

## **ARTICLE 3: BUSINESS AND NON-INSTRUCTIONAL OPERATIONS**

### **CONCEPT AND ROLE IN BUSINESS AND NON-INSTRUCTIONAL OPERATIONS**

#### **Business Management Philosophy**

**3000**

It is the board of education's intent that all business functions, including planning, budgeting, purchasing, accounting, investing, auditing, and managing physical assets will be conducted in a manner that conforms with the highest ethical and legal standards associated with sound business practice.

The board of education will endeavor to use the school district's fiscal and physical assets wisely to maintain a sensitive balance between operating a quality school system and the community's ability to supply resources for such a system.

All attempts will be made to ensure an educational environment that is safe, healthy, and functionally supportive of instructional programs.

The superintendent of schools is responsible for implementation of the foregoing philosophy.

Legal Reference:                   Neb. Rev. Stat. § 79-1084

## **3005.1**

### **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.

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

a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- 2) Proposals must be solicited from an adequate number of qualified sources; and
- 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

### **C. Use of Purchase (Debit & Credit) Cards**

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

### **D. Federal Procurement System Standard**

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.

## **I. Equipment and Capital Expenditures**

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

## **J. Depreciation**

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

## **V. Financial Management**

### **A. Identification**

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules

and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

#### **E. Budget Control**

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

#### **F. Payment Methods**

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

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

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

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

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

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

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

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

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

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

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

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

- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

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

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

## **VI. Written Compensation Policies**

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

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

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

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

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

### **C. Fringe Benefits**

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

#### **D. Leave**

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

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

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

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

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

### **VII. Other Contract Matters.**

#### **A. Required Terms**

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

#### **B. Contracting with Certain Vendors**

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

enterprises, 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: September 10, 2021

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

Reviewed on: January 12, 2023



## **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, and/or FAA Regulations.

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

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

Adopted on: June 14, 2018

Revised on: January 12, 2023

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

**3050**  
**Technology in the Classroom**

I. In General

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

II. Devices

A. Non-district issued electronic devices may be used in the classroom, under supervision of a staff member. Teachers who wish to bring a device into the classroom on a regular or permanent basis, should inform the principal before deploying the device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be used in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.
2. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that uses "listen-in" functionality must have that function disabled while the student using the device is in a district classroom. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.
3. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use. The district may at any time direct that a teacher discontinue use of a given device.

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

### III. Applications

- A. School as Agent. The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.
- B. District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.
- C. Staff-Selected Applications.
  - 1. Staff are permitted to select applications for use in the classroom.
  - 2. Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

Adopted on: June 14, 2018

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

Reviewed on: January 12, 2023

## **BUDGET/BUDGET SYSTEM**

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

**3105**

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

### **Budget Procedures**

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

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

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

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

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

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

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

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

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

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

**Property Tax Request Procedures – Property Tax Request is Equal To or Lower Than the Allowable Growth Percentage**

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

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

**Increase in Total Property Taxes Levied.** If the annual assessment of property would result in an increase in the total property taxes levied as determined using the previous

year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization.

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

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

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

### **Property Tax Request Procedures – Property Tax Request is Greater Than the Allowable Growth Percentage**

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

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

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

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

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

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

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

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

Adopted on: September 10, 2021

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

Reviewed on: January 12, 2023

## **Special Funds**

**3110**

The board of education authorizes the establishment of any of the following special funds:

- (a) Building or Site Fund. This fund may be used to acquire sites for school buildings; purchasing existing buildings for use as school buildings, including sites upon which future school buildings may be located; for the erection, alteration, equipping, or furnishing of school buildings; for the additions to school buildings for elementary and secondary grades; for any capital outlay expenditure as defined and set forth by Nebraska statute; and for no other purpose. The tax levy limit for this fund shall be restricted as set forth by Neb. Rev. Stat. §§ 79-1098 and 79-10,120.
- (b) Hazardous Material Abatement/Handicapped Accessibility Fund. This fund may be used for the removal of environmental hazards and the reduction or elimination of accessibility barriers in the school district. The tax levy limit for this fund shall be restricted as set forth by Neb. Rev. Stat. § 79-10,110.
- (c) Employee Benefit Fund. This fund shall be used to establish reserve General Fund money for the benefit of school district employees for unemployment compensation, early retirement, health insurance deductibles, etc. This fund shall be considered a component of the General Fund.
- (d) Depreciation Fund. This fund shall be used to facilitate the eventual purchase of any costly capital outlay by reserving money from the General Fund. Money in this fund shall be restricted as part of the Allowable Reserve by the Tax Equity and Educational Opportunities Support Act or by similar legislation. This fund shall be considered a component of the General Fund.
- (e) Contingency Fund. This fund shall be used to assist the school district in funding any uninsured losses and legal fees. Expenditures from this fund shall not exceed five percent of the total budgeted General Fund expenditures of the school district. Money in this fund shall be restricted as part of the Allowable Reserve by the Tax Equity and Educational Opportunities Support Act or by similar legislation.
- (f) Activities Fund. This fund shall be used to finance operations of quasi-independent student organizations, inter-school athletics, and other self-supporting or partially self-supporting school activities not a part of any other fund. This fund shall not be used to record general operation revenues or expenditures, nor shall it be used as a leading account for the General Fund. The superintendent of schools is authorized to divide this fund into more than one account to allocate portions of this fund for different purposes. Since school activities are the responsibility of the school district, any deficits incurred shall be



paid from the General Fund. However, any payments from the General Fund to this fund must have prior approval of the board of education.

- (g) Student Fee Fund. This fund shall be a separate school district fund not funded by tax revenue. Only money collected from students subject to this fund shall be deposited into this fund, and the money expended from this fund shall only be money that has been collected for this purpose. Funds subject to this fund consist of money collected from students for (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.
- (h) School Lunch Fund. This fund shall be used to accommodate the financial activities of the school district's food service program. Any deficits incurred in this fund shall be paid from the General Fund. However, any payments from the General Fund to this fund must have prior approval of the board of education.
- (i) Bond Fund. This fund shall be used to record tax receipts and payment of bond principal and interest. If the fund balance is not sufficient to meet interest or bond retirement payments, such payments shall be made from the General Fund. However, any payments from the General Fund to this fund must have prior approval of the board of education. Revenue from a levy to retire school district bonds shall be retained by the county treasurer, the financial institution serving as fiscal agent, or the school district.
- (j) Housing Fund. This fund shall be used to accommodate the financial activities of the school district's housing. Any deficits incurred in this fund shall be paid from the General Fund. However, any payments from the General Fund to this fund must have prior approval of the board of education. This fund shall be considered a component of the General Fund.

Annually, prior to placing money in any of these funds or prior to the expenditure of money from these funds, except for the Activities Fund, the superintendent shall develop a budget of expenditures and receipts.

Legal Reference:               Neb. Rev. Stat. § 79-1098  
                                      Neb. Rev. Stat. § 79-10,110  
                                      Neb. Rev. Stat. § 79-10,120

## **Signing Warrants**

**3115**

All orders or warrants written on the school district's General Fund, Activity Fund, Depreciation Fund, Employee Benefit Fund, Bond Fund, Building or Site Fund, Housing Fund, and the Hazardous Material Abatement/Handicapped Accessibility Fund shall bear the signatures of any three of the four officers of the board of education. Individual warrants written on all activity fund accounts shall be included in the monthly board of education agenda report for review.

Refer to Policy 8205, President, and Policy 8215, Board Secretary.

Legal Reference:           Neb. Rev. Stat. §§ 77-2201 to 77-2203  
                                  Neb. Rev. Stat. § 79-569  
                                  Neb. Rev. Stat. § 79-575

Policy Adopted: August 14, 2014  
Policy Revised: December 13, 2019  
Policy Reviewed: January 12, 2023

## **Contracting for Services**

**3140**

Contractual services which by their nature are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill or where the ability or fitness of the individual plays an important part, are not subject to bid, but are subject to approval by the board of education in conformity with established policy.

Every contract for services to be provided to the school district shall require that the contractor use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Such requirement shall be deemed to be included and part of the terms of every contract for services with the school district, including, but not limited to, oral contracts.

Legal Reference:                   Neb. Rev. Stat. § 4-114

## **INCOME**

### **Sale and Disposal of School Property**

**3205**

The Superintendent is authorized and directed to dispose of books, furniture, equipment, real estate, and other property that is obsolete or no longer needed for school operations. Any sale of school property is contingent on approval by the vote of at least two-thirds of the members of the Board of Education at a regular meeting.

Such disposal may be by private sale, auction, trade-in, or by taking bids and selling to the highest or most responsible bidder.

The following procedures shall be followed for an auction or when taking bids:

1. The intention to sell shall be publicized, via school newsletter, a weekly memo, a bulletin posting, a newspaper advertisement, or other means suitable to the value and nature of the property.
2. Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
3. Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Superintendent and reported to the Board of Education.

Property that has little or no value shall be discarded or recycled as appropriate.

The board of education will annually or as necessary adopt a rate schedule for the rental of school facilities. Vehicles, maintenance, and instructional equipment will not be rented nor loaned to non-school related individuals or groups without authorization by the superintendent of schools.

Legal Reference:               Neb. Rev. Stat. § 79-606  
                                      Neb. Rev. Stat. § 79-10,106  
                                      Neb. Rev. Stat. § 79-10,114

Policy Adopted: August 14, 2014  
Policy Revised: February 8, 2017  
Policy Reviewed: January 12, 2023

Prior to the beginning of each fiscal year, the board of education will designate an official depository for all school funds, said depository being a bank, capital stock financial institution, or qualifying mutual financial institution whose deposits are insured by the FDIC or FSLIC and can pledge securities supported by the United States Government for deposits in excess of FDIC or FSLIC coverage.

All school district receipts shall be deposited as soon as possible in interest-bearing accounts and any idle funds may be invested in securities insured by the United States Government.

The board of education may borrow money to the amount of seventy percent of the unexpended balance of the total anticipated receipts of the general fund, special building fund, bond fund, or qualified capital purpose undertaking fund for the current school fiscal year and the following school fiscal year. The board of education may execute and deliver in evidence thereof its promissory notes which it is authorized and empowered by law to make and negotiate, bearing a rate of interest set by the board of education and maturing not more than two school fiscal years from the date of execution.

The board of education may also accept interest-free or low-interest loans from the state and/or federal government, and may execute and deliver in evidence thereof its promissory notes maturing not more than twenty years from the date of execution.

When necessary, the superintendent of schools is authorized to contract with fiscal agents to manage a tax anticipation note program. Such action shall require the formal approval of the board of education.

Legal Reference:               Neb. Rev. Stat. § 77-2350  
                                      Neb. Rev. Stat. § 77-2352  
                                      Neb. Rev. Stat. § 79-1070

The board of education will review grants or funds sponsored or recommended by state or federal agencies or other agencies. If the acceptance of these funds is deemed to be in the best interest of the education of the students or patrons of the school district, then school officials will be instructed to apply for the funds and oversee that such funds are spent for their intended use. The criteria for accepting such funds shall be (a) the part that the funds play in the support and maintenance of the school system, and (b) how the funds enhance the education programs for the students or patrons of the school district.

The funds derived from such grants or programs shall become a part of the school district's financial accounting program, administered by the superintendent of schools or his or her designee, and processed through either the school district's General Fund or Activities Fund.

## **Gate Receipts and Admissions**

**3220**

The school district administration shall appropriately account for all receipts from admissions to school events. The superintendent of schools is responsible for the administration and supervision of all school events for which any admission is charged. Adequate records shall be maintained and shall provide chronological and accounting data for later review and analysis.

Receipts from admissions to school events shall be deposited in the school district's Activities Fund and credited to the appropriate account therein.

## **School Owned Housing and Leasing**

**3270**

McPherson County Schools owns housing which is available to school district employees. Such housing includes: three 3-bedroom houses and two apartments (one 1-bedroom apartment and one 2-bedroom apartment).

When housing is available, it will be leased upon the following priorities. School district employees with family will have priority preference. If all other considerations are equal, number of years of uninterrupted service to the school district will be the determining factor:

- (a) Full-time teachers employed by the school district.
- (b) Classified employees of the school district.
- (c) School district patrons on a first come, first served basis.

A rental damage deposit in an amount equal to one month's rent shall be made at the time of occupancy. Housing may be rented by school district patrons on a September through May lease if available, and month-to-month through the summer.

Monthly rental fees are to be paid by the first day of each month for school district patrons or the fifteenth day of each month for school district employees:

3-bedroom home for school district employees:	<u>\$ 500.00</u>
2-bedroom apartment for school district employees:	<u>\$ 120.00</u>
1-bedroom apartment for school district employees:	<u>\$ 90.00</u>
3-bedroom home for school district patrons:	<u>\$ 750.00</u>
2-bedroom apartment for school district patrons:	<u>\$ 240.00</u>
1-bedroom apartment for school district patrons:	<u>\$ 180.00</u>

All housing will be inspected by the board of education or its representative at the time of a vacancy. The board of education further reserves the right to make at least an annual inspection during a time of occupancy.

Pets will not be allowed in school district housing without written consent or approval.

School district employees leaving their employment with the school district are to vacate their rental housing unit by June 30, unless another date is approved.

All renters are expected to treat school district housing with appropriate care. Maintenance needs should be reported to the superintendent of schools. The care of the lawn and/or yard of the three-bedroom houses is the responsibility of the renter. The renter can ask the school to mow the yard for a payment of \$30.00 each mowing. Care of the apartment lawn is the responsibility of the school.

Policy Adopted: August 14, 2014  
Policy Revised: July 13, 2017  
Policy Reviewed: January 12, 2023



## **Gifts, Grants and Bequests**

**3280**

Undesignated gifts, grants, and bequests are welcomed by the school district. They shall become the property of the school district and may be used in the general operation of the school district or as determined by the board of education.

The school district shall honor the request of donors whenever possible when determining the use of gifts, grants, or bequests.

The board of education will consider, on an individual basis, whether to provide cost-sharing when requested to assist with a designated gift, grant, or bequest.

## **EXPENDITURES AND SPENDING AUTHORITY**

### **Ordering of Supplies and Equipment**

**3304**

The superintendent of schools is charged with the responsibility of approving all school district orders for supplies and equipment within the terms of the budget of expenditures approved by the board of education. Any school district employee who orders any supplies or equipment which are outside of that which has been included in the General Fund's annual budget of expenditures, and without written authorization from the superintendent or his or her designee, shall be personally liable for payment for such supplies or equipment purchased.

School district employees or students purchasing supplies or equipment out of an Activities Fund account must first secure a requisition from the superintendent or building principal authorizing such purchase. Failure to do so will cause the person to be personally liable for payment for such supplies or equipment purchased.

Refer to Policy No. 3305, Purchasing.

Legal Reference:                      Neb. Rev. Stat. § 79-526

General procedures to be followed in the purchasing of supplies, equipment, or services shall include: (a) research of potential suppliers, (b) invitations to participate in public lettings, (c) requests for price quotations or outright purchases, (d) issuance of purchase orders, (e) verification of receipt of goods or completion of services, and (f) submission of claims for formal approval by the board of education.

Purchases or contracts shall only be made for those items which have been previously approved through the adoption of the annual budget, unless otherwise authorized by the board of education. It must first be determined if the school district has adequate funds to cover an expenditure prior to placing an order or entering into a contract. Ordinarily, bills must be submitted one week prior to the meeting to be approved at the next regular board of education meeting. The board of education is to be informed of any circumstance wherein intended purchases are not within budgetary limitations.

The superintendent of schools is authorized to request price quotations for any supplies, equipment, or services which have a unit price of more than \$5,000.00. These price quotations must be presented to the board of education for approval.

The superintendent is authorized to make outright purchases, with or without developing a set of specifications or requesting price quotations, for small new or replacement items, through established vendors, which cost \$5,000.00 or less. It is expected that the superintendent use his or her discretion, as well as consult with school district employees, to select and purchase those items which will best meet the educational needs of the school district. Such items include, but are not limited to, expendable or perishable items, tools, calculators, or items to supplement materials which had been purchased via price quotations but were not purchased in a sufficient quantity to complete the school year. The use of funds to purchase such items must have prior approval from the board of education through its approval of the annual budget.

No school district employee shall obligate school district funds without prior authorization from the superintendent. Any school district employee who obligates school district funds without proper authorization shall become personally liable for the full amount of such funds. The board of education reserves the right to withhold the purchasing of items which may have had previous budget approval should it deem such withholding appropriate or necessary.

Refer to Policy 3305.1, Public Lettings. Bids to Purchase, and AR-3305, Procedures of Purchasing.

**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: September 10, 2021

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

Reviewed on: January 12, 2023

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 McPherson County 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 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: September 10, 2023

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

Reviewed on: January 12, 2023

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 McPherson County 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 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: September 10, 2021

Reviewed on: January 12, 2023



## **ACCOUNTING SYSTEM**

### **Accounting**

**3405**

The superintendent of schools shall administer the school district's accounting system and ensure that it is in conformity with guidelines established by the Nebraska Department of Education, the office of the Nebraska Auditor of Public Accounts, and the school district's auditor.

Legal Reference:                      Neb. Rev. Stat. § 79-1088

## **Audits**

**3410**

An independent auditing firm will conduct the school district's annual audit. All accounts maintained and administered by the school district shall be audited annually. The report of the audit shall be on record at the office of the superintendent of schools and available for public review during normal school hours. Copies of the annual audit will be provided to the board of education, the Nebraska Department of Education, and the office of the Nebraska Auditor of Public Accounts.

Legal Reference:                      Neb. Rev. Stat. § 79-1089

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

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

**Authorized Users.** Individuals holding the following titles may be assigned an individual purchasing card: Superintendent, Secretary. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school shall also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

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

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

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

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

Policy Adopted: August 14, 2014  
Policy Revised: February 8, 2017  
Policy Reviewed: January 12, 2023

Any individual, student club or organization, or adult organization wishing to solicit or generate funds for school-related purposes must have the approval of the superintendent of schools. If a fundraising project involves the solicitation of businesses and/or residents, the organization's representatives must carry with them a current dated and signed authorization form from the superintendent which explains the purpose of the fundraising project.

Money generated by any such fundraising project must be deposited in the appropriate school district account, and records of transactions must be kept in the school district's Activities Fund.

Legal Reference:                      Neb. Rev. Stat. § 79-526

**Monies in School Buildings****3425**

All monies collected for the school district shall be receipted and directed without delay to the proper location for deposit.

In no case shall monies be left overnight in school buildings, except in safes provided for safekeeping.

**Deposit of Warrants****3430**

All warrants made out to the school district shall be endorsed by the school district treasurer and promptly deposited into the appropriate bank account. Under no circumstances shall a warrant made out to the school district be presented to a bank for cash or presented to a creditor for the payment of goods purchased or services rendered.

## **Inventory System and Procedures**

**3435**

The superintendent of schools shall designate a system to provide and maintain an accurate record of inventory for supplies, materials, and equipment on an annual basis and may delegate this duty to appropriate staff within the school district. School district employees should provide an annual inventory report of items in their responsibility areas to the superintendent.



## **NON-INSTRUCTIONAL OPERATIONS**

### **Smoke, Tobacco/Vape-Free Environment**

**3500**

All school district facilities, grounds, and vehicles shall be non-smoking, Tobacco and Vape Free areas and signs shall be posted to designate as such. This policy shall apply for all school-sponsored and nonschool-sponsored events and/or usages.

The board of education shall be responsible for approving plans for carrying insurance on every school district building, in all school district plants (including contents, boilers, and machinery), and on all school district vehicles and other property under control of the board of education, or to which title is vested in the board of education, except as authorized under regulations of the Nebraska State Board of Education. The board of education may also purchase liability and errors and omissions insurance when deemed feasible. Refer to AR-3505, Insurance and Bond Coverage.

The board of education may periodically, or as deemed necessary, seek competitive bids for the school district's insurance package from companies with an A.M. Best's rating of "A" or better.

To assist in risk management assessment and budget planning, up-to-date inventories on major property items shall be kept on file in the office of the superintendent of schools.

Legal Reference:           Neb. Rev. Stat. § 13-401  
                                  Neb. Rev. Stat. § 13-916  
                                  Neb. Rev. Stat. § 79-516  
                                  Neb. Rev. Stat. § 79-610

## **Employee Bonds**

**3508**

The school district shall pay the bonds of the school district treasurer and all school district employees who handle school funds. The amount of such bonds shall be determined by the amount of money that the treasurer or school district employee handles and as set forth by Nebraska statute.

All bonds shall be bid as deemed necessary by the board of education.

Legal Reference:           Neb. Rev. Stat. § 11-103  
                                  Neb. Rev. Stat. § 11-105  
                                  Neb. Rev. Stat. § 11-119  
                                  Neb. Rev. Stat. § 79-586

## **Physical Facilities**

**3510**

It is the responsibility of the board of education to provide adequate physical facilities for the purpose of providing an adequate educational program. Such physical facilities are to be properly maintained and repaired, and employees are to be hired by the school district to maintain and repair such physical facilities. An adequate risk management or facility insurance coverage plan shall be maintained for all physical facilities of the school district, including school owned vehicles. School district employees are to be covered by an adequate insurance policy according to Nebraska law.

Legal Reference:               Neb. Rev. Stat. § 79-501  
                                      Neb. Rev. Stat. §§ 79-525 to 79-526

Policy Adopted: August 14, 2014  
Policy Reviewed: January 12, 2023

## **Student Transportation**

**3515**

The school district shall either provide free transportation for resident students attending school in their assigned attendance area as required by law or shall pay a transportation allowance in lieu of such free transportation. Such an allowance shall be paid to the parents or guardian of the eligible student.

When a student attends school in this school district and lives more than four miles from the assigned attendance center and free transportation is not available, a fee shall be paid per mile for each mile the student travels beyond three miles on each day of attendance one way from the student's residence to the assigned attendance center. The fee to be paid shall be based upon Nebraska statutes and annually set by the board of education.

Transportation allowances shall be paid after the conclusion of each month. Each student's attendance record will be used to determine the number of days for which the transportation allowance shall be paid. If free transportation is available but a family chooses not to avail themselves to such free transportation, the family will not be eligible for the transportation allowance.

The responsibility for administering transportation in the school district shall rest with the superintendent of schools, who shall be assisted by the transportation coordinator and the bookkeeper.

A student may be required to meet a school district vehicle up to two miles without reimbursement. It shall be within the discretion of the board of education to determine such conditions.

Refer to AR-3515.1, Use of School Owned Vehicles, and AR-3515.3, Bus Accident Procedures.

Legal Reference: Neb. Rev. Stat. §§ 79-611 to 79-612

## **Transportation Responsibilities**

**3515.1**

School transportation services are provided exclusively for the benefit and safety of school district students and are to be used only in support of programs authorized by and under the auspices of the board of education. All drivers shall hold the appropriate operator's permit and shall have passed the appropriate mental and physical examinations as set forth by the Nebraska Department of Education and the Nebraska Department of Motor Vehicles.

School bus stops and routes shall be determined by the superintendent of schools based upon efficiency, safety, board of education policy, and applicable state and federal law. The superintendent shall:

- (a) Annually review and assess school bus routes, stops, and loading zones for safety, changing student population, and supervision of students;
- (b) Advise parents of any changes in the transportation policy affecting students as early as possible, and be responsive to parents' requests for assistance in seeking alternatives to busing; and
- (c) Work with county and other governmental agencies on a continuing basis regarding transportation issues.

The superintendent, or his or her designees, shall devise regulations governing student behavior while riding in school buses or vehicles. Such regulations shall be approved by the board of education.

Students riding the school buses to and from school on regularly scheduled bus routes shall be under the control of the bus driver. Drivers shall report any student misconduct to the administration. The administration will work with the bus driver to resolve any student misconduct issues. On activity or field trips, assigned adult sponsors shall be responsible for maintaining discipline among students and for reporting student misconduct to the administration. Any student reported to the administration for misconduct may be denied bus transportation for a short period of time. Subsequent offenses may result in denial of transportation privileges for the remainder of the semester. No student shall have his or her riding privileges suspended without consultation with the superintendent. Refer to Policy 5505, Student Conduct.

Students shall not be permitted to leave a bus until they have arrived at their destination, except upon written instruction from the school district administration and/or the students' parents or guardians. Students who do not normally ride a bus must have written permission from the school district administration before they are allowed to ride.

Legal Reference: Neb. Rev. Stat. §79-608

Policy Adopted: August 14, 2014

Policy Reviewed: Revised: January 12, 2023

## **Safe Driving Record Standard for Drivers**

**3515.2**

For purposes of these policies, “pupil transportation vehicle” shall mean any vehicle utilized to carry school children as sponsored and approved by the board of education, including, but not limited to, a school bus, activity bus, small vehicle, or coach bus. “Pupil transportation vehicle operator” shall mean a driver of any pupil transportation vehicle utilized to transport school children.

The school district shall obtain a record of satisfactory driving for each pupil transportation vehicle operator. A copy of such operator’s driving record shall be on file with the school district before employment as a pupil transportation vehicle operator. The school district shall obtain and keep on file a criminal history record of pupil transportation vehicle operator applicants who are not certificated Nebraska teachers or administrators. Such criminal history record shall be obtained through the Nebraska State Patrol and local law enforcement agencies before a person’s employment as a pupil transportation vehicle operator.

The record of satisfactory driving shall apply to all new school district employees. Existing school district employees shall be subject to the same standards, although the superintendent or his or her designee may permit an exception based on the existing employee’s record of satisfactory driving while employed with the school district and the nature and proximity of prior driving offenses as they relate to safe transportation.

For pupil transportation vehicle operators, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

- (a) Motor vehicle homicide;
- (b) Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior five years;
- (c) Reckless driving or willful reckless driving, within the immediate prior five years; or
- (d) Accumulation of 5 or more points under the motor vehicle operators’ license point system within the immediate prior four years. In the event the person has accumulated 3 or 4 points within the immediate prior four years, the determination of whether the person has a satisfactory driving record shall be made by the superintendent or his or her designee based on the nature and proximity of the offense as it relates to safe transportation.

Pupil transportation vehicle operators driving school buses must pass physical examinations and meet other criteria as established by state and federal law and by the Nebraska Department of Education. The superintendent of schools shall develop procedures for selecting school bus drivers to ensure acceptance of drivers whose capabilities are commensurate with job responsibilities, including minimum requirements of a satisfactory driving record. Such school bus drivers must have a valid school bus operator’s permit and shall have it in their possession when transporting students. This does not apply to the operator of a small vehicle being used only for

extracurricular activities. All school bus drivers are required to inform the school district immediately of any change in their driving or criminal records that could affect their eligibility to maintain the school bus operator's permit.

Substitute pupil transportation vehicle operators shall meet the same requirements and qualifications as a regular pupil transportation vehicle operator. A pupil transportation vehicle operator shall not have the authority to assign a substitute without the prior approval of any school administrator or person designated by the board of education.

Each person who drives a school district vehicle other than a pupil transportation vehicle and does not transport students in such vehicle shall be precluded from driving in the event such person does not have a record of satisfactory driving. If driving vehicles is a function of such person's employment with the school district, such employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

- (a) Motor vehicle homicide;
- (b) Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior five years;
- (c) Reckless driving or willful reckless driving, within the immediate prior five years; or
- (d) Accumulation of 6 or more points under the motor vehicle operators' license point system within the immediate prior four years. In the event the person has accumulated 3, 4, or 5 points within the immediate prior four years, the determination of whether the person has a satisfactory driving record shall be made by the superintendent or his or her designee based on the nature and proximity of the offense as it relates to safe transportation.

Legal Reference:               Neb. Rev. Stat. § 60-4,182  
                                      Neb. Rev. Stat. § 79-318  
                                      Neb. Rev. Stat. §§ 79-607 to 79-608  
                                      92 NAC Chapter 91

Policy Adopted: August 14, 2014  
Policy Reviewed: January 12, 2023



## **Extracurricular Activities and Field Trips**

**3515.3**

The superintendent of schools may authorize student extracurricular activities and field trips that relate to educational purposes and fall within budget limitations. Students participating in such extracurricular activities and field trips, other than those held at school district facilities, shall be transported by school district vehicles or other school-sponsored transportation.

Students may ride from an extracurricular activity or field trip in a non-school district vehicle with prior approval, after presenting the activity or trip sponsor with written permission to ride with a parent or guardian. The school district shall not be responsible for students riding in non-school district vehicles.

Overnight extracurricular activities and field trips must be approved by the superintendent.

Refer to Policy 6315, Educational Trips.

Legal Reference:                   Neb. Rev. Stat. § 79-601

## **Safe Pupil Transportation Plan**

**3515.4**

This Safe Pupil Transportation Plan sets forth the school district's plan for providing safe transportation to students in pupil transportation vehicles.

The superintendent shall plan and implement a safety training program for pupil transportation vehicle operators and passengers. The superintendent shall monitor the scheduling of in-service and educational opportunities for such operators to improve their awareness and skills regarding pupil transportation vehicle safety. Pupil transportation vehicle operators shall attend local workshops and all in-service meetings.

The school district shall conduct pupil transportation vehicle safe riding practices instruction and emergency safety drills at least twice a year for students who utilize school district transportation. The emergency evacuation drill procedures should be conducted according to guidelines established by the Nebraska Department of Education. Pupil transportation vehicle operators are required to attend each safety drill. Each pupil transportation vehicle shall have, in addition to the regular emergency safety drill, a plan for helping those students who require special assistance to safety during an emergency, including, but not limited to, students with disabilities.

Administrative rules and regulations shall be adopted to govern the safe operation of pupil transportation vehicles. Students violating these rules and regulations may have their riding privileges revoked or suspended. Parents will be responsible for damage done to pupil transportation vehicles or equipment by their children.

All transportation vehicles shall be acquired and maintained to meet or exceed Nebraska Department of Education Minimum Equipment Standards for pupil transportation vehicles. The superintendent shall develop a systematic preventative maintenance program including daily, weekly, monthly, and annual schedules to insure vehicle safety and reliability. This will include a recordkeeping system for maintaining inspection reports, along with procedures for filing reports and certifications to meet requirements of the Nebraska Department of Education.

**Weapons.** Upon becoming aware of a weapon aboard a pupil transportation vehicle, the pupil transportation vehicle operator shall make every attempt to:

- (a) Radio or call the school district office and notify staff of the situation ***if possible***. If not possible, every attempt shall be made to telephone the school district office from a cellular telephone or from the nearest safe haven location. Examples of a safe haven include, but are not limited to, any school building site, emergency service station (i.e., law enforcement or fire department), or community service agency. The school district office will immediately notify appropriate law enforcement agencies and school district administration;
- (b) Give a description of the weapon and participating parties to the school district office;

- (c) Pull the vehicle over to a safe and secure area; and
- (d) Confiscate the weapon if it does not jeopardize the safety of students or the pupil transportation vehicle operator.

Pupil Behavior. Students are expected to follow student conduct rules while in a pupil transportation vehicle. The pupil transportation vehicle operator is responsible for controlling behavior which affects safety and for reporting rule violations to school district administration. In the event that a student's behavior jeopardizes safety, the pupil transportation vehicle operator shall make every attempt to:

- (a) Radio or call the school district office and notify staff of the situation ***if possible***. If not possible, every attempt shall be made to telephone the school district office from a cellular telephone or from the nearest safe haven location;
- (b) Activate emergency flashers and bring the vehicle to a safe stop;
- (c) Seek to resolve the incident through discussion with the student(s) involved, using physical restraint only when necessary to protect students or the pupil transportation vehicle operator; and
- (d) Report and document discipline problems to school district administrators on a Student Disciplinary Action Report.

Terroristic Threats. A person commits a terroristic threat if the person threatens to commit any crime of violence (a) with the intent to terrorize another; (b) with the intent of causing the evacuation of a building, place of assembly, or facility of public transportation; or (c) in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the pupil transportation vehicle operator shall make every attempt to:

- (a) Radio or call the school district office and notify staff of the situation ***if possible***. If not possible, every attempt shall be made to telephone the school district office from a cellular telephone or from the nearest safe haven location. The school district office will immediately notify appropriate law enforcement agencies and school district administration;
- (b) Keep passengers calm, which may mean complying with the person making the terroristic threat; and
- (c) Wait for instructions from the school district office or administration ***if possible***.

Severe Weather. School district buses and other pupil transportation vehicles will not operate when weather conditions such as fog, rain, snow, or other natural elements make it unsafe to do so. The superintendent shall make the final judgment as to when conditions make it unsafe to operate pupil transportation vehicles. As weather conditions may vary around the school district and may change quickly, the superintendent will make the best judgment possible with the information available and will be assisted by the actual "on location" reports of pupil transportation vehicle operators.

When weather conditions deteriorate during the day after school has begun, cancellation notices will be provided by commercial radio, television, and other district approved communication. Students will be returned to their regular drop-off sites unless weather conditions prevent it. In that case, students will be kept at or returned to school, or delivered to an appropriate alternate location, until they are picked up by their parents.

Upon becoming aware of severe weather while aboard a pupil transportation vehicle, the pupil transportation vehicle operator shall make every attempt to:

- (a) Radio or call the school district office and notify staff of the situation ***if possible***. If not possible, every attempt shall be made to telephone the school district office from a cellular telephone or from the nearest safe haven location;
- (b) If less than fifteen (15) minutes away, follow the directions of the school district administration and either return to the school or proceed to the nearest route home if a parent can be reached;
- (c) If more than fifteen (15) minutes away, proceed to the destination or to the nearest safe haven location at the discretion of the pupil transportation vehicle operator; and
- (d) In tornado-like conditions, if there is no shelter and there is immediate danger, the pupil transportation vehicle operator and passengers are to follow evacuation procedures and get everyone off of the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.

Hazardous Materials. Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the pupil transportation vehicle operator shall make every attempt to:

- (a) Radio or call the school district office and notify staff of the situation ***if possible***. If not possible, every attempt shall be made to telephone the school district office from a cellular telephone or from the nearest safe haven location. The school district office will immediately notify appropriate law enforcement agencies and school district administration;
- (b) Pull the vehicle over to a safe and secure area;
- (c) Give a description of the hazardous materials in question to the school district office; and
- (d) Wait for instructions from the school district office or administration ***if possible***.

Medical Emergencies. Upon becoming aware of a medical emergency aboard a pupil transportation vehicle, the pupil transportation vehicle operator shall make every attempt to:

- (a) Radio or call the school district office and notify staff of the situation ***if possible***. If not possible, every attempt shall be made to telephone the school district office from a cellular telephone or from the nearest safe haven location. The school district office will immediately notify appropriate medical agencies and school district administration;

- (b) Follow instructions from the school district office or administration and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures;
- (c) **Only if necessary**, move student passengers only enough to get them out of danger of traffic or fire. If moved, the pupil transportation vehicle operator and aide are to keep passengers where placed until medical personnel arrive, unless a parent has taken charge of his or her child; and
- (d) Keep student passengers as calm as possible.

In the event the pupil vehicle transportation operator is incapacitated, the designated pupil representative shall call the school district office.

Procedures in the Event of Mechanical Breakdown of Vehicle. Upon becoming aware of a mechanical breakdown aboard a pupil transportation vehicle, the pupil transportation vehicle operator shall make every attempt to:

- (a) Radio or call the school district office and notify staff of the situation **if possible**. If not possible, every attempt shall be made to telephone the school district office from a cellular telephone or from the nearest safe haven location;
- (b) Pull the vehicle over to a safe and secure area **if possible**;
- (c) Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines if not in a secure area; and
- (d) Keep student passengers as calm as possible.

The school district office will arrange for assistance and a relief vehicle **if needed**.

Procedures in the Event the Drop-off Location is Uncertain or Appears Unsafe to Leave.

In the event the drop-off location is uncertain or appears unsafe to leave students, the pupil transportation vehicle operator shall make every attempt to:

- (a) Radio or call the school district office and notify staff of the situation **if possible**. If not possible, every attempt shall be made to telephone the school district office from a cellular telephone or from the nearest safe haven location. The school district office will immediately notify appropriate law enforcement agencies and school district administration if appropriate under the circumstances; and
- (b) Release students only if an adult responsible for such students is present. If not, keep students who are to be released in the vehicle, continue with the route, and return student who were to be released to the school.

Transportation of Unsafe Items. Pupil transportation vehicle operators shall not permit the transportation of any items, animals, materials, weapons or lookalike weapons, or equipment which would in any way endanger the lives, health, or safety of such operator and any passengers. Lookalike weapons associated with a school-sponsored or approved activity may be transported only with written permission of the school district administration. Any items that could break or produce injury if tossed about inside the pupil transportation vehicle if involved in an accident or sudden stop shall be secured or stored in the luggage bays.

Documentation under Safe Pupil Transportation Plan. Each pupil transportation vehicle operator is required to complete and submit to school district administration a Student Disciplinary Action Report involving his or her vehicle or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior which affects safety, terroristic threats, severe weather, hazardous materials, or medical emergencies. Documentation of such events shall be completed and submitted as soon as practicable after the incident.

Supplemental Information. A copy of this Safe Pupil Transportation Plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request. Supplemental information with respect to operational and procedural guidelines used to administer this Safe Pupil Transportation Plan can be found in the school district's safety and security plan adopted pursuant to Nebraska Department of Education regulations and in the Nebraska Department of Education Pupil Transportation Guide.

Legal Reference:           Neb. Rev. Stat. § 28-311.01  
                                  Neb. Rev. Stat. § 79-318  
                                  Neb. Rev. Stat. § 79-601  
                                  Neb. Rev. Stat. § 79-609  
                                  92 NAC Chapter 91

Policy Adopted: August 14, 2014  
Policy Reviewed: January 12, 2023

## **Pupil Transportation Vehicle Inspections**

**3515.5**

### **Mechanical**

A mechanical inspection shall be performed on all school district pupil transportation vehicles prior to the opening of school each fall and each eighty days during that part of the year when school is in session. The Mechanic's Pupil Transportation Vehicle Inspection Report will be used. If a mechanical inspection reveals any defects, the pupil transportation vehicle will be removed from service until such defects are corrected.

### **Daily Vehicle Inspections**

In addition to the mechanical inspections, each pupil transportation vehicle operator shall make daily inspections of his or her vehicle to ensure that the vehicle and its equipment are fully operational. Reports of such daily inspections shall be kept by the operator and filed weekly with the superintendent of schools or the person designated to receive these reports. The Daily Vehicle Inspection Form will be used.

### **Post-Trip Inspections**

All pupil transportation vehicle operators must conduct post-trip inspections as required in the Staff Handbook. This duty cannot be delegated. The Daily Post Trip Inspection Form will be used. Post-trip inspections must be performed after the completion of each trip and at the vehicle storage compound. Post-trip inspections shall include, but are not limited to, walking from one end of the vehicle to the other and checking behind and under every seat for students remaining in the vehicle. If a pupil transportation vehicle operator fails to perform a post-trip inspection, and a student is left in the vehicle without supervision or at the vehicle storage area, the operator will be dismissed from his or her duties.

The superintendent shall retain copies of all vehicle inspections performed.

Legal Reference:                      Neb. Rev. Stat. § 79-602

## **Student Transportation in Private Vehicles**

**3515.6**

School district employees with standing authorization or special permission to use their own vehicles for transporting students must carry liability insurance coverage in compliance with state law. A record of such coverage shall be placed on file with the superintendent of schools.

Standing authorization shall be granted by the board of education to school district administration and other student services employees designated by the superintendent.

Special permission for providing student transportation in private vehicles may be granted in exceptional cases by the principal to school district employees such as coaches, music teachers, and activity sponsors. Exceptional cases shall be determined by a review of the number of students traveling, relative costs, safety factors, and distance, as well as when the following conditions have been met:

- (a) The school district administration has approved the activity;
- (b) A permission slip signed by the student's parent or guardian has been received by the principal or his or her designee, granting permission for the student to participate in the activity and to ride in the private vehicle;
- (c) The school district employee driving the vehicle is properly licensed to drive and has provided proof of insurance. Such insurance shall meet or exceed minimum requirements as established by the State of Nebraska and as set out by the school district;
- (d) The vehicle contains an adequate number of seat restraints and the adult driver requires their use; and
- (e) The "school students" signage required by the Nebraska Department of Education is displayed on the private vehicle when students are being transported.



## **Transportation Liability Insurance**

**3515.7**

The school district shall purchase liability insurance consistent with state statute and generally accepted insurance practices. Such liability insurance shall be conditioned for the payment of any and all damages due to bodily injury or death, or injury to or destruction of property, that may accrue to any person or persons by reason of any negligence or carelessness in transporting students or other school district employees to and from school-sponsored activities or when on school business in school district-owned vehicles.

Legal Reference:                      Neb. Rev. Stat. § 79-610

Policy Adopted: August 14, 2014  
Policy Reviewed: January 12, 2023

## **Special Education Student Transportation**

**3515.8**

Transportation of students who require special education services shall generally be provided as for other students, when appropriate.

Specialized transportation of a student to and from a special education instructional service is a function of that service and, therefore, an appropriate expenditure of special education instructional funds generated through the weighting plan. Transportation of a student to and from a special education support service is a function of that service, and shall be specified in the individual education program.

When the IEP team determines that unique transportation arrangements are required and the arrangements are specified in the IEP, the school district will provide one or more of the following transportation arrangements for special education instructional or support services:

- (a) Transportation from the student's residence to the location of the special education instructional or support services and back to the student's residence;
- (b) Special assistance or adaptations in getting the student to and from and on and off the vehicle, en route to and from the special education instructional or support services; and/or
- (c) Reimbursement of the actual costs of transportation when, by mutual agreement, the parents provide transportation for the student to and from the special education instructional or support services.

Legal Reference:           20 U.S.C. § 1401  
                                  20 U.S.C. § 1701 *et seq.*  
                                  34 C.F.R. Part 300

**Cell Phone Usage in Pupil Transportation Vehicles****3515.9**

All pupil transportation vehicle operators are prohibited from using cell phones and all other electronic devices while operating such vehicles, regardless of occupancy. If situations occur that require the operator to make or receive a phone call, the operator shall not do so until the vehicle has safely pulled to a complete stop off the road. Violation of this policy may result in termination of employment.

**Transportation of Nonschool Groups****3515.10**

School district vehicles may be available to local entities which promote cultural, educational, civic, community, or recreational activities for transporting to and from nonschool-sponsored activities within the state as long as the transportation does not interfere with or disrupt the education program of the school district and does not interfere with or delay the transportation of students. The local entity shall make a donation for use of the school district vehicle.

McPherson County Schools are committed to providing and maintaining a safe and healthy work environment. The administration is to make the safety of employees an integral part of the management function. Each employee is to make safety an integral part of their duties by following established safety regulations and procedures, assisting in accident prevention activities by reporting any job-related injury to the administration immediately, reporting unsafe conditions immediately, and providing suggestions to eliminate accidents and injuries. Failure to follow safety rules may lead to disciplinary action up to and including termination.

Safety and health management is the ultimate responsibility of the Board. Functional authority for continued development and implementation of health and safety is hereby delegated to the Superintendent or the Superintendent's designee.

The Superintendent is designated as and shall serve as the primary liaison between emergency personnel and the District in the event of an incident. The Superintendent shall designate individuals within each building to serve as a liaison between emergency personnel and the District in the event of an incident. The Superintendent shall inform emergency personnel of the persons designated as liaisons.

The Superintendent shall ensure that emergency drills are conducted at least as often as required by law, including fire drills conducted at least once a month with one additional drill being conducted during the first 30 days of school, tornado drills conducted at least once during the first two weeks of school and at least once during the month of March, and bus evacuation drills conducted at least two times during the school year involving all students and appropriate staff.

The Superintendent shall ensure that, in the event of an emergency, the District has methods of communication to reach all internal and external stakeholders and that the District has a plan for public communication to gather, verify, coordinate, and disseminate information during an incident.

The Superintendent shall ensure that multi-hazard training is provided for specified employees in required areas to comply with local, state, and federal regulations, as well as non-required areas to improve safety within the District.

### **Safety Committee**

A Safety Committee is hereby created. The Superintendent shall coordinate and maintain the Safety Committee. The Safety Committee will be made up of community stakeholders willing to serve on the Committee. The Board hopes that the following members of the community are willing to serve on the Safety Committee: parents, law enforcement and local first responder professionals, teachers, administrators, mental health professionals, custodians, school nurses, local emergency managers, IT managers, and school transportation personnel.

The Safety Committee shall meet at least annually to review safety standards and protocols. The Safety Committee may designate subcommittees to report to the Safety Committee.

The Safety Committee shall:

- Prepare and communicate with local authorities (e.g., fire, police, rescue, emergency management personnel) at least annually. Such communications shall include collaborations with local authorities to identify and address safety and security issues.
- Consider, develop and implement guidelines for event and incident management. Such guidelines shall be reviewed and practiced by all employees, students and relevant stakeholders at least annually.
- Consider, develop and implement standard response and practice procedures for emergency situations, such as lock downs, lock outs, evacuations and shelter. Such procedures shall be reviewed and practiced by all employees, students and relevant stakeholders at least annually. Such procedures shall include a plan to identify and document crisis communication procedures with the following stakeholder groups: emergency responders, employees, students, parents/guardians, media, and others as needed. Such procedures shall also provide information to staff to empower staff to initiate protection actions, when appropriate.
- Take any reasonably necessary steps to ensure that the District is in compliance with all applicable fire and life safety codes.
- Take any reasonably necessary steps to ensure that the District has standardized and visible interior and exterior signage for emergency responders.
- Consider, develop and implement strategies and processes to assess observable, positive relationships between students and employees and students and other students.
- Consider, develop and implement strategies and processes to create a respectful, positive, and safe environment conducive to learning.
- Consider, develop and implement procedures to monitor school safety and security protocols for off-campus school sponsored events.
- Consider, develop and implement a student assistance process where problem solving can occur and intervention strategies are recommended and implemented.
- Consider, develop and implement a plan for behavioral threat assessments and conducting threat assessment protocols using trained staff.
- Consider, develop and implement safety and security procedures to monitor before and after-school activities, including other facility users.
- Identify mental health resources and use such resources when appropriate.
- Ensure that procedures are in place that require all District employees to participate annually in at least one hour of suicide prevention training.

- Ensure that all school buildings have designated multiple evacuation assembly locations for each building, and that staff and students within each building are aware of said locations.
- Review the District's bullying policy and student dating violence policy at least annually and recommend to the Board any proposed changes to the District's bullying policy and/or student dating violence policy.
- Consider, develop and implement a protocol for an annual inventory of all chemicals (e.g., classrooms, custodial, buildings, grounds), proper storage, and disposal of unused or outdated chemicals.
- Ensure that the District maintains immunization records for all students and uses the data for health and safety of students, when appropriate.
- Conduct a District-wide safety and security self-assessment for each building.
- Conduct a safety audit on an annual basis.
- Review at least annually the District's policies and protocols on active supervision throughout school buildings and campus, and recommend any changes in policies or protocols to the Board.
- Review at least annually the District's policies and protocols on security and visitors (including visitors in specialized areas, such as prekindergarten areas, playgrounds, science labs, and so forth) in school buildings, and compare the District's policies and protocols with guidance issued by the Readiness and Emergency Management for Schools Technical Assistance Center (REMS-TA), and recommend any changes in policies or protocols to the Board.
- Conduct a performance review of emergency drills and suggest any changes, when appropriate.
- For any safety and security procedures or protocols, review said procedures and protocols to ensure that such procedures and protocols accommodate individuals with special needs.
- Consider, develop and implement procedures supporting academic, physical, operational and psychological/emotional aspects of an incident, after an incident occurs. Such procedures shall ensure that students and employees are supported and given an opportunity to address psychological and emotional health needs after an incident. Such procedures shall also ensure that resource requests and management of the incident be conducted in a way that supports the psychological and emotional needs of students and staff after an incident. The Committee shall explore mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas, and make any recommendations to the Board.
- Adopt and maintain an effective written Injury Prevention Program for the District.

The Safety Committee shall maintain documentation of its compliance with this policy.

Legal Reference: Nebraska Department of Education Title 92 Nebraska Administrative Code, Chapter 10, Rule 10 Accreditation of Schools,

011.01b, c, d, e, f, g (Seclusion and Restraints, Bullying, Dating Violence); 79-2,137 (Bullying); 79-2,138 to 79-2,142 (Dating Violence); 79-2,146 (Suicide Awareness, 2015-2016); Criminal Code Sec. 28-318 (Sexual Harassment); Nebraska Department of Education Title 92 Nebraska Administrative Code, Chapter 11, Rule 11 Accreditation of Schools, 004.11g (Pre-K CPR and First Aid) Neb. Rev. Stat. §§ 48-443 to 48-445

Cross-Referenced: Policy 3523 (Emergency Drills)

Policy Adopted: August 14, 2014  
Policy Revised: June 8, 2017  
Policy reviewed: January 12, 2023



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

### Equipment

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

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

### Program Coordinator

The school district's AED Program Coordinator is the Athletic Director. The Program Coordinator shall:

- Consult with the school's administration and the medical advisor to develop a written protocol for the use of AEDs, and post such protocol near each AED
- Select employees for AED training
- Arrange for appropriate training of anticipated users at least annually
- Maintain a training schedule that includes the names of those trained and dates both of current training and dates for recertification
- Check equipment according to the manufacturer's guidelines and take appropriate action in the event of any variance or need
- Maintain on file a specification sheet on each approved AED model
- Monitor the effectiveness of this system
- Communicate with medical director on issues related to medical emergency response program including post-event reviews
- Coordinate with the local fire department and police department

- Take appropriate steps after an AED event, including sharing of data with appropriate medical and EMS personnel, cleaning, replacing, or recharging components of the AED as appropriate.

### Medical Oversight

The medical advisor of the AED program is American Heart Association

The medical advisor is responsible for:

- Reviewing and approving guidelines for emergency procedures related to use of AEDs and cardiopulmonary resuscitation
- Evaluation of post-event review forms and digital files downloaded from the AED

### Volunteer Responders

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

Policy Adopted: December 8, 2016

Policy Reviewed: January 12, 2023

**Fire Drills**

Fire drills shall be conducted at such times and manner as is required by the State Fire Marshal.

The frequency of fire drills shall be as follows:

- at a sufficient frequency to familiarize occupants with the drill procedure as a matter of routine;
- every month in each school building in which the facility is in session;
- subject to the exception that a monthly drill may be deferred in months of severe weather, provided that the required number of annual drills is achieved and not less than four are conducted before the drills are deferred; and
- one additional drill shall be conducted within the first 30 days of a school year.

The manner of conducting fire drills shall be as follows:

- emphasis shall be on conducting an orderly evacuation, rather than speed;
- under varying conditions and at expected and unexpected times;
- participants shall relocate to a predetermined location and remain until recalled or dismissed; and
- all emergency and relocation drill alarms shall be sounded

**Crisis Plans**

Crisis Plans for emergency responses and directions for tornado, evacuation, lockdown, lockout, shelter in place and fire drill activities have been developed. To be in compliance with the fire code, there are to be nine fire evacuation exercises each school year. Two tornado drills are to be exercised and two lockdown drills practiced each school year.

Since many parents may not be at home, all children and faculty will be normally retained at the school building in case of extreme emergency. The school notification system will be activated to inform parents and guardians regarding where children may be picked up at school or at the evacuation site.

Legal Reference: Neb. Rev. Stat. §79-706

Policy Adopted: August 14, 2014  
Policy Revised: March 10, 2016  
Policy Reviewed: January 12, 2023

School district officials shall take proactive steps to reduce the probability of a bomb threat. Primary consideration shall be given to the safety and welfare of students and school district employees. Steps shall be taken to (a) reduce the opportunities for persons to leave unidentified objects unattended on school premises, (b) reduce the opportunities for unidentified persons to enter school premises or school buildings, and (c) to control the flow of foot traffic and vehicular traffic around school premises.

All physical education bags, athletic bags, backpacks, musical instrument cases, or other boxes or containers brought onto school premises by any student or school district employee must be kept in a student's locker or in an area designated by school officials. School lockers are the property of the school district and shall be subject to unannounced checks by school officials. Students will be assigned lockers and a record of occupancy shall be maintained in the office of the principal. Only school-approved locks shall be used on lockers. School officials will remove any unauthorized locks on lockers. Any lockers not assigned to a student will be kept locked and clearly marked so school officials will know such lockers are unoccupied.

The number of exterior doors by which school district employees may enter a school building without a key shall be limited. Except for major entrances, exterior doors shall be designated so building occupants can readily exit the building in the event of an emergency, but school district employee cannot enter without a key. Records are to be maintained on the issuance of all building keys. School district employees who are issued keys shall not loan such keys to unauthorized individuals.

The school district shall post signs on all entrances directing all non-school persons entering the building to report to the office of the superintendent of schools. If an unidentified person is seen in the building, school district employees should ask the person if he or she could help direct the person to his or her destination. Unidentified persons loitering in or around the building shall be reported to the school district office or to custodial personnel.

The following procedures shall be followed should any school district employee receive a telephone call or a message that a bomb or any lethal explosive device exists or is reported to exist in or around a school building or school district premises:

- (a) The person receiving the telephone call or message shall attempt to gain all possible information. Refer to Step 1 of AR-3525, Bomb Incident Plan.
- (b) The person receiving the telephone call or message shall notify the superintendent, the building principal, or a designated individual immediately. Refer to Step 2 of AR-3525, Bomb Incident Plan.
- (c) The superintendent, or his or her designee, shall serve as the spokesperson for the school district to parents, the press, or other information gathering agencies.
- (d) School time missed due to a bomb threat shall be made up unless excused by the board of education.

When a building is evacuated, school district employees shall take students to a predetermined “safe area,” an area which will not be used by emergency vehicles.

School officials shall provide the fire department with current copies of all school building floor plans. These plans shall list all activities for each room and indicate where flammable and/or toxic chemicals are regularly stores. These floor plans shall also indicate the location of major electrical and gas shutoffs. The floor plans shall be updated annually (Note: The floor plans need not be building blueprints.)

This policy shall be reviewed annually by the board of education.

School district records shall be organized, managed, retained, and disposed of in accordance with law and the Nebraska Secretary of State's schedules for retention and disposition of public records. The superintendent of schools is hereby designated as the records officer of the school district for purposes of this policy. Any questions about the type or category of a record or the required retention period should be addressed to the records officer.

**Electronic Messages**

Electronic messages are communications using an electronic system for the conduct of school district business internally, between other state and local government agencies, and with parents, students, patrons, and any other individual or entity. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI).

The school district's electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:

- (a) **End-User Management.** End-user means anyone who creates or receives electronic messages on the school district's electronic system. Electronic messages are to be managed at the end-user's desktop computer, rather than from a central point. Each end-user is responsible for organizing, managing, and disposing of records that are part of his or her desktop computer.
- (b) **Categories for Retention.** Electronic messages fall within three categories: (1) transitory messages, (2) records with a less than permanent retention period, and (3) records with a permanent retention period. End-users are to organize, store, retain, and dispose of electronic messages according to these three categories. The records officer shall determine which electronic messages require any sort of retention and communicate such determination to school district employees.
  - (1) ***Transitory messages.*** Transitory messages are messages posted to several persons and casual or routine communications similar to telephone conversations. As determined on an individual case-by-case basis by the end-user, transitory messages include, but are not limited to, certain embryonic materials, notes, or drafts; unwanted and unneeded "junk" mail; "personal" mail for school district employees not related to school district business; unsolicited sectarian, religious, partisan, political, or commercial messages; or political advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. School district employees sending or receiving such messages may delete them immediately without obtaining approval.

- (2) *Records with a less than permanent retention period.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. School district employees creating or receiving such messages may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records shall be made to the records officer.
  - (3) *Records with a permanent retention period.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records shall be made by the records officer after consultation with NSHS and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the decision is made to transfer the records, then the determination of the method, frequency, and format of the transfer should be made cooperatively by the records officer, NSHS, and State Records Administrator.
- (c) Electronic Storage Limitations. The school district's computer system deletes electronic messages within sixty (60) to ninety (90) days after such messages are sent or received in order to avoid operational problems. End-users with electronic messages that are required to be maintained past that time shall convert such electronic messages to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for a particular electronic message is the best indicator of which storage format to choose.

Electronic messaging is to be used only for purposes that are consistent with the mission of the school district. Electronic messaging shall not be used for personal purposes, except for (1) incidental, intermittent, or occasional use which does not interfere with performance of duties as determined by the school district administration; (2) use that is authorized pursuant to an individual use agreement; and (3) use that represents a form of the school district employees' compensation. Electronic messaging shall not be used for personal financial gain or 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. Electronic messaging shall not be used for the purposes of assisting a non-profit organization, except when and to the extent such use serves a school purpose or facilitates school district business.

Electronic messaging shall not be used to (1) promote discrimination on the basis of race, color, national origin, age, marital status, sex, political affiliation, religion, disability, or sexual preference; (2) promote sexual harassment; or (3) promote personal, political, or religious business or beliefs.

School district employees shall not (1) read electronic messages received by another employee when there is no school district related purpose for doing so; (2) send electronic messages under another employee's name without the employee's consent or administrative authorization; or (3) change or alter any portion of a previously sent electronic message without administrative authorization.

Electronic messaging is subject to all requirements of Policy 6800, Internet Safety and Acceptable Use, and may be monitored and accessed at any time without prior notice. The school district has the complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right, and it is not a public forum. Electronic messaging is made available subject to all board of education policies and regulations, building guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.

#### Litigation Holds

When litigation against the school district or any school district employee is filed or threatened, the school district shall take all reasonable actions to preserve all documents and records that pertain to the issue. Such actions shall be taken in particular when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

As soon as the school district is made aware of pending or threatened litigation, a litigation hold directive shall be issued by the records officer or his or her designee. The directive shall be given to all persons suspected of having records that may pertain to the litigation issue.

School district employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the school district's computer system. Such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold. E-mail and computer accounts of separated employees that have been placed on a litigation hold shall be maintained by the records officer until the hold is lifted.

The litigation hold directive overrides any records retention schedule that may otherwise call for the disposal or destruction of the records until the litigation hold has been lifted. No school district employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary actions, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

#### Settlement Agreements

A public written or electronic record of all settled claims shall be maintained. The record for all claims settled in the amount of fifty thousand dollars (\$50,000.00) or more (or one



percent of the total annual budget of the school district, whichever is less) shall include a written executed settlement agreement. The settlement agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of financial compensation, if any, paid by or to the school district or on its behalf. Any such settlement agreement shall be included as an agenda item on the next regularly scheduled public meeting of the board of education for information purposes, or for approval if required.

The record of any settled claim or settlement agreement shall be a public record, although specific portions of the record may be withheld from the public to the extent permitted or provided by law.

The foregoing does not apply to claims made in connection with insured or self-insured health insurance contracts.

Legal Reference:               Neb. Rev. Stat. §§ 84-712 to 84-713  
                                      Neb. Rev. Stat. §§ 84-1201 to 84-1227  
                                      Nebraska State Records Administrator Guidelines

It is the policy of the District to comply with the Every Student Succeeds Act (ESSA) and federal grant programs in which the District participates.

1. Authority to Sign Applications. The Superintendent is authorized to sign applications for any of the ESSA formula grants on behalf of the District and may delegate such authority to other administrators in the Superintendent's discretion. The Superintendent shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board of Education.
2. Supplement not Supplant. Federal funds shall be used to supplement, not supplant the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law. ESSA funds shall not be used to provide services otherwise required by law to be made available.
3. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff are to be assigned and curriculum materials and instructional supplies are to be distributed to the schools in such a way that equivalence of personnel and materials is ensured among the schools in compliance with the requirements of federal law.
4. Maintenance of Effort. The District shall maintain fiscal effort related to ESSA programs in compliance with the requirements of federal law.
5. Resources. The procurement of resources related to the ESSA programs, including contracts and purchase or service agreements for such program, shall be in accordance with the District's written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources such as staff, materials and equipment funded by Title I shall be used only for children participating in the program.
6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.
7. Identification of Eligible Children. The Superintendent and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.
8. Coordination of Services. Title I services shall be coordinated and integrated with the regular classroom, with other agencies providing services and with other federal, state and local programs.

9. Standards and Expectations. Students receiving services in Title I are held to the same standards and expectations as all other students.
10. Assessments. Students receiving services in Title I are assessed with the regular population without accommodations.
11. Parents' Right to Know. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:
  - (A) Whether the student's teacher—
    - (i) has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
    - (ii) is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    - (iii) is teaching in the field of discipline of the certification of the teacher.
  - (B) Whether the child is provided services by paraprofessionals and, if so, their qualifications.
12. Testing Opt-Out. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding any State or District policy regarding student participation in any State or District assessments, including the District's policy and procedure on the parental right to opt the child out of such assessment(s). The District shall also make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District assessment, including:
  - (A) the subject matter assessed;
  - (B) the purpose for which the assessment is designed and used;
  - (C) the source of the requirement for the assessment;
  - (D) the amount of time students will spend taking the assessment, and the schedule for the assessment; and
  - (E) the time and format for disseminating results.
13. Language Instruction Programs. At the beginning of each school year, if the District receives Title I funding, the District will implement an effective means of outreach to parents of English learners to inform the parents regarding how the parents can—
  - (A) be involved in the education of their children; and
  - (B) be active participants in assisting their children to—
    - (i) attain English proficiency;

- (ii) achieve at high levels within a well-rounded education; and
- (iii) meet the challenging State academic standards expected of all students.

The District will also inform parents of an English learner identified student of opportunities to participate in various school programs, as set forth in ESSA.

14. Other Requirements. The Superintendent shall take or cause other staff to take such action as required by law for the District to maintain compliance with ESSA and specific ESSA grant programs in which the District participates.

Legal Reference: ESSA

Policy Adopted: August 14, 2014  
Policy Revised: February 8, 2017  
Policy Reviewed: January 12, 2023

## **PERSONNEL**

### **Recruitment and Selection**

**3605**

The school district is an equal opportunity employer and shall employ the individual considered to be most qualified for each vacancy. Prior to filling any vacancy, the position shall be publicly advertised to seek applications from as many qualified applicants as possible. Each applicant for employment by the school district must possess the education and training necessary to perform the tasks for the position for which he or she has applied, and must be trustworthy, of good moral character, and willing and able to assume the responsibilities of the assigned duties.