participate in the Program is not, in and of itself, a resignation of his/her contract with the School District. However, the Board's approval of an application will be considered the approval of the applicant's voluntary resignation and termination of his/her continuing contract. If the Board does not approve an application, the applicant's contract will continue in effect, and he/she will remain employed by the District unless he/she otherwise resigns or his/her contract is terminated or cancelled for cause.
2. Notice of Program: On or before September 15th of each year, the Superintendent or Superintendent's designee shall notify eligible employees of the Program and the Application and Agreement form.
3. Application and Agreement: An employee who wishes to participate must submit a completed Application and Agreement form on or before November 15th of the school year in which he/she intends to resign. The failure to submit an Application and Agreement form by the application deadline shall result in the rejection of the application. An applicant may withdraw his/her Application and Agreement within seven (7) days after the date it was received by the Superintendent's office. The Superintendent or his/her designee shall review the employee's record to determine eligibility.
4. Terminated Employee's Ineligibility: An employee who has received written notice of possible termination for reasons other than reduction in force or who has received written notice of possible cancellation shall NOT be eligible and may NOT participate in the Program, UNLESS after a hearing before the Board, it is determined that said employee's contract shall not be cancelled or terminated or the decision of the Board to terminate or cancel is subsequently set aside.

D. BENEFITS:

1. **Calculation and Payment of Benefits:** The total benefit for an approved applicant shall be as follows: The total amount cannot exceed \$35,000
 - a. Fifty percent (50%) of the index salary placement of his/her contract in effect in the final year of employment multiplied by the average FTE over his/her last 20 years of employment. This amount shall be paid in two (2) equal installments with the first payment on September 15 of the calendar year separation begins, and the second payment on January 15 of the calendar year after the separation option is taken.
 - b. Twenty-five dollars (\$25) per day for each day of his/her unused accumulated sick leave in the final year of employment, up to a maximum of forty-five (45) days. This amount shall be paid in two (2) equal installments with the first payment on September 15 of the calendar year separation begins, and the second payment on January 15 of the calendar year after the separation option is taken.
2. **Source of Funds:** The School District shall pay the entire cost of the Plan.
3. **Administration:** This plan shall be administered by the Board by and through the District administration.
4. **Beneficiary Designation:** The applicant must designate a beneficiary for the Application and Agreement form to be considered complete. If a participant dies before all benefits are paid, the beneficiary shall receive any remaining benefits.
5. **Income Tax Consequences:** Payments pursuant to the Program have been determined to be taxable income for state and federal income tax purposes and will be treated as such. Any required state or federal withholding will be deducted from each payment.
6. **Health Insurance Rights:** A participant will have the opportunity to continue health insurance benefits as may be permitted by the Comprehensive Omnibus Budget Reconciliation Act, other applicable law, or the Retirees Health Insurance Plan under the insurance carrier's guidelines.

E. TIME FOR CONSIDERATION OF APPLICATION AND AGREEMENT, AND WAIVER AND RELEASE OF CLAIMS:

1. **Time to Consider Application and Agreement:** Employees shall be given at least forty-five (45) days within which to consider the terms of the Program. The Application and Agreement form shall inform applicants that the Program is totally voluntary in nature.
2. **Waiver and Release of Claims:** An employee who participates in the Program will be required to release, waive, acquit, and forever discharge the District, all past, present, and future members of the Board in their official and individual capacities, the administrators, and all other officers, agents, and employees of the District, in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, which the participant may now have or which may accrue in the future with respect to, arising out of, or in relation to the participant's employment with the District, including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection

Act (OWBPA), 29 USC §621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 USC §1001 et. seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, NEB. REV. STAT. §48-1001 et seq., Title IX and under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, as amended from time to time, claims or rights under 42 U.S.C. §1981, through and including 42 U.S.C. §1988, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, all claims or rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or national origin before the state or federal EEOC or NEOC, or any other agency or department or the state or federal courts under any state or federal constitution, law, rule, or regulation, all claims or rights relating to libel, slander, breach of confidentiality or privacy, or any claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the participant's employment with the District, this Application and Agreement form, the Program, or the participant's resignation from such employment. The participant must covenant not to sue and agree not to institute any proceedings against, and agree to indemnify and hold harmless, the District or any other persons named herein in their official or individual capacities based on any matter relating to the participant's employment by the District, the Application and Agreement, the Program, or the participant's resignation.

This waiver, release, and indemnification agreement will be given in exchange for consideration in addition to that which the participant is already entitled pursuant to law. The participant will acknowledge that he/she has been advised by this Application and Agreement to consult with an attorney before signing it and participating in the Program. The participant will acknowledge that he/she has had sufficient time to decide whether or not to execute the Application and Agreement, including sufficient time to consider the waiver and release of claims and all other matters contained therein.

F. TERM OF PROGRAM:

The Board, in its sole and unfettered discretion, shall determine whether to make the SIP Program available in any particular year and whether to budget and fund any Program payments and to determine the total amount, if any, that will be made available for such payments.

G. 20 YEARS OF SERVICE NON-SIP

If an employee does not otherwise qualify for the early separation program detailed in this policy, or the SIP is not utilized the employee is eligible to be paid \$50 per day for unused sick days once an employee leaves or retires from the district, as long as the employee satisfies the following conditions:

1. The employee has at least 20 years of service in the district as defined in this policy;
2. The separation from employment is the result of a voluntary resignation which is not the result of a notice of nonrenewal, termination, or cancellation of the employee's contract, and no

grounds exist at the time of resignation to nonrenew, terminate, or cancel the employee's contract.

The payment will be made in the September payroll of the year the separation from employment occurs.

▼ Adopted: May 11, 2009

Revised: September 11, 2017, August 13, 2018

Reviewed:

Deleted: ¶

Title IX

The School District of Seward Board of Education has adopted policy 3057 which can be found at <https://www.sewardpublicschools.org/pages/policy/3057.pdf> regarding Title IX, the prohibition against discrimination on the basis of sex, and grievance procedures for complaints. This policy is attached to this letter.

Pursuant to this policy, the district does not discriminate on the basis of sex in any education programs, which extends to admission and employment. Inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the assistant Secretary for Civil Rights of the United States Department of Education, or both.

The Title IX coordinator for Seward Public School is Dr. Matt Dominy. Dr. Dominy can be contacted at 402-643-2941 or matt.dominy@sewardschools.org.

The assistant Secretary for Civil Rights of the United States Department of Education may be contacted at: U.S. Department of Education, Office for Civil Rights, Washington, D.C. 20202-1100.

Board of Education Study Session

School District of Seward

410 South Street

Seward, NE 68434

Monday, June 14, 2021 5:30 PM

Attendance Taken at 5:36 PM.

Paul Duer:	Present
Jill Hochstein:	Present
Jana Hughes:	Present
Ryne Seaman:	Present
Danielle Shipley:	Present
Shawn Svoboda:	Present

1. Preliminary Procedures

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

1.2. Public Notice as publicized per board policy

The public notice was publicized in the Seward County Independent and posted at city hall, library and the courthouse. The public notice was dated June 9, 2021.

1.3. Roll Call

1.3.1. Action to excuse board members if necessary

2. Possible Discussion Items

2.1. Roofing Plan for the Future

Dr. Fields and Tom Vajgrt updated the board on roofing plans for the future and thoughts of moving forward.

2.2. Random Drug Testing for students who participate in activities

Scott Axt discussed with the board the possibility of doing random drug testing for students who participate in extracurricular activities.

2.3. Facility Planning for Budget Discussion

Dr. Fields updated the board and asked for comments on the facility planning activity that was done last month.

2.4. ESSERS III

Dr. Fields updated the board on ESSERS III and discussed the assurances we must follow for this grant.

3. Adjournment

President Seaman adjourned the meeting at 6:47 p.m.

Prepared by:

Heidi Covert

Paul Duer

Secretary

Board of Education Regular Meeting Template

School District of Seward

410 South Street

Seward, NE 68434

Monday, June 14, 2021 7:00 PM

Attendance Taken at 7:01 PM.

Paul Duer:	Present
Jill Hochstein:	Present
Jana Hughes:	Present
Ryne Seaman:	Present
Danielle Shipley:	Present
Shawn Svoboda:	Present

1. Preliminary Procedures

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

1.2. Public Notice as publicized per board policy

The public notice was publicized in the Seward County Independent and posted at city hall, library and courthouse. The public notice was dated June 9, 2021.

1.3. Roll Call

1.3.1. Action to excuse board members if necessary

1.4. Pledge of Allegiance

1.5. 1.5 Mission The school district of Seward--where every student, every day is a success--affirms that all students will have the skills to become productive and contributing members of a global community. In cooperation with family and community members, the district is committed to the development of each student academically, emotionally, socially, and physically.

1.6. Approval of Agenda

Motion to approve the agenda as presented Passed with a motion by Paul Duer and a second by Shawn Svoboda.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

2. Student Fees Hearing Student Fees Hearing-Review Fees and receipted and expensed during the 2020-2021 school year and request input from the public in regard to potential policy changes.

There was no comment from the public.

3. Public Forum: (The Board President reserves the right to place time limits on individuals and topics.)

3.1. Public Forum on Agenda Items: This is your opportunity to speak to items on the agenda. If you are not a part of the presentation of the agenda item you need to speak now. Thank you for your participation.

There was none.

3.2. Public Forum on Any Topic: This is your opportunity to speak to any topic concerning the school district. Since it is not an agenda item the board cannot discuss or take action at this time on the matter. Future discussion can be requested as an agenda item. Thank you for your participation.

There was none.

4. Reports

4.1. Administrator Reports

Written reports were received from the administrators.

4.2. Superintendent's Report

Dr. Fields recognized Connie Biaggio and Jill Johnson for their service at Seward Public Schools. Dr. Fields also discussed summer projects-greenhouse, carpeting at the elementary, elementary playground, painting and fire alarm system. Dr. Fields thanked Tom and the maintenance crew for all their work this summer. Dr. Fields updated the board on legislative issues, summer school at the high school, SENCAP and bus drivers.

5. Discussion Items

5.1. Technology Update

Dr. Dominy updated the board on technology. All high school students will get new chromebooks this coming year. The older chromebooks from the high school will roll down to

the middle school. 8th grade will have one to one and 7th grade will get chromebooks that will stay in school.

5.2. NSAA Girls Wrestling

Mr. Moody discussed NSAA sanctioned girls wrestling.

5.3. Wellness Center Update

Jana updated the board on the wellness center.

6. Old Business

7. New Business

7.1. Lunch and Breakfast Prices for the 2021-2022 School Year

Motion to increase the lunch and breakfast prices for the 2021-2022 school year by \$0.10. Passed with a motion by Paul Duer and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

7.2. Student Handbooks for the 2021-2022 School Year

Motion to approve the SPS student handbooks for the 2021-2022 school year. Passed with a motion by Paul Duer and a second by Jana Hughes.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

7.3. Contract Cleaning for Seward Elementary

Motion to accept the cleaning service contract of Campbell Cleaning for the 2021-2022 school year. Passed with a motion by Paul Duer and a second by Shawn Svoboda.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8. Personnel

8.1. Classified Staff and Middle Management

Motion to approve the middle management and classified staff total package increase of 2.97% for the 2021-2022 school year. Passed with a motion by Jill Hochstein and a second by Danielle Shipley.

Ryne Seaman: Abstain (With Conflict), Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8.2. Administrator Pay 2021-2022 School Year

Motion to approve the administrator total package increase of 2.97% for the 2021-2022 school year. Passed with a motion by Jill Hochstein and a second by Jana Hughes.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8.3. Superintendent's Contract for the 2021-2022 School Year

Motion to approve the proposed superintendent's contract for the 2021-2022 school year Passed with a motion by Paul Duer and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

9. Future Agenda Items

Interlocal Agreement
Drug Testing-Policy

10. Consent Agenda

10.1. Approval of Minutes

10.2. Approval of Financial Reports

10.2.1. Treasurer

10.2.2. Budget

10.2.3. Activities

10.2.4. Athletic

10.3. Approval of Claims

10.3.1. General Fund - \$1,538,542.22

10.3.2. Bond Fund - \$100,271.25

10.3.3. Qualified Capital Purpose Undertaking Fund - \$4,848.75

10.4. Approval of Consent Agenda

Motion to approve the consent agenda as presented Passed with a motion by Jana Hughes and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

11. Adjournment

Motion to adjourn the meeting at 8:38 PM with the next study session and regular board meeting scheduled for July 12 at 5:30 PM Passed with a motion by Jana Hughes and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

Prepared by:

Heidi Covert

Paul Duer

Secretary

**SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED JUNE 30, 2021**

GENERAL FUND (ACCOUNT NUMBER 100-172)

Bank Balance		3,774,450.65
Bob Dahms--Local Taxes	723,746.80	
Karey Adamy--Local Taxes	54,421.32	
Seward Hot Lunch--Reimbursement	84,820.09	
Alter Metal Recycling--Playground Metal	448.20	
Alter Metal Recycling--Playground Metal	382.05	
Follett--Sale of books	13.32	
Heidi Covert--tables	15.00	
Sharon Aldrich--table	5.00	
Leanne Ruskamp--Bus	275.00	
State of Nebraska--Wards of Court	23,306.00	
State of Nebraska--IDEA GMS 6406	9,107.00	
State of Nebraska--SPED	103,948.00	
State of Nebraska--State Aid	29,321.00	
State of Nebraska--IDEA GMS 6412	30,329.00	
State of Nebraska--ESSERS 1 6996	100,601.00	
State of Nebraska--IDEA GMS 6408	109,341.00	
State of Nebraska--Medicaid	5,653.30	
State of Nebraska--Medicaid	2,013.06	
State of Nebraska--Clean Diesel Bus Reimbursement	42,000.00	
State of Nebraska--Title 1 GMS 6200	59,107.00	
State of Nebraska--SPED	208,163.00	
Jones Bank - Interest	239.97	
		<u>1,587,256.11</u>
		5,361,706.76
Disbursements for the Month -----		1,443,919.24
Bank Balance -----		3,917,787.52
Less Outstanding Checks -----		<u>322,202.49</u>
Available Balance -----		<u>3,595,585.03</u>

GENERAL RESERVE FUND (ACCOUNT NUMBER 461-170)

Beginning Balance -----	1,080,393.41
Transfer to General Fund for Cash Flow Purposes -----	0.00
Interest -----	<u>128.76</u>
Bank Balance -----	<u>1,080,522.17</u>

CD #70001479 JNB--Interest Rate: .03%-Maturity Date 07/30/2021	1,500,000.00
CD #70001363 JNB--Interest Rate: .03%-Maturity Date 09/28/2021	<u>1,000,771.44</u>
	2,500,771.44

TOTAL IN GENERAL RESERVE FUND 3,581,293.61

**SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED JUNE 30, 2021**

DEPRECIATION FUND (ACCOUNT NUMBER 154--006)

Beginning Account Balance -----	118,549.17
Deposits: Jones Bank-----	0.00
Disbursements: -----	<u>0.00</u>
Interest-----	<u>7.05</u>
Bank Balance -----	<u>118,556.22</u>

CD#70001309--JB--.03% DATE DUE 8/05/2021-----	545,142.55
CD#70001364-JNB--.03% DATE DUE 9/28/2021-----	<u>760,320.83</u>

TOTAL CD'S	<u>1,305,463.38</u>
------------	---------------------

<u>TOTAL IN DEPRECIATION FUND ACCOUNTS</u>	<u>1,424,019.60</u>
---	----------------------------

SPECIAL BUILDING FUND (ACCOUNT NUMBER 10-074-9)

Beginning Balance -----	740,213.34
Deposits: Bob Dahms--Local Taxes-----	9,329.57
Karey Adamy--Loal Taxes-----	800.09
Disbursements -----	<u>0.00</u>
Interest-----	<u>54.14</u>
Bank Balance -----	<u>750,397.14</u>

<u>TOTAL IN SPECIAL BUILDING FUND ACCOUNTS</u>	<u>750,397.14</u>
---	--------------------------

UNEMPLOYMENT FUND ACCOUNT (ACCT # 473-633)

Beginning Balance -----	25,014.63
Interest -----	1.59
Disbursements -----	<u>0.00</u>
Bank Balance -----	<u>25,016.22</u>

GIFTS AND DONATIONS (ACCT # 162036)

Beginning Balance -----	56,201.06
Deposit: Omaha Community Foundation-----	1,000.00
Interest-----	3.37
Disbursements -----	<u>7.55</u>
Bank Balance -----	<u>57,196.88</u>

**SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED JUNE 30, 2021**

QUALITY CAPITAL PURPOSE UNDERTAKING FUND (ACCT #640-822)

Beginning Balance	144,159.69
Bob Dahms & Karey Adamy --Local Taxes	6,768.20
Interest	8.76
Disbursements	<u>4,848.75</u>
Bank Balance	<u>146,087.90</u>

BOARD REVOLVING FUND (ACCOUNT NUMBER 159-913)

Beginning Balance	16,160.89
Deposits: SPS	0.00
Interest	0.96
Disbursements	<u>0.00</u>
Bank Balance	<u>16,161.85</u>

HOT LUNCH FUND (ACCOUNT # 10 353 5)

Beginning Balance	313,280.16
Interest	20.59
State of NE Payments	61,154.89
Other Receipts	527.80
Disbursements	<u>85,807.04</u>
Bank Balance	289,176.40
Amount Due District	<u>33,688.48</u>
Available Balance	<u>255,487.92</u>

STUDENT FEE FUND (ACCOUNT #668-157)

Beginning Balance	1,291.26
Receipts: Seward High School Activity Fund	0.00
Interest	0.00
Disbursements	<u>0.00</u>
Bank Balance	<u>1,291.26</u>

**SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED JUNE 30, 2021**

BOND FUND (ACCOUNT #60000586)

Beginning Balance-----	1,186,012.66
Bob Dahms - Taxes-----	67,178.25
Karey Adamy - Taxes-----	5,761.43
Deposit--Joens Bank-----	261.78
Interest-----	71.73
Disbursements-----	<u>100,271.25</u>
Bank Balance -----	<u>1,159,014.60</u>

CD#70001325--JNB RATE OF .08% DATE DUE 11/29/2021-----	<u>350,000.00</u>
--	-------------------

TOTAL IN BOND FUND ACCOUNT	1,509,014.60
-----------------------------------	---------------------

Heidi Covert, Treasurer

**BUDGET PRINTOUT
RECAPITULATION
JUNE 30, 2021**

RECEIPTS PORTION OF THE 2020-2021 BUDGET

	AMOUNT BUDGETED	AMOUNT RECEIVED	AMOUNT REMAINING	% RECEIVED TO DATE
RECEIPTS	20,870,000.00	17,042,478.58	3,827,521.42	81.66%
HOT LUNCH		<u>744,921.94</u>		
TOTAL RECEIPTS		17,787,400.52	3,082,599.48	

EXPENDITURES PORTION OF THE 2020-2021 BUDGET

CATEGORY	BUDGET	SPENT	REMAINING	% EXPENDED
REG INSTRUCTION	9,500,000.00	7,406,587.68	2,093,412.32	77.96%
SPECIAL ED	3,200,000.00	2,115,835.15	1,084,164.85	66.12%
SS--PUPILS	1,850,000.00	918,755.11	931,244.89	49.66%
SS-INSTRUCTION	600,000.00	410,628.58	189,371.42	68.44%
GENERAL ADM	395,000.00	246,156.70	148,843.30	62.32%
PRIN ADMIN	1,100,000.00	862,781.88	237,218.12	78.43%
GEN BUSINESS	400,000.00	200,525.24	199,474.76	50.13%
OPER/MAINT	2,300,000.00	1,369,465.33	930,534.67	59.54%
TRANSPORTATION	910,000.00	646,327.13	263,672.87	71.02%
FOUNDATION	0.00	15,750.00	-15,750.00	0.00%
TRANSFERS	40,000.00	8,467.50	31,532.50	21.17%
GEN FUND TOTALS	20,295,000.00	14,201,280.30	6,093,719.70	69.97%
FEDERAL FUNDS	575,000.00	597,474.08	-22,474.08	103.91%
SIXPENCE		131,914.74		
GRAND TOTAL	20,870,000.00	14,930,669.12	5,939,330.88	71.54%
HOT LUNCH	823,978.00	745,380.95		
TOTAL	21,693,978.00	15,676,050.07		

**SCHOOL DISTRICT OF SEWARD
PROPOSED WARRANTS
JULY 12, 2021**

Salaries for June	Salaries	562,638.55
Jones Bank	FIT/FICA	12,895.16
Nebraska Child Support	Garnishment	179.54
Tennessee Child Support	Garnishment	59.98
Jones Bank	FIT/FICA	164,633.20
Nebraska Child Support	Garnishment	1,955.00
ASPIRE	403b	9,575.00
Jones Bank	FIT/FICA	10,518.58
Nebraska Child Support	Garnishment	179.54
Tennessee Child Support	Garnishment	59.98
NPERS	Retirement	157,745.48
Nebraska Department of Revenue	State Tax	29,364.52
Pay Flex	Section 125	7,829.42
ADA Sports	Supplies	301.71
Amazon	Supplies/Equip	6,708.96
Anderson's	Supplies	790.35
Apple Inc	Technology	2,854.00
Association for Middle Level Education	Dues & Fees	74.98
Baker, Noelle	Supplies	29.82
Benes, Catherine	St. Vincent Title IIA	60.00
Bern's Body Shop	Transportation	1,102.74
BEST	Pupil Services	24,353.44
Biaggio, Connie	Phone/Mileage	235.80
Blue Cross Blue Shield	Health Insurance	204,859.12
Boaz, Cyndi	Mileage	4.29
Bohaty, Marilyn	St. Vincent Title IIA	60.00
Breakout Inc	Subscription	99.00
ByteSpeed, LLC	Technology	2,875.00
Canon Financial Services	Lease	1,204.04
Capital Business Systems, Inc	Lease	780.76
Card Services	Grounds	79.16
Carolina Biological Supply Co	Supplies	817.84
Carson Dellosa	Supplies	20.94
Cascade School Supplies	Supplies	193.57
CCS Presentation Systems	Subscription	1,817.20
CDWG	Technology	389.27
Central Nebraska Rehabilitation Services	Pupil Services	1,727.70
Cipafilter	Technology	2,640.00
City of Seward Utility Dept	Utilities	29,267.90
Computer Hardware	ESSERS 3	28,927.50
Crane, Lisa	St. Vincent Title IIA	60.00
Culligan	Maintenance	36.00
DAS State Accounting	Distance Learning	232.49
Demco	Supplies	513.13
Digital River, Inc	Subscription	4,078.50
Directions EAP	Professional Services	4,360.00
Edgenuity	ESSERS 3	14,625.00
Edvotek	Supplies	103.95
Egan Supply	Maintenance	2,756.06
ELF Enterprises, Inc	ReVision Grant	4,834.30

**SCHOOL DISTRICT OF SEWARD
PROPOSED WARRANTS
JULY 12, 2021**

Engineered Controls, Inc	Maintenance	4,067.12
ESU 4	Staff Dev.	776.00
ESU 6	ESU Expense	116,989.84
Ewell Educational Services Inc	Software	575.00
Explorelearning	Software	875.00
Farmers Cooperative	Maint. Of Equip	699.11
FES	Software	2,750.00
Flinn Scientific	Supplies	1,462.04
Floorseating.com	Furniture	48.30
Futureware	ESSERS 2	17,829.00
Gerhold Concrete	Maintenance	690.62
Geyer	Supplies	45.15
Gopher	Supplies	1,526.39
Grainger	Maintenance	768.58
Hampton Inn	Travel	124.95
hand2mind	Supplies	155.50
Helmink Printing	Supplies	111.00
Hire Right	Transportation	31.40
Hobart	Hot Lunch Repairs	28.62
Holliday, Kurt	Mileage	118.80
Houghton Mifflin Harcourt	Books	9,141.03
Husqvarna	Machinery	9,428.97
InTune Partners	Periodicals	359.00
Jamf	Technology	3,744.00
JF Ahern	Maintenance	888.00
John Deere Financial	Maint. Of Equip	145.40
Johnson Controls	Maintenance	4,011.00
Junior Library Guild	Books	499.80
Kaplan	Furniture	988.66
Kathleen A. Laughlin	Garnishment	102.00
KSB School Law	Legal Fees	1,897.00
Lab-aids	Supplies	390.88
Lakeshore Learning	Supplies	862.31
Literacy Resources LLC	Books	431.94
Madison National Life	LTD Ins.	2,665.61
MakerBot Industries, LLC	ReVision Grant	4,722.14
MakeMusic Inc	Subscription	39.99
Matheson	Supplies	414.15
Jan Meehl	Pupil Services	394.21
Midwest Auto Parts (Napa)	Transportation	82.75
Midwest Bus Repair	Transportation	606.55
Midwest Technology Products	Supplies	778.37
NACIA	Dues & Fees	15.00
Jen Nantkes	Pupil Services	173.54
Nasco	Supplies	1,038.00
National Art & School Supplies	Supplies	3,513.81
Nebraska/Central Equipment	Transportation	90.71
Nebraska Equipment	Maint. Of Equip	436.48
Nebraska Landscape Solutions	Grounds	2,296.68
Northern Speech Services	Supplies	102.53

**SCHOOL DISTRICT OF SEWARD
PROPOSED WARRANTS
JULY 12, 2021**

Omni	Pupil Services	4,932.00
One Source	Admin. Expense	100.00
OnSolve	Technology	2,392.51
O'Reilly	Maint. Of Equip	28.09
Oriental Trading	Supplies	147.70
Pac N Save	Maintenance	38.82
Paper Tiger	Business Support	30.00
Pay Flex	Section 125	147.90
Perma-Bound	Books	1,678.95
Pro-ed	Books	141.90
Quality Resource Group	Supplies	1,561.61
Really Good Stuff	Supplies	320.93
Renaissance	St. Johns Title IIA	1,049.00
Rifton	Supplies	412.50
Rogue	Curriculum	520.00
S & S Worldwide	Supplies	749.45
Sack Lumber	Maintenance	206.00
Savvas	Books	447.96
School Datebooks	Supplies	65.00
School Dist. Of Seward Activity Fund	Reimbursement	13,295.93
School Health	Supplies	472.25
School Nurse Supply Inc	Supplies	1,098.00
Schoolsin	Furniture	3,167.38
School Specialty	Supplies	1,362.66
Seegebarth, Beth	Supplies	301.94
Seesaw	ESSERS 3	8,910.00
Seward County Independent	Advertising	452.12
Seward Lumber	Maintenance	422.16
SiteOne Landscape Supply	Maintenance	38.12
Software Unlimited	Services	3,850.00
Spark Innovations	Supplies	34.95
Specialty Fitness Systems, LLC	Curriculum	422.80
Staples	Equipment	252.36
Super Duper Publications	Supplies	394.75
Teacher Direct	Supplies	196.00
Teacher's Discovery	Supplies	358.97
Teacher Innovations Inc	Subscription	13.50
Teaching Strategies	Subscription	1,195.00
Time Warner Cable	Phone	109.98
TK Elevator Corporation	Maintenance	362.55
Toledo Physical Education Supply	Supplies	501.68
TREND Enterprises Inc	Supplies	88.37
Twin River Urgent Care	Transportation	95.00
Unite Private Networks	Distance Learning	3,516.05
Unity School Bus Parts	Transportation	393.63
UNUM	Life Ins.	536.40
Uribe	Services	2,790.12
USA Clean	Maintenance	466.62
USAD	HAL	981.86

**SCHOOL DISTRICT OF SEWARD
PROPOSED WARRANTS
JULY 12, 2021**

US Cellular	Communications	253.44
Vajgrt, Tom	Rental	231.55
Verizon	Telephone	152.80
Ward's Science	Supplies	314.82
WaterLink	Maintenance	350.68
Wells Fargo	Maintenance	1,511.19
William Macgill & Co	Supplies	655.96
Windstream	Telephone	2,190.02
Woodwind Brasswind	Supplies	1,126.85
Zaner Bloser	Supplies	2,826.92

TOTAL GENERAL FUND CLAIMS		1,569,280.18
----------------------------------	--	---------------------

**SCHOOL DISTRICT OF SEWARD
PROPOSED WARRANTS
JULY 12, 2021**

ADDITIONAL CLAIMS

Lettuce Grow	Revision Grant	6,894.00
Seward County Chamber & Economic	Revision Grant	8,487.00

TOTAL GENERAL FUND CLAIMS		1,584,661.18
----------------------------------	--	---------------------

**SCHOOL DISTRICT OF SEWARD
PROPOSED SPECIAL BUILDING FUND CLAIMS
JULY 12, 2021**

SCHAEFER CONCRETE	GREENHOUSE PAD	5,540.00
TRANE	ELEMENTARY HVAC	34,500.00
CLARK & ENERSEN	HS RENOVATIONS	498.75
	TOTAL	40,538.75