

Board of Education Regular Meeting  
Monday, June 14, 2021 7:00 PM  
Music Room, Humboldt  
810 Central Avenue  
Humboldt, NE 68376-9706

1. **OPEN MEETING NOTICE - CALL MEETING TO ORDER- ROLL CALL - PLEDGE OF ALLEGIANCE\***
2. **APPROVE THE AGENDA**
3. **WELCOME PATRONS AND GUESTS**
4. **PATRON COMMENT**
5. **CORRESPONDENCE**
6. **APPROVE CONSENT AGENDA**
  1. Meeting Minutes
  2. Bills for Payment
  3. Review Treasurer's report
7. **REPORTS**
  1. Principal Othmer
  2. Assistant Principal Lottman
  3. NASB Report
8. **DISCUSSION ITEMS**
  1. Table Rock Football Field Update
9. **ACTION ITEMS**
  1. Approve board member's leave of absence
  2. Approve change in school calendar for 2021-22
  3. Approve changes in Policy 5001 Compulsory Attendance and Excessive Absenteeism and 5045 Student Fees
  4. Approve changes in Policy 6008 Class Rank
  5. Approve policy reviews on policies 2007, 2009, 2012, 2013, 2015, 3004, 3020, 3022, 3023, 3025, 3047, 3048, 3049, 3053, 4012, 4013, 4030.1, 5008, 5037, 6027, and 6031 as attached
  6. Approve revisions to policies 2005, 3001, 3003, 3003.1, 3004.1, 3042, 3043, 3058, 5063, and 6036 as attached
  7. Approve resignation of Brenda Frank as Head Cook effective May 12, 2021
  8. Approve resignation of Teresa Gartner as part-time custodian effective May 31, 2021
  9. Approve hiring Michael Coffey as a music teacher for 2021-22
  10. Approve hiring Brandy James as a paraprofessional
  11. Approve hiring Amber Hower as PreSchool teacher
10. **SUPERINTENDENT EDMUNDSON REPORT**
11. **EXECUTIVE SESSION - Property**
  1. Motion to purchase property
12. **BOARD MEMBER CONCERNS**
13. **ADJOURN**

## **Board of Education Regular Meeting**

Monday, May 10, 2021 7:00 PM

Music Room, Humboldt

Attendance Taken at 7:00 PM. Crystal Dunekacke: Present, Kyle Hilgenfeld: Present, Mike Kanel: Present, Neal Kanel: Present, Scott Ogle: Present, Tim Schardt: Present.

### **1. OPEN MEETING NOTICE - CALL MEETING TO ORDER- ROLL CALL -PLEDGE OF ALLEGIANCE\***

### **2. APPROVE THE AGENDA**

Motion to approve agenda passed with a motion by Crystal Dunekacke and a second by Scott Ogle. Yea: 6, Nay: 0

### **3. WELCOME PATRONS AND GUESTS**

### **4. PATRON COMMENT**

### **5. CORRESPONDENCE**

### **6. APPROVE CONSENT AGENDA**

Passed with a motion by Tim Schardt and a second by Crystal Dunekacke. Yea: 6, Nay: 0

6.1. Meeting Minutes

6.2. Bills for Payment

6.3. Review Treasurer's report

### **7. REPORTS**

7.1. Principal Othmer

The report mentioned updating math curriculum, upcoming professional development for teachers, and accreditation summary will be available next month.

7.2. Assistant Principal Lottman

An update on assessments, state accreditation visit, and end of the year student events.

7.3. NASB Update

An attachment from NASB was included.

### **8. DISCUSSION ITEMS**

8.1. Building and Grounds

Discussion concerning the football field in Table Rock.

### **9. ACTION ITEMS**

9.1. Approve board member's leave of absence

9.2. Table Rock football field

Motion to donate Table Rock football field to the Village of Table Rock passed with a motion by Scott Ogle and a second by Mike Kanel. Yea: 6, Nay: 0

9.3. ESU4 Core Resolution

Motion to approve ESU4 Core Services Resolution with a motion by Kyle Hilgenfeld and a second by Crystal Dunekacke. Yea: 6, Nay: 0

9.4. Approve hiring Carl Linnerson as social science teacher

Motion to offer a contract to Carl Linnerson as a teacher for the 2021-22 school year. passed with a motion by Scott Ogle and a second by Tim Schardt. Yea: 6, Nay: 0

9.5. Approve Student Handbook and Laptop Handbook for 2021-22

Motion to approve the Student Handbook and Student Laptop Handbook for 2021-22 with a motion by Scott Ogle and a second by Mike Kanel. Yea: 6, Nay: 0

9.6. Approve Certified Staff Handbook for 2021-22

Motion to approve Certified Staff Handbook for 2021-22 with a motion by Scott Ogle and a second by Crystal Dunekacke. Yea: 6, Nay: 0

9.7. Approve Non-certified Staff Handbook for 2021-22

Motion to approve Non-Certified Staff Handbook for 2021-22 with a motion by Crystal Dunekacke and a second by Mike Kanel. Yea: 6, Nay: 0

9.8. Approve updated math curriculum quote

Motion to approve math curriculum updates as recommended with a motion by Scott Ogle and a second by Kyle Hilgenfeld. Yea: 6, Nay: 0

9.9. Motion to hire a Music teacher [no motion]

9.10. Approve Change in Social Science Graduation Requirements

Approve as proposed passed with a motion by Scott Ogle and a second by Crystal Dunekacke. Yea: 6, Nay: 0

#### **10. SUPERINTENDENT EDMUNDSON REPORT**

The written report for the Accreditation visit will be reviewed in June. Advertised for a 3-year old Preschool classroom teacher due to number of students. Attached were the spring requisitions and the 2021-22 coaching assignments.

#### **11. EXECUTIVE SESSION - STUDENT CONCERNS**

Enter into executive session to discuss student concerns at 7:26 pm passed with a motion by Scott Ogle and a second by Mike Kanel. Yea: 6, Nay: 0

Exit executive session at 7:39 pm passed with a motion by Scott Ogle and a second by Crystal Dunekacke. Yea: 6, Nay: 0

#### **12. ADJOURN**

Meeting declared adjourned by Neal Kanel at 7:45 pm.

Respectfully submitted,

Kellie Workman

Account Number	Detail Description	Amount
01 1100 643 000	7091 mathseeds subs	750.00
Total 3P LEARNING INC		750.00
01 1100 610 001	preAct	224.00
Total ACT		224.00
01 2230 650 000	7012 - 15 MACBOOKS	16,920.00
Total APPLE COMPUTER INC		16,920.00
01 2141 591 000	40% salary & benefits reimb- JA Psych	2,535.13
Total Auburn Public Schools		2,535.13
01 2310 890 000	plaques	122.12
Total AWARDS UNLIMITED INC		122.12
01 2620 610 000	janitor supplies	188.68
Total Blecha's General Store		188.68
01 1100 610 001	7060 JOYNER ART	594.39
Total BLICK ART MATERIALS		594.39
01 2710 610 000	vehicle maint.	224.03
Total BOOMGARN, RENEE		224.03
01 1100 643 000	7093 1yr access-curriculum	2,600.00
Total BRAINPOP LLC		2,600.00
01 1100 440 000	COPIER LEASES	2,752.76
Total CANON FINANCIAL SERVICES		2,752.76
01 1100 440 000	copies	1.49
01 1100 440 000	copies	1,251.08
Total CAPITAL BUSINESS SYSTEMS, INC		1,252.57
01 2620 610 000	custodial	169.14
01 1100 610 003	jumpstart	11.58
01 2710 626 000	fuel	295.57
01 2213 330 000	nurse conf	150.00
01 2320 330 000	se-state track	216.39
01 2510 610 000	office supplies	17.61
01 2230 643 000	tech	15.81
01 3541 610 003	Sixpence-FamInvolmnt	722.84
01 2510 531 000	postage	6.00
Total CARDMEMBER SERVICE		1,604.94
01 1100 610 001	MENARDS 1.16.21	487.71
01 1100 610 001	menards 3.28	151.11
01 1100 610 001	zero	79.12
01 1100 610 001	amazon	11.89
01 1100 610 001	grizzly	50.33
01 1100 610 001	amazon	23.49
01 2213 330 000	mileage	67.20
01 2213 330 000	mileage	67.20
Total Catlin, Brad		938.05
01 1100 610 001	7078 PLATT LANDSCAPING TEXT	195.25
Total CENGAGE LEARNING		195.25
01 2310 890 000	staff appreciation	52.09
01 1200 610 003	SPED	23.38
01 2310 890 000	STAFF APP/RET	179.98
01 1100 610 002	FCS	26.75
Total CLEANING COUSINS, LLC		282.20
01 2230 650 000	april tech	232.49
01 2230 650 000	MAY 2021 TECH	232.49
Total DAS STATE ACCOUNTING - CENTRAL FINANACE		464.98
01 2620 350 000	service call-leaking urinal	85.00
01 2620 350 000	replace drain valve cooling tower	212.05

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Account Number	Detail Description	Amount
Total DSTK PHILLIPS, INC		297.05
01 1100 643 000	7092 reading egg/nwea+ licenses	2,194.50
Total EDMENTUM, INC		2,194.50
01 2320 333 000	mileage/meals state track	109.69
Total Edmundson, Sherri		109.69
01 1100 643 000	7084-annual license	639.00
Total ESGI SOFTWARE		639.00
01 2230 643 000	SRS Tier 5	901.00
01 2130 320 000	student health checks	2,432.00
01 1292 591 003	0-2 EC sped dir	126.36
01 1291 591 003	3-5 EC sped dir	126.36
01 2153 591 003	0-2 EC audiology	68.35
01 2152 591 003	3-5 EC audiology	68.35
01 2151 591 000	Sec SA audiology	615.12
01 2141 591 000	Elem SA psych	1,400.00
01 2141 591 000	Sec SA psych	1,400.00
01 2151 591 000	Elem SA deaf ed	516.00
01 1200 591 003	Elem Learn Cntr (Bfit)	43,942.07
01 1292 591 003	0-2 EC early ch	300.00
01 1292 591 003	0-2 EC consult	254.17
01 1291 591 003	3-5 EC consult	254.16
01 1200 591 003	Elem SA sped dir	1,137.24
01 1200 591 001	Sec. SA sped dir	1,137.24
01 2151 591 000	Elem SA audiology	615.12
Total ESU #4		55,293.54
01 2230 643 000	tech	52.50
Total ESU #6		52.50
01 2230 643 000	network charge	262.50
Total ESU 5		262.50
01 2310 540 000	advertising	28.08
Total FALLS CITY JOURNAL		28.08
01 2620 420 000	trash	456.70
Total FALLS CITY SANITATION		456.70
01 2620 610 000	MAINT	25.00
Total FARM & CITY SUPPLY		25.00
01 1100 382 001	distance learning	279.66
Total FIBER PLATFORM, LLC		279.66
01 1100 610 001	7039 WELDON SCIENCE	803.79
01 1100 610 001	7037 WELDON SCIENCE	1,041.12
01 1100 610 001	7038 WELDON SCIENCE	596.26
Total FLINN SCIENTIFIC INC		2,441.17
01 2230 643 000	absence/sub mgmt 7/1/21-6/30/22	3,528.93
Total FRONTLINE TECHNOLOGIES GROUP LLC		3,528.93
01 1100 610 001	7029 k-6 MATH CURR/6 YR SUBS	16,336.24
01 1100 610 001	7029 k-6 MATH CURR/6 YR SUBS	16,800.67
Total GATEWAY EDUCATION HOLDINGS LLC		33,136.91
01 1300 580 001	3500	35.75
01 2310 890 000	3499	165.00
01 1190 610 003	3498	31.65
01 1100 890 001	refund dr ed tuition-covid	200.00
Total GENERAL OFFICE CHECKING ACCT.		432.40
01 2620 610 000	custodial/maint.	108.60
Total HOME DEPOT PRO, THE		108.60
01 1100 640 003	7083 READING	415.48
01 1100 640 002	7056 LITERATURE	1,193.40

Account Number	Detail Description	Amount
Total HOUGHTON MIFFLIN CO		1,608.88
01 2310 540 000	falls sports & academic msgs	432.00
Total HTMC		432.00
01 8000 913 000	transfer from general fund	50,000.00
Total HTRS ACTIVITY FUND		50,000.00
01 102	june 15 payroll	447,966.71
Total HTRS PAYROLL ACCT		447,966.71
01 2310 540 000	advertising	72.85
Total HUMBOLDT STANDARD		72.85
01 2220 640 000	library subs.	35.00
Total HUSKERLAND PREP REPORT		35.00
01 6996 643 000	CB-educlimber year 1 of 3-ESSERS	1,740.00
01 1200 643 000	CB-FastBridge onboarding/training	652.84
Total ILLUMINATE EDUCATION		2,392.84
01 1100 643 000	1 YEAR SITE LICENSE	4,276.00
Total IXL LEARNING		4,276.00
01 2620 350 000	glass replcmt in tech room	300.00
Total JIM HILLS		300.00
01 2330 317 000	legal services	252.00
Total KSB School Law		252.00
01 2620 350 000	water softner	421.78
Total KURITA AMERICA INC		421.78
01 1190 733 003	7048 FREY ORGANIZER/SEAT	792.30
Total LAKESHORE LEARNING MATERIALS		792.30
01 2220 640 000	library subs.	355.99
Total LINCOLN JOURNAL-STAR		355.99
01 6408 340 003	0-2 YO	217.75
01 6408 340 003	3-5 Yo	268.00
01 2161 340 000	SA	1,024.25
Total MALCOLM, MARY		1,510.00
01 2620 610 000	blade set	65.67
Total MERZ FARM EQUIPMENT		65.67
01 2620 610 000	custodial/maint	942.66
01 2620 610 000	floor materials	2,601.45
Total MID-AMERICAN RESEARCH		3,544.11
01 6408 340 003	0-2 YO	184.25
01 6408 340 003	3-5 Yo	485.75
01 2171 340 000	SA	1,548.78
Total NATIONAL THERAPEUTIC ASSOCIATES, INC		2,218.78
01 2410 310 000	KLottman Admin days	260.00
01 2510 340 000	kw dues	335.00
Total NCSA - NEBRASKA COUNCIL OF SCHOOL ADMIN		595.00
01 1200 591 003	sped contracted services	13,300.00
Total NEBRASKA CITY PUBLIC SCHOOLS		13,300.00
01 1100 890 002	21-8731527	20.00
Total NEBRASKA DEPARTMENT OF REVENUE		20.00
01 1100 643 000	6593 MAPS	345.00
Total NORTHWEST EVALUATION ASSOCIATION		345.00
01 2610 621 000	ELEC	31.58
01 2610 621 000	elec.	49.71
01 2610 621 000	elec.	71.54
01 2610 621 000	elec.	57.64
01 2610 621 000	elec.	4,396.12

Account Number	Detail Description	Amount
Total NPPD		4,606.59
01 1100 643 000	21-22 test prep	2,200.00
Total ONTOCOLL		2,200.00
01 2310 540 000	advertising	35.27
01 2310 540 000	advertising	6.56
01 2310 540 000	advertising	37.50
Total PAWNEE REPUBLICAN		79.33
01 2620 610 000	maint.	16.28
Total PAWNEE TRUE VALUE		16.28
01 1100 610 001	7077 music curriculum subs	2,520.00
Total QUAVERED, INC		2,520.00
01 1100 643 000	7090 - 32 LICENSES	736.00
Total READ NATURALLY		736.00
01 1100 643 000	STAR/AR ANNUAL RENEWAL	4,176.75
Total RENAISSANCE LEARNING, INC		4,176.75
01 1100 610 003	7049 FOLDERS	236.25
Total ROCHESTER 100 INC.		236.25
01 2620 340 000	spraying	68.00
01 2630 340 000	ANNUAL TERMITE MONITORING	800.00
Total SCHENDEL PEST CONTROL		868.00
01 1100 610 003	7036 KRAFT PAPER	124.58
01 1200 610 003	7080 a bowers	65.00
Total SCHOOL SPECIALTY LLC		189.58
01 2710 626 000	FUEL	1,522.15
01 1300 580 001	DR ED	463.00
01 2712 626 000	SPED	15.00
Total STATION SERVICE CENTER INC., THE		2,000.15
01 1200 111 003	7044- BLECHA-SPED	427.36
Total THERAPY SHOPPE		427.36
01 2620 350 000	elev maint.	468.41
01 2620 350 000	phone replacement in elev.1	345.39
01 2620 350 000	phone replacement in elev.2	345.40
Total TK ELEVATOR CORPORATION		1,159.20
01 2710 340 000	coolant leak on 2016 freighliner	2,445.71
Total TRUCK CENTER COMPANIES		2,445.71
01 2510 530 000	phone	111.08
01 2510 530 000	PHONE	770.09
Total WINDSTREAM NEBRASKA		881.17
01 1100 610 003	7051 handwriting wkbks	327.00
Total ZANER-BLOSER, INC		327.00
Checking Account ID 1		684,309.61

Expenditure Report by Function/Object -  
Detail\_KW

06/09/2021 11:34 AM

Regular; Processing Month 06/2021; Fund Number 01

User ID: KAW

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01	GENERAL FUND				
1100	REGULAR INSTRUCTIONAL PROGRAMS				
01 1100 111 000	Extra Duty Salary	135,000.00	0.00	105.47	(7,385.83)
01 1100 111 001	HS Teacher Salaries	1,000,000.00	0.00	71.37	286,297.41
01 1100 111 002	MS Teacher Salaries	18,000.00	0.00	99.70	53.58
01 1100 111 003	EL Teacher Salaries	745,000.00	0.00	78.51	160,083.94
01 1100 112 002	MS AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 112 003	EL AIDE/PARA	56,946.00	0.00	128.04	(15,966.96)
01 1100 113 001	HS SUB TCHR	1,700.00	0.00	678.68	(9,837.50)
01 1100 113 002	MS SUB TCHR	0.00	0.00	0.00	0.00
01 1100 113 003	EL SUB TCHR	32,000.00	0.00	65.58	11,013.68
01 1100 153 000	TEACH SUB/CLASS COVERAGE	2,000.00	0.00	70.59	588.20
01 1100 153 001	EXTRA DUTY / STIPENDS	12,000.00	0.00	33.75	7,950.00
01 1100 153 002	CERT Unused Leave Payouts	20,000.00	0.00	0.00	20,000.00
01 1100 211 000	D GROUP INSURANCE TCHR/PROF	28,000.00	0.00	80.99	5,323.13
01 1100 211 001	HS GROUP INSURANCE TCHR/PROF	248,000.00	0.00	75.39	61,038.66
01 1100 211 002	MS GROUP INSURANCE TCHR/PROF	7,000.00	0.00	76.38	1,653.75
01 1100 211 003	EL GROUP INSURANCE TCHR/PROF	205,000.00	0.00	78.47	44,131.57
01 1100 212 003	EL GROUP INSURANCE AIDE/PARA	1,500.00	0.00	0.00	1,500.00
01 1100 213 001	CERTIFIED CLASS COVG-BCBS	100.00	0.00	45.88	54.12
01 1100 213 003	CERTIFIED CLASS COVG-BCBS	0.00	0.00	0.00	0.00
01 1100 221 000	D SOCIAL SECURITY TCHR/PROF	10,000.00	0.00	107.77	(777.38)
01 1100 221 001	HS SOCIAL SECURITY TCHR/PROF	75,000.00	0.00	71.69	21,229.08
01 1100 221 002	MS SOCIAL SECURITY TCHR/PROF	1,500.00	0.00	91.99	120.22
01 1100 221 003	EL SOCIAL SECURITY TCHR/PROF	56,000.00	0.00	78.31	12,144.30
01 1100 222 001	HS SOCIAL SECURITY AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 222 002	MS SOCIAL SECURITY AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 222 003	EL SOCIAL SECURITY AIDE/PARA	8,000.00	0.00	69.48	2,441.79
01 1100 223 000	SOCIAL SECURITY Tchr Sub Pay	200.00	0.00	54.00	92.00
01 1100 223 001	HS SOCIAL SECURITY SUB TCHR	2,000.00	0.00	59.62	807.58
01 1100 223 002	MS SOCIAL SECURITY SUB TCHR	1,500.00	0.00	0.00	1,500.00
01 1100 223 003	EL SOCIAL SECURITY SUB TCHR	2,500.00	0.00	64.24	894.02
01 1100 231 000	D RETIREMENT TCHR/PROF	15,000.00	0.00	82.87	2,569.26
01 1100 231 001	HS RETIREMENT TCHR/PROF	95,000.00	0.00	70.71	27,827.92
01 1100 231 002	MS RETIREMENT TCHR/PROF	1,500.00	0.00	118.45	(276.69)
01 1100 231 003	EL RETIREMENT TCHR/PROF	73,000.00	0.00	76.85	16,896.58
01 1100 232 001	HS RETIREMENT AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 232 002	MS RETIREMENT AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 232 003	EL RETIREMENT AIDE/PARA	9,000.00	0.00	78.78	1,910.01
01 1100 233 000	RETIREMENT Tchr Class Covg	0.00	0.00	0.00	(139.39)
01 1100 233 001	HS RETIREMENT SUB TCHR	100.00	0.00	272.54	(172.54)
01 1100 233 002	MS RETIREMENT SUB TCHR	0.00	0.00	0.00	0.00
01 1100 233 003	EL RETIREMENT SUB TCHR	100.00	0.00	163.82	(63.82)
01 1100 237 000	D RETIREMENT TCHR/PROF	0.00	0.00	0.00	0.00
01 1100 237 001	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1100 237 002	MSIncreased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1100 237 003	ELIncreased Retirement Contribution Rate	0.00	0.00	0.00	0.00

**Expenditure Report by Function/Object -  
Detail\_KW**

06/09/2021 11:34 AM

Regular; Processing Month 06/2021; Fund Number 01

User ID: KAW

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 1100 260 000	D UNEMPLOYMENT PMTS	0.00	0.00	0.00	0.00
01 1100 281 000	D LTD/STD TCHR/PROF	100.00	0.00	266.18	(166.18)
01 1100 281 001	HS LTD/STD TCHR/PROF	6,000.00	0.00	77.05	1,377.20
01 1100 281 002	MS LTD/STD TCHR/PROF	100.00	0.00	104.84	(4.84)
01 1100 281 003	EL LTD/STD TCHR/PROF	5,000.00	0.00	75.91	1,204.26
01 1100 282 001	HS LTD/STD AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 282 002	MS LTD/STD AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 282 003	EL LTD/STD AIDE/PARA	500.00	0.00	62.21	188.95
01 1100 283 001	LTD/STD SUB TCHR	0.00	0.00	0.00	(1.32)
01 1100 283 003	LTD/STD SUB TCHR	0.00	0.00	0.00	(6.04)
01 1100 333 000	MILEAGE PAID TO CERTIFIED	1,500.00	0.00	10.68	1,339.83
01 1100 382 001	Tuition - Distance Learning	10,000.00	279.66	113.84	(1,383.62)
01 1100 382 002	Tuition - Distance Learning	0.00	0.00	0.00	0.00
01 1100 440 000	DISTRICT RENTALS/LEASES	35,000.00	4,005.33	85.86	4,947.26
01 1100 580 000	INSTRUCTIONAL TRAVEL EXPENSES	500.00	0.00	135.37	(176.84)
01 1100 610 001	HS Teaching Supplies	30,000.00	39,915.37	170.10	(21,029.14)
01 1100 610 002	MS Teaching Supplies	10,000.00	26.75	15.50	8,449.83
01 1100 610 003	EL Teaching Supplies	15,000.00	699.41	56.86	6,470.68
01 1100 640 001	HS Textbooks	20,000.00	0.00	17.69	16,461.44
01 1100 640 002	MS Textbooks	15,000.00	1,193.40	7.96	13,806.60
01 1100 640 003	EL Textbooks	10,000.00	415.48	4.15	9,584.52
01 1100 643 000	WEB/CLOUD BASED SOFTWARE	15,000.00	17,917.25	210.71	(16,605.85)
01 1100 733 001	HS Furniture And Equipment	500.00	0.00	24.37	378.16
01 1100 733 002	MS Furniture And Equipment	500.00	0.00	0.00	500.00
01 1100 733 003	EL Furniture And Equipment	500.00	0.00	0.00	500.00
01 1100 890 001	HS Other Expense	4,000.00	200.00	5.05	3,798.02
01 1100 890 002	MS Other Expense	2,000.00	20.00	5.86	1,882.75
01 1100 890 003	EL Other Expense	5,000.00	0.00	11.90	4,405.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	3,048,846.00	64,672.65	77.39	689,421.36
1150	LIMITED ENGLISH PROF PROGRAMS				
01 1150 111 003	LEP/ESL SALARIES TCHR/PROF	1,000.00	0.00	654.02	(5,540.24)
01 1150 211 003	ELA GROUP INSURANCE TCHR/PROF	100.00	0.00	2,560.89	(2,460.89)
01 1150 221 003	ELA SOCIAL SECURITY TCHR/PROF	100.00	0.00	499.68	(399.68)
01 1150 231 003	ELA RETIREMENT TCHR/PROF	100.00	0.00	643.15	(543.15)
01 1150 281 003	ELA LTD/STD TCHR/PROF	500.00	0.00	9.54	452.32
1150	LIMITED ENGLISH PROF PROGRAMS	1,800.00	0.00	571.76	(8,491.64)
1160	PROVERTY PROGRAMS				
01 1160 111 003	Teacher Salaries - Poverty	0.00	0.00	0.00	0.00
01 1160 113 003	Substitute Salaries - Poverty	0.00	0.00	0.00	0.00
01 1160 211 003	Health Insurance - Poverty	0.00	0.00	0.00	0.00
01 1160 221 003	Social Security - Poverty	0.00	0.00	0.00	0.00
01 1160 231 003	Retirement - Poverty	0.00	0.00	0.00	0.00
01 1160 281 003	Long Term Disability - Poverty	0.00	0.00	0.00	0.00
01 1160 610 003	Teaching Supplies - Poverty	0.00	0.00	0.00	0.00
01 1160 890 003	Other Expense - Poverty	0.00	0.00	0.00	0.00
1160	PROVERTY PROGRAMS	0.00	0.00	0.00	0.00
1190	EARLY CHILDHOOD ED PROGRAMS				
01 1190 111 003	Early Childhood Salary	95,000.00	0.00	29.51	66,970.22
01 1190 112 003	EC Early Childhood Aide	7,000.00	0.00	109.34	(653.66)
01 1190 113 003	EC Substitute Salaries	500.00	0.00	214.50	(572.50)
01 1190 211 003	EC Health Insurance	15,000.00	0.00	4.21	14,368.86

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Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 1190 221 003	EC Social Security	10,000.00	0.00	21.54	7,846.07
01 1190 222 003	EC SOC SEC AIDE/PARA	500.00	0.00	117.56	(87.78)
01 1190 223 003	EC SOC SEC SUB TCHR	0.00	0.00	0.00	(82.21)
01 1190 231 003	EC Retirement	10,000.00	0.00	27.59	7,241.42
01 1190 232 003	RETIREMENT AIDE/PARA	1,000.00	0.00	75.60	244.00
01 1190 237 003	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1190 281 003	EC LTD/STD TCHR/PROF	1,000.00	0.00	22.57	774.26
01 1190 282 003	LTD/STD AIDE/PARA	0.00	0.00	0.00	(30.01)
01 1190 283 003	LTD/STD SUB TCHR	0.00	0.00	0.00	(2.31)
01 1190 330 003	EC STAFF DEVELOPMENT/TRAINING	500.00	0.00	0.00	500.00
01 1190 333 003	EC Mileage	0.00	0.00	0.00	0.00
01 1190 610 003	EC Supplies	500.00	31.65	1,722.32	(8,111.61)
01 1190 733 003	EC Furniture & Equipment	500.00	792.30	188.21	(441.03)
1190	EARLY CHILDHOOD ED PROGRAMS	141,500.00	823.95	37.83	87,963.72
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS				
01 1200 111 001	HS SPED Teacher Salaries	220,000.00	0.00	53.59	102,103.95
01 1200 111 002	MS SPED Teacher Salaries	10,000.00	0.00	430.67	(33,067.25)
01 1200 111 003	EL SPED Teacher Salaries	165,000.00	427.36	108.73	(14,405.87)
01 1200 112 001	HS SPED Teacher Aide	0.00	0.00	0.00	0.00
01 1200 112 002	MS SPED Teacher Aide	0.00	0.00	0.00	0.00
01 1200 112 003	EL SPED Teacher Aide	110,000.00	0.00	85.25	16,220.53
01 1200 113 001	HS SPED Substitute Salaries	0.00	0.00	0.00	0.00
01 1200 113 002	MS SPED Substitute Salaries	0.00	0.00	0.00	0.00
01 1200 113 003	EL SPED Substitute Salaries	500.00	0.00	206.25	(531.25)
01 1200 211 001	HS SPED GROUP INS TCHR/PROF	65,000.00	0.00	61.21	25,216.10
01 1200 211 002	MS SPED GROUP INS TCHR/PROF	3,000.00	0.00	268.15	(5,044.53)
01 1200 211 003	EL SPED GROUP INS TCHR/PROF	53,000.00	0.00	93.20	3,602.21
01 1200 212 003	EL SPED GROUP INS AIDE/PARA	1,000.00	0.00	0.00	1,000.00
01 1200 221 001	HS SPED SOCIAL SECURITY TCHR/PROF	20,000.00	0.00	44.70	11,059.74
01 1200 221 002	MS SPED SOCIAL SECURITY TCHR/PROF	1,000.00	0.00	330.29	(2,302.94)
01 1200 221 003	EL SPED SOCIAL SECURITY TCHR/PROF	15,000.00	0.00	90.28	1,457.63
01 1200 222 003	EL SPED SOCIAL SECURITY AIDE/PARA	10,000.00	0.00	71.69	2,831.07
01 1200 223 003	EL SPED SOCIAL SECURITY SUB TCHR	0.00	0.00	0.00	(78.88)
01 1200 231 001	HS SPED RETIREMENT TCHR/PROF	25,000.00	0.00	46.13	13,467.59
01 1200 231 002	MS SPED RETIREMENT TCHR/PROF	1,000.00	0.00	424.31	(3,243.07)
01 1200 231 003	EL SPED RETIREMENT TCHR/PROF	20,000.00	0.00	87.46	2,508.69
01 1200 232 003	EL SPED RETIREMENT AIDE/PARA	10,000.00	0.00	90.73	927.42
01 1200 237 001	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1200 237 002	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1200 237 003	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1200 281 001	HS SPED LTD/STD TCHR/PROF	2,000.00	0.00	40.28	1,194.49
01 1200 281 002	MS SPED LTD/STD TCHR/PROF	100.00	0.00	289.23	(189.23)
01 1200 281 003	HS SPED LTD/STD TCHR/PROF	1,000.00	0.00	131.02	(310.20)
01 1200 282 003	EL SPED LTD/STD AIDE/PARA	1,000.00	0.00	42.47	575.30
01 1200 330 000	SPED STAFF DEV/TRAINING	5,000.00	0.00	9.60	4,520.00

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01 1200 332 000	SPED MILEAGE TO PARENTS	0.00	0.00	0.00	(372.68)
01 1200 333 000	SPED Mileage to Staff	0.00	0.00	0.00	(92.96)
01 1200 580 000	SPED TRAVEL EXPENSES	500.00	0.00	0.00	500.00
01 1200 591 001	HS PURCHASED SERVICES	40,000.00	1,137.24	279.11	(71,643.58)
01 1200 591 002	MS PURCHASED SERVICES	0.00	0.00	0.00	(1,448.96)
01 1200 591 003	EL PURCHASED SERVICES	230,000.00	58,379.31	136.40	(83,721.35)
01 1200 610 001	HS SPED Supplies	3,000.00	0.00	35.66	1,930.34
01 1200 610 002	MS SPED Supplies	1,000.00	0.00	49.09	509.11
01 1200 610 003	EL SPED Supplies	6,000.00	88.38	68.08	1,915.43
01 1200 640 001	HS SPED Textbooks	0.00	0.00	0.00	0.00
01 1200 640 002	MS SPED Textbooks	1,000.00	0.00	0.00	1,000.00
01 1200 640 003	EL SPED Textbooks	0.00	0.00	0.00	0.00
01 1200 643 000	SPED Web/Cloud Based Software	1,000.00	652.84	431.65	(3,316.48)
01 1200 733 001	HS SPED Furniture And Equipment	0.00	0.00	0.00	0.00
01 1200 733 002	MS SPED Furniture And Equipment	0.00	0.00	0.00	0.00
01 1200 733 003	EL SPED Furniture And Equipment	500.00	0.00	0.00	500.00
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	1,021,600.00	60,685.13	102.62	(26,729.63)
1291	SPED 3-5 YO				
01 1291 111 003	SPED PREK SALARIES TCHR/PROF	0.00	0.00	0.00	0.00
01 1291 211 003	Sped BAF - BCBS	0.00	0.00	0.00	0.00
01 1291 221 003	SPED BAF - Fica	0.00	0.00	0.00	0.00
01 1291 231 003	SPED BAF - Retire	0.00	0.00	0.00	0.00
01 1291 281 003	SPED BAF - LTD	0.00	0.00	0.00	0.00
01 1291 591 003	SPED 3-5 YO PURCH SERVICES	0.00	380.52	0.00	(3,110.76)
1291	SPED 3-5 YO	0.00	380.52	0.00	(3,110.76)
1292	SPED DIRECTOR				
01 1292 591 003	EC SPED DIR	5,000.00	680.53	93.13	343.34
1292	SPED DIRECTOR	5,000.00	680.53	93.13	343.34
1300	SUMMER SCHOOL				
01 1300 111 001	Driver's Education Salary	3,000.00	0.00	0.00	3,000.00
01 1300 221 001	DrEd Social Security	500.00	0.00	0.00	500.00
01 1300 231 001	DrEd Retirement	500.00	0.00	0.00	500.00
01 1300 237 001	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1300 281 001	DrEd LTD/STD	0.00	0.00	0.00	0.00
01 1300 338 001	DrEd Repairs	0.00	0.00	0.00	0.00
01 1300 580 001	DrEd GAS & OIL	500.00	498.75	99.75	1.25
1300	SUMMER SCHOOL	4,500.00	498.75	11.08	4,001.25
2120	GUIDANCE SERVICES				
01 2120 111 001	HS Counselor's Salary	85,000.00	0.00	34.22	55,915.87
01 2120 111 002	MS Counselor's Salary	0.00	0.00	0.00	0.00
01 2120 111 003	EL Counselor's Salary	35,000.00	0.00	73.68	9,212.75
01 2120 211 001	HS Group Ins Counselor	23,000.00	0.00	26.00	17,019.17
01 2120 211 002	MS Group Ins Counselor	0.00	0.00	0.00	0.00
01 2120 211 003	EL Group Ins Counselor	10,000.00	0.00	49.85	5,014.78
01 2120 221 001	HS Social Security	8,000.00	0.00	27.98	5,761.76
01 2120 221 002	MS Social Security	0.00	0.00	0.00	0.00
01 2120 221 003	EL Social Security	3,000.00	0.00	66.09	1,017.17
01 2120 231 001	HS Retirement COUNSELOR	10,000.00	0.00	26.12	7,388.40
01 2120 231 002	MS Retirement COUNSELOR	0.00	0.00	0.00	0.00
01 2120 231 003	EL Retirement COUNSELOR	3,000.00	0.00	76.50	705.10
01 2120 237 001	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00

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01 2120 237 003	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2120 281 001	HS LTD/STD COUNSELOR	1,000.00	0.00	19.01	809.87
01 2120 281 002	MS LTD/STD COUNSELOR	0.00	0.00	0.00	0.00
01 2120 281 003	EL LTD/STD COUNSELOR	500.00	0.00	33.61	331.95
01 2120 610 001	HS Guidance Supplies	3,000.00	0.00	10.00	2,700.00
01 2120 610 002	MS Guidance Supplies	0.00	0.00	0.00	(100.00)
01 2120 610 003	EL Guidance Supplies	500.00	0.00	40.00	300.00
01 2120 890 001	HS Other Expense	0.00	0.00	0.00	0.00
01 2120 890 002	MS Other Expense	0.00	0.00	0.00	0.00
01 2120 890 003	EL Other Expense	0.00	0.00	0.00	0.00
2120	GUIDANCE SERVICES	182,000.00	0.00	41.72	106,076.82
2130	HEALTH SERVICES				
01 2130 116 000	SALARIES NURSE	40,000.00	0.00	105.06	(2,023.15)
01 2130 216 000	GROUP INSURANCE NURSE	0.00	0.00	0.00	0.00
01 2130 226 000	SOCIAL SECURITY NURSE	3,000.00	0.00	107.55	(226.61)
01 2130 236 000	RETIREMENT NURSE	5,000.00	0.00	83.02	849.04
01 2130 237 000	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2130 286 000	LTD/STD NURSE	500.00	0.00	30.94	345.31
01 2130 320 000	Student Health Screenings	3,000.00	2,432.00	81.07	568.00
01 2130 610 000	Nurse Supplies	2,000.00	0.00	0.00	2,000.00
2130	HEALTH SERVICES	53,500.00	2,432.00	97.17	1,512.59
2141	SPED SA Psych Services				
01 2141 591 000	SPED SA Psych Services	50,000.00	5,335.13	96.70	1,648.70
2141	SPED SA Psych Services	50,000.00	5,335.13	96.70	1,648.70
2142	SPED 3-5 Pscyh Services				
01 2142 591 003	SPED 3-5 Psych Services	0.00	0.00	0.00	0.00
2142	SPED 3-5 Pscyh Services	0.00	0.00	0.00	0.00
2143	SPED 0-2 Psych Services				
01 2143 591 003	SPED 0-2 Psych Services	35,000.00	0.00	0.00	35,000.00
2143	SPED 0-2 Psych Services	35,000.00	0.00	0.00	35,000.00
2151	SPED SA Speech/Audiology				
01 2151 591 000	SPED SA Speech/Audiology	20,000.00	1,746.24	88.00	2,399.43
01 2151 610 000	SPED SPEECH SUPPLIES	0.00	0.00	0.00	(300.00)
2151	SPED SA Speech/Audiology	20,000.00	1,746.24	89.50	2,099.43
2152	SPED 3-5 Speech/Audiology				
01 2152 340 003	SPED 3-5 Speech/Audiology Prf Serv	7,000.00	0.00	35.42	4,520.82
01 2152 591 003	SPED 3-5 Speech/Audiology	500.00	68.35	126.19	(130.97)
2152	SPED 3-5 Speech/Audiology	7,500.00	68.35	41.47	4,389.85
2153	SPED 0-2 Speech/Audiology				
01 2153 591 003	SPED 0-2 Speech/Audiology	500.00	68.35	142.03	(210.14)
2153	SPED 0-2 Speech/Audiology	500.00	68.35	142.03	(210.14)
2161	SPED SA OccTherapy				
01 2161 340 000	SPED SA OccTherapy (nonESU)	38,000.00	1,024.25	104.41	(1,675.62)
2161	SPED SA OccTherapy	38,000.00	1,024.25	104.41	(1,675.62)
2162	SPED 3-5 OccTherapy				
01 2162 340 003	SPED 3-5 OccTherapy (nonESU)	1,000.00	0.00	300.26	(2,002.63)
2162	SPED 3-5 OccTherapy	1,000.00	0.00	300.26	(2,002.63)
2163	SPED 0-2 OccTherapy				

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01 2163 340 003	SPED 0-2 OccTherapy (nonESU)	500.00	0.00	0.00	500.00
2163	SPED 0-2 OccTherapy	500.00	0.00	0.00	500.00
2171	SPED SA PhysTherapy				
01 2171 340 000	SPED SA PhysTherapy (nonESU)	15,000.00	1,548.78	99.51	73.62
2171	SPED SA PhysTherapy	15,000.00	1,548.78	99.51	73.62
2172	SPED 3-5 PhysTherapy				
01 2172 340 003	SPED 3-5 PhysTherapy (nonESU)	0.00	0.00	0.00	0.00
2172	SPED 3-5 PhysTherapy	0.00	0.00	0.00	0.00
2173	SPED 0-2 PhysTherapy				
01 2173 340 003	SPED 0-2 PhysTherapy (nonESU)	1,500.00	0.00	0.00	1,500.00
2173	SPED 0-2 PhysTherapy	1,500.00	0.00	0.00	1,500.00
2181	SPED SA Vision Services				
01 2181 340 000	SPED SA-Vision Prof Serv	0.00	0.00	0.00	0.00
01 2181 591 000	SPED SA Vision Services	0.00	0.00	0.00	0.00
2181	SPED SA Vision Services	0.00	0.00	0.00	0.00
2182	SPED 3-5 Vision Services				
01 2182 340 003	SPED 3-5YO Vision Serv	0.00	0.00	0.00	0.00
01 2182 591 003	SPED 3-5 Vision Services	0.00	0.00	0.00	0.00
2182	SPED 3-5 Vision Services	0.00	0.00	0.00	0.00
2183	SPED 0-2 Vision Services				
01 2183 340 003	SPED 0-2YO Vision Services	0.00	0.00	0.00	0.00
01 2183 591 003	SPED 0-2 Vision Services	0.00	0.00	0.00	0.00
2183	SPED 0-2 Vision Services	0.00	0.00	0.00	0.00
2211	SCHOOL IMPROVEMENT				
01 2211 111 000	School Impr - Salaries	0.00	0.00	0.00	0.00
01 2211 333 000	School Impr - Travel	0.00	0.00	0.00	0.00
2211	SCHOOL IMPROVEMENT	0.00	0.00	0.00	0.00
2213	SCHOOL IMPROVEMENT				
01 2213 330 000	INSTRUCTIONAL STAFF DEV/TRAINING	5,000.00	284.40	12.99	4,350.35
2213	SCHOOL IMPROVEMENT	5,000.00	284.40	12.99	4,350.35
2220	LIBRARY/MEDIA SERVICES				
01 2220 111 000	Library/Media Tchr Salaries	60,000.00	0.00	74.75	15,152.28
01 2220 112 000	Library Aide Salary	15,000.00	0.00	0.00	15,000.00
01 2220 113 000	L/M Substitute Salaries	0.00	0.00	0.00	0.00
01 2220 211 000	L/M Group Ins	20,000.00	0.00	60.41	7,917.51
01 2220 221 000	L/M Social Security TCHR/PROF	5,000.00	0.00	65.42	1,729.03
01 2220 222 000	L/M Social Security AIDE	2,000.00	0.00	0.00	2,000.00
01 2220 231 000	L/M Retirement TCHR/PROF	6,000.00	0.00	73.62	1,582.81
01 2220 232 000	L/M Retirement AIDE	2,000.00	0.00	0.00	2,000.00
01 2220 237 000	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2220 281 000	L/M LTD/STD TCHR/PROF	500.00	0.00	62.89	185.57
01 2220 282 000	L/M LTD/STD AIDE	100.00	0.00	0.00	100.00
01 2220 610 000	L/M Supplies	100.00	0.00	136.35	(36.35)
01 2220 640 000	Library Books & Subscriptions	4,000.00	390.99	105.02	(200.66)
01 2220 650 000	L/M Computer Software	1,500.00	0.00	0.00	1,500.00
01 2220 733 000	L/M Furniture And Equipment	0.00	0.00	0.00	0.00
01 2220 890 000	L/M Other Expense	0.00	0.00	0.00	0.00
2220	LIBRARY/MEDIA SERVICES	116,200.00	390.99	59.61	46,930.19
2224	EDUCATIONAL TELEVISION SERVICES				

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01 2224 382 000	Distant Learning / Internet	10,000.00	0.00	76.00	2,400.00
2224	EDUCATIONAL TELEVISION SERVICES	10,000.00	0.00	76.00	2,400.00
2230	INSTRUCTION RELATED TECH				
01 2230 111 000	Technology Coordinator	72,000.00	0.00	75.50	17,637.66
01 2230 116 000	Technology Support Staff	110,000.00	0.00	75.42	27,037.16
01 2230 211 000	Technology Group Ins TCHR/PROF	15,000.00	0.00	82.44	2,633.38
01 2230 216 000	Technology Group Ins SUPPORT PROF CLASS	35,000.00	0.00	80.71	6,749.97
01 2230 221 000	Technology Social Security TCHR/PROF	6,000.00	0.00	67.68	1,939.13
01 2230 226 000	Technology Social Security PROF CLASS	8,000.00	0.00	76.65	1,868.16
01 2230 231 000	Technology Retirement TCHR/PROF	7,000.00	0.00	76.52	1,643.45
01 2230 236 000	Technology Retirement PROF CLASS	11,000.00	0.00	72.07	3,072.48
01 2230 237 000	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2230 281 000	Technology LTD/STD TCHR/PROF	500.00	0.00	71.50	142.51
01 2230 286 000	Technology LTD/STD PROF CLASS	500.00	0.00	93.36	33.22
01 2230 333 000	TECH Mileage	100.00	0.00	0.00	100.00
01 2230 643 000	TECH Web/Cloud Based Software	60,000.00	4,760.74	54.52	27,285.57
01 2230 650 000	TECH Supplies/Soft/Hardware	175,000.00	17,384.98	17.19	144,912.30
01 2230 734 000	TECH Hardware Capital Outlay	0.00	0.00	0.00	0.00
01 2230 735 000	TECH Software Capital Outlay	0.00	0.00	0.00	0.00
2230	INSTRUCTION RELATED TECH	500,100.00	22,145.72	53.00	235,054.99
2310	BOARD OF EDUCATION				
01 2310 330 000	BOE DEV/TRAINING	1,000.00	0.00	0.00	1,000.00
01 2310 520 000	PROPERTY/LIABILITY INSURANCE	0.00	0.00	0.00	0.00
01 2310 540 000	ADVERTISING	6,000.00	612.26	146.37	(2,782.26)
01 2310 610 000	BOE Supplies	0.00	0.00	0.00	0.00
01 2310 810 000	BOE Dues & Fees	12,000.00	0.00	137.23	(4,467.11)
01 2310 890 000	BOE Misc Expense	0.00	519.19	0.00	(2,027.09)
2310	BOARD OF EDUCATION	19,000.00	1,131.45	143.56	(8,276.46)
2320	EXECUTIVE ADMINISTRATION				
01 2320 105 000	SUPERINTENDENT SALARY	133,000.00	0.00	74.86	33,437.50
01 2320 159 000	SUPT Cell Stipend	0.00	0.00	0.00	0.00
01 2320 215 000	SUPT GROUP INS	8,000.00	0.00	82.32	1,414.59
01 2320 221 000	SUPT SOCIAL SECURITY	0.00	0.00	0.00	0.00
01 2320 225 000	SUPT SOCIAL SECURITY	10,000.00	0.00	74.01	2,599.15
01 2320 235 000	SUPT RETIREMENT	13,000.00	0.00	74.90	3,262.94
01 2320 237 000	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2320 285 000	SUPT LTD/STD	500.00	0.00	90.42	47.90
01 2320 310 000	SUPT DUES & FEES	500.00	0.00	0.00	500.00
01 2320 330 000	SUPT Staff Dev/Training	1,500.00	216.39	15.90	1,261.45
01 2320 333 000	SUPT Mileage	300.00	109.69	201.45	(304.35)
01 2320 560 000	SUPT Computer Hardware	0.00	0.00	0.00	0.00
01 2320 580 000	SUPT TRAVEL EXPENSES	300.00	0.00	7.62	277.15
01 2320 610 000	SUPT Supplies	3,000.00	0.00	22.91	2,312.75
01 2320 650 000	SUPT Computer Software	6,000.00	0.00	73.08	1,615.00
01 2320 733 000	SUPT Furniture & Equipment	0.00	0.00	0.00	0.00
01 2320 890 000	SUPT Other Expense	2,500.00	0.00	0.00	2,500.00
2320	EXECUTIVE ADMINISTRATION	178,600.00	326.08	72.61	48,924.08
2330	District Legal Services				

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01 2330 317 000	LEGAL SERVICES	10,000.00	252.00	94.76	523.60
2330 District Legal Services		10,000.00	252.00	94.76	523.60
2410 OFFICE OF THE PRINCIPAL					
01 2410 110 000	Clerical Salaries	55,000.00	0.00	76.00	13,197.89
01 2410 111 001	HS PRINCIPAL HEAD&ASST SALARIES	60,000.00	0.00	72.66	16,406.88
01 2410 111 002	MS PRINCIPAL HEAD&ASST SALARIES	60,000.00	0.00	71.49	17,103.66
01 2410 111 003	EL PRINCIPAL HEAD&ASST SALARIES	60,000.00	0.00	72.50	16,500.39
01 2410 210 000	Clerical Group Insurance	39,000.00	0.00	76.38	9,211.32
01 2410 211 001	HS PRINCIPAL OFFICE GROUP INS	10,000.00	0.00	80.56	1,944.13
01 2410 211 002	MS PRINCIPAL OFFICE GROUP INS	10,000.00	0.00	79.21	2,078.66
01 2410 211 003	EL PRINCIPAL OFFICE GROUP INS	10,000.00	0.00	80.08	1,991.63
01 2410 220 000	Clerical Social Security	5,000.00	0.00	63.87	1,806.29
01 2410 221 001	HS PRINCIPAL OFFICE SOC SEC	5,000.00	0.00	66.82	1,659.14
01 2410 221 002	MS PRINCIPAL OFFICE SOC SEC	5,000.00	0.00	65.73	1,713.31
01 2410 221 003	EL PRINCIPAL OFFICE SOC SEC	5,000.00	0.00	66.62	1,669.07
01 2410 230 000	Clerical Retirement	5,000.00	0.00	82.58	870.85
01 2410 231 001	HS PRINCIPAL OFFICE RETIREMENT	5,000.00	0.00	85.84	708.12
01 2410 231 002	MS PRINCIPAL OFFICE RETIREMENT	5,000.00	0.00	84.45	777.36
01 2410 231 003	EL PRINCIPAL OFFICE RETIREMENT	5,000.00	0.00	85.59	720.52
01 2410 237 000	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2410 237 001	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2410 237 002	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2410 237 003	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2410 280 000	Clerical LTD/STD	300.00	0.00	124.77	(74.32)
01 2410 281 001	HS PRINCIPAL OFFICE LTD/STD	300.00	0.00	89.59	31.22
01 2410 281 002	MS PRINCIPAL OFFICE LTD/STD	300.00	0.00	88.18	35.45
01 2410 281 003	EL PRINCIPAL OFFICE LTD/STD	300.00	0.00	89.53	31.41
01 2410 310 000	PRINC OFFICE DUES/FEES	300.00	260.00	472.99	(1,118.96)
01 2410 330 000	PRINCIPAL OFFICE STAFF DEV/TRN	0.00	0.00	0.00	0.00
01 2410 580 000	PRINC OFFICE TRAVEL EXPENSES	1,300.00	0.00	0.00	1,300.00
01 2410 610 001	HS PRINCIPAL OFFICE SUPPLIES	200.00	0.00	32.42	135.16
01 2410 610 002	MS PRINCIPAL OFFICE SUPPLIES	200.00	0.00	0.00	200.00
01 2410 610 003	EL PRINCIPAL OFFICE SUPPLIES	500.00	0.00	18.60	406.98
01 2410 733 000	PRIN OFFICE FURNITURE	200.00	0.00	0.00	200.00
01 2410 890 000	PRINCIPAL OFFICE MISC EXP	200.00	0.00	0.00	200.00
2410 OFFICE OF THE PRINCIPAL		348,100.00	260.00	74.23	89,706.16
2510 FISCAL SERVICES					
01 2510 112 000	Concession Mgr Salaries	3,000.00	0.00	91.46	256.29
01 2510 116 000	FISCAL SERVICES SALARIES	44,000.00	0.00	95.00	2,200.49
01 2510 210 000	Concession Mgr Group Ins	0.00	0.00	0.00	0.00
01 2510 212 000	CONCMGR GROUP INS AIDE/PARA	0.00	0.00	0.00	(33.26)
01 2510 216 000	FISCAL SERVICES GROUP INS	21,000.00	0.00	81.68	3,847.44
01 2510 220 000	Concession Mgr Soc Sec	0.00	0.00	0.00	0.00

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01 2510 222 000	SOCIAL SECURITY CONC MGR	3,000.00	0.00	7.00	2,789.86
01 2510 226 000	SOCIAL SECURITY PROF CLASS	4,000.00	0.00	77.63	894.77
01 2510 232 000	Concession Mgr Retirement	3,000.00	0.00	9.03	2,729.06
01 2510 236 000	FISCAL SERVICES RETIREMENT	4,500.00	0.00	91.75	371.13
01 2510 237 000	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2510 282 000	Concession Mgr LTD/STD	0.00	0.00	0.00	(10.15)
01 2510 286 000	FISCAL SERVICES LTD/STD	3,000.00	0.00	8.48	2,745.62
01 2510 310 000	FISCAL SERV/BANK FEES	0.00	0.00	0.00	(393.09)
01 2510 315 000	AUDIT/BUDGET SERVICES	7,000.00	0.00	104.29	(300.00)
01 2510 330 000	FISCAL OFFICE ST DEV/TRN	500.00	0.00	0.00	500.00
01 2510 340 000	OTHER PROFESSIONAL FISCAL SERVICES	1,000.00	335.00	100.45	(4.50)
01 2510 530 000	PHONE/INTERNET	15,000.00	881.17	64.74	5,288.86
01 2510 531 000	POSTAGE	400.00	6.00	946.11	(3,384.43)
01 2510 580 000	FISCAL SERV TRAVEL EXPENSES	200.00	0.00	0.00	200.00
01 2510 610 000	FISCAL OFFICE SUPPLIES	1,000.00	17.61	60.68	393.17
01 2510 733 000	FURNITURE/FIXTURES	0.00	0.00	0.00	0.00
01 2510 890 000	FISCAL SERVICES MISC EXP	100.00	0.00	189.77	(89.77)
2510	FISCAL SERVICES	110,700.00	1,239.78	83.74	18,001.49
2590	WORKERS COMP INS				
01 2590 270 000	WORKERS COMP NON-INSTR	23,000.00	0.00	0.00	23,000.00
01 2590 271 000	WORKERS COMP TCHR/PROF	18,000.00	0.00	0.00	18,000.00
2590	WORKERS COMP INS	41,000.00	0.00	0.00	41,000.00
2610	OPERATION OF BUILDINGS				
01 2610 520 000	PROPERTY/LIABILITY INSURANCE	60,000.00	0.00	0.00	60,000.00
01 2610 621 000	UTILITIES NAT GAS/FUEL	100,000.00	4,606.59	69.78	30,219.40
2610	OPERATION OF BUILDINGS	160,000.00	4,606.59	43.61	90,219.40
2620	MAINT OF BUILDINGS				
01 2620 110 000	MAINTENANCE STAFF SALARIES	150,000.00	0.00	71.41	42,892.47
01 2620 210 000	MAINT GROUP INS	33,000.00	0.00	77.55	7,408.85
01 2620 220 000	MAINT SOCIAL SECURITY	13,000.00	0.00	62.91	4,821.51
01 2620 230 000	MAINT RETIREMENT	15,000.00	0.00	70.48	4,428.28
01 2620 237 000	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2620 280 000	MAINT LTD/STD	500.00	0.00	81.53	92.35
01 2620 330 000	MAINT STAFF DEV/TRN	0.00	0.00	0.00	0.00
01 2620 340 000	CONSTRUCTION SERVICES	100,000.00	68.00	5.32	94,679.12
01 2620 350 000	REPAIRS/MAINT	0.00	2,178.03	0.00	(26,567.68)
01 2620 410 000	WATER & SEWER	15,000.00	0.00	70.07	4,489.80
01 2620 420 000	TRASH SERVICE	6,000.00	456.70	81.23	1,126.00
01 2620 610 000	MAINT Supplies	60,000.00	4,117.48	37.39	37,565.77
01 2620 733 000	MAINT Furniture & Equipment	5,000.00	0.00	39.73	3,013.50
01 2620 890 000	MISC EXPENSE	5,000.00	0.00	9.15	4,542.68
2620	MAINT OF BUILDINGS	402,500.00	6,820.21	55.65	178,492.65
2630	OUTSIDE MAINTENANCE				
01 2630 340 000	OUTSIDE REPAIRS/MAINT	15,000.00	800.00	62.12	5,681.89
2630	OUTSIDE MAINTENANCE	15,000.00	800.00	62.12	5,681.89
2650	VEHICLE OPER/MAINT/PURCH (NON STUDENT)				
01 2650 732 000	Vehicle Aquisition (non-pupil)	0.00	0.00	0.00	0.00
2650	VEHICLE OPER/MAINT/PURCH (NON STUDENT)	0.00	0.00	0.00	0.00
2710	VEHICLE OPER/MAINT/PURCH (STUDENT)				
01 2710 110 000	TRANSPORTATION Salaries	150,000.00	0.00	83.06	25,409.84

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01 2710 210 000	TRANSP GROUP INSURANCE	34,000.00	0.00	71.92	9,546.55
01 2710 220 000	TRANSP SOCIAL SECURITY	12,000.00	0.00	76.32	2,841.99
01 2710 230 000	TRANSP RETIREMENT	14,000.00	0.00	81.13	2,641.11
01 2710 237 000	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2710 260 000	Unemployment Payments	0.00	0.00	0.00	0.00
01 2710 271 000	Workmen's Compensation	0.00	0.00	0.00	0.00
01 2710 280 000	TRANSP LTD/STD	500.00	0.00	76.80	115.98
01 2710 330 000	TRANSP STAFF DEV/TRN	2,600.00	0.00	0.00	2,600.00
01 2710 340 000	VEHICLE REPAIRS/MAINT	30,000.00	2,445.71	65.35	10,395.70
01 2710 610 000	VEHICLE PARTS/SUPPLIES	10,000.00	224.03	81.28	1,872.32
01 2710 626 000	GAS & DIESEL	35,000.00	1,817.72	108.40	(2,941.49)
01 2710 732 000	Bus Acquisition (pupil)	50,000.00	0.00	0.00	50,000.00
01 2710 890 000	Transp. Other Expense	3,000.00	0.00	62.99	1,110.17
2710	VEHICLE OPER/MAINT/PURCH (STUDENT)	341,100.00	4,487.46	69.63	103,592.17
2712	VEHICLE OPER/MAINT/PURCH (SPED)				
01 2712 110 000	Sped Transportation Salaries	12,000.00	0.00	144.57	(5,347.80)
01 2712 210 000	SPED TRANSP Group Ins	0.00	0.00	0.00	(968.41)
01 2712 220 000	SPED TRANSP Soc Sec	1,000.00	0.00	131.17	(311.65)
01 2712 230 000	SPED TRANS Retirement	1,000.00	0.00	169.57	(695.67)
01 2712 237 000	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 2712 280 000	SPED TRANSP LTD/STD	0.00	0.00	0.00	(43.11)
01 2712 332 000	SPED Mileage to Parents	0.00	0.00	0.00	0.00
01 2712 510 000	Sped Transportation	0.00	0.00	0.00	(125.00)
01 2712 626 000	SPED GAS/DIESEL FUEL	1,500.00	15.00	41.87	872.00
01 2712 732 000	SPED VEHICLE OP/MAINT/PURCH	0.00	0.00	0.00	0.00
2712	VEHICLE OPER/MAINT/PURCH (SPED)	15,500.00	15.00	142.71	(6,619.64)
2900	OTHER SUPPORT SERVICES				
01 2900 890 000	Non-Revenue/Other Support Serv	1,000.00	0.00	70.00	300.00
2900	OTHER SUPPORT SERVICES	1,000.00	0.00	70.00	300.00
3300	COMMUNITY SERV OPER				
01 3300 890 000	COMMUNITY SERVICE OP/MISC	0.00	0.00	0.00	(200.00)
3300	COMMUNITY SERV OPER	0.00	0.00	0.00	(200.00)
3400	FOUNDATION GRANT				
01 3400 610 000	Foundation Grant Expenditures	0.00	0.00	0.00	0.00
3400	FOUNDATION GRANT	0.00	0.00	0.00	0.00
3535	HIGH ABILITY LEARNERS				
01 3535 111 003	High Ability Learners	6,800.00	0.00	75.84	1,642.55
01 3535 211 003	HAL Group Insurance	2,000.00	0.00	76.60	468.02
01 3535 221 003	HAL Social Security	500.00	0.00	78.95	105.26
01 3535 231 003	HAL Retirement	500.00	0.00	101.49	(7.43)
01 3535 237 003	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 3535 281 003	HAL LTD/STD	0.00	0.00	0.00	(33.74)
01 3535 610 003	HAL Supplies	500.00	0.00	0.00	500.00
01 3535 650 003	High Ability Software	0.00	0.00	0.00	(220.50)
01 3535 733 003	HAL Furniture & Equipment	0.00	0.00	0.00	0.00
3535	HIGH ABILITY LEARNERS	10,300.00	0.00	76.17	2,454.16
3541	EARLY CHILDHOOD ENDOWMENT GRANTS				
01 3541 111 003	Sixpence Coordinator Salaries	35,000.00	0.00	33.64	23,227.46
01 3541 112 003	SIXPENCE SALARIES AIDE	50,000.00	0.00	70.93	14,536.49
01 3541 211 003	Sixpence Coord Group Insurance	12,000.00	0.00	33.18	8,018.93

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01 3541 212 003	GROUP INSURANCE - AIDE	0.00	0.00	0.00	0.00
01 3541 221 003	Coord. Social Security	3,700.00	0.00	23.20	2,841.62
01 3541 222 003	SOCIAL SECURITY AIDE	4,000.00	0.00	68.09	1,276.48
01 3541 231 003	Coord. Retirement	3,500.00	0.00	33.26	2,335.96
01 3541 232 003	SIXPENCE RETIREMENT - AIDE	4,800.00	0.00	72.98	1,296.98
01 3541 237 003	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 3541 281 003	Coordinator LTD/STD	200.00	0.00	37.02	125.97
01 3541 282 003	LTD/STD AIDE	200.00	0.00	69.04	61.93
01 3541 330 003	Sixpence Travel/Staff Development	1,000.00	0.00	0.00	1,000.00
01 3541 333 003	Sixpence Mileage to Staff	0.00	0.00	0.00	0.00
01 3541 340 003	Sixpence Professional Services	0.00	0.00	0.00	0.00
01 3541 580 003	Sixpence Travel Expenses	2,500.00	0.00	2.59	2,435.37
01 3541 610 003	Sixpence Supplies/Family Inv	7,000.00	722.84	78.89	1,477.84
01 3541 733 003	Sixpence Furniture and Equipment	600.00	0.00	0.00	600.00
3541	EARLY CHILDHOOD ENDOWMENT GRANTS	124,500.00	722.84	52.42	59,235.03
3570	Teacher Eval Grant				
01 3570 610 000	Teacher Eval Grant	0.00	0.00	0.00	0.00
3570	Teacher Eval Grant	0.00	0.00	0.00	0.00
4300	OTHER PROFESSIONAL SERVICES				
01 4300 340 000	PROFESSIONAL SERVICES-ARCHIT/ENGINEER	0.00	0.00	0.00	0.00
4300	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
4411	IDEA PART B EARLY INTERVENING SERVICES				
01 4411 610 003	IDEA Part B-Early Interven. (Rtl)	0.00	0.00	0.00	0.00
4411	IDEA PART B EARLY INTERVENING SERVICES	0.00	0.00	0.00	0.00
4412	IDEA PART B PROPORTIONATE SHARE				
01 4412 591 003	IDEA Prof. Services	0.00	0.00	0.00	0.00
4412	IDEA PART B PROPORTIONATE SHARE	0.00	0.00	0.00	0.00
4900	OTHER FEDERAL EXPENDITURES				
01 4900 610 003	Drug Education - Supplies	1,000.00	0.00	203.90	(1,039.00)
4900	OTHER FEDERAL EXPENDITURES	1,000.00	0.00	203.90	(1,039.00)
6200	FEDERAL-TITLE I PART A ESSA				
01 6200 111 003	Title I, Part A SALARIES	145,000.00	0.00	78.19	31,617.43
01 6200 112 003	Title I - Aide Salaries	0.00	0.00	0.00	0.00
01 6200 113 003	Title I Substitute Salaries	0.00	0.00	0.00	0.00
01 6200 211 003	Title I Group Insurance	38,000.00	0.00	78.75	8,074.10
01 6200 221 003	Title I Social Security TCHR	12,000.00	0.00	70.38	3,554.41
01 6200 223 003	Title I SOC SEC SUB TCHR	0.00	0.00	0.00	0.00
01 6200 231 003	Title I Retirement	15,000.00	0.00	74.40	3,839.63
01 6200 237 003	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 6200 281 003	Title I LTD/STD	1,000.00	0.00	77.87	221.32
01 6200 330 003	Title I Staff Dev/Training	500.00	0.00	0.00	500.00
01 6200 560 003	Title I Computer Hardware	0.00	0.00	0.00	0.00
01 6200 580 003	Title I Travel Expenses	0.00	0.00	0.00	0.00
01 6200 610 003	Title I Supplies	4,000.00	0.00	51.47	1,941.01
01 6200 650 003	Title I Computer Software	500.00	0.00	700.00	(3,000.00)
01 6200 733 003	Title I Furniture & Equipment	0.00	0.00	0.00	0.00
01 6200 890 003	Title I Misc. Expenses	0.00	0.00	0.00	0.00
6200	FEDERAL-TITLE I PART A ESSA	216,000.00	0.00	78.36	46,747.90
6210	FEDERAL-TITLE I PART A ACCTBLTY				

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01 6210 330 003	Title I Acctblty TRAVEL/Training EXPENSE	0.00	0.00	0.00	0.00
01 6210 610 003	Title I Acctblty SUPPLIES	0.00	0.00	0.00	0.00
01 6210 650 003	Title I Acctblty COMPUTER SOFTWARE	100.00	0.00	0.00	100.00
6210	FEDERAL-TITLE I PART A ACCTBLTY	<u>100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
6406	FEDERAL-IDEA PART B (611) BASE AGE 3-4				
01 6406 591 003	IDEA Preschool Prf Serv	1,800.00	0.00	13.50	1,557.00
6406	FEDERAL-IDEA PART B (611) BASE AGE 3-4	<u>1,800.00</u>	<u>0.00</u>	<u>13.50</u>	<u>1,557.00</u>
6408	FEDERAL-IDEA PART B (611) BASE AGE 0-4				
01 6408 111 003	IDEA Part B Base Salary (prek BAF)	13,000.00	0.00	200.96	(13,124.19)
01 6408 112 003	IDEA Part B Base Aide (prek BAF)	0.00	0.00	0.00	0.00
01 6408 211 003	IDEA Part B Base Ins. (prek BAF)	5,000.00	0.00	114.67	(733.54)
01 6408 221 003	IDEA Part B Base Soc.Sec. (prek BA)	1,000.00	0.00	197.69	(976.87)
01 6408 231 003	IDEA Part B Base Ret. (prek BAF)	1,300.00	0.00	194.72	(1,231.31)
01 6408 237 003	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 6408 281 003	IDEA Part B Base LTD (prek BAF)	100.00	0.00	166.04	(66.04)
01 6408 340 003	IDEA 0-4 YO Prof Services	12,000.00	1,155.75	64.80	4,224.00
01 6408 591 003	IDEA Part B 0-2 YO Prof Services B	7,000.00	0.00	3.47	6,757.00
01 6408 732 003	IDEA Part B - Vehicle Aq.	0.00	0.00	0.00	0.00
6408	FEDERAL-IDEA PART B (611) BASE AGE 0-4	<u>39,400.00</u>	<u>1,155.75</u>	<u>113.07</u>	<u>(5,150.95)</u>
6410	FEDERAL-IDEA PART E/P (619)				
01 6410 112 003	IDEA E/P - Salaries	0.00	0.00	0.00	0.00
01 6410 340 003	SPED IDEA E/P 619	28,000.00	0.00	0.00	28,000.00
01 6410 560 003	Sped IDEA - Computer Hard.	0.00	0.00	0.00	0.00
01 6410 591 003	IDEA E/P 3-5 YO Contracted Services	31,000.00	0.00	0.00	31,000.00
01 6410 610 003	IDEA E/P Supplies	0.00	0.00	0.00	0.00
6410	FEDERAL-IDEA PART E/P (619)	<u>59,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>59,000.00</u>
6412	IDEA Non-Public				
01 6412 111 003	IDEA Non-Public SALARIES	6,000.00	0.00	74.75	1,515.21
01 6412 211 003	GROUP INSURANCE TCHR/PROF	1,500.00	0.00	104.31	(64.70)
01 6412 221 003	IDEA SOCIAL SECURITY TCHR/PROF	0.00	0.00	0.00	(344.70)
01 6412 231 003	IDEA RETIREMENT TCHR/PROF	0.00	0.00	0.00	(441.20)
01 6412 281 003	IDEA LTD/STD TCHR/PROF	0.00	0.00	0.00	(20.90)
6412	IDEA Non-Public	<u>7,500.00</u>	<u>0.00</u>	<u>91.42</u>	<u>643.71</u>
6969	Title IV ESSA/SSAE Grant				
01 6969 340 000	Title IV ESSA/SSAE Grant	800.00	0.00	736.85	(5,094.80)
01 6969 490 000	Title IV SSAE Grant Other Materials	0.00	0.00	0.00	0.00
01 6969 610 000	Title IV SSAE Grant Supplies	0.00	0.00	0.00	0.00
6969	Title IV ESSA/SSAE Grant	<u>800.00</u>	<u>0.00</u>	<u>736.85</u>	<u>(5,094.80)</u>
6992	FEDERAL-REAP				
01 6992 610 003	REAP Grant Expend	1,500.00	0.00	0.00	1,500.00
6992	FEDERAL-REAP	<u>1,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500.00</u>
6996	COVID / ESSER				
01 6996 112 000	COVID CARES ACT SALARIES	40,000.00	0.00	39.48	24,207.25
01 6996 132 000	COVID OVERTIME AIDE/PARA	7,000.00	0.00	35.36	4,524.91
01 6996 222 000	COVID SOC SEC AIDE/PARA	8,000.00	0.00	17.53	6,597.55
01 6996 232 000	COVID RETIREMT AIDE/PARA	5,000.00	0.00	33.31	3,334.48
01 6996 282 000	COVID LTD/STD AIDE/PARA	0.00	0.00	0.00	(66.37)
01 6996 320 000	ESSERS I EDUC SERV SUPPORT	0.00	0.00	0.00	(4,327.18)

**Expenditure Report by Function/Object -  
Detail\_KW**

06/09/2021 11:34 AM

Regular; Processing Month 06/2021; Fund Number 01

User ID: KAW

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 6996 610 000	COVID/ESSER SUPPLIES	20,054.00	0.00	53.33	9,358.86
01 6996 643 000	COVID WEB/CLOUD BASED SOFTWARE	0.00	1,740.00	0.00	(11,383.80)
6996	COVID / ESSER	80,054.00	1,740.00	59.72	32,245.70
8000	TRANSFERS (OUTGOING)				
01 8000 912 000	TRANSFER TO HOT LUNCH	0.00	0.00	0.00	0.00
01 8000 913 000	TRANSFER TO ACTIVITY ACCT	50,000.00	50,000.00	100.00	0.00
01 8000 917 000	TRANSFER TO EE BEN FUND	0.00	0.00	0.00	0.00
8000	TRANSFERS (OUTGOING)	50,000.00	50,000.00	100.00	0.00
9000	NON-PROGRAM EXPENDITURES				
01 9000 110 000	Kitchen Payroll	60,000.00	0.00	91.34	5,193.08
01 9000 210 000	KITCHEN GROUP INS	10,000.00	0.00	62.89	3,711.18
01 9000 220 000	KITCHEN SOCIAL SECURITY	5,000.00	0.00	82.10	894.82
01 9000 230 000	KITCHEN RETIREMENT	5,000.00	0.00	107.89	(394.68)
01 9000 237 000	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 9000 280 000	KITCHEN LTD	500.00	0.00	47.04	264.82
01 9000 900 000	MISC EXP-expected carryover	0.00	0.00	0.00	0.00
9000	NON-PROGRAM EXPENDITURES	80,500.00	0.00	87.99	9,669.22
9003	REPAYMENT OF INTERFUND LOAN FR BLDG				
01 9003 001 000	INTERFUND LOANS	0.00	0.00	0.00	(175,000.00)
9003	REPAYMENT OF INTERFUND LOAN FR BLDG	0.00	0.00	0.00	(175,000.00)
01	GFNFRAI FUND	7,574,000.00	236,342.90	76.64	1,769,259.10

**Expenditure Report by Function/Object -  
Detail\_KW**

06/09/2021 11:34 AM

Regular; Processing Month 06/2021; Fund Number 01

User ID: KAW

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
Grand Total:		7,574,000.00	236,342.90	76.64	1,769,259.10

<u>Receipt Number</u>	<u>Received From ID/Name</u>	<u>Receipt Date</u>	<u>Description</u>	<u>Receipt Key</u>	<u>Amount</u>
Batch Description:	May 2021 General Fund Receipts	Processing Month:	05/2021		
		05/04/2021	Deposit	3781	725.00
		05/07/2021	Pawnee Co	3782	312,917.74
		05/10/2021	Johnson Co	3783	35,913.60
		05/03/2021	Richardson Co	3784	990,298.14
		05/07/2021	State of NE-CARES -ESSERS 1	3785	12,088.00
		05/24/2021	State of NE	3786	65,055.00
		05/28/2021	State of NE	3787	4,049.00
				Batch Total:	<u>1,421,046.48</u>
				Report Total:	<u>1,421,046.48</u>

**HTRS ACCOUNT BALANCES - Cash on Hand  
5.31.2021**

ACTIVITY ACCOUNT	\$107,084.48
BREAKFAST/LUNCH	\$85,320.37
BUILDING FUND	\$872,341.53
DEPRECIATION	\$715,329.01
EMPLOYEE BEN FUND MM	\$172,342.83
GENERAL FUND	\$1,575,591.20
OFFICE ACCOUNT	\$4,114.44
PAYROLL FUND	\$100,536.60
QCPUF	\$6,692.26
STUDENT FEES	\$10,722.65

INTERNAL LOANS & TRANSFERS		
BUILDING loaned to QCPUF 11/2020 for final New Addition payment	\$	13,500
BUILDING loaned to GENERAL 12/2020 *Repaid 5.14.2021	\$	75,000
BUILDING loaned to GENERAL 12/2020 *Repaid 5.14.2021	\$	100,000
TRANSFER/REIMBURSE		
EE BEN FUND reimbursed GENERAL 12/2020	\$	81,032
EE BEN FUND reimbursed GENERAL 12/2020	\$	81,000

# REPORT TO THE HTRS BOARD OF EDUCATION

SUBMITTED BY: LISA OTHMER HTRS PK-12 PRINCIPAL

## School Improvement

HTRS received the external accreditation report on May 25<sup>th</sup>. I have reviewed it, and have shared my feedback. Please feel free to contact me with questions, ideas, or concerns. I will also be available in person at the July meeting.

## Commendations

- Very well prepared for the Framework External Visit.
- Documentation was very user friendly
- Shared leadership that is student centered
- Strong relationships
- Students support are strong and sustainable
- Strong Tier 2 supports through MTSS
- Common language around MTSS, School Improvement, and PBIS
- The staff is invested in the district and focused on the development and growth of students.
- Balanced assessment system
- Very supportive of professional development
- The administration builds capacity for strong teacher leadership.
- MTSS
- Afterschool and Jump Start programs
- Strong course offerings and STEM opportunities

## Recommendations

- Formalize a Multicultural policy for procedures. Multicultural education is happening, but we need to procedures that support our policy.
  - The administration will create a template for teachers to document multicultural education and the resources that are available for that purpose.
    - Social Studies
    - Second Step
    - Music
    - Advisory Time
    - Special Projects
    - Math Curriculum
- Stakeholders felt the communication that is being pushed out is effective but there was a lack of two way communication.

Improving communication has been an ongoing concern for the past several years. Some consideration for “two way” communication might be:

- Room Parents
- Feedback forms on the Titan Website
- Ask parents what they would like to see as a mode for two way communication. We have had positive feedback about class DoJo but not all teachers use that mode. This was another area of concern that some teachers communicate often and effectively and others do not.

### **Recommendations Cont.**

- Progress monitoring for grades 4-12
  - The MTSS team has been discussing this before the external visit took place as they recognize this needs to be addressed. We have started to investigate using the IXL program for this deficit.
  - We currently only have interventions through grade 10 as juniors are preparing for the ACT with the John Baylor curriculum, and senior academic progress is closely monitored by the principal and school counselor.

**\*\*HTRS is one of very few schools that offer interventions at the secondary level and actually designates a class period for that purpose. The administration feels that this should have been a follow-up question by the external team so that they would have had a complete understanding about what supports are available to students at the secondary level.**

- As the new accreditation rules are released the HTRS AQuESTT language will need to be reviewed and adjusted to reflect the changes.
  - HTRS is already using the AQuESTT language so we are ahead of the game in this area as well we will just need to tweak our current documentation to reflect the new domains
- Expand “writing across the curriculum”
  - The administration has already made the decision to keep our current writing goal in place for one more year. Cross curricular writing projects will be developed along with rubrics to support an analytical scoring process.
- Tier one processes should be reviewed and strengthened.

**\*\*This was another area that the administration felt should have been addressed by the external team at the time of the visit. If this would have been an “onsite” visit, the team would have seen the tier one strategies in action. Once again there should have been follow-up questions if they didn’t feel they had enough information. Teachers develop and revisit their professional Marzano goals and teaching practices as this is part of our evaluation process. The external team didn’t ask those questions**

- Revisit the district’s process of using data to make informed decisions regarding the district’s school improvement goals.
  - This recommendation alludes to the need for additional academic goals other than writing based on our proficiency percentages. HTRS will use data retreat to look at focused skill areas in need of improvement. The development of additional goals has not been addressed yet because of the

implementation of new ELA curriculum for grades K-8 and the updated math curriculum for the 2021-2022 school year. We will need to give the updated curriculum some time to address the skill gaps. We will take a hard look at ELA data at data retreat in August and then look at math next year at data retreat and then develop additional goals.

**\*\*This would have been another reason for follow-up questions.**

### **Final Thoughts**

The administration thought that the feedback from the questions that were asked of the stakeholder groups were very positive and informative. The board might consider revisiting this specific feedback as the district's priority standards are updated.

I would also like to personally thank all of you for taking the time to serve on the HTRS school board. I truly believe that we have grown in the area of collaboration and have been able to work together to make HTRS a student centered district that focuses on the needs of ALL students and the WHOLE child. I continue to be impressed with the way you listen to needs and concerns of the staff and administration and appreciate the questions you ask in order to make informed decisions. I am looking forward to the new school improvement cycle and am eager to explore new possibilities to enhance our learning community.

Have a great summer everyone!

Mrs. Othmer



## **Board Report June, 2020**

**Kari S. Lottman**  
**Assistant Principal**

### **Summer Work**

Finalizing the master schedules for both the elementary and secondary teachers and scheduling the junior high students is my main focus in June. Mrs. Othmer and I have put together agendas for the August Mentoring Day and Teacher In-services Days as well. I will be getting information ready for the August Data Retreat and work on the para schedule also.

### **Data Retreat**

The annual ESU#4 Data Retreat will be hosted by HTRS again this year, unless their new building is finished, then it will be held in Auburn. The ESU4 team is waiting to make that call until closer to the scheduled date. Our team of teachers will analyze our district's assessment, attendance, office referrals, PBIS, and socio-emotional data this year and look for trends, patterns, celebrations and challenges. We desegregate the data by various populations also to help in this endeavor as well. We look at total proficiencies as a grade level as well as individual growth. I always enjoy attending Data Retreat and facilitating the teachers approach to analyzing all of our systemic data.

### **eduCLIMBER**

We had a group of teachers and administrators attend a two-day in-person training for our new eduClimber program this week. eduClimber is an interactive system that supports the whole child by combining assessment, grades, social-emotional supports, behavior, office referrals and attendance data into a single student profile view. From individual insights to district-level patterns, eduClimber makes equitable support for every student a reality. This program "talks" to PowerSchool and our other assessment platforms so the student data is updated daily. We can also put student accommodations from IEPs and 504s on it. The set up for this system is a huge undertaking and we greatly appreciate the teachers and tech department for assisting with this process. Once we have it customized for our district, staff will be able to click on a student or group of students and view all of the previous mentioned information in one location.

I am very excited to utilize this program during Data Retreat this year to see how it will simplify the process analyzing data.

### **Mentoring Day**

We are planning a Mentoring Day for all of the new staff joining HTRS next year. It is scheduled for Friday, August 6. We have paired up our new staff with a mentor that will help them acclimate to the District. During their time on Friday, they will receive a District Overview, Technology Training, MTSS Overview and complete paperwork for the district office. Many of the new staff have already been in the building to see their classrooms, get the curriculum manuals in order to get a jump start on next year. It is always enjoyable to witness the enthusiasm of our new staff when they join the HTRS family!

## Aesop-Frontline Report

I have included a summary of staff absences from this past school year that were entered into Aesop. This chart reflects only the absences entered by the teaching staff. You may notice that we have new Reason Types this year: COVID-19 Leave and Paid Time Off were added. I am surprised that the total is less than 2018-2019, because it seemed like most days we had to cover at least one classroom for a teacher's absence.

### 2020-2021 School Year Absence Totals

Absence Reason Type	% Needs Substitute	Absences Needing Substitute	% Does NOT Need Substitute	Absences NOT Needing Substitutes	% of Total Absences	Total Absences
Activity	69.31%	62.49	30.69%	27.67	12.84%	90.16
Civil	100.00%	1	0.00%	0	0.14%	1
COVID-19 Leave	39.08%	31.78	60.92%	49.53	11.58%	81.31
Other	100.00%	1	0.00%	0	0.14%	1
Paid Time Off	57.47%	227.04	42.53%	168.05	56.26%	395.09
Professional Development	48.77%	20.44	51.23%	21.47	5.97%	41.91
Sick Day	41.21%	17.48	58.82%	24.95	6.04%	42.42
Unpaid Leave	67.68%	33.07	32.32%	15.79	6.96%	48.86
<b>TOTALS</b>	<b>56.19%</b>	<b>394.3</b>	<b>43.81%</b>	<b>307.46</b>	<b>100.00%</b>	<b>701.76</b>

### 2019-2020 School Year Absence Totals

Absence Reason Type	% Needs Substitute	Absences Needing Substitute	% Does NOT Need Substitute	Absences NOT Needing Substitutes	% of Total Absences	Total Absences
Activity	56.57%	61.25	43.43%	47.03	16.01%	108.28
Other	100.00%	1	0.00%	0	0.15%	1
Personal Day	79.31%	46	20.69%	12	8.58%	58
Professional Development	42.24%	57.44	57.76%	78.56	20.11%	136
Sick Day	63.58%	180.25	36.42%	103.25	41.92%	283.5
Unpaid Leave	76.40%	61.5	23.60%	19	11.90%	80.5
<b>TOTALS</b>	<b>61.06%</b>	<b>407.44</b>	<b>38.94%</b>	<b>259.84</b>	<b>100.00%</b>	<b>667.28</b>

\*COVID shutdown occurred in March of 2020

### 2018-2019 School Year Absence Totals

Absence Reason Type	% Needs Substitute	Absences Needing Substitute	% Does NOT Need Substitute	Absences NOT Needing Substitutes	% of Total Absences	Total Absences
Activity	85.19%	108.59	14.81%	18.88	15.46%	127.47
Civil	0.00%	0	100.00%	1.5	0.18%	1.5
Other	100.00%	6.5	0.00%	0	0.79%	6.5
Personal Day	67.84%	84.38	32.16%	40	15.09%	124.38
Professional Development	54.82%	80.84	45.18%	66.63	17.89%	147.47
Sick Day	68.72%	226.75	31.28%	103.19	40.03%	329.94
Unpaid Leave	88.64%	39	11.36%	5	5.34%	44
<b>TOTALS</b>	<b>69.89%</b>	<b>546.06</b>	<b>30.11%</b>	<b>235.2</b>	<b>100.00%</b>	<b>781.26</b>

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**NASB Monthly Update for Board Meetings - Agenda Item:**

**June 2021**

***View the Monthly Update in video form at:***

**<http://members.nasbonline.org/index.php/news-resources/videos>**

**[Latest 'Board Notes' – Monthly Newsletters](#)**

**“NASB Update”**

As a board, some items you should doing, or have on the monthly agenda include:

**<http://members.nasbonline.org/index.php/resources>**

**MISSION, VISION, & GOALS**

- Board Self-Assessment and Goal Planning; Strategic Plan Progress Report/Update; District Goals Update;

**POLICY GOVERNANCE**

- Bully Prevention Policy Review. On or before July 1, the board will annually review and update (as needed) the bullying prevention policy. § 79-2,137
- Policy regarding appropriate relationships with students; contents. On or before June 30, the board shall adopt a policy regarding appropriate relationships between a student and a school employee or a student teacher or intern. § 79-879
- Annual Review Parental and Family Engagement Policy (public hearing and adoption only if changes). § 79-531; § 79-532; § 79-533; On or before July 1, each public school district in the state shall develop and adopt a policy stating how the district will seek to involve parents in the schools and what parents' rights shall be relating to access to the schools, testing information, and curriculum matters. The policy required by section § 79-531 shall be developed with parental input and shall be the subject of a public hearing before the school board or board of education of the school district before adoption by the board. The policy shall be reviewed annually and either altered and adopted as altered or reaffirmed by the board following a public hearing.

**ACCOUNTABILITY & STUDENT ACHIEVEMENT**

- Reports; filing requirements; contents. On or before July 20 in all school districts, the superintendent shall file with the State Department of Education a report showing the number of children from five through eighteen years of age belonging to the school district according to the census taken as provided in sections § 79-524 and 79-578.
- Year End Assessment and Curriculum Review;
- Review School Improvement Plan

**ADVOCACY**

- Submit Legislative Resolution or Standing Position to NASB Legislation Committee by July 1
  - <http://www.nasbonline.org/registrations/ProposedResolution.aspx>

**DISTRICT/ESU RESOURCES [BUDGET]**

- Board/Administrators Budget Work Session

- Review certificated staff [Report: staff demographics, positions needed by building, # of tenured, # of non-tenured, teaching assignments, etc.]
- Review all Maintenance and Upkeep Contracts [Report: status, renewal, cost, ROI, etc.] Review the Food Service Program [Report: staff, finances, lunch prices, equipment maintenance and upkeep, summer food services, backpack program, etc.]
- Review TeamMates Program [Report: # of Mentors, # of Mentees, etc.]
- Review Backpack Program [Report: partners, # students served, need, etc.]
- Review Transportation Program [Report: staff, bus and vehicle fleet age condition, replacement cycle for vehicles, drivers, mechanics, etc.]
- Review classified staff [Report: staff, positions by building and department, etc.]

#### REPORTS

- Board Committees; Superintendent; Administrators;
- Remind board members to review their NASB Awards of Achievement points report.

#### **NASB's Video Resources:** <http://members.nasbonline.org/index.php/news-resources/videos>

- Legal Resources, NASB's Live & Learn Series, Q&A's with the Governor and Commissioner Blomstedt, EHA Updates, Advocacy breakdowns, Monthly Board Agendas, and MUCH more!

#### **Networking & Events:** <http://members.nasbonline.org/index.php/events>

- ALICAP Workshops – June 29 in Gering – June 30 in Kearney – July 1 in Lincoln
- Area Membership Meetings – August to October
  - August 24 – Gering
  - August 25 – North Platte
  - August 31 – Valentine
  - September 1 – Norfolk
  - September 8 – Kearney
  - September 14 - La Vista
  - September 15 – York
  - September 29 – Fremont
  - October 6 – Nebraska City
- Facilities & Construction Workshop – September 9 – Kearney
- Labor Relations Conference – October 12-13 – Lincoln
- 5<sup>th</sup> Annual Sparq Tailgate Party – October 30 – Embassy Suites - Lincoln
- State Education Conference – November 17-19 – CHI Health Center, Omaha

#### **Advocacy/2021 Legislative Session:**

- The 2021 legislative session has wrapped. Keep tabs with all things pertinent to your school at NASB's Govt Relations page at <http://members.nasbonline.org/index.php/government-relations>



Follow NASB on twitter at [www.twitter.com/NASBOnline](http://www.twitter.com/NASBOnline) using the hashtag #liveNASB  
and on facebook at [www.facebook.com/NASBOnline](http://www.facebook.com/NASBOnline)

Watch all of the NASB videos at <http://members.nasbonline.org/index.php/news-resources/videos>

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the **Board Notes newsletter** for "This Month In ...". To access the latest newsletter, click here:  
<http://members.nasbonline.org/index.php/news-resources/board-notes>



# HTRS TITANS

## 21-22 School Calendar

### August 2021

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### September 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### August 2021

9	Teacher Work Day
10	Teacher In-service
10	Open House
11	Teacher In-service
12	First Day of School

### September 2021

6	No School - Labor Day
15	1:30 dismissal - In-service
16	No School - County Fair
17	No School - County Fair

### October 2021

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### November 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### October 2021

1	1:30 dismissal
21	P/T Conferences - 1:30 dismissal
15	1:30 dismissal - Work day
21	1:30 dismissal - P/T Conferences 2:00-7:00
22	No School - Teacher In-service

### December 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### January 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### November 2021

24	No School - Thanksgiving Break
25	No School - Thanksgiving Day
26	No School - Thanksgiving Break

### February 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

### March 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### December 2021

21	End of 2nd Quarter/1st Semester (43 days)
22-31	No School - Christmas Break

### January 2022

3	No School - Christmas Break
4	No School - Teacher Work Day
5	School Resumes
17	No School - Teacher In-service

### April 2022

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### May 2022

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### February 2022

10	P/T Conferences - 1:30 dismissal
11	No School - Inservice

### March 2022

9	End of 3rd Quarter (44 days)
9	Teacher Work Day - 1:30 dismissal
10	No School - Spring Break
11	No School - Spring Break

### April 2022

15	No School - Good Friday
18	No School - Easter Monday

### May 2022

14	Graduation
17	End of 4th Quarter/2nd Semester (45 days)
17	Teacher Work Day - 1:30 dismissal
18	Teacher Work Day

Blue	No School - Teacher In-service
Grey	No School - Teacher Work Day
Orange	1:30 dismissal/work day/in-service
Purple	No School - Holiday

\*BOE Approved: June 8, 2021

P/T conferences in evenings on Oct. 21 plus Feb. 10 & open house on Aug. 10 together = 1 teacher contract day

## **5045 Student Fees**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

### **A. Definitions.**

- 1.** "Students" means students, their parents, guardians or other legal representatives.
- 2.** "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
- 3.** "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### **B. Listing of Fees Charged by this District.**

#### **1. Guidelines for Clothing Required for Specified Courses and Activities.**

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

## **2. Safety Equipment and Attire.**

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

## **3. Personal or Consumable Items.**

The district does not provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

## **4. Materials Required for Course Projects.**

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

## **5. Technological Devices**

The district will provide students with the technological devices necessary to complete all basic curricular projects. To the extent that a student is not required by the district's curriculum to utilize a device off district property, the district may charge students a convenience fee to take the device off district property. The maximum dollar amount of this convenience fee charged by the district will be \$35.

As with all school property, students may be charged for damage to such devices. The district may also charge a damage fee to cover damage costs to





the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

**10. Participation in Before-and-After-School or Pre-Kindergarten Services.**

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute. Please refer to LEAP (Learn, Explore and Play) Handbook.

**11. Participation in Summer School or Night School.**

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

**12. Charges for Food Consumed by Students.**

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades K-6
  - Regular Price \$2.35
  - Reduced Price \$.30
  
- Breakfast Program – Grades 7-12
  - Regular Price \$2.35
  - Reduced Price \$.30
  
- Lunch Program – Grades K-6
  - Regular Price \$2.65
  - Reduced Price \$.40

- Lunch Program – Grades 7-12
  - Regular Price \$2.95
  - Reduced Price \$.40

**13. Charges for Musical Extracurricular Activities.**

For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

- Band Students must provide their own instruments and marching band shoes.
- Swing Choir Students must purchase outfits and shoes selected by the sponsor and/or student group.

**14. Contributions for Junior and Senior Class Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district may ask each student to make a contribution to their class’s fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities.

**C. Waiver Policy.**

Students who qualify for free or reduced-price lunches under United State Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for materials for course projects and the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to the building principal.

#### **D. Distribution of Policy.**

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

#### **E. Voluntary Contributions to Defray Costs.**

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

#### **F. Fund-Raising Activities**

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

#### **G. Student Fee Fund.**

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: June 10, 2002  
Reviewed on: June 9, 2014  
Reviewed on: March 14, 2016  
Revised on: June 11, 2018  
Revised on: July 8, 2019  
Revised on: September 16, 2019  
Reviewed on: August 10, 2020  
Revised on: March 14, 2021

## **5001 Compulsory Attendance and Excessive Absenteeism**

*“School success is 90 percent showing up; the other half is mental.” Yogi Berra*

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

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

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

### **Required Attendance**

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

### **Mandatory Attendance Age**

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

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

### **Discontinuing enrollment – 5-Year-Old Students**

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1, of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who

satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district, until the beginning of the following school year, unless otherwise required by law.

### **Discontinuing Enrollment – 16- and 17-Year-Old Students**

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

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

### **Attendance Officer**

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

### **Expectations for Regular Attendance:**

1. Students are expected to attend every class, every day.
2. The only "excused" absences shall be:
  - a. Absences when a licensed health care provider has confirmed in writing that, in his/her professional medical opinion and within his/her scope of practice, the student or a child whom the student is parenting is so physically or mentally ill that attendance of the student is impracticable or impossible;
  - b. Absences when the Nebraska State Patrol confirms, in writing, that weather conditions have made the roads impassable, so that the student's attendance is impracticable or impossible;

- c. Student attendance at a school-sponsored activity;
  - d. Student has been suspended or expelled from school by the school district; and
  - e. Absences required by law enforcement, child protective services, or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor illnesses, family events, and routine appointments are simply “absent.”
  4. Upon return from every absence or partial-day absence, students may remain after school for 30 minutes to meet with teachers, work on missed assignments, or simply to study. The location and supervision of the student will be determined by the building principal in consultation with the student’s classroom teacher(s).
  5. Students must not be absent from any course more than 12 days, in any given semester, in order to earn academic credit for that course for that semester. Students who lose credit in any given course, due to absences, may appeal that loss of credit to his/her building principal.

### **Attendance Incentives:**

Building principals will establish attendance incentives for their students. Those may include:

- Special recognition of students who have 95% or greater attendance each quarter,
- Excusal from certain classroom assignments (final exam, written report) for students with 95% or greater attendance each semester,
- Special rewards (movie day, field day, extra recess) for students who have 95% or greater attendance.

At the conclusion of each semester, building principals report to the board what incentives were implemented and the effectiveness of the incentive in improving student attendance and engagement.

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

### **First Stage Response to Absences**

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.
2. After a student’s third absence in any given semester, the school’s attendance officer will schedule a meeting with the student’s parents or guardians. That meeting will be documented on the attached form.

- a. This meeting must be attended by attendance officer, parents, social worker or principal, and the student (if appropriate),
- b. The meeting shall be documented,
- c. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance.

### **Second State Response to Absences**

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

Adopted on: July 13, 2009

Reviewed on: May 12, 20

Reviewed on: March 13, 2016

Revised on: August 14, 2017

Revised on: April 9, 2018

Reviewed on: August 10, 2020

Revised on: June 14, 2021

**Acknowledgment of Receipt**

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

Student Name \_\_\_\_\_

Student Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

## 6008 CLASS RANK

Student class rank shall be determined by using a weighted 5.0 grading scale. Classes that receive the 5.0 weighting are listed below. All other courses will be calculated using the regular 4.0 scale. The weighted 5.0 scale will be used as the official HTRS grade point average and class rank. HTRS will utilize a Cum Laude system to recognize student honors with the following rankings:

Summa Cum Laude: % average of 98 and above

Magna Cum Laude: % average of 95-97

Cum Laude: % average of 93-94

In order to receive the honors, students must take a minimum of 60 hours of weighted (honors) classes.

Students must be enrolled in the district's high school the last two semesters to be eligible to be included in class ranking for honors.

### **Core classes shall include all of the listed Courses/Classes in:**

Business  
Mathematics  
Language Arts  
Social Studies  
Science  
Fine Arts  
Industrial Arts  
Family Consumer Science  
Physical Education  
Careers  
Foreign Language

### **Weighted (Honors) Classes:**

Accounting II  
Algebra II  
Geometry  
Pre-Calculus and Calculus  
Trigonometry  
Statistics  
College Prep English 11 and College Prep English 12  
Fundamentals of Speech  
CP American History  
CP American Government  
Psychology and Sociology  
Biology II

Anatomy  
 Chemistry I and Chemistry II  
 Physics  
 Applied Physics  
 Mechanical Drawing  
 CAD  
 Spanish II, III and Spanish IV  
 Dual Credit Classes

**All classes that are NOT weighted will be awarded GPA on a 4 point grade scale:**

Business  
 Mathematics  
 Language Arts  
 Social Studies  
 Science  
 Fine Arts  
 Industrial Arts  
 Family Consumer Science  
 Physical Educations (except weights and conditioning)  
 Careers  
 Foreign Language

Grading scale to be used effective with the incoming freshman class (Class of 2025).

	<u>4 Point GPA Scale</u>	<u>5 Point GPA Scale</u>	<u>Percentage GPA Scale</u>
A+	4.0	5.0	98-100% 97-100%
A	4.0	5.0	95-97% 93-96%
A-	4.0	5.0	93-94% 90-92%
B+	3.75	4.75	91-93% 86-89%
B	3.5	4.5	88-90% 83-85%
B-	3.0	4.0	86-87% 80-82%
C+	2.75	3.75	84-85% 76-79%
C	2.5	3.5	80-83% 73-75%
C-	2.0	3.0	78-79% 70-72%
D+	1.75	2.75	76-77% 66-69%
D	1.5	2.5	72-75% 63-65%
D-	1.0	2.0	70-71% 60-63%
F	0	0	Below 70 59 or below

Adopted on: August 10, 2009  
 Revised on: July 9, 2012  
 Reviewed on: December 10, 2012

Reviewed on: August 11, 2014  
Reviewed on: March 14, 2016  
Revised on: November 14, 2016  
Reviewed on: August 10, 2020  
Revised on: June 14, 2021

**6008  
CLASS RANK**

HTRS will utilize a Cum Laude system to recognize student honors with the following rankings:

Summa Cum Laude: % average of 98 and above

Magna Cum Laude: % average of 95-97

Cum Laude: % average of 93-94

In order to receive the honors, students must take a minimum of 60 hours of weighted classes.

Students must be enrolled in the district's high school the last two semesters to be eligible for honors.

**Core classes shall include all of the listed Courses/Classes in:**

Business  
Mathematics  
Language Arts  
Social Studies  
Science  
Fine Arts  
Industrial Arts  
Physical Education  
Careers  
Foreign Language

**Weighted (Honors) Classes:**

Accounting II  
Algebra II  
Geometry  
Pre-Calculus and Calculus  
Trigonometry  
Statistics  
College Prep English 11 and College Prep English 12  
CP American History  
CP American Government  
Biology II  
Anatomy  
Chemistry I and Chemistry II  
Physics  
Spanish II, III and Spanish IV  
Dual Credit Classes

**All classes that are NOT weighted (honors) will be awarded GPA on a 4-point grade scale:**

Business  
Mathematics  
Language Arts  
Social Studies  
Science  
Fine Arts  
Industrial Arts  
Physical Educations  
Careers  
Foreign Language

Grading scale to be used for the Classes of 2022, 2023 and 2024.

	<b><u>4 Point GPA Scale</u></b>	<b><u>5 Point GPA Scale</u></b>	<b><u>Percentage GPA Scale</u></b>
A+	4.0	5.0	98-100%
A	4.0	5.0	95-97%
A-	4.0	5.0	93-94%
B+	3.75	4.75	91-93%
B	3.5	4.5	88-90%
B-	3.0	4.0	86-87%
C+	2.75	3.75	84-85%
C	2.5	3.5	80-83%
C-	2.0	3.0	78-79%
D+	1.75	2.75	76-77%
D	1.5	2.5	72-75%
D-	1.0	2.0	70-71%
F	0	0	Below 70

Grading scale to be used effective with the incoming freshman class (Class of 2025).

	<b><u>Grade Scale</u></b>	<b><u>Percentage GPA Scale</u></b>
A+	4.0	97-100%
A	4.0	93-96%
A-	4.0	90-92%
B+	3.75	86-89%
B	3.5	83-85%
B-	3.0	80-82%
C+	2.75	76-79%
C	2.5	73-75%
C-	2.0	70-72%
D+	1.75	66-69%
D	1.5	63-65%
D-	1.0	60-63%
F	0	59 or below

Adopted on: August 10, 2009

Revised on: July 9, 2012

Reviewed on: December 10, 2012

Reviewed on: August 11, 2014

Reviewed on: March 14, 2016

Revised on: November 14, 2016

Reviewed on: August 10, 2020

Revised on: June 14, 2021

## **POLICIES THAT NEED REVISITED PER POLICY EVERY 3 YEARS**

2007 – Reimbursement and Miscellaneous Expenditures

2009 – Public Participation at Board Meetings

2012 – Board Code of Ethics

2013 – Violation of Board Ethics

2015 – Student Member of School Board

3004 – General Purchasing and Procurement

3020 – Copyright Compliance

3022 – Volunteers

3023 – Record Management and Retention

3025 – Returned and Outstanding Checks

3047 – Data Breach Response

3048 – Communicable Disease

3049 – Drones and Unmanned Aircraft

3053 – Nondiscrimination

4012 – Staff Internet and Computer Use

4013 – Grievance Procedure

4030.1 – Early Retirement Incentive Program Policy

5008 – Pregnant or Parenting Students

5037 – Student Internet and Computer Access

6027 – Field Trips

6031 – Emergency Exclusion

## 2007

### Reimbursement and Miscellaneous Expenditures

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

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

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

Reviewed on: June 11, 2018

Adopted on: July 9, 2018

Revised on:

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

WELCOME

The HTRS Board of Education (Board of Education) wishes to extend a welcome to all visitors and district patrons. The following procedures will assist individuals with questions they may have about addressing the board or having an item placed on the agenda.

REGULAR MEETING

Regular scheduled meetings of the Board of Education are held the second Monday of each month in a designated room located at the Humboldt site. The meetings begin at 7:00 p.m. unless designated by resolution or in the notice of the meeting. If that day or time falls on a holiday or is otherwise unsuitable to a majority of the members, the meeting may be held on an appropriate alternate time or day before the 15<sup>th</sup> day of the month.

WHO MAY ADDRESS THE BOARD OF EDUCATION

1. Residents of the school district.
2. Members of the staff and student body.
3. Parents of students enrolled in the school district.
4. Individuals who have been requested by the Superintendent of Schools or members of the Board of Education to present information on a given subject.
5. Nonresidents who have requested and received permission of the president of the Board of Education or the superintendent of school in the prescribed manner.

DISCUSSION OF AGENDA ITEMS

Only items on the written board agenda will be discussed at any meeting unless the Board of Education by a majority action, approves the placing of an emergency item on the agenda.

TO PLACE AN ITEM ON THE AGENDA

An applicant may place an item on the agenda by filing a written request with the Superintendent of Schools at least one week prior to the regularly scheduled board meeting. The written request should include the name,

address, and telephone number of the person making the request; the name of the organization or group represented, if any; a statement of action to be requested of the Board of Education; and any pertinent background information leading to the request.

#### TIME AND PLACEMENT OF THE AGENDA

The Superintendent of Schools, upon receipt of a properly executed request, shall set a date for inclusion of the requested item on the agenda as soon as practicable, bearing in mind such consideration as allowing time to gather pertinent information, to assemble members of the staff who have knowledge of the subject, etc. The Superintendent of Schools shall notify the individual or group of the date, time, and place of the meeting at which the item will be considered.

#### TO SPEAK TO AN ITEM ON THE AGENDA

1. Be recognized by the presiding officer.
2. State your name and address.
3. State the subject about which you wish to speak.

#### TO SPEAK TO AN ITEM NOT ON THE AGENDA

1. Be recognized by the presiding officer.
2. State your name and address.
3. State the subject and present the message about which you wish to speak. No action will be taken by the Board of Education on items brought up during the visitor's period. If action is desired, the subject should be placed on the agenda of a future meeting.

#### TIME LIMIT FOR SPEAKERS

A time limit of five minutes per speaker will be allowed. Not more than a total of twenty minutes will be allowed for the presentation of any specific topic. These time limits may be changed by a majority vote of the Board of Education. When more than one person is supporting a specific topic, care should be taken not to repeat comments supporting like items. Groups are encouraged to select one speaker to present their message.

#### CONDUCT AND REMARKS CONSIDERED OUT OF ORDER

Undue interruption or other interference with the orderly conduct of business is not allowed. Degrading or abusive remarks are always out of

order. A speaker's privilege to address the Board of Education may be terminated if he or she persists in making unacceptable statements or in conducting oneself in an offensive manner as judged by the Board of Education.

#### QUESTIONS AND COMMENTS BY THE BOARD OF EDUCATION AND THE SUPERINTENDENT OF SCHOOLS

Members of the Board of Education and the Superintendent of Schools may question a speaker or make comments in response to the speaker's remarks. Members of the Board of Education and the Superintendent of Schools are not subject to questioning by the speakers.

#### CHARGES, COMPLAINTS, OR CHALLENGES

At a public meeting of the Board of Education, no person shall orally initiate charges or complaints against individual employees of the school district or challenge instructional materials used by the district. All such charges, complaints, or challenges shall be presented to the Superintendent of Schools or the Board of Education in writing, signed by the complainant. All such charges, if presented to the members of the Board of Education shall be referred to the Superintendent of Schools for investigation and report.

#### CIRCULATION OF MATERIALS

Any written or printed material to be circulated at a board meeting must be submitted to the Superintendent of Schools by the Wednesday preceding the meeting. This material will be transmitted to the members of the Board of Education for their review and disposition.

Adopted on: June 15, 2009  
Reviewed on: August 12, 2013  
Revised on: March 14, 2016

**2012**  
**Board Code of Ethics**

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

Each board member shall:

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

9. Avoid being placed in a position of conflict of interest, and refrain from using the board member's position on the board for personal or political gain;
10. Refrain from discussing the confidential business of the board in any setting except a board meeting;
11. Refrain from micro-managing the affairs of the school district;
12. Recognize the superintendent as the executive officer of the board;
13. Work constructively and collegially with the other members of the board, students, staff and patrons.
14. Refer complaints to the superintendent or building principal, as appropriate;
15. Remember that a board member's first and greatest concern must be the educational welfare of the students attending this district's schools.

Adopted on: July 13, 2009

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

Reviewed on: August 12, 2013

Reviewed on March 13, 2016

## **2013 Violation of Board Ethics**

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

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

Adopted on: July 13, 2009  
Reviewed on: August 12, 2013  
Reviewed on: March 13, 2016  
Revised on: June 11, 2018

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

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

### **Selection and Term of Student Member**

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

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

Student members will not participate in executive or closed sessions.

### **Guidelines**

Student members may not introduce motions.

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

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

Adopted on: August 12, 2013

Reviewed on: March 13, 2016

Revised on: June 13, 2016

Reviewed on: December 10, 2018

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

**I. Applicability of this policy.**

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

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

**II. General Purchasing Policy**

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

### III. **Building-Specific Purchasing**

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

### IV. **Purchasing Procedures**

- A. School personnel must secure the approval of an authorized administrator before making any purchases.
- B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than 7 days prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.
- C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.
- D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

- E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.
- F. For purchases of more than \$10,000, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

**V. Relations with Vendors**

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

Adopted on: July 13, 2009

Revised on: November 13, 2013

Revised on: March 14, 2016

Revised on: August 14, 2017

Revised on: August 13, 2018

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

## **3020 Copyright Compliance**

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

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

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

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

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

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

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

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Revised on: June 11, 2018

## **3022 Volunteers**

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

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

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Revised on: June 11, 2018

## Record Management and Retention

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

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

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

Due to the nature and volume of forms of electronic communication related to the operation of the district, transitory or multiple copies of electronic communication will be retained with metadata intact for a minimum of 30 days. After this time, the electronically stored information with metadata intact shall be subject to overwriting or deletion from the district's electronic files and records, except as otherwise required by these policies or state and federal law.

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

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

educational or behavioral significance and contains personally-identifiable information will be maintained by the school district pursuant to its policy on student records.

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

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

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Revised on: March 14, 2016

Revised on: June 11, 2018

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

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

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

Adopted on: July 13, 2009  
Reviewed on: November 13, 2013  
Reviewed on: March 13, 2016  
Revised on: June 11, 2018

**3047**  
**Data Breach Response**

**I. Preparation**

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

**A. Data Governance**

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

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

**B. New Devices and Software**

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

**II. Incident Response Plan**

**A. Assessment and Investigation**

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

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

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

**B. Notification of Affected Individuals**

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

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

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

Adopted on: August 14, 2017

Revised on: June 11, 2018

## 3048 Communicable Disease

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

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

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

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

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

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

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

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

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

Reviewed on: June 11, 2018

Adopted on: July 9, 2018

Revised on:

## 3049

### **Drones and Unmanned Aircraft**

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

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

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

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

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

Reviewed on: June 11, 2018

Adopted on: July 9, 2018

Revised on:

## **3053 Nondiscrimination**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revision of Policy 4001

Revised on: September 16, 2019

## **Notice of Nondiscrimination**

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Sherri L. Edmundson  
Title: Superintendent  
Address: 810 Central Ave., Humboldt, NE 68376  
Telephone: 402-862-2235  
E-mail: sherriedmundson@htrstitans.org

For further information on notice of nondiscrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area or call 1-800-421-3481.

For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination.

Revised: September 16, 2019

## **POLICIES THAT NEED REVISITED PER POLICY EVERY 3 YEARS**

2007 – Reimbursement and Miscellaneous Expenditures

2009 – Public Participation at Board Meetings

2012 – Board Code of Ethics

2013 – Violation of Board Ethics

2015 – Student Member of School Board

3004 – General Purchasing and Procurement

3020 – Copyright Compliance

3022 – Volunteers

3023 – Record Management and Retention

3025 – Returned and Outstanding Checks

3047 – Data Breach Response

3048 – Communicable Disease

3049 – Drones and Unmanned Aircraft

3053 – Nondiscrimination

4012 – Staff Internet and Computer Use

4013 – Grievance Procedure

4030.1 – Early Retirement Incentive Program Policy

5008 – Pregnant or Parenting Students

5037 – Student Internet and Computer Access

6027 – Field Trips

6031 – Emergency Exclusion

## **4012**

### **Staff Internet and Computer Use**

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district's faculty and staff. Staff should also refer to the district's policy on Staff and District Social Media Use.

#### **I. Staff Expectations in Use of the Internet**

##### **A. Acceptable Use While on Duty or on School Property**

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.
3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.
4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

##### **B. Unacceptable Use While on Duty or on School Property**

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.

3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.
4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.
5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

## **II. School Affiliated Websites**

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

## **III. Enforcement**

### **A. Methods of Enforcement**

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic

communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.
3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

**B. Any violation of school policy and rules may result in that staff member facing:**

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;
2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;
3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

#### **IV. Off-Duty Personal Use**

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986,

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

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Revised on: March 14, 2016

Revised on: June 13, 2016

Revised on: June 11, 2018

## 4013 Grievance Procedure

**Definition of Grievance.** A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the board of education.

**Procedural Steps.** The procedure for handling grievances is as set forth below.

**Step 1 - Oral Notice to Principal.** The grievant shall initiate the grievance by presenting it to his or her principal or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

**Step 2 - Written Grievance to the Principal.** If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal.

The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

**Step 3 - Written Appeal to the Superintendent of Schools.** If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination.

The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

**Step 4 - Appeal to the Board of Education.** If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board

shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

**Written Presentation.** All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 2 and appeals at Step 3 and Step 4 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

**Grievance Meetings or Hearings.** All meetings and hearings conducted under this procedure up to and including Step 3 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

**Association Representation.** A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

**Reprisals.** No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

**Withdrawal of a Grievance.** A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

**Advanced Step Filing.** A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

**Time Limitations.** Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the

district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

**Requirement to Grieve.** This grievance procedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or board member, individually, has the authority to waive the requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandoned, will be forfeited.

**Bad Faith or Serial Filings.** The purpose of the grievance procedure is to resolve complaints and grievances regarding covered matters at the lowest level possible within the chain of command. Grievances filed without any intention to attempt to resolve the issues raised; for the purpose of adding administrative burden; or for purposes inconsistent with the professional obligations of district staff members may be dismissed by the superintendent without providing final resolution other than noting the dismissal on a basis in this section.

Adopted on: July 13, 2009  
Reviewed on: January 13, 2014  
Reviewed on: March 13, 2016  
Revised on: June 11, 2018

**4030.1**  
**EARLY RETIREMENT INCENTIVE PROGRAM POLICY**

**A. PURPOSE**

The Early Retirement Incentive Program (Program) is intended to benefit qualified certificated employees who are considering retirement. The Program's objectives include, but are not limited to, the following:

1. Offering financial incentives which will assist long-term employees who are considering retirement;
2. Reducing costs to the school district by replacing maximum salaried employees with lesser salaried employees; and
3. Providing a balance of employee experience.

**B. QUALIFICATIONS**

**1. Certificated Employee.** To participate in the Program, a person must be a teacher certificated by the Nebraska Department of Education, and employed by the School District in a capacity which requires such certification.

**2. Full-Time Equivalency.** Certificated employees who are employed 1.0 full-time equivalency (FTE) in an employment position that requires a certificate from the Nebraska Department of Education may participate in the Program, provided that the part-time employee's benefits under such a plan shall be pro-rated based on their FTE as of December 1<sup>st</sup> of the employee's final contract year.

**3. Minimum Age and Years of Service.** To be eligible for this Program, a certificated employee must: (a) be 58 years of age on or before August 31<sup>st</sup> after the school year of application (i.e. August 31, 2017 of the 2016-17 school year) (b) have completed 18 total years of continuous, credited service in the employment of the HTRS School District (including Dawson-Verdon, Southeast Consolidated, and Table Rock-Steinauer), and (c) meet any other criteria established by the board of education at the regular November meeting (such as department or building eligibility). Credited service shall be defined as continuous employment with the school district as a 1.0 FTE certificated employee through the employee's last year of service in an employment position that requires a certificate from the Nebraska Department of Education. Board-approved leave for military service, for a sabbatical or for a leave of absence, or any leave required to be granted according to law, shall not be included as credited years of service. In determining years of credited service with the

district for the purpose of meeting the eligibility requirement of 18 total years of service, less than full-time employment would reduce the employee's full-time equivalent employment for a school year. For example, an employee employed on a half-time (.5 FTE) basis would be credited with half a year (.5) of full-time equivalent employment. Any school year in which an employee is paid by the district for the number of contract days in the Negotiated Agreement shall accrue one (1) year of credited service. Employees who have previously retired under NPERS are not eligible to receive this benefit in any form.

### **C. ENROLLMENT REQUIREMENTS**

**1. Resignation.** Participants in the Program will resign their positions with the school district effective at the close of the school year in consideration for the benefits outlined in Section D below.

**2. Application.** An employee must submit a signed Application and Agreement form to the board of education on or before January 3, 2019, of the employee's last intended school year of employment. The superintendent shall review the employee's record to determine whether the employee is eligible for the Program. The Board will notify the applicant on or before January 15, 2019, of its action on his or her application.

**3. Employee's Ineligibility.** An employee who has received written notice of possible contract termination or cancellation shall not be eligible to participate in this Program unless (1) the notice of termination or cancellation is withdrawn by the administration or (2), after a hearing before the board of education, the board determines that said employee's employment should not be canceled or terminated.

### **D. BENEFITS**

**1. Calculation of Benefits:** The annual benefit to be paid under this Program shall be the employee's Base Salary for their most recent contracted year of employment divided by 5.

**2. Payment of Benefit.** The benefit shall be paid to the teacher in five (5) equal payments. The first payment shall be made in September of the calendar year of the teacher's resignation, with the remaining payments made in September of the following four calendar years. Example: An employee at the M+27 step on the Salary Schedule would be \$63,204 for 2017-18.  $\$63,204 \div 5 = \$12,640.80$ , so the eligible employee would receive \$12,640.80 on each September 15 for each of 2018, 2019, 2020, 2021, and 2022.

**3. Limitation on Payment.** The board of education shall, in its sole and unfettered discretion, determine whether to budget and fund any Early Retirement Incentive Program payments in a particular year, and shall determine the total amount of such payments, if any, that will be made available for such payments.

**4. Source of Funds.** The school district shall pay the entire cost of the plan.

**5. Administration.** This Program shall be administered by the board of education by and through the administration of the school district.

**6. Beneficiary Designation.** In order for the application to be considered complete, a beneficiary must be designated.

**7. Income Tax Consequences.** Payments pursuant to this plan have been determined to be taxable income for state and federal income tax purposes, and will be treated as such. The school district will withhold such sums as are required by law, and payments will be reported as a taxable income.

**8. COBRA Rights.** A separating employee will have the opportunity to continue health insurance benefits as may be permitted by the provisions of the Comprehensive Omnibus Budget Reconciliation Act or other applicable law. The employee shall be responsible for any payments required to participate in the COBRA program.

## **E. ADMINISTRATION**

**Application and Waiver.** An employee who elects to participate in the Program, and the school district (through its board of education), shall execute the Application and Agreement, Exhibit "A" attached hereto. That Application and Agreement shall inform the employee that the Voluntary Separation Program is totally voluntary in nature and provides each employee at least 45 days to consider the ramifications of participation in the Program before making a decision. An employee may waive the 45 day consideration period. The Application and Agreement shall also include a specific Waiver and Release of Claims of the participants' rights under the Age Discrimination and Employment Act (ADEA), 29 USC § 621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, NEB. REV. STAT. § 48-1001 *et seq.*, the Employee Separation Income Security Act of 1974 (ERISA), 29 USC § 1001 *et seq.*, and all other state and federal constitutions, statutes and regulations that relate to the validity of the

Program, and allows the employee to revoke the Release or Waiver at any time within seven (7) days after both the employee and the Board have signed the contract, and advises the employee to consult with an attorney before signing the Application and Agreement.

An employee who submits an application to participate in the Program may withdraw the application within 7 days after it is approved by both parties, but not afterward without the written consent of the board of education. Each application will be reviewed on an individual basis. The board shall, in its sole discretion, determine the number of applications to be approved in any given year. If the Board receives more applications for voluntary separation than it approves, the Board shall approve the applications as follows:

- a. The Board will approve the application of the employee which was submitted earliest to the Office of the Superintendent.
- b. If multiple applications were submitted at the same time, the Board will approve the application of the employee whose salary is higher, as determined by the employee's placement on the salary schedule index (excluding all unit pay).
- c. If application submissions and salaries of the employees are the same, the Board will approve the application of the employee who has the most years of service with HTRS (including Dawson-Verdon, Southeast Consolidated, and Table Rock-Steinauer).
- d. If application submissions, salaries and years of service are the same, the selection will be by random drawing by the Board President in the presence of administration and business manager.

An employee's application to participate in the Program is in itself not a resignation of a contract with the School District. However, the Board's approval of an employee's application will be considered the approval of the employee's voluntary resignation and termination of the employee's continuing contract. If the Board does not approve an employee's application, the employee's contract will continue in effect, and the employee will remain an employee by the School District unless he or she otherwise resigns or his or her contract is terminated for just cause.

## **F. TERM OF PROGRAM**

This policy shall be reviewed annually and its availability terminated at any time at the Board's sole discretion. The Board will generally determine no later than its

regular November meeting the number of early retirement applications that will be accepted in the then current school year and any other eligibility limitations or requirements (such as building or department requirements). This Program shall be offered only to eligible employees as defined herein, who satisfy the Program requirements prior to the applicable deadline, and who submit an ERIP Application and Agreement prior to the applicable deadline.

**G. LIMITATIONS OF APPLICATIONS**

The Board reserves the right to limit the number of voluntary separation applications granted during any single school year if the number of requests results in separation payments that exceed budget constraints and/or if multiple requests from employees within a single department could, in the opinion of the school administration, result in the excessive loss of continuity of instruction and effectiveness of that department. If multiple employees from the same department submit requests in the same school year, the priority of applicants granted will be determined in accordance with paragraph E.

Approved: February 12, 2018

Revised: November 12, 2018

**5008**  
**Pregnant or Parenting Students**

Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

**I. Accommodations Regarding Attendance and Participation**

**A. Generally**

Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

1. If the student cannot regularly attend classes, the provision of online courses;
2. The arrangement of meeting times with teachers;
3. If the student has not identified appropriate childcare, the identification of child care providers that meet statutory requirements for quality and care; and
4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators including, but not limited to, modification of attendance policies.

**B. Students with Disabilities**

For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

**II. Accommodations Regarding Lactation and Breastfeeding**

**A. Accommodations**

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable

opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.

2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

## **B. Educational Process**

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Adopted on: July 13, 2009  
Reviewed on: May 12, 2014  
Reviewed on: March 13, 2016  
Revised on: August 14, 2017  
Revised on: April 9, 2018  
Revised on: June 11, 2018

## 5037

### **Student Internet and Computer Access**

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

#### **I. Student Expectations in the Use of the Internet**

##### **A. Acceptable Use**

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects.
3. Students may use the Internet to gain access to information about current events.
4. Students may use the Internet to conduct research for school-related activities.
5. Students may use the Internet for appropriate educational purposes.

##### **B. Unacceptable Use**

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3/mp4 sharing systems.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.

6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not forge electronic mail messages or web pages.

## **II. Enforcement**

### **A. Methods of Enforcement**

1. The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic

files on the system are subject to search and inspection at any time.

2. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

**B. Consequences for Violation of this Policy**

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
  - a. Loss of computer privileges;
  - b. Short-term suspension;
  - c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
  - d. Other discipline as school administration and the school board deem appropriate.
2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

**III. Children's Online Privacy Protection Act (COPPA)**

- A. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
- B. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

Adopted on: July 13, 2009  
Reviewed on: June 9, 2014  
Reviewed on: March 14, 2016  
Revised on: June 11, 2018

## **6027 Field Trips**

The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

### **1. General Conditions**

All trips must be pre-approved by the teacher's building principal. Out-of-state and overnight trips require pre-approval by the board. The superintendent and principals will develop guidelines for approval of trips and communicate those guidelines to teaching staff.

### **2. Parental Permission**

Each student must submit a signed parental permission slip prior to being allowed to attend a field trip. A new permission slip must be submitted for each trip. Caregivers, as that term is defined in the Nebraska Strengthening Families Act, shall be permitted to sign parental permission slips.

### **3. Supervision**

Sponsoring teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. Whether paid staff or volunteers, chaperones are prohibited from drinking alcoholic beverages of any kind at any time during any field trip. All chaperones must be at least 21 years of age. Any chaperone who drives students must possess a valid driver's license. Chaperones who drive students in private vehicles must possess adequate insurance coverage. Chaperones do not have any property right in or to a chaperone assignment. The school district may deny or terminate a chaperone assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

### **4. Student Conduct**

Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

Adopted on: August 10, 2009  
Reviewed on: August 11, 2014  
Reviewed on: March 14, 2016  
Revised on: June 13, 2016  
Revised on: June 11, 2018

## **6031 Emergency Exclusion**

**Grounds for Emergency Exclusion.** Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers that prompted the exclusion.

**Extension of Exclusion.** Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

**Notification of Student's Parent(s) or Guardian(s).** The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing.

**Opportunity to Request a Hearing.** The student's parent(s) or guardian(s) may submit an oral request for a hearing on the proposed extension of the exclusion within two school days of receiving the initial notice. If the initial request for a hearing is oral, they shall confirm the request in writing.

**Failure to Request a Hearing.** If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

**Appointment and Qualifications of a Hearing Examiner.** If the parent(s) or guardian(s) request a hearing, the superintendent shall appoint a hearing examiner upon receiving a request for a hearing. The hearing examiner may be any person who did not bring charges against the student, is not to be a witness at the hearing, and has no involvement in the charge.

**Hearing Examiner's Notice to Parent(s) or Guardian(s).** The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within five school days after the school district receives the initial oral or written request; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

**Continued Exclusion.** If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

**Examination of Student's Records and Affidavits.** Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

**Attendance at Hearing.** The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

**Student's Witness(es).** The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

**Right to Know Issues and Nature of Testimony.** The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

**Presence of Student and Witnesses at the Hearing.** The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify.

**Sworn or Affirmed Testimony.** The principal or his or her designee shall present evidence supporting the recommended extension of the exclusion. Witnesses will give testimony under oath of affirmation, and may be questioned.

**Hearing Examiner's Report and Recommendations.** The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

**Superintendent's Decision.** The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

Adopted on: August 10, 2009  
Reviewed on: August 11, 2014  
Reviewed on: March 14, 2016  
Revised on: June 11, 2018

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

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

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

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

Reviewed on: June 11, 2018

Adopted on: July 9, 2018

Reviewed on: June 14, 2021

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

WELCOME

The HTRS Board of Education (Board of Education) wishes to extend a welcome to all visitors and district patrons. The following procedures will assist individuals with questions they may have about addressing the board or having an item placed on the agenda.

REGULAR MEETING

Regular scheduled meetings of the Board of Education are held the second Monday of each month in a designated room located at the Humboldt site. The meetings begin at 7:00 p.m. unless designated by resolution or in the notice of the meeting. If that day or time falls on a holiday or is otherwise unsuitable to a majority of the members, the meeting may be held on an appropriate alternate time or day before the 15<sup>th</sup> day of the month.

WHO MAY ADDRESS THE BOARD OF EDUCATION

1. Residents of the school district.
2. Members of the staff and student body.
3. Parents of students enrolled in the school district.
4. Individuals who have been requested by the Superintendent of Schools or members of the Board of Education to present information on a given subject.
5. Nonresidents who have requested and received permission of the president of the Board of Education or the superintendent of school in the prescribed manner.

DISCUSSION OF AGENDA ITEMS

Only items on the written board agenda will be discussed at any meeting unless the Board of Education by a majority action, approves the placing of an emergency item on the agenda.

TO PLACE AN ITEM ON THE AGENDA

An applicant may place an item on the agenda by filing a written request with the Superintendent of Schools at least one week prior to the regularly scheduled board meeting. The written request should include the name,

address, and telephone number of the person making the request; the name of the organization or group represented, if any; a statement of action to be requested of the Board of Education; and any pertinent background information leading to the request.

### TIME AND PLACEMENT OF THE AGENDA

The Superintendent of Schools, upon receipt of a properly executed request, shall set a date for inclusion of the requested item on the agenda as soon as practicable, bearing in mind such consideration as allowing time to gather pertinent information, to assemble members of the staff who have knowledge of the subject, etc. The Superintendent of Schools shall notify the individual or group of the date, time, and place of the meeting at which the item will be considered.

### TO SPEAK TO AN ITEM ON THE AGENDA

1. Be recognized by the presiding officer.
2. State your name and address.
3. State the subject about which you wish to speak.

### TO SPEAK TO AN ITEM NOT ON THE AGENDA

1. Be recognized by the presiding officer.
2. State your name and address.
3. State the subject and present the message about which you wish to speak. No action will be taken by the Board of Education on items brought up during the visitor's period. If action is desired, the subject should be placed on the agenda of a future meeting.

### TIME LIMIT FOR SPEAKERS

A time limit of five minutes per speaker will be allowed. Not more than a total of twenty minutes will be allowed for the presentation of any specific topic. These time limits may be changed by a majority vote of the Board of Education. When more than one person is supporting a specific topic, care should be taken not to repeat comments supporting like items. Groups are encouraged to select one speaker to present their message.

### CONDUCT AND REMARKS CONSIDERED OUT OF ORDER

Undue interruption or other interference with the orderly conduct of business is not allowed. Degrading or abusive remarks are always out of

order. A speaker's privilege to address the Board of Education may be terminated if he or she persists in making unacceptable statements or in conducting oneself in an offensive manner as judged by the Board of Education.

### QUESTIONS AND COMMENTS BY THE BOARD OF EDUCATION AND THE SUPERINTENDENT OF SCHOOLS

Members of the Board of Education and the Superintendent of Schools may question a speaker or make comments in response to the speaker's remarks. Members of the Board of Education and the Superintendent of Schools are not subject to questioning by the speakers.

### CHARGES, COMPLAINTS, OR CHALLENGES

At a public meeting of the Board of Education, no person shall orally initiate charges or complaints against individual employees of the school district or challenge instructional materials used by the district. All such charges, complaints, or challenges shall be presented to the Superintendent of Schools or the Board of Education in writing, signed by the complainant. All such charges, if presented to the members of the Board of Education shall be referred to the Superintendent of Schools for investigation and report.

### CIRCULATION OF MATERIALS

Any written or printed material to be circulated at a board meeting must be submitted to the Superintendent of Schools by the Wednesday preceding the meeting. This material will be transmitted to the members of the Board of Education for their review and disposition.

Adopted on: June 15, 2009

Reviewed on: August 12, 2013

Revised on: March 14, 2016

Reviewed on: February 10, 2020

Reviewed on: June 14, 2021

## **2012 Board Code of Ethics**

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

Each board member shall:

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

9. Avoid being placed in a position of conflict of interest, and refrain from using the board member's position on the board for personal or political gain;
10. Refrain from discussing the confidential business of the board in any setting except a board meeting;
11. Refrain from micro-managing the affairs of the school district;
12. Recognize the superintendent as the executive officer of the board;
13. Work constructively and collegially with the other members of the board, students, staff and patrons.
14. Refer complaints to the superintendent or building principal, as appropriate;
15. Remember that a board member's first and greatest concern must be the educational welfare of the students attending this district's schools.

Adopted on: July 13, 2009

Reviewed on: August 12, 2013

Reviewed on: March 13, 2016

Reviewed on: February 10, 2020

Reviewed on: June 14, 2021

## **2005 Conflict of Interest**

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

1. Definitions. For purposes of this policy:

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

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

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

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

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

2. Contracts with the School District.

a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who

enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

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

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

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

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

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

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

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

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

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

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

- (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
  - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
- b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.
  - c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.
  - d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

## 6. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.

- (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
- (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

## 7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:
  - (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
  - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
  - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

## 8. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which

a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:

- (1) The names of the contracting parties.
- (2) The nature of the interest of the board member in question.
- (3) The date that the contract was approved.
- (4) The amount of the contract.
- (5) The basic terms of the contract.

b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

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

Adopted on: July 13, 2009

Reviewed on: March 11, 2013

Reviewed on: March 13, 2016

Revised on: June 13, 2016

Revised on: August 14, 2017

Revised on: March 14, 2021

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

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

### **Selection and Term of Student Member**

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

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

Student members will not participate in executive or closed sessions.

### **Guidelines**

Student members may not introduce motions.

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

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

Adopted on: August 12, 2013  
Reviewed on: March 13, 2016  
Revised on: June 13, 2016  
Reviewed on: December 10, 2018  
Reviewed on: June 14, 2021

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

**I. Applicability of this policy.**

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

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

**II. General Purchasing Policy**

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

### **III. Building-Specific Purchasing**

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

### **IV. Purchasing Procedures**

- A. School personnel must secure the approval of an authorized administrator before making any purchases.
- B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than 7 days prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.
- C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.
- D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

- E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.
- F. For purchases of more than \$10,000, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

**V. Relations with Vendors**

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

Adopted on: July 13, 2009  
Revised on: November 13, 2013  
Revised on: March 14, 2016  
Revised on: August 14, 2017  
Revised on: August 13, 2018  
Reviewed on: June 14, 2021

## **3020 Copyright Compliance**

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

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

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

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

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

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

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

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Revised on: June 11, 2018

Reviewed on: June 14, 2021

## **3022 Volunteers**

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

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

Adopted on: July 13, 2009  
Reviewed on: November 13, 2013  
Reviewed on: March 13, 2016  
Revised on: June 11, 2018  
Reviewed on: June 14, 2021

## **3023 Record Management and Retention**

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

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

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

Due to the nature and volume of forms of electronic communication related to the operation of the district, transitory or multiple copies of electronic communication will be retained with metadata intact for a minimum of 30 days. After this time, the electronically stored information with metadata intact shall be subject to overwriting or deletion from the district's electronic files and records, except as otherwise required by these policies or state and federal law.

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

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

educational or behavioral significance and contains personally-identifiable information will be maintained by the school district pursuant to its policy on student records.

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

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

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Revised on: March 13, 2016

Revised on: June 11, 2018

Reviewed on: June 14, 2021

## **3025**

### **Returned and Outstanding Checks**

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

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

Adopted on: July 13, 2009  
Reviewed on: November 13, 2013  
Reviewed on: March 13, 2016  
Revised on: June 11, 2018  
Reviewed on: June 14, 2021

**3047**  
**Data Breach Response**

**I. Preparation**

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

**A. Data Governance**

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

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

**B. New Devices and Software**

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

**II. Incident Response Plan**

**A. Assessment and Investigation**

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

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

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

**B. Notification of Affected Individuals**

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

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

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

Adopted on: August 14, 2017  
Revised on: June 11, 2018  
Reviewed on: June 14, 2021

## **3048 Communicable Disease**

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

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

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

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

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

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

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

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

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

Reviewed on: June 11, 2018

Adopted on: July 9, 2018

Reviewed on: June 14, 2021

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

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

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

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

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

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

Reviewed on: June 11, 2018

Adopted on: July 9, 2018

Reviewed on: June 14, 2021

## **3053 Nondiscrimination**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revision of Policy 4001  
Revised on: September 16, 2019  
Reviewed on: June 14, 2021

## **4012 Staff Internet and Computer Use**

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district's faculty and staff. Staff should also refer to the district's policy on Staff and District Social Media Use.

### **I. Staff Expectations in Use of the Internet**

#### **A. Acceptable Use While on Duty or on School Property**

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.
3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.
4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

#### **B. Unacceptable Use While on Duty or on School Property**

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.

3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.
4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.
5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

## **II. School Affiliated Websites**

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

## **III. Enforcement**

### **A. Methods of Enforcement**

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic

communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.
3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

**B. Any violation of school policy and rules may result in that staff member facing:**

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;
2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;
3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

#### **IV. Off-Duty Personal Use**

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986,

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

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Revised on: March 14, 2016

Revised on: June 13, 2016

Revised on: June 11, 2018

Reviewed on: June 14, 2021

## **4013 Grievance Procedure**

**Definition of Grievance.** A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the board of education.

**Procedural Steps.** The procedure for handling grievances is as set forth below.

**Step 1 - Oral Notice to Principal.** The grievant shall initiate the grievance by presenting it to his or her principal or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

**Step 2 - Written Grievance to the Principal.** If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal.

The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

**Step 3 - Written Appeal to the Superintendent of Schools.** If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination.

The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

**Step 4 - Appeal to the Board of Education.** If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board

shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

**Written Presentation.** All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 2 and appeals at Step 3 and Step 4 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

**Grievance Meetings or Hearings.** All meetings and hearings conducted under this procedure up to and including Step 3 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

**Association Representation.** A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

**Reprisals.** No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

**Withdrawal of a Grievance.** A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

**Advanced Step Filing.** A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

**Time Limitations.** Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the

district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

**Requirement to Grieve.** This grievance procedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or board member, individually, has the authority to waive the requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandoned, will be forfeited.

**Bad Faith or Serial Filings.** The purpose of the grievance procedure is to resolve complaints and grievances regarding covered matters at the lowest level possible within the chain of command. Grievances filed without any intention to attempt to resolve the issues raised; for the purpose of adding administrative burden; or for purposes inconsistent with the professional obligations of district staff members may be dismissed by the superintendent without providing final resolution other than noting the dismissal on a basis in this section.

Adopted on: July 13, 2009  
Reviewed on: January 13, 2014  
Reviewed on: March 13, 2016  
Revised on: June 11, 2018  
Reviewed on: June 14, 2021

**4030.1**  
**EARLY RETIREMENT INCENTIVE PROGRAM POLICY**

**A. PURPOSE**

The Early Retirement Incentive Program (Program) is intended to benefit qualified certificated employees who are considering retirement. The Program's objectives include, but are not limited to, the following:

1. Offering financial incentives which will assist long-term employees who are considering retirement;
2. Reducing costs to the school district by replacing maximum salaried employees with lesser salaried employees; and
3. Providing a balance of employee experience.

**B. QUALIFICATIONS**

**1. Certificated Employee.** To participate in the Program, a person must be a teacher certificated by the Nebraska Department of Education, and employed by the School District in a capacity which requires such certification.

**2. Full-Time Equivalency.** Certificated employees who are employed 1.0 full-time equivalency (FTE) in an employment position that requires a certificate from the Nebraska Department of Education may participate in the Program, provided that the part-time employee's benefits under such a plan shall be pro-rated based on their FTE as of December 1<sup>st</sup> of the employee's final contract year.

**3. Minimum Age and Years of Service.** To be eligible for this Program, a certificated employee must: (a) be 58 years of age on or before August 31<sup>st</sup> after the school year of application (i.e. August 31, 2017 of the 2016-17 school year) (b) have completed 18 total years of continuous, credited service in the employment of the HTRS School District (including Dawson-Verdon, Southeast Consolidated, and Table Rock-Steinauer), and (c) meet any other criteria established by the board of education at the regular November meeting (such as department or building eligibility). Credited service shall be defined as continuous employment with the school district as a 1.0 FTE certificated employee through the employee's last year of service in an employment position that requires a certificate from the Nebraska Department of Education. Board-approved leave for military service, for a sabbatical or for a leave of absence, or any leave required to be granted according to law, shall not be included as credited years of service. In determining years of credited service with the district for the purpose of meeting

the eligibility requirement of 18 total years of service, less than full-time employment would reduce the employee's full-time equivalent employment for a school year. For example, an employee employed on a half-time (.5 FTE) basis would be credited with half a year (.5) of full-time equivalent employment. Any school year in which an employee is paid by the district for the number of contract days in the Negotiated Agreement shall accrue one (1) year of credited service. Employees who have previously retired under NPERS are not eligible to receive this benefit in any form.

### **C. ENROLLMENT REQUIREMENTS**

**1. Resignation.** Participants in the Program will resign their positions with the school district effective at the close of the school year in consideration for the benefits outlined in Section D below.

**2. Application.** An employee must submit a signed Application and Agreement form to the board of education on or before January 3, 2019, of the employee's last intended school year of employment. The superintendent shall review the employee's record to determine whether the employee is eligible for the Program. The Board will notify the applicant on or before January 15, 2019, of its action on his or her application.

**3. Employee's Ineligibility.** An employee who has received written notice of possible contract termination or cancellation shall not be eligible to participate in this Program unless (1) the notice of termination or cancellation is withdrawn by the administration or (2), after a hearing before the board of education, the board determines that said employee's employment should not be canceled or terminated.

### **D. BENEFITS**

**1. Calculation of Benefits:** The annual benefit to be paid under this Program shall be the employee's Base Salary for their most recent contracted year of employment divided by 5.

**2. Payment of Benefit.** The benefit shall be paid to the teacher in five (5) equal payments. The first payment shall be made in September of the calendar year of the teacher's resignation, with the remaining payments made in September of the following four calendar years. Example: An employee at the M+27 step on the Salary Schedule would be \$63,204 for 2017-18.  $\$63,204 \div 5 = \$12,640.80$ , so the eligible employee would receive \$12,640.80 on each September 15 for each of 2018, 2019, 2020, 2021, and 2022.

**3. Limitation on Payment.** The board of education shall, in its sole and unfettered discretion, determine whether to budget and fund any Early Retirement Incentive Program payments in a particular year, and shall determine the total amount of such payments, if any, that will be made available for such payments.

**4. Source of Funds.** The school district shall pay the entire cost of the plan.

**5. Administration.** This Program shall be administered by the board of education by and through the administration of the school district.

**6. Beneficiary Designation.** In order for the application to be considered complete, a beneficiary must be designated.

**7. Income Tax Consequences.** Payments pursuant to this plan have been determined to be taxable income for state and federal income tax purposes, and will be treated as such. The school district will withhold such sums as are required by law, and payments will be reported as a taxable income.

**8. COBRA Rights.** A separating employee will have the opportunity to continue health insurance benefits as may be permitted by the provisions of the Comprehensive Omnibus Budget Reconciliation Act or other applicable law. The employee shall be responsible for any payments required to participate in the COBRA program.

## **E. ADMINISTRATION**

**Application and Waiver.** An employee who elects to participate in the Program, and the school district (through its board of education), shall execute the Application and Agreement, Exhibit "A" attached hereto. That Application and Agreement shall inform the employee that the Voluntary Separation Program is totally voluntary in nature and provides each employee at least 45 days to consider the ramifications of participation in the Program before making a decision. An employee may waive the 45 day consideration period. The Application and Agreement shall also include a specific Waiver and Release of Claims of the participants' rights under the Age Discrimination and Employment Act (ADEA), 29 USC § 621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, NEB. REV. STAT. § 48-1001 *et seq.*, the Employee Separation Income Security Act of 1974 (ERISA), 29 USC § 1001 *et seq.*, and all other state and federal constitutions, statutes and regulations that relate to the validity of the

Program, and allows the employee to revoke the Release or Waiver at any time within seven (7) days after both the employee and the Board have signed the contract, and advises the employee to consult with an attorney before signing the Application and Agreement.

An employee who submits an application to participate in the Program may withdraw the application within 7 days after it is approved by both parties, but not afterward without the written consent of the board of education. Each application will be reviewed on an individual basis. The board shall, in its sole discretion, determine the number of applications to be approved in any given year. If the Board receives more applications for voluntary separation than it approves, the Board shall approve the applications as follows:

- a. The Board will approve the application of the employee which was submitted earliest to the Office of the Superintendent.
- b. If multiple applications were submitted at the same time, the Board will approve the application of the employee whose salary is higher, as determined by the employee's placement on the salary schedule index (excluding all unit pay).
- c. If application submissions and salaries of the employees are the same, the Board will approve the application of the employee who has the most years of service with HTRS (including Dawson-Verdon, Southeast Consolidated, and Table Rock-Steinauer).
- d. If application submissions, salaries and years of service are the same, the selection will be by random drawing by the Board President in the presence of administration and business manager.

An employee's application to participate in the Program is in itself not a resignation of a contract with the School District. However, the Board's approval of an employee's application will be considered the approval of the employee's voluntary resignation and termination of the employee's continuing contract. If the Board does not approve an employee's application, the employee's contract will continue in effect, and the employee will remain an employee by the School District unless he or she otherwise resigns or his or her contract is terminated for just cause.

## **F. TERM OF PROGRAM**

This policy shall be reviewed annually and its availability terminated at any time at the Board's sole discretion. The Board will generally determine no later than its

regular November meeting the number of early retirement applications that will be accepted in the then current school year and any other eligibility limitations or requirements (such as building or department requirements). This Program shall be offered only to eligible employees as defined herein, who satisfy the Program requirements prior to the applicable deadline, and who submit an ERIP Application and Agreement prior to the applicable deadline.

**G. LIMITATIONS OF APPLICATIONS**

The Board reserves the right to limit the number of voluntary separation applications granted during any single school year if the number of requests results in separation payments that exceed budget constraints and/or if multiple requests from employees within a single department could, in the opinion of the school administration, result in the excessive loss of continuity of instruction and effectiveness of that department. If multiple employees from the same department submit requests in the same school year, the priority of applicants granted will be determined in accordance with paragraph E.

Approved on: February 12, 2018  
Revised on: November 12, 2018  
Reviewed on: June 14, 2021

**5008**  
**Pregnant or Parenting Students**

Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

**I. Accommodations Regarding Attendance and Participation**

**A. Generally**

Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

1. If the student cannot regularly attend classes, the provision of online courses;
2. The arrangement of meeting times with teachers;
3. If the student has not identified appropriate childcare, the identification of child care providers that meet statutory requirements for quality and care; and
4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators including, but not limited to, modification of attendance policies.

**B. Students with Disabilities**

For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

**II. Accommodations Regarding Lactation and Breastfeeding**

**A. Accommodations**

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable

opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.

2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

## **B. Educational Process**

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Adopted on: July 13, 2009  
Reviewed on: May 12, 2014  
Reviewed on: March 13, 2016  
Revised on: August 14, 2017  
Revised on: April 9, 2018  
Revised on: June 11, 2018  
Reviewed on: June 14, 2021

**5037**  
**Student Internet and Computer Access**

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

**I. Student Expectations in the Use of the Internet**

**A. Acceptable Use**

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects.
3. Students may use the Internet to gain access to information about current events.
4. Students may use the Internet to conduct research for school-related activities.
5. Students may use the Internet for appropriate educational purposes.

**B. Unacceptable Use**

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3/mp4 sharing systems.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.

6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not forge electronic mail messages or web pages.

## **II. Enforcement**

### **A. Methods of Enforcement**

1. The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic

files on the system are subject to search and inspection at any time.

2. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

**B. Consequences for Violation of this Policy**

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
  - a. Loss of computer privileges;
  - b. Short-term suspension;
  - c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
  - d. Other discipline as school administration and the school board deem appropriate.
2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

**III. Children's Online Privacy Protection Act (COPPA)**

- A. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
- B. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

Adopted on: July 13, 2009  
Reviewed on: June 9, 2014  
Reviewed on: March 14, 2016  
Revised on: June 11, 2018  
Reviewed on: June 14, 2021

## **6027 Field Trips**

The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

### **1. General Conditions**

All trips must be pre-approved by the teacher's building principal. Out-of-state and overnight trips require pre-approval by the board. The superintendent and principals will develop guidelines for approval of trips and communicate those guidelines to teaching staff.

### **2. Parental Permission**

Each student must submit a signed parental permission slip prior to being allowed to attend a field trip. A new permission slip must be submitted for each trip. Caregivers, as that term is defined in the Nebraska Strengthening Families Act, shall be permitted to sign parental permission slips.

### **3. Supervision**

Sponsoring teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. Whether paid staff or volunteers, chaperones are prohibited from drinking alcoholic beverages of any kind at any time during any field trip. All chaperones must be at least 21 years of age. Any chaperone who drives students must possess a valid driver's license. Chaperones who drive students in private vehicles must possess adequate insurance coverage. Chaperones do not have any property right in or to a chaperone assignment. The school district may deny or terminate a chaperone assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

### **4. Student Conduct**

Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

Adopted on: August 10, 2009  
Reviewed on: August 11, 2014  
Reviewed on: March 14, 2016  
Revised on: June 13, 2016  
Revised on: June 11, 2018  
Reviewed on: June 14, 2021

## **6031 Emergency Exclusion**

**Grounds for Emergency Exclusion.** Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers that prompted the exclusion.

**Extension of Exclusion.** Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

**Notification of Student's Parent(s) or Guardian(s).** The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing.

**Opportunity to Request a Hearing.** The student's parent(s) or guardian(s) may submit an oral request for a hearing on the proposed extension of the exclusion within two school days of receiving the initial notice. If the initial request for a hearing is oral, they shall confirm the request in writing.

**Failure to Request a Hearing.** If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

**Appointment and Qualifications of a Hearing Examiner.** If the parent(s) or guardian(s) request a hearing, the superintendent shall appoint a hearing examiner upon receiving a request for a hearing. The hearing examiner may be any person who did not bring charges against the student, is not to be a witness at the hearing, and has no involvement in the charge.

**Hearing Examiner's Notice to Parent(s) or Guardian(s).** The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within five school days after the school district receives the initial oral or written request; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

**Continued Exclusion.** If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

**Examination of Student's Records and Affidavits.** Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

**Attendance at Hearing.** The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

**Student's Witness(es).** The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

**Right to Know Issues and Nature of Testimony.** The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

**Presence of Student and Witnesses at the Hearing.** The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify.

**Sworn or Affirmed Testimony.** The principal or his or her designee shall present evidence supporting the recommended extension of the exclusion. Witnesses will give testimony under oath of affirmation, and may be questioned.

**Hearing Examiner's Report and Recommendations.** The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

**Superintendent's Decision.** The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

Adopted on: August 10, 2009  
Reviewed on: August 11, 2014  
Reviewed on: March 14, 2016  
Revised on: June 11, 2018  
Reviewed on: June 14, 2021

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SHARI RUSSELL, Paralegal

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## MEMORANDUM

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

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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.

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.**

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### **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.**

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**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.**

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**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.**

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### **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.**

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### **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.**

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## **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.**

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## **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### ***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....

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### **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.

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## 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](mailto:ksb@ksbschoollaw.com).



## **ANNUAL NOTICES OR POLICY REVIEWS REQUIRED OF NEBRASKA SCHOOL BOARDS**

Each year, school boards are required to provide students, parents, and/or the public with notices, many of which must be provided at the beginning of the school year. Similarly, school boards must review certain policies on an annual basis, even if they do not have to provide a separate notice of that review. This list reviews the notices and policy reviews your board should complete before or during the 2020–21 school year.

### **Required Annual Policy Reviews**

**Parental Involvement Policy (5018).** Although it is confusing, there are two “parental involvement” policies: one required by state law and one by federal law under Title I. State law requires the board to hold a public hearing on its parental involvement policy. After the hearing, the board must either alter and adopt the revised policy or reaffirm it as written. NEB. REV. STAT. § 79-533.

**Title I Parental Involvement Policy (5057).** In addition to the general parental involvement policy, the district must have a policy on the involvement of parents in its Title I program. The board must “conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of the schools served....” 20 U.S.C. § 6318(a)(2)(E) (Elementary and Secondary Education Act § 6318(B)). *Note that NDE has been looking for evidence of parental input in the “annual evaluation” of the policy and programs. We recommend that you provide evidence of input from at least one affected parent, even if that is a staff member of the district, such as recording their input in your board meeting minutes or receiving an e-mail from an affected parent suggesting changes or stating that the policy is good as written.*

**Student Fees Policy (5045).** The board must review the amount of money collected from students and review the waivers of student fees provided to students under its student fee policy. It must then hold a public hearing on a proposed student fee policy for the following school year. NEB. REV. STAT. § 79-2,134.

**Bullying (5054).** The board must review its bullying policy. No public hearing is required. NEB. REV. STAT § 79-2,137.

**Multicultural Education (6020).** The board must receive a report about the district's multicultural education curriculum. Rule 10 § 004.01F5.

**Teacher Evaluation (4031).** The district must communicate with staff members in writing about the evaluation process. Rule 10 § 007.06A1a. If the district revises its evaluation instrument or process, it must submit the revised policies and procedures to the Nebraska Department of Education for approval. Rule 10 § 007.06A2.

**Student Academic Performance.** The district must distribute an annual report to patrons about the district's academic performance. Rule 10 § 010.01A and B.

**Safety and Security Committee (3040).** The district's safety and security committee must meet at least annually to prepare and/or review safety and security plans and procedures. Rule 10 § 011.01C. The district's safety and security plan must be reviewed annually by at least one person who is not on the safety and security committee and is not an employee of the district. Rule 10 § 011.01C.

**Attendance and Excessive Absenteeism (5001).** The board must annually review its attendance policy at a board meeting. The statute requires that this review be "in collaboration with the county attorney." We interpret the statute to allow an administrator to communicate with the county attorney either before or after the board's annual review of the policy.

**SRO Program and Agreement.** Section 79-2703(1) requires NDE to develop and distribute a model memorandum of understanding (MOU). NDE's model MOU requires the school, in collaboration with the applicable law enforcement agency, to conduct an annual review of the program and: (a) make modifications as necessary to accomplish stated program goals; and (b) create a report of the review to be provided to both parties and, to the extent permitted by law, made available online. The parties must establish an evaluation process, to include community stakeholders, as part of the regular review of program goals and relevant data, including the specific measures, data points, and metrics included in the report. The first annual report is for the first full school year following the formation of the MOU.

**Financial Literacy Act Report.** 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.

### **Required Biennial Policy Reviews**

**Federal Inventory Review (3004.1).** The Education Department General Administrative Regulations (EDGAR) regulations require in section 80.32 that “a physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.” If you’ve accepted federal funds to purchase physical items like iPads or kitchen equipment, you’ll need to comply with the biennial inventory requirements. You also will need to tag all non-consumable purchases, like network equipment, and small property such as Chromebooks and tablets that can easily be stolen. Those in charge of grants must ensure that procedures are in place and followed to tag equipment in a visible location and record funding details.

### **Required Triennial Policy Reviews**

**Wellness (5052).** Under the Healthy and Hunger Free Kids Act of 2010 the district is required to assess and review its wellness policy to determine compliance, compare with NDE model wellness policies, and how much progress has been made toward the goals of the policy. Updates or modifications should be made after review as the board deems appropriate.

### **Required Notices**

**Federal Educational Rights and Privacy Act (5016).** The Federal Educational Rights and Privacy Act (FERPA), requires school districts to provide parents/guardians and adult students annual notice of their rights to inspect and review education records, amend education records, consent to disclose personally identifiable information in education records, and file a complaint with the U.S. Department of Education. 34 C.F.R. § 99.7. This information is contained in the FERPA policies we have provided you and should be reproduced in your student handbook.

**Protection of Pupil Rights Amendment (5015).** The Protection of Pupil Rights Amendment (PPRA) requires school districts to adopt a number of policies regarding surveys, instructional materials, physical examinations, personal information used for marketing, etc. Parents must be notified of these policies at least annually at the beginning of the school year and within a reasonable time period after any substantial change is made to the policies. 20 U.S.C. § 1232(h) (c)(2)(A). This information is contained in the PPRA

policy we have provided you and should be reproduced in your student handbook.

**Child Nutrition Programs (3012).** School districts that participate in the National School Lunch Program, the School Breakfast Program, or the Special Milk Program, must provide both parents and the public information near the beginning of the school year, about free and reduced price meals and/or free milk. 7 C.F.R. § 245.5. Districts must provide parents with an application form. Districts must also notify students and their families of the district's policy for meal purchases by students with negative account balances.

**McKinney Vento Act (5014).** The McKinney Vento Act requires homeless student liaisons to provide public notice of the education rights of homeless students in places where homeless students receive services under the Act. 42 U.S.C. § 11432(g)(6). This information is included in the policy we have provided you.

The McKinney Vento Act also requires homeless student liaisons to provide public notice of the education rights of homeless students disseminated in places where homeless students receive services under the Act including schools, family shelters, and soup kitchens. The notice must be in a "manner and form" understandable to homeless students and their parents/guardians, "including, if necessary and to the extent feasible," in their native language. 42 U.S.C. § 11432(g)(6). The National Center for Homeless Students (funded by the U.S. Department of Education) has created posters (in black and white or color, in English or in Spanish, for parents or for students) that can be ordered here: <http://center.serve.org/nche/products.php#electronic>

**Title VI, Section 504, Age Discrimination Act, and Title II of the American with Disabilities Act (4001).** A number of federal statutes protect the rights of beneficiaries in programs or activities that receive financial assistance from being discriminated against, and most of these statutes require districts to provide public notice of compliance with these laws. The Notice of Non-Discrimination that we have provided with this policy update should appear in your staff and student handbooks.

**Drug-Free Workplace (4002).** Your staff handbook should contain a notice to all employees that the school is a drug-free workplace. This is required of all recipients of federal funds pursuant to 41 U.S.C. § 702. Be sure to have your employees sign a receipt confirming that they have reviewed and understand that policy.

**Notice of Policy on Opting Out of Assessments (5018).** The Every Student Succeeds Act requires school districts receiving Title I funds shall

notify parents that they may request, information regarding any state or local policy addressing student participation in assessments mandated by state and federal law. Schools must provide this information in a timely manner. We have included in the policy service a sample opt-out notice. If a parent requests this information, you should provide them with a copy of Policy 5018 (as amended in the 2017 Annual Updates).

**Information on State and Federal Assessments.** ESSA also requires all school districts to take steps to ensure that state and federal assessments are administered with transparency. School districts are required to “make widely available through public means” information on required state assessments and, if available and feasible to report, information on assessments required districtwide. This information must include:

- Subject matter assessed
- Purpose for which the assessment is designed and used
- Source of the requirement for the assessment

If the following information is available, the public notice of assessments must also include:

- Amount of time students will spend taking the assessment
- Schedule for the assessment
- Time and format for disseminating results

This information must be posted “in a clear and easily accessible manner” on the district’s website.

**Asbestos Management Plan.** Federal law requires districts to have an asbestos management plan for all of its buildings—owned or leased—and to update it periodically, among other requirements for inspections and training if staff work in buildings which contain or may contain asbestos. At least once each school year, schools must notify parents, staff, and local associations of the plan and where it can be found.

**Notice of Designation for Support.** Schools which are designated by NDE as needing “comprehensive support and improvement” or “targeted support and improvement” must “promptly notify the parents” of every student of the school’s identification for support, the reasons for identification, and how parents can become involved in the improvement process.

### **Annual Training Requirements**

**Dating Violence.** The Lyndsay Ann Burke Act, adopted by Nebraska in 2010, requires “[e]ach school district shall provide dating violence training to staff deemed appropriate by a school district’s administration. The dating violence

training shall include, but not be limited to, basic awareness of dating violence, warning signs of dating violence, and the school district's dating violence policy." Neb. Rev. Stat. § 79-2,141. Notice that this does not have to be an annual training, but you should be able to point to something since 2010 that you have done which counts as "dating violence training."

**Concussion Awareness.** The school is obligated to make available training approved by the chief medical officer on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury to all coaches of school athletic teams. Again, this doesn't have to be re-done every year, but you should make sure all of your current coaches have had that. You also have to provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition on an annual basis.

**Suicide Prevention.** The Nebraska Department of Education is required by NEB. REV. STAT. § 79-2,146 to provide annual suicide prevention training to schools. The statute requires that "all public school nurses, teachers, counselors, school psychologists, administrators, school social workers, and any other appropriate personnel shall receive at least one hour of suicide awareness and prevention training each year." It is up to the board to determine who constitutes "other appropriate personnel." The NDE training is web-based and takes 1-2 hours to complete, depending on the individualized responses of the trainee.

**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; and
- *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.

### **Suggested Annual Reviews and/or Trainings**

Although we try hard not to make service on the board of education more onerous than it already is, we think boards would also be well served to review the following policies once per year, whether it be prior to the beginning of the school year, or at the beginning of the calendar year.

**Reimbursement and Miscellaneous Expenditures (2007).** State statute allows the board of education to provide one recognition dinner each year for the board, employees or volunteers. You may also spend funds on “plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers.” including persons serving on local government boards or commissions. These expenditures have to be formally authorized by the board “after a public hearing.” You may not amend the policy more than once in any 12-month period after its initial adoption. This is an area that the Nebraska State Auditor has focused on, so we think school boards would be wise to review this policy annually and to have that review recorded in its meeting minutes.

**Meetings (2008).** Finally, we strongly suggest that your board “repass” this policy or whichever policy you use to designate the method of providing notice of meetings. The Open Meetings Act requires you to use the method designated in your board’s minutes. If you do not have those minutes readily available, repassing the policy and including the methods in your minutes during your next meeting will allow you to comply with that technical requirement.

**Data Breach (3047).** We recommend that the superintendent, or his/her designee, annually update the data directory. This includes a list of all computing devices purchased by the district, all software installed on district devices, a list of staff members with access to district devices, and a list of staff members with active usernames and passwords for any district software.

**Conflict of Interest Training for All Staff Working with Federal Programs.** The EDGAR regulations require that each school district has a code of conduct to prevent employees who work in programs funded by federal dollars from engaging in behavior which creates a conflict of interest. Although there is no requirement that you train your staff on this policy, we do not think it is fair to create standards for employees like cooks, special education drivers and Title I paraeducators without providing them with training. We recommend that you train on this issue annually.

**Title IX.** As of August 14, 2020, the members of your Title IX Team (i.e., Title IX Coordinator, Investigator, Decision-Maker, Appellate Decision-Maker, and Informal Resolution Facilitator) must all receive specific Title IX training. If that hasn’t been completed—of if you have a new member to your Title IX Team who has not received that training—that training must occur as soon as possible. As you have most likely heard us say before, we *strongly* recommend that all district employees and board members also receive basic Title IX training, with an emphasis on the legal definitions of sexual harassment and how to report it to the appropriate people. The federal

regulations do not explicitly require this basic training to occur on an annual basis. However, we are aware that some OCR personnel have taken the position in the past that training must occur at least every three years, while other OCR personnel scrutinize training that does not occur on an annual basis. At a minimum, for new district employees and new board members to the district, we recommend that they complete the basic employee training. For other employees who were trained last year, receiving the basic training near the beginning of the school year is prudent but not required.

**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 ~~immediate family~~parent, spouse, or child has a business association with the business involved in the contract or will receive a ~~direct pecuniary~~payment, fee, or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
  - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
  - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
  - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

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

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

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

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

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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

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of time.

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

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

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

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

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

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

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

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

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

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

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

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

**Certification.** The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 13<sup>15</sup>th of the year for which the tax request is to apply.

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

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

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tax request by more than the allowable growth percentage.

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

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

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

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

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

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

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

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

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## 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 ~~\$100~~109,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than ~~\$100~~109,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than ~~\$100~~109,000 they must follow the formal procedures outlined in this policy.

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

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project

exceeds ~~\$100~~109,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds ~~\$100~~118,000.

C. Advertising for Bids

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

D. Bid Documents

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

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

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

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

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

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

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

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 \$~~100~~109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

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

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

### **III. Construction Projects with an Anticipated Cost of Under \$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 ~~\$100~~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 ~~\$100~~109,000 or more are subject to state

public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between ~~\$100~~109,000 and \$250,000.

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

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

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

the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

**B. Advertising for Bids.**

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

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

**C. Bid Documents**

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

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

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

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

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

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

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the

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

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

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

**V. Other Contract Matters.**

**A.** Required Terms

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

**B.** Contracting with Certain Vendors

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

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

**C.** Full and Open Competition

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

**D.** Debarment and Suspension

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

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

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

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

#### **E. Settlements of Issues Arising Out of Contract**

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

#### **F. Record Keeping**

##### **1. Record Retention**

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

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

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

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

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

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

### **D. Enforcement**

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

## **VII. Financial Management**

### **A. Identification.**

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

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

#### **B. Financial Reporting**

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

#### **C. Accounting Records**

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

#### **D. Internal Controls**

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

#### **E. Budget Control**

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

#### **F. Payment Methods**

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

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

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

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

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

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

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

### **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: \_\_\_\_\_

**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**

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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**

In its accounts, 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.

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### **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).

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### **C. Accounting Records**

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

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### **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.

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### **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.

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## **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.

## **V-VI. Other Contract Matters.**

### **A. Required Terms**

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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: \_\_\_\_\_

## 3058

### Naming School Facilities and Property

The purpose of this policy is to establish the criteria and procedures for naming and renaming school district facilities or property.

**Authority.** The board shall have the authority to name all school district facilities or property. The board reserves the right to refuse to name any facility or piece of property and to make name changes at any time.

**Definition.** "Facilities or property" means any physical structure owned by the school, including any new, existing, or leased building; a wing of a building; any room; or other significant features or portion thereof such as a fountain, monument, plaza, garden, landscaped area, street, running course, running track, playing field, practice field, playing court, practice court, bench, memorial, or stage.

**Committee or Administrative Review.** Prior to formal naming action by the board, the matter may be referred to the superintendent or a school committee for consideration, review, and recommendation to the board.

**Naming Criteria.** The district may name facilities or property after the community, subdivision, or street on which the school is located; the geographic location of the school; or any significant landmark. The district may name facilities or property for an individual, family, or entity meeting at least one of the following criteria:

1. A faculty member, staff member, board member, alumni, volunteer, or other community member who has made an outstanding contribution to education, humanity, or community; or have displayed outstanding leadership; or be a person of historical significance; and who has been deceased for at least five years;
2. Financial donors who make a significant financial contribution to the school generally or to a specific school activity or program; and
3. Financial donors who make a significant financial contribution toward the construction of a new facility/property or facility/property renovation.

The district will not grant a naming right without the informed consent of the named party or his/her/its authorized representative.

**Due Diligence Review.** The board or its designee shall conduct a due diligence review of any proposed facility or property name to consider whether it is and will continue to be a positive and appropriate reflection on the school,

whether the name conforms with the purpose and mission of the school, and whether there are any conflict of interest issues. The board or its designee shall also consult with district legal counsel to ensure that any proposed name complies with applicable policies, laws, and regulations and to determine if any proposed name would have an adverse impact on existing or future tax-exempt bond issues.

**Renaming Facilities.** Once established, the name of school district facilities or property generally shall not be changed absent compelling reason to do so as determined by the board. Compelling reasons include, but are not limited to, the person or entity or any of its officers, agents, or employees committing any act or doing anything which might tend to bring the person or entity or any of its officers, agents, or employees into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on the district or if the continued use of the name is contrary to the educational mission of the district. The named party may, without refund of any consideration paid or provided, terminate his/her/its acceptance of the naming rights prior to the scheduled termination date upon request to and approval of the board. If the request is granted, the named party shall be solely responsible for all costs of removal of the names.

**Current Facilities or Property.** Facility and property names that exist at the time this policy is adopted shall remain in effect, subject to future renaming consistent with this policy.

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

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 ~~by students for personal academic~~ for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

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

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

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

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

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

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

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

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

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

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.** ~~Beginning in 2019-20,~~ The school district will administer a reading assessment approved by the Nebraska Department of Education three times during the school year to all students in kindergarten through third grade. Exceptions to this requirement include:

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

The first assessment for kindergarten students must occur within the first ~~30~~ 45 calendar days of the school year 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 in in session of each school year.

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

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

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

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

- ~~Be p~~Provided to any student identified as having a reading deficiency;
- ~~Be i~~Implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
- ~~Make~~ 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 ~~may be~~ offered online.

The supplemental reading intervention program may also include:

- Reading intervention ~~techniques that are based on scientific research and best~~ practices that are evidence-based;
- Diagnostic assessments to identify specific skill-based strengths and weaknesses a student may have;
- ~~Frequent~~ frequently monitoring of student progress throughout the school year ~~and adjust~~ 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;

- 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: \_\_\_\_\_

## **2005 Conflict of Interest**

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

1. Definitions. For purposes of this policy:

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

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

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

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

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

2. Contracts with the School District.

a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who

enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

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

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

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

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

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

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

- a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
  - (1) a public official, public employee, or candidate.
  - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.

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

- b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.
- c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.
- d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

#### 6. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.

(1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the

board on specific occasions such as public meetings or legislative hearings.

- (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

## 7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:
  - (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
  - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
  - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

## 8. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:

- (1) The names of the contracting parties.
- (2) The nature of the interest of the board member in question.
- (3) The date that the contract was approved.
- (4) The amount of the contract.
- (5) The basic terms of the contract.

b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

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

Adopted on: July 13, 2009

Reviewed on: March 11, 2013

Reviewed on: March 13, 2016

Revised on: June 13, 2016

Revised on: August 14, 2017

Revised on: June 14, 2021

## **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: [www.htrstitans.com](http://www.htrstitans.com).

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

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

time to do so. Five minutes shall generally be considered a reasonable amount of time.

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

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

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

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

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

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

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

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

request if applied to the current year's valuation; the proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

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

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

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

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

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

**Property Tax Request Hearing.** The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political

subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. The hearing agenda will only include discussion on each political subdivision's intent to increase its property tax request by more than the allowable growth percentage.

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

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

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

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

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

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

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

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

Revised on: November 16, 2020

Revised on: June 14, 2021

## **3003**

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

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

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

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

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

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

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

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

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

C. Advertising for Bids

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

D. Bid Documents

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

are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.

- E. Any or all bids may be rejected if there is a sound documented reason
- F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2017

Reviewed on: August 14, 2017

Reviewed on: August 10, 2020

Revised on: June 14, 2021

**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.

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

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

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

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

the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

**B. Advertising for Bids.**

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

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

**C. Bid Documents**

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

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

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

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

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

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

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the

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

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

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

**V. Other Contract Matters.**

**A.** Required Terms

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

**B.** Contracting with Certain Vendors

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

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

**C.** Full and Open Competition

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

**D.** Debarment and Suspension

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

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

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

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

#### **E. Settlements of Issues Arising Out of Contract**

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

#### **F. Record Keeping**

##### **1. Record Retention**

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

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

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

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

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

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

### **D. Enforcement**

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

## **VII. Financial Management**

### **A. Identification.**

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

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

**B. Financial Reporting**

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

**C. Accounting Records**

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

**D. Internal Controls**

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

**E. Budget Control**

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

**F. Payment Methods**

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

quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

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

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

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

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

### **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: August 14, 2017  
Revised on: August 13, 2018  
Revised on: September 16, 2019  
Revised on: June 14, 2021

## **3004.1**

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

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

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

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

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

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

The District maintains the following purchasing procedures.

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

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

## **B. Methods of Purchasing**

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

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

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

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

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

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

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

#### **a) Sealed Bids (Formal Advertising)**

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

#### **b) Contract/Price Analysis**

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

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

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

#### **C. Use of Purchase (Debit & Credit) Cards**

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

#### **D. Federal Procurement System Standards**

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

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

#### **E. Debarment and Suspension**

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

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

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

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

#### **F. Settlements of Issues Arising Out of Procurements**

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

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

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

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

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

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

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

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

### **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.

## **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: August 14, 2017

Revised on: August 13, 2018

Revised on: September 16, 2019

Revised on: November 16, 2020

Revised on: June 14, 2021

**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 Humboldt-Table Rock-Steinauer 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**).

The percentages listed above will be designated at time the school board designates the CM@R method for the specific project.

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 protestor and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protestor may appeal to the Board, but the decision shall be final unless the interested party protestor files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protestor, 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: August 14, 2017  
Reviewed on: August 10, 2020  
Revised on: June 14, 2021

## **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. School district means Humboldt-Table Rock-Steinauer Public Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Procedures for evaluating Proposals.**

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

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

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

The percentages listed above will be designated at time the school board designates the CM@R method for the specific project.

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: August 14, 2017  
Reviewed on: August 10, 2020  
Revised on: June 14, 2021

## **3058**

### **Naming School Facilities and Property**

The purpose of this policy is to establish the criteria and procedures for naming and renaming school district facilities or property.

**Authority.** The board shall have the authority to name all school district facilities or property. The board reserves the right to refuse to name any facility or piece of property and to make name changes at any time.

**Definition.** "Facilities or property" means any physical structure owned by the school, including any new, existing, or leased building; a wing of a building; any room; or other significant features or portion thereof such as a fountain, monument, plaza, garden, landscaped area, street, running course, running track, playing field, practice field, playing court, practice court, bench, memorial, or stage.

**Committee or Administrative Review.** Prior to formal naming action by the board, the matter may be referred to the superintendent or a school committee for consideration, review, and recommendation to the board.

**Naming Criteria.** The district may name facilities or property after the community, subdivision, or street on which the school is located; the geographic location of the school; or any significant landmark. The district may name facilities or property for an individual, family, or entity meeting at least one of the following criteria:

1. A faculty member, staff member, board member, alumni, volunteer, or other community member who has made an outstanding contribution to education, humanity, or community; or have displayed outstanding leadership; or be a person of historical significance; and who has been deceased for at least five years;
2. Financial donors who make a significant financial contribution to the school generally or to a specific school activity or program; and
3. Financial donors who make a significant financial contribution toward the construction of a new facility/property or facility/property renovation.

The district will not grant a naming right without the informed consent of the named party or his/her/its authorized representative.

**Due Diligence Review.** The board or its designee shall conduct a due diligence review of any proposed facility or property name to consider whether it is and will continue to be a positive and appropriate reflection on the school,

whether the name conforms with the purpose and mission of the school, and whether there are any conflict of interest issues. The board or its designee shall also consult with district legal counsel to ensure that any proposed name complies with applicable policies, laws, and regulations and to determine if any proposed name would have an adverse impact on existing or future tax-exempt bond issues.

**Renaming Facilities.** Once established, the name of school district facilities or property generally shall not be changed absent compelling reason to do so as determined by the board. Compelling reasons include, but are not limited to, the person or entity or any of its officers, agents, or employees committing any act or doing anything which might tend to bring the person or entity or any of its officers, agents, or employees into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on the district or if the continued use of the name is contrary to the educational mission of the district. The named party may, without refund of any consideration paid or provided, terminate his/her/its acceptance of the naming rights prior to the scheduled termination date upon request to and approval of the board. If the request is granted, the named party shall be solely responsible for all costs of removal of the names.

**Current Facilities or Property.** Facility and property names that exist at the time this policy is adopted shall remain in effect, subject to future renaming consistent with this policy.

Adopted on: June 14, 2021

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.

**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: July 11, 2016  
Revised on: August 14, 2017  
Revised on: September 16, 2019  
Revised on: June 14, 2021

## 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:

- 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.

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

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

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

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

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

The supplemental reading intervention program may also include:

- Reading intervention 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;

- 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.

Reviewed on: June 11, 2018

Adopted on: July 9, 2018

Reviewed on: August 10, 2020

Revised on: June 14, 2021

## REVENUE - EXPENSE FLOW

	Receipt Totals	Monthly Expenses		Expense Totals	Revenue/Expense Difference
		Payroll	Bills		
Sept 2017	1,424,804	409,179	53,997	463,176	961,628
Sept 2018	1,442,848	473,063	79,111	552,174	890,674
Sept 2019	1,115,221	516,612	80,118	596,730	518,491
Sept 2020	1,210,275	549,853	60,592	610,445	599,830
Oct 2017	407,483	435,448	110,256	545,704	(138,221)
Oct 2018	346,612	447,334	105,288	552,622	(206,010)
Oct 2019	405,206	488,755	104,214	592,969	(187,763)
Oct 2020	244,373	509,740	123,251	632,991	(388,618)
Nov 2017	278,473	439,852	123,219	563,071	(284,598)
Nov 2018	131,323	455,705	113,777	569,482	(438,159)
Nov 2019	305,985	493,703	104,011	597,714	(291,729)
Nov 2020	152,377	496,893	130,336	627,229	(474,852)
Dec 2017	172,847	435,042	102,038	537,080	(364,233)
Dec 2018	6,386	455,781	87,087	542,868	(536,482)
Dec 2019	130,374	481,341	98,297	579,638	(449,264)
Dec 2020	662,057	480,370	119,251	599,621	62,436
Jan 2018	1,087,850	425,567	85,880	511,447	576,403
Jan 2019	1,279,219	428,548	109,591	538,139	741,080
Jan 2020	1,249,896	474,105	98,479	572,584	677,312
Jan 2021	1,320,228	466,675	109,883	576,558	743,670
Feb 2018	592,352	440,202	83,687	523,889	68,463
Feb 2019	668,379	448,171	53,521	501,692	166,687
Feb 2020	730,728	499,023	50,730	549,753	180,975
Feb 2021	889,674	482,045	48,475	530,520	359,154
March 2018	472,629	421,331	100,740	522,071	(49,442)
March 2019	247,183	433,171	76,969	510,140	(262,957)
March 2020	271,836	481,298	104,946	586,244	(314,408)
March 2021	159,426	474,359	121,731	596,090	(436,664)
April 2018	304,933	421,942	78,335	500,277	(195,344)
April 2019	326,547	439,486	90,130	529,616	(203,069)
April 2020	546,625	459,831	104,710	564,541	(17,916)
April 2021	743,058	483,180	117,574	600,754	142,304

May 2018	1,760,217	433,572	179,107	612,679	1,147,538
May 2019	1,691,152	454,958	197,354	652,312	1,038,840
May 2020	1,517,693	438,097	112,131	550,228	967,465
May 2021	1,421,046	484,490	126,624	611,114	809,932
June 2018	538,993	427,976	84,949	512,925	26,068
June 2019	446,997	431,884	94,492	526,376	(79,379)
June 2020	347,826	440,345	94,994	535,339	(187,513)
June 2021		447,967	236,343	684,310	(684,310)
July 2018	207,485	406,601	178,333	584,934	(377,449)
July 2019	116,150	392,017	215,742	607,759	(491,609)
July 2020	101,261	443,661	158,737	602,398	(501,137)
July 2021				-	-
Aug 2018	385,635	398,290	650,865	1,049,155	(663,520)
Aug 2019	3,015	404,001	1,094,535	1,498,536	(1,495,521)
Aug 2020	32,090	457,264	702,315	1,159,579	(1,127,489)
Aug 2021				-	-

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Regular; Processing Month 06/2021; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
Grand Total:		7,574,000.00	236,342.90	76.64	1,769,259.10

budget \$ 7,574,000  
 left 1,769,259  


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 spent 5,804,741

Sept - June = 10/12  
 = 83%

7,574,000  
 x .83  


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 6,286,420      could have spent  
 5,804,741      actually spent  


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 481,679      under budget