

Ashland-Greenwood Public Schools
Board Agenda
Saunders County School District No. One
Monday, March 17, 2008
Library, Ashland-Greenwood High School
1842 Furnas Street
Ashland, NE 68003

Regular Meeting
7:30 p.m.

Notice: The school board, building and grounds committee of David Lutton, David Nygren and Suzanne Sapp will meet in the high school office area prior to the meeting beginning at 6:30 PM

If this agenda is not completed by 11:00 p.m., the meeting should be recessed to a later date.

1. Call to Order. Roll Call.
2. Acknowledgement of Open Meetings Law posting.
3. Approval of any changes in the mailed agenda.
4. Approval of Consent Agenda Action Items
 - A. Approval of minutes of previous meetings. Pages 1-4
 - B. Financial Reports: District Funds. Pages 5-14
 - C. Action on Claims. Pages 15-18
 - D. Special Education Contract: Heartland School
5. Visitors and Communications from the Public

No visitors have requested time on the agenda at this time.
6. Administrative and Practitioners Reports
 - A. Presentation on student response systems by Ms. Vicki Washburn, Ms. Laurie Duff and Mr. Matt Flynn
 - B. Ms. Teresa Bray
 - C. Mr. Ray Bentzen
 - D. Ms. Dottie Heusman
 - E. Mr. Craig Pease
7. Old Business
 - A. Consideration and Action to approve changes recommended by district legal counsel to 7000 series policies including revisions to 7143, 7210, 7211, 7212, 7400, 7420; adopting new policies 7010 and 7020; and the deletion of policy 7140. Pages 19-42
 - B. Consideration and action to approve the energy savings performance agreement contract with Trane.
 - C. Approval of contract for independent engineering review of the energy savings proposed by Trane under the energy savings performance agreement contract.

8. New Business

- A. Consideration and possible action to resolution to approve the amendment and addendum to the NJUMP Interlocal Agreement effective June 1, 2008. Pages 43-49
- B. Consideration and action on staff resignations as of the end of the 2007-08 school term.
Page 50
- C. Consideration and action to approve new vocal music teacher for 2008-09 school term.
Pages 51-53
- D. Consideration of staffing levels for 2008-09. Pages 54-55
- E. Review of legislation proposed in the Nebraska Unicameral that may impact the school district.
Pages 56-72
- F. Consideration of contract for school building principals. The board may want to take action to enter into executive session for discussion purposes.
- G. Review of changes in I.R.S. changes related to school sponsored 403(b) plans for employees.

9. Information Items

- A. Blue Cross Blue Shield Health Insurance renewal rates. Pages 73-74
- B. A letter from Jared Novtony Page 75
- C. Summary of changes to Rule 91 and 92 Pages 76-78

10. Other items presented by Board members for future consideration.

11. The next meeting is scheduled for April 7, 2008 in the Library at Ashland-Greenwood High School at 1842 Furnas Street in Ashland, NE 68003. I would like to recommend that we meet at 8:00 PM that evening due to a vocal concert that is set for that evening at the high school at 7:00 PM.

Notices:

COPY OF OPEN MEETINGS ACT: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the North wall of the meeting room west of the main entrance.

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

General Rules: Please remember that this is a meeting of the Board of Education held in public for conducting the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

**Ashland-Greenwood Public Schools
Board of Education
Meeting Minutes
February 18, 2008**

Opening

A meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened in open and public session following the public hearing at 4:00 p.m. on 18th day of February 2008 by President Suzanne Sapp.

Present

The roll was called and the following Board members were present: Randy Beranek, Melvin Cerny, Kevin Garner, David Nygren, David Lutton, David Nygren and Suzanne Sapp.

Notice of the meeting was posted in advance in the Superintendent's Office, 1225 Clay Street, Ashland, NE. Notice of this meeting was given in advance to all members of the Board of Education. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the public.

Call to Order

The meeting was duly called to order.

Announcement of Open Meetings Act Posting

At the beginning of this meeting, President Sapp announced and informed the public that a current copy of the Open Meetings Act is posted on the north wall of the meeting room, behind the board members.

Agenda Change

There was no change to the published agenda.

Consent Agenda

A motion was made by Nygren with second by Cerny to approve all of the items on the consent agenda. After discussion and on roll call vote, the board voted as follows: Voting yes: Beranek, Cerny, Garner, Lutton, Nygren and Sapp. Voting no: none. Motion carried.

Visitors and Communication from the Public

There were no visitors or communication from the public.

Administrative and Practitioners Reports

Mrs. Heusman reminded the board that February 29, Clay Anderson will be speaking to the Elementary and MS/HS students. The Clay Anderson day will have a community parade followed by a dinner at SAC Museum. Tickets are still available at local banks.

Mrs. Heusman reported to the board that at the March 17th board meeting three teachers will give a short presentation of the student response system Clickers being used in the classrooms.

Mrs. Bray reported to the board on two upcoming events at the Elementary School. She reported that on the evening of February 21st a kindergarten-parent meeting will be held

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Administrative and Practitioners Reports, continued

for 2008-09 Kindergarten Class. The 6th grade Science Fair will take place on Tuesday, February 26th and will hold an open house that evening.

Mr. Bentzen reported that Andy Mink won his second consecutive wrestling state championship. Andy will be the first champion for Ashland-Greenwood Public Schools to win two consecutive years. Bentzen congratulated Coach Beranek. Member Beranek added that the Ashland-Greenwood Public Schools place 18th in the state competition and that our conference schools fared well with six individual champions.

Mr. Bentzen also reported that the ACT Test Prep program would be starting March 4. This program is helpful for students preparing to take the ACT tests.

Mr. Bentzen reported that the girls basketball team won sub districts and would compete at the district basketball competition this Friday. The boys basketball team will compete tonight at the sub district competition at Roncalli Catholic High School.

Supt. Pease reported to the board that he had received a call from Dan Smith of D. A. Davidson & Co. advising him the district may want to look at refunding the bonds. Supt. Pease passed out a handout showing a \$48,000 savings for the district. Mr. Smith may be able to address the board to discuss the savings. Member Lutton questioned the actual savings over the extended period versus the cost of refinancing. Member Nygren asked if this was the only agent that did bonding for schools. Supt. Pease told board members that there were two firms that do most of the work in Nebraska with school bonds. Pease also stated that sometimes you can negotiate a lower fee from the fiscal agent. Member Cerny stated that if there could be a savings for the district they should listen to Mr. Smith's presentation.

Building Committee Meeting

Supt. Pease suggested the Building Committee meet for the purpose of discussing construction alternatives, acquisition of professional assistance, establishing an advisory committee and other matters related to possible consideration of facility improvements and expansion. Pease suggested this matter be moved to the end of the meeting when the board discusses the date and time of the next board meeting.

Capital Outlay Plan 2008

Consideration and action to approve the 2008-09 Capital Outlay Plan and authorize the Superintendent to implement the plan as approved.

Motion by Beranek with second by Nygren to approve the 2008-09 Capital Outlay Plan and authorize the Superintendent to implement the plan as approved. After discussion and on roll call vote, the board voted as follows: Voting yes: Beranek, Cerny, Garner, Lutton, Nygren and Sapp. Voting no: none. Motion carried.

Facility Improvement

Consideration and action to authorize the Superintendent to implement Facility Improvement Measures proposed by Trane.

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Facility Improvement, continued.

Resolution by Cerny with second by Lutton whereas the Board of Education authorizes the superintendent to implement a Performance Contract with Trane for the amount not to exceed \$327,325.000 for the Facility Improvement Measures discussed.

After discussion and on roll call vote, the board voted as follows: Voting yes: Beranek, Cerny, Garner, Lutton, Nygren and Sapp. Voting no: none. Motion carried.

Option Capacities 2008-09

Consideration and action to approve the option capacities for 2008-09 and to authorize the Superintendent to approve option enrollment applications within these established capacities.

Motion by Garner with second by Nygren to approve the option capacities for 2008-09 and to authorize the Superintendent to approve option enrollment applications within these established capacities. After discussion and on roll call vote, the board voted as follows: Voting yes: Beranek, Cerny, Garner, Lutton, Nygren and Sapp. Voting no: none. Motion carried.

NEW BUSINESS

7000 Series Policies

Supt. Pease presented the 7000 series policies to the board for review. He discussed several policies that need revising to update outdated language and outdated practices. Supt. Pease had sent these policies to the district's legal counsel for review. Legal counsel has recommended two new policies that deal with alternatives available to school districts for new construction and improvements. Discussion was held. The 7000 series policies will be brought back to the board for revisions at a later board meeting.

Information Items

The Ashland Greenwood Public Schools Foundation will hold their annual dinner to honor employees, students and graduates at 6:00 PM on Friday, April 4th. Tickets will go on sale in March.

Correspondence has been received from the Nebraska Department of Education approving our pre-school education program. Supt. Pease told board members that his is the second year of approval for the Pre-school education program. After the program has been approved three years in a row the district will receive state funding for the program.

Supt. Pease told board members that Blue Cross Blue Shield had released the 2008-09 rates. The program has changed from a two tier program to a four tier program, tiers include: Employee Only, Employee/Spouse, Employee/Children, Employee/Spouse /Children, Blue Cross Blue Shield is claiming a rate increase of 5.9% but Pease states the increase may actually be higher based on the actual tiers our district employees will be in.

Other business presented for future considerations

No other items were presented for future consideration during this session.

**Ashland-Greenwood Public Schools Board of Education Meeting February 4, 2008
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Adjournment

President Sapp adjourned the meeting at 4:52 p.m. The building committee will meet at 6:30 p.m. at the high school prior to the next regular board meeting. The next Regular Meeting will be held at 7:30 p.m. on Monday, March 17, 2008 in the Library of the High School at 1842 Furnas Street, Ashland, NE. An Agenda for the meeting, kept continuously current, is available for public inspection during normal business hours at the Superintendent's Office, 1225 Clay Street, Ashland, NE 68003.

Minutes submitted by:

Kevin Garner, Secretary

GENERAL FUND

Beginning Balance			\$ 2,655,022.08
<u>RECEIPTS</u>			
2/4/08 OPPD: Refund	\$	31.54	
2/11/08 NASB ALICAP: Insurance Reimb	\$	17,148.98	
2/13/08 Saunders County: Property Taxes	\$	73,512.15	
2/13/08 Saunders County CC: Prop Taxes	\$	10.45	
2/13/08 Saunders County: MV Taxes	\$	15,173.90	
2/13/08 Saunders County: Fines	\$	2,092.07	
2/13/08 Saunders Co: Pro Rate MV	\$	1,728.34	
2/13/08 Sarpy Co: MV Taxes	\$	75.29	
2/13/08 Sarpy Co: Pro Rate MV	\$	1.51	
2/13/05 R Jaeckel: Book donation	\$	3.00	
2/19/08 Cass Co: Property Taxes	\$	5,598.38	
2/19/08 Cass Co: Property Tax Credit	\$	25,949.37	
2/19/08 Cass Co; Fines	\$	1,489.28	
2/19/08 Cass Co: MV Taxes	\$	10,600.45	
2/19/08 Cass Co: MV Pro Rate	\$	757.67	
2/19/08 Cass Co: CC Property Taxes	\$	4.36	
2/20/08 State of NE: SA Sped 06-07	\$	42,531.00	
2/20/08 State of NE: IDEA Base Age 0-3	\$	8,842.00	
2/20/08 State of NE: IDEA Base Age 3-5	\$	281.00	
2/20/08 State of NE: Unknown	\$	900.00	
2/22/08 State of NE: Apportionment	\$	86,974.92	
2/22/08 State of NE: Title I	\$	4,342.00	
2/22/08 Saunders County: Property Taxes	\$	16,671.06	
2/22/08 Saunders County: MV Taxes	\$	6,674.10	
2/26/08 State of NE: Medicaid	\$	413.78	
2/26/08 State of NE: Medicaid	\$	267.47	
2/29/08 State of NE: State Aid	\$	194,630.43	
2/29/08 Cass co: Property Taxes	\$	3,635.92	
2/29/08 NSDLAF: Interest	\$	7,250.15	
Total			\$527,590.57 \$ 3,182,612.65
<u>DISBURSEMENTS</u>			
February Claims	\$	530,400.97	
Total			\$ 530,400.97 \$ 2,652,211.68
ENDING BALANCE			<u>\$ 2,652,211.68</u>
<u>RECONCILIATION</u>			
NSDLAF Balance	\$	2,291,683.69	
Plus: Deposit Error	\$	9.90	
Less: Clearing Error	\$	600.00	
Less: Outstanding Claims	\$	1,981.98	
	\$	2,289,111.61	
Plus: F&M National Bank Balance	\$	366,153.78	
Less: Disbursement in Transit	\$	3,053.71	
Reconciled Balance	\$	2,652,211.68	<u>\$ 2,652,211.68</u>

ADMINISTRATIVE OPERATIONS ACCOUNT

	Beginning Balance		\$	195.16
	<u>RECEIPTS</u>			
	Deposit GF check	\$	1,472.94	
	Total		\$	1,472.94
			\$	1,668.10
<u>Chk #</u>	<u>DISBURSEMENTS</u>			
4232	C Tucker, Nurse: Mileage		\$9.09	
4233	D Brokaw, Sec Instruct: Supplies		\$10.69	
4234	K Rung, Transp: Mileage		\$19.19	
4235	S Bentzen, Sec Instruct: Speech Judge		\$50.00	
4236	C Pease		\$79.13	
4237	NE NFL, Millard West HS; Sec Instruct: Entry F		\$125.00	
4238	Neumann Music Boosters, Elem Music: Entry F		\$50.00	
4239	Waverly HS, Sec Instruct: Speech Entries		\$90.00	
	Total		\$433.10	\$
				1,235.00
	Ending Balance			<u>\$</u>
				<u>1,235.00</u>
	<u>RECONCILIATION</u>			
	Bank Balance	\$	1,582.85	
	Less: Claims Outstanding	\$	347.85	
		\$	<u>1,235.00</u>	
	Reconciled Balance	\$	<u>1,235.00</u>	<u>\$</u>
				<u>1,235.00</u>

PAYROLL ACCOUNT

	Beginning Balance		\$	13,453.29
<u>RECEIPTS</u>				
General Fund	\$	357,813.93		
Hot Lunch	\$	14,094.77		
FM National Bank: Interest	\$	74.88		
Employee Life - Annual Premiums	\$	-		
Total			\$	371,983.58
			\$	385,436.87
<u>DISBURSEMENTS</u>				
Net Payroll	\$	236,975.41		
Retirement	\$	47,469.09		
State Tax Withholdings	\$	10,182.64		
Federal/FICA Taxes	\$	77,281.56		
Retiree Life Insurance Mo. Premium	\$	78.00		
Total			\$	371,986.70
			\$	13,450.17
Ending Balance				<u>\$ 13,450.17</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	63,715.64		
Claims Outstanding	\$	50,265.47		
	\$	13,450.17		
Receipts Outstanding				
Reconciled Balance	\$	13,450.17		<u>\$ 13,450.17</u>

EMPLOYEE BENEFIT (SECTION 125) ACCOUNT

	Beginning Balance		\$	13,577.27
<u>RECEIPTS</u>				
January Payroll Deposit	\$	9,005.32		
Centennial Bank: Interest	\$	3.77		
Total			\$	9,009.09
			\$	22,586.36
<u>DISBURSEMENTS</u>				
2/1/08 Payflex	\$	1,587.85		
2/8/08 Payflex	\$	3,941.65		
2/15/08 Payflex	\$	4,526.22		
2/22/08 Payflex	\$	1,845.17		
2/29/08 Payflex	\$	2,239.26		
Total			\$	14,140.15
			\$	8,446.21
Ending Balance				<u>\$ 8,446.21</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	8,446.21		
OS Claims				
	\$	8,446.21		
Outstanding Receipt				
Reconciled Balance	\$	8,446.21		<u>\$ 8,446.21</u>

SPECIAL BUILDING ACCOUNT

Beginning Balance				\$ 730,784.65
<u>RECEIPTS</u>				
02/13/08	Saunders County	Property Taxes	\$ 1,625.41	
02/13/08	Saunders County	Property Tax Credit	\$ 4,452.32	
02/13/08	Saunders County	Pro Rate MV	\$ 116.09	
02/19/08	Cass County	Property Taxes	\$ 457.45	
02/19/08	Cass County	Property Tax Credit	\$ 2,178.46	
02/19/08	Cass County	MV Pro Rate	\$ 50.89	
02/20/08	Sarpy Co	Pro Rate MV	\$ 0.10	
02/26/08	Saunders County	Property Taxes	\$ 1,221.24	
02/29/08	Cass County	Property Taxes	\$ 276.81	
02/29/08	F M National Bank	Interest	\$ 699.64	
02/29/08	NSDLAF	Interest	\$ 1,173.11	
Total			\$ 12,251.52	\$ 743,036.17
<u>DISBURSEMENTS</u>				
02/18/08	CYC Constrction Inc	Parking Lot Exp.	\$ 2,814.30	
Total			\$ 2,814.30	\$ 740,221.87
Ending Balance				<u>\$ 740,221.87</u>
<u>RECONCILIATION</u>				
	F&M Bank Balance		\$ 334,024.78	
	Plus: NSDLAF Investment Balance		\$ 406,206.99	
	Misdirected Deposit to General Fund		\$ 9.90	
	Reconciled Balance		<u>\$ 740,221.87</u>	<u>\$ 740,221.87</u>

QUALIFIED CAPITAL PURPOSE FUND

Beginning Balance				\$ 5,520.06
<u>RECEIPTS</u>				
02/29/08	F&M National Bank	Interest	\$ 5.88	
Total			\$ 5.88	
<u>DISBURSEMENTS</u>				
None				
Total			\$ -	
Ending Balance				<u>\$ 5,525.94</u>
<u>RECONCILIATION</u>				
	Bank Balance		\$ 5,525.94	
	Less: Outstanding Claims			
	Plus: Outstanding Deposits			
	Reconciled Balance		<u>\$ 5,525.94</u>	<u>\$ 5,525.94</u>

DEPRECIATION FUND

Beginning Balance					\$	361,955.44
<u>RECEIPTS</u>						
2/29/08	F M National Bank	Interest	\$	188.91		
2/29/08	NSDLAF	Interest	\$	586.17		
	Total				\$	775.08
					\$	362,730.52
<u>DISBURSEMENTS</u>						
None						
Total					\$	-
					\$	362,730.52
Ending Balance						<u>\$ 362,730.52</u>
<u>RECONCILIATION</u>						
	Bank Balance		\$	159,761.36		
	Plus: NSDLAF Investment Fund		\$	202,969.16		
	Less: Outstanding Claims					
			\$	362,730.52		
Reconciled Balance			\$	362,730.52		<u>\$ 362,730.52</u>

STUDENT FEE FUND

Beginning Balance					\$	5,506.75
<u>RECEIPTS</u>						
2/9/08	Ribeiro	Participation Fee	\$	20.00		
2/21/08	Meyer	ID Card	\$	5.00		
2/21/08	Krebs,Olsen,Kolarik	Cap & Gown Fees	\$	66.00		
2/22/08	Norstadt	Cap & Gown Fees	\$	22.00		
2/28/08	Wiig	Cap & Gown Fees	\$	22.00		
2/29/08	Centennial Bank	Interest	\$	2.17		
Total					\$	137.17
					\$	5,643.92
<u>DISBURSEMENTS</u>						
1128	David City PS	Dist Wr Admns - 2-8	\$	48.00	#	
1131	Randy Beranek	Reimb Dist WR Admits	\$	18.00		
1134	Omaha Roncalli	Sub Dist BBB Admits	\$	32.00		
1135	Michael Johnson	Winter Formal DJ	\$	310.00		
1136	Midlan Lutheran College	GBB District Admits	\$	224.00		
	Cash	Return of Admit fees	\$	(24.00)		
Total					\$	608.00
Ending Balance						<u>\$ 5,035.92</u>
<u>RECONCILIATION</u>						
	Bank Balance		\$	5,053.92		
	Outstanding Claims - Chk# 1131		\$	18.00		
Reconciled Balance			\$	5,035.92		<u>\$ 5,035.92</u>

HOT LUNCH ACCOUNT

	Beginning Balance		\$ 46,941.59
<u>RECEIPTS</u>			
Student and Staff Deposits	\$ 24,046.31		
Federal Reimbursement	\$ 11,524.45		
State Reimbursement	\$ -		
Snack Reimbursement	\$ 146.88		
F&M National Bank: Interest	\$ 75.57		
Total		\$ 35,793.21	\$ 82,734.80
<u>DISBURSEMENTS</u>			
Wages & Benefits	\$ 16,181.63		
Food	\$ 21,292.72		
Supplies	\$ 1,294.82		
Contracted Services	\$ 142.50		
Other			
Total		\$ 38,911.67	\$ 43,823.13
Ending Balance			<u>\$ 43,823.13</u>
<u>RECONCILIATION</u>			
Bank Balance	\$43,966.73		
Claims Outstanding	\$ 143.60		
	<u>\$43,823.13</u>		
Receipts Outstanding	\$0.00		
Reconciled Balance	<u>\$43,823.13</u>		<u>\$ 43,823.13</u>
Student and Staff Deposits Held on Account - End of Month			\$ 12,419.78

LOCAL BANK SECURITIES PLEDGE TO SCHOOL DISTRICT DEPOSITS & FDIC INSURANCE ON DEPOSITS

CENTENNIAL BANK

FDIC INSURANCE			\$ 100,000.00
U.S. GOVERNMENT SECURITY	(FHLB)	3133XFLG9	\$ 100,000.00
Total Secured			<u>\$ 200,000.00</u>

FARMERS AND MERCHANTS NATIONAL BANK

FDIC INSURANCE	FDIC INSURANCE		\$ 100,000.00
U.S. GOVERNMENT SECURITY	(FHLB)	3133X9UA6	\$ 250,000.00
U.S. GOVERNMENT SECURITY	(FHLB)	3133MYJC2	\$ 160,000.00
State of NE Political Municipal Bond	Ashland NEB HWY Allocation Fd LT	044403ET6	\$ 75,000.00
State of NE Political Municipal Bond	(Lan. Cnty NE Rural WTR Dist 1)	514005CL9	\$ 210,000.00
State of NE Political Municipal Bond	(Douglas County NEM Sam * IMPT)	2592827N5	\$ 50,000.00
State of NE Political Municipal Bond	(Douglas Cnty NEB San & Impt)	2592827E5	\$ 205,000.00
State of NE Political Municipal Bond	(Ashland NE SD ANTIC)	044403GP2	\$ 150,000.00
Total Secured			<u>\$ 1,200,000.00</u>

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING

Feb-08

Beginning Balance

\$41,417.54

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Description</u>	<u>Receipt</u>	<u>Disbursed</u>	<u>Balance</u>
ATHLETICS						\$ 43.33
2/1/08		Gate	HS Bball v. DC West	\$ 605.20		
2/4/08		Gate	A-G Wrestling Dual Tourney	\$ 452.00		
2/5/08		Gate	C-Team v. Omaha Mercy	\$ 86.00		
2/1/08	009497	Kyle DeBuse & Co	MS Basketball Off 2/7		\$ 150.00	
2/1/08	009498	Ray Manske & Co.	MS Girls Bball Officials 2/14		\$ 150.00	
2/1/08	009499	Ken Scheel	MS Girls Bball Official 2/7		\$ 150.00	
2/1/08	009500	Awards Unlimited, Inc.	Awards		\$ 400.11	
2/1/08	009501	Jeremy Broz	WrestlingTrny Official 2/2		\$ 280.00	
2/1/08	009502	Kyle DeBuse & Co	Boys Bball V Official 2/5		\$ 150.00	
2/1/08	009503	Luke Derowitsch & Co.	JV Girls Bball Official 2/5		\$ 90.00	
2/1/08	009504	Mike Evans & Co	Wrestling Trny Official 2/2		\$ 195.00	
2/1/08	009506	Hauff Sporting Goods Compan	Supplies		\$ 69.90	
2/1/08	009507	Lincoln High School Attn:ad	JV Wrestling Trny Fee 2/6		\$ 75.00	
2/1/08	009508	Ray Manske & Co.	JV Boys Bball Official 2/5		\$ 90.00	
2/1/08	009509	Nebraska Capitol Conference	Gate Fees 1-21		\$ 362.00	
2/1/08	009512	Pegler Sysco Food Services	Supplies		\$ 77.20	
2/1/08	009513	Phil Pisasale & Co	Wrestling Trny Official 2/2		\$ 195.00	
2/1/08	009514	Ken Scheel	C Team Girs Bball Off 2/4		\$ 90.00	
2/1/08	009515	Kevin Sheppard & Co	Varsity Girls Bball Official 2/5		\$ 150.00	
2/8/08		Gate	MS Girls Bball v. Yutan	\$ 247.00		
2/9/08		Gate	Girls Bball v. Conestoga	\$ 170.00		
2/10/08		Gate	C Team Bball v. Bennington	\$ 165.00		
2/12/08		Gate	Boys Bball v. Conestoga	\$ 215.00		
2/12/08		R Central	Dual Tourney Entry	\$ 110.00		
2/13/08		Gate	MS Wrestling V. Tec & Syr.	\$ 124.00		
2/14/08		Gate	MS Girls Bball v. Elm-Murdc	\$ 190.00		
2/18/08		Elmwood-Murdock HS	Golf Cooperative Share	\$ 795.57		
2/21/08		Boystown	Entry Fee Dual Wrestling	\$ 110.00		
2/22/08		David City	District Wrestling Reimbrsm	\$ 184.72		
2/27/08		Gate	MS Girls Bball	\$ 265.00		
2/29/08		Arlington	HS Wrestling Invite & Dual F	\$ 220.00		
2/29/08		Arlington	MS Wrestling Fees	\$ 70.00		
2/29/08		Elkhorn	Boys golf Entry	\$ 75.00		
2/29/08		Falls City	Track Entry Fee	\$ 140.00		
2/29/08		Palmyra;Plttvw;Wwater	MS Wrestling Fees	\$ 210.00		
2/29/08		Omaha Roncalli	C-1 Subdistrict GB Reimb	\$ 127.16		
2/29/08		Midland Lutheran	District Final GB Reimb	\$ 548.07		
2/14/08	009519	Kyle DeBuse & Co	Official MSGB 2/18		\$ 80.00	
2/14/08	009520	Chris Erickson	GB Official 2/8		\$ 120.00	
2/14/08	009521	Fort Calhoun Public Schools	MSWR Ent Fee 2/29		\$ 65.00	
2/14/08	009525	Greg Long & Co	JVGB Official 2/8		\$ 90.00	
2/14/08	009526	Ray Manske & Co.	MSGB Official 2/26		\$ 200.00	
2/14/08	009530	Bradley Wildeman	MS Wr. Official 2/14		\$ 130.00	
2/14/08	009531	Jeremy Winn	BB Official 2/1		\$ 30.00	
TOTALS				\$ 5,109.72	\$ 3,389.21	\$ 1,763.84
ATHLETIC EQUIPMENT						\$ 4,915.62
TOTALS				\$ -	\$ -	\$ 4,915.62
BAND						\$ 608.71
2/22/08		Various	Fundraising Proceeds	\$ 3,126.00		
2/14/08	009517	Arrow Stage Lines	Charter Bus Deposit		\$ 150.00	
TOTALS				\$ 3,126.00	\$ 150.00	\$ 3,584.71

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING

Feb-08

				Beginning Balance		\$41,417.54
Date	Check #	Payee	Description	Receipt	Disbursed	Balance
CLASS OF 2009						
						\$ 2,984.44
TOTALS				\$ -	\$ -	\$ 2,984.44
CLASS OF 2008						
						\$ 1,010.48
TOTALS				\$ -	\$ -	\$ 1,010.48
ELM BOOK FAIR						
						\$ 2,251.50
TOTALS				\$ -	\$ -	\$ 2,251.50
ELM STAFF						
						\$ 1,595.38
TOTALS				\$ -	\$ -	\$ 1,595.38
ELM STUDENT COUNCIL						
2/14/08	009529	School Specialty Supply/eda C Supplies			\$ 97.80	\$ 5,509.25
TOTALS				\$ -	\$ 97.80	\$ 5,411.45
FBLA						
2/4/08		Kwtkowski;Kresak	Fundraising Proceeds	\$ 47.00		\$ 4,430.34
2/1/08	009496	Grafton & Associates	Student Registration State Conf.		\$ 1,380.00	
2/1/08	009505	Grafton & Associates	Donation Scholarship Fun		\$ 25.00	
2/1/08	009510	Nebraska FBLA Foundation Tr	Foundation Scholarship Donation		\$ 100.00	
2/1/08	009511	Nebraska Chapter of March of	Donation		\$ 100.00	
2/27/08		Various	Data Match Sales	\$ 409.75		
2/14/08	009523	Grafton & Associates	Award		\$ 25.00	
TOTALS				\$ 456.75	\$ 1,630.00	\$ 3,257.09
FFA						
2/21/08		State FFA	Donation	\$ 200.00		\$ 4,644.16
TOTALS				\$ 200.00	\$ -	\$ 4,844.16
HONOR SOCIETY						
						\$ 826.61
TOTALS				\$ -	\$ -	\$ 826.61
HS STUDENT COUNCIL						
2/4/08		Gate/Concession Sales	Winter Formal	\$ 254.75		\$ 304.55
2/14/08	009522	The Gift Niche	HS Student Council: Supplies		\$ 72.00	
TOTALS				\$ 254.75	\$ 72.00	\$ 487.30
MS/HS STAFF						
						\$ 1,304.99
TOTALS				\$ -	\$ -	\$ 1,304.99
MS STUDENT COUNCIL						
						\$ 283.36
TOTALS				\$ -	\$ -	\$ 283.36
TALENTED/GIFTED ACTIVITES (Formerly OM)						
						\$ 707.96
TOTALS				\$ -	\$ -	\$ 707.96
SHOP						
						\$ 396.04
TOTALS				\$ -	\$ -	\$ 396.04

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Feb-08

Beginning Balance \$41,417.54

<u>Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Description</u>	<u>Receipt</u>	<u>Disbursed</u>	<u>Balance</u>
SPANISH CLUB						\$ 633.58
TOTALS				\$ -	\$ -	\$ 633.58
SPIRIT SQUAD						\$ 3,406.78
2/1/08		Mixan	Coffee Fundraiser	\$ 10.00		
2/1/08		Coon; Kwiatkowski	Coffee Fundraiser	\$ 34.00		
2/1/08	009516	Southern Gourmet Coffee Inc	Fundraiser Product		\$ 1,262.32	
2/14/08	009528	Nebraska Coaches Assn	State Cheer Champ		\$ 120.00	
TOTALS				\$ 44.00	\$ 1,382.32	\$ 2,068.46
SCHOOL STORE						\$ 2,583.17
2/1/08		NSBA Payschools	Lunch Deposits	\$ 160.00		
2/4/08		NSBA Payschools	Lunch Deposits	\$ 170.00		
2/5/08		NSBA Payschools	Lunch Deposits	\$ 110.00		
2/6/08		NSBA Payschools	Lunch Deposits	\$ 20.00		
2/7/08		NSBA Payschools	Lunch Deposits	\$ 200.00		
2/8/08		NSBA Payschools	Lunch Deposits	\$ 250.00		
2/11/08		NSBA Payschools	Lunch Deposits	\$ 100.00		
2/12/08		NSBA Payschools	Lunch Deposits	\$ 150.00		
2/13/08		NSBA Payschools	Lunch Deposits	\$ 140.00		
2/14/08		NSBA Payschools	Lunch Deposits	\$ 220.00		
2/15/08		NSBA Payschools	Lunch Deposits	\$ 50.00		
2/19/08		NSBA Payschools	Lunch Deposits	\$ 30.00		
2/20/08		NSBA Payschools	Lunch Deposits	\$ 30.00		
2/20/08		NSBA Payschools	Lunch Deposits	\$ 130.00		
2/21/08		NSBA Payschools	Lunch Deposits	\$ 110.00		
2/22/08		NSBA Payschools	Lunch Deposits	\$ 80.00		
2/25/08		NSBA Payschools	Lunch Deposits	\$ 40.00		
2/26/08		NSBA Payschools	Lunch Deposits	\$ 80.00		
2/27/08		NSBA Payschools	Lunch Deposits	\$ 200.00		
2/28/08		NSBA Payschools	Lunch Deposits	\$ 130.00		
2/29/08		NSBA Payschools	Lunch Deposits	\$ 110.00		
2/14/08	009518	Ashland-Greenwood Hot Lunch	Online Deposits		\$ 2,428.58	
2/12/08	ACH	NSBA Payschools	On-line Deposit Fees		\$ 111.42	
TOTALS				\$ 2,510.00	\$ 2,540.00	\$ 2,553.17
THESPIANS						\$ 1,235.39
2/9/08		Plattsmouth	Speech Entry	\$ 72.00		
2/14/08	009527	National Forensic League	Membership Fees		\$ 15.00	
TOTALS				\$ 72.00	\$ 15.00	\$ 1,292.39
VOCAL MUSIC/MUSICAL						\$ (43.37)
2/1/08		Koopman	Choir Donation	\$ 350.00		
2/13/08		UNK	Entry Fee Return	\$ 28.00		
2/14/08	009524	Hampton Inn	Lodging		\$ 350.00	
TOTALS				\$ 378.00	\$ 350.00	\$ (15.37)

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Feb-08

Beginning Balance \$41,417.54

<i>Date</i>	<i>Check #</i>	<i>Payee</i>	<i>Description</i>	<i>Receipt</i>	<i>Disbursed</i>	<i>Balance</i>
YEARBOOK/ANNUAL						\$ (373.27)
2/9/08		Midwest PT	Yearbook Ad	\$ 40.00		
2/21/08		HMA	Ad Sale	\$ 40.00		
2/21/08		Kolarik; Fosbender	Senior Video Order	\$ 20.00		
2/21/08		Olsen, Krebs	Yearbook Sales	\$ 60.00		
2/21/08		Kearnes-Pointer	Parent Yearbook ad	\$ 65.00		
2/22/08		Watson	Parent Yearbook ad	\$ 65.00		
2/27/08		Jewell	Senior Video Order	\$ 10.00		
2/27/08		Shrt;Vskmp;Hrshy;Wiig;Vst;Age	Yearbook Sales	\$ 185.00		
02/27/08		Andrsn;Voss;Widger	Yearbook Ad	\$ 195.00		
TOTALS				\$ 680.00	\$ -	\$ 306.73
INTEREST						\$ 2,158.54
2/29/08		Centennial	Interest	\$ 17.66		
TOTALS				\$ 17.66	\$ -	\$ 2,176.20
ACTIVITY FUND TOTALS ALL ACCOUNTS				\$ 12,848.88	\$ 9,626.33	\$ 44,640.09

Ending Balance	\$44,640.09
Plus: Outstanding Checks	\$1,962.32
Less: Outstanding Receipts	
Equals: Bank Balance	\$46,602.41

Ashland-Greenwood Public Schools
General Fund Disbursements
March 17, 2008

Page

March 17, 2008

Check	Payable to	Amount	Description
024045	Post Rock	\$ 12,109.89	All Areas: Heating Fuel
024047	Ashland-Greenwood Payroll Acct	\$ 217,734.54	Net Payroll
024064	AGEA	\$ 2,004.83	Employee Dues
024065	Ameriprise	\$ 100.00	Payroll Annuity Deduction
024066	American Funds Service Co.	\$ 1,135.00	Payroll Annuity Deduction
024067	Blue Cross/Blue Shield	\$ 63,688.04	Payroll Employee Health Ins
024068	Centennial Bank	\$ 8,885.44	Payroll Section 125 Deduct
024069	American General Life Ins	\$ 91.74	Payroll Annuity Deduction
024070	Guardian	\$ 645.41	Payroll Employee Life Prem
024071	Horace Mann	\$ 250.00	Payroll Annuity Deduction
024072	Hartford Life IPS	\$ 75.00	Payroll Annuity Deduction
024073	National Insurance Service	\$ 914.72	Payroll LTD Insurance Prem
024074	Ashland-Greenwood Payroll Acct	\$ 9,531.22	Payroll State Tax Wthhldg
024075	Ashland-Greenwood Payroll	\$ 71,290.43	Payroll Federal Tax Wthhldg
024076	Pioneering Investment Mangmnt	\$ 85.00	Payroll Annuity Deduction
024077	Putnam Retirement Plan Services	\$ 50.00	Payroll Annuity Deduction
024078	Retirement	\$ 44,352.54	Payroll Retirement Wthhldg
024079	United Of Omaha Life	\$ 35.00	Payroll Annuity Deduction
024080	Action Business Corporation	\$ 1,136.50	Instr: Supplies
024081	AmSan LLC	\$ 1,075.48	Custodial: Supplies
024082	Aquila	\$ 28.20	Elem Cust: Heating Fuel
024083	Ashland Auto Parts	\$ 240.43	Cust. Elem: Supplies
024084	Ashland Gazette	\$ 25.00	K-12 Media: Subscriptions
024085	Awards Unlimited, Inc.	\$ 555.75	Instr: Supplies
024086	Baylor Test Prep	\$ 4,300.00	Instr: ACT Test Prep Course
024087	BIZCO TECHNOLOGIES	\$ 1,240.00	Instr: Computer Tech.
024088	Teresa Bray	\$ 70.60	Elem Principal: Mllege
024089	City Of Ashland	\$ 1,841.50	All Areas: Water & Sewage
024090	Control Services, Inc.	\$ 3,835.84	Maint: Repairs to WR/Rooftop Furnaces
024091	Cornhusker Internatl Trucks, Inc.	\$ 1,052.65	Transp: Parts & Repairs
024092	The Cure Inc	\$ 305.00	Nurse: CPR Training
024093	Eakes Office Plus	\$ 255.15	Supt Office: Copier Usage
024094	Ferguson Enterprises Inc.	\$ 145.00	Maint: Supplies
024095	Follett Software Company	\$ 3,871.50	K-12 Media: Library Manager Software
024096	Hammond & Stephens	\$ 52.28	Instr: Supplies
024097	Harcourt Assessment, Inc	\$ 1,957.72	Instr: Testing Materials
024098	Heartland Foundation/School	\$ 2,565.00	Sped Instr: Tuition
024099	Hometown Leasing	\$ 118.00	Admin: Copier Lease
024100	J. W. Pepper Of Minneapolis	\$ 334.73	Vocal Music: Sheet Music
024101	Linweld	\$ 59.95	Voc Ag: Supplies
024102	MCI-Mega Preferred	\$ 117.05	All Areas: Long Distance Service
024103	Mead Lumber Co.	\$ 10.58	Maint: Supplies
024104	Midwest Office Automations	\$ 1,197.28	Instr: Copier Usage
024105	Modern Methods, Inc.	\$ 331.87	Instr: Copier Usage
024106	NASCO	\$ 101.11	HS Art: Supplies
024107	NASP	\$ 25.00	Bus Office: Dues
024108	Nebraska Scientific	\$ 193.70	MS Instr: Supplies
024109	No Frills Supermarket	\$ 89.52	All Areas: Supplies
024110	Lois Olson	\$ 70.00	Elem Instr: Intrepretor Services
024111	Omaha World Herald	\$ 1,128.32	Elem/MSSH Princip: Advertising

024112	OPPD	\$	7,353.09	All Areas: Electricity
024113	Pioneer Overhead Door Inc	\$	103.00	Transp: Door Openers
024114	PayFlex Systems USA Inc	\$	306.80	Employment Benefit
024115	Perry, Guthery, Haase & Gessf	\$	2,889.50	Admin: Legal Fees
024116	Pitney Bowes Postage	\$	500.00	All Areas: Postage
024117	Platte Valley Sanitation Inc	\$	325.00	Garbage/Recyclable Removal
024118	Pearson, Inc.	\$	2,984.40	Instr: PowerSchool Renewal Support
024119	Quill Corp	\$	407.43	All Areas: Supplies
024120	Reid's Variety	\$	15.45	Nurse: Supplies
024121	Reliable Plbg & Htg.	\$	97.18	Maint: Repair D7 Drain
024122	Renaissance Learning, Inc.	\$	90.52	K-12 Media: Computer Sftwr
024123	School Specialty Supply/eda C	\$	145.17	Custoidal: Computer Cord Mats
024124	Seton Identification Prod Co	\$	454.36	Maint: Supplies
024125	Shiffler Equipment Sales, Inc.	\$	265.83	MSSH Cust: Supplies
024126	Skyline Physical Therapy, Inc	\$	1,091.88	Physical Therapy
024127	Sparkling Klean	\$	4,705.70	Elem Cust: Cleaning Service
024128	Tech Depot	\$	55.00	Instr: Supplies
024129	Woodwind & Brasswind	\$	79.95	Instrumental Music: Supplies
024130	Todd Valley Plbg. & Htg	\$	7.48	Maint: Supplies
024131	University Of Nebraska	\$	300.00	Instr: Field Trip Fees
024132	USIS Commercial Services Inc.	\$	52.99	Transp: Professional Services
024133	U.S. Post Office	\$	204.66	Bulk Mailing
024134	Voyager Fleet Systems	\$	3,816.81	Transp/Maint: Fuel
024135	Wahoo-Waverly-Ashland News	\$	122.10	Board of Ed/Elem Prin: Adv. & Publish.
024136	Walkers Uniform Rental	\$	146.00	Uniform Rental
024137	Randy Wiese	\$	186.83	Sec Principal: Mileage
024138	Beverly Wiggs	\$	837.30	Occupational Therapy
024139	Willow Point Gallery	\$	308.16	K-12 Media: Framing
024140	Wilson Ribbon Co.	\$	237.48	Instr: Supplies
024141	The Wright Group/McGraw Hill	\$	60.31	Instr: Supplies
024142	Ashland Disposal	INC		Elem Waste Removal
024143	Administrative Operations Acct	INC		All Areas: Mileage, Entry Fees, Judging
024144	Winstream	INC		Local Telephone Service
024145	Blair High School	INC		District Music Entry Fees
024146	VISA	INC		
024147	Post Rock	INC		Heating Fuel

\$489,459.89

Authorized by:

President

Secretary

**Ashland-Greenwood Public Schools
General Fund Disbursements
February 18, 2007**

Page

February 18, 2007

Check	Payable to	Amount	Description
024043	VISA	\$402.76	Supplies, Travel Fees, Equip
024044	Windstream	\$1,140.21	All Areas: Local Service

Authorization:

President

Secretary

New Construction

Relations with the Public

~~The board intends to solicit information, advice, and opinions from the public and also to provide information to the public on all matters pertaining to new construction, except in those instances where statute or circumstances support the board's decision to withhold information, such as on plans to purchase real estate or figures supplied in sealed bids.~~

~~The board recognizes the need for the public's cooperation with and support of the district's programs, including new construction, and recognizes that such support is based, in part, upon the board's willingness and actions to involve the internal and external publics of the district in matters pertaining to the district.~~

Adopted: October 04, 1983

New Construction

Public Ceremonies

The board may conduct public ~~hearings~~ meetings on the need for new construction, public meetings to report on preliminary designs for new construction or for the opening of bids, or public ceremonies for ground breaking and dedication of new facilities.

Adopted: October 4, 1983

Revised:

New Construction

Architectural and Engineering Services

The board reserves the right to select architectural and engineering services through the process of bid-letting requests for proposals for such services.

The board reserves the right to specify which services are to be performed by an architectural or engineering firm and to accept or reject any or all proposals bids.

The board shall, upon the advice of the superintendent and the school attorney, enter into contracts for services from architectural or engineering firms or other agencies submitting bids proposals to perform services related to new construction. Such contracts shall specify the services to be performed and the fees for such services.

Legal Reference: R. R. S.
73-101 et. Seq. Public lettings and contracts

Adopted: October 4, 1983

ConstructionSelection

Architects and/or engineers ~~or project managers~~ for specific construction projects will be recommended by a selection committee to the board of education through the superintendent of schools. Members of the selection committee will be appointed by the board and will include the superintendent and board of education property and finance committee.

The guidelines for selection will be as follows:

1. The architect and/or engineer, ~~or project manager~~ must possess the school design experience necessary for the work.
2. The architect and/or engineer, ~~or project manager~~ must have the needed technical knowledge to control the design of the structure in order to secure the best results without waste of space or money.
3. The architect and/or engineer, ~~or project manager~~ must have the executive of business ability to compel the proper performance of contracts.
4. In special situations, such as facilities for individuals with physical disabilities ~~the handicapped~~, etc., he or she must have successfully done work of like character from which ability may be inferred.
5. Honesty, integrity, and fiscal responsibility are considered essential to the prudent use of school funds.
6. The architect and/or engineer, ~~or project manager~~ must have demonstrated the design ability (creativity) for the planning of a good school and the creation of aesthetic qualities.
7. The architect and/or engineer, ~~or project manager~~ must have the staff necessary for the task, and this staff must be organized to provide adequate supervision and perform the other functions in a satisfactory manner.
8. The architect and/or engineer, ~~or project manager~~ must have the ability and temperament to work cooperatively with others in the building program and have actual construction-remodeling-renovation experience; access to specialized, technical assistants from engineers and other consultants according to district need; and knowledge of building systems-heating/cooling, plumbing, electrical, and other mechanical systems.

Adopted June 18, 1990

Construction

Services

The services provided by the architect and/or engineer ~~or project manager~~ are to:

1. develop appropriate designs for facilities that meet the educational needs within the budget of the board.
2. prepare feasibility studies for additions, alterations, or renovations to existing buildings.
3. provide consulting services on technical matters or in support of legal proceedings or public hearings.
4. be responsible for all technical services included in the owner architect or owner-engineer agreement.
5. be available for such other services as required by the board within the scope of an agreement.

Adopted: June 18 1990

Revised:

BUSINESS OPERATIONS

Procedures-Bidding Constructions Projects

The District shall bid every project for the construction, remodeling, or repair of any school owned building or for site improvements when the contemplated expenditures for such project are forty thousand dollars or more. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidder, or representatives of the bidders, when the hour is reached for the bids to close.
2. Regular Manner of Advertisement for Bids: The notice to bidders for any project shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidder, or representatives of the bidders.
4. Additional Procedures ~~Labor and materials~~ Payment and performance bonds in the amount of the contract shall be provided by the person to whom the contract is awarded in a sum no less than the contract price, except for projects with a total cost of ~~five~~ fifteen thousand dollars or less, unless required by the bid notice or contract documents. Each bid for which a ~~labor and material~~ payment and performance bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriated for a particular project.

Legal Source:

Neb. Rev. Stat. §73-101 et seq.; Nev. Rev. Stat. § 73-106;
Neb. Rev. State § 52-119

Adopted: October 4, 1983
Revised June 21, 2004
Revised:

New Construction

Contracts

The board shall review and shall approve or reject all contracts, change orders, guarantees, surety bonds, insurance policies, workmen's protection clauses and contracts, and any other provisions for materials, goods and services (~~3300 et. seq.~~).

Legal Reference: R. R. S. 79-405 School district; body corporate; powers; name.

Adopted: October 4, 1983
Revised:

Concept and Roles in Construction

New Construction and Improvements to Existing Buildings

Educational Specifications, Facilities Studies, Construction Design and Delivery, Bids and Bidding, and Project Site Security

1. **Education Specifications - Generally:** The education specifications typically include the financial resources available for the project, the definition and character of classrooms, the functional use to be made of the rooms, description of specialized needs, the construction materials, quality and life cycle standards, and other pertinent information as the board deems necessary.

2. **Facilities Studies:**

A. **Facilities Study Committee:** Prior to remodeling or other construction of buildings and sites, the board may appoint a committee of consultants, employees, citizens, or others to assist the board in developing the specifications and master plan for the construction of new educational facilities or additions to or improvement of existing buildings and sites, and the schedule and sequencing thereof. Any such specifications and/or master plan shall be consistent with the education program, and shall provide the architect and/or Construction Manager as Constructor (CMC), Construction Manager at Risk (CMR) or Design Builder (DB) (as defined more fully below) retained for such project(s), if any, with the information necessary to determine the expected scope of use of the facility. It shall be within the discretion of the board to determine whether a committee shall be appointed.

B. **Facilities Study and Master Planning Consultants:** The board may engage the services of consultants (including architects, engineer, and/or CMC, CMR or DBs) or other personnel to study the needs of the School District's buildings and sites in providing the education program. The results of these services will be considered in planning the education program and in making decisions about the construction of new facilities, the improvement of or additions to existing facilities, and the acquisition of additional buildings and sites. It shall be the responsibility of the superintendent and/or board of education facilities planning committee, if any, to make a recommendation to the board regarding the need for such services and who should perform such services for the board.

3. **Building Construction Standards:** New school buildings, additions or improvements to existing school buildings or facilities, existing buildings considered to be used for the education program of the School District must meet, or upon improvement be able to meet, the educational specifications and construction materials, quality and life cycle standards established by the Board of Education. The Board of Education may retain such consultants as deemed necessary from time-to-time to establish these building construction standards.

4. **Retention of Design Services:** The board of education may retain the services of design professionals for the development of plans and specifications for the new school buildings, additions or

improvements to existing school buildings or facilities, and for existing buildings considered to be used for the education program of the School District.

5. **Method of Construction Delivery:** Prior to construction or renovation of buildings and sites the board shall make a determination of the construction delivery methods or methods allowed by law by which it will obtain construction services for a project or projects. If the board elects to use the Construction Management at Risk or Design-Build methods under the Nebraska Schools Construction Alternatives Act, Neb. Rev. Stat. 79-2001, et. seq., policies for the method chosen must first be established.

6. **Method of Advertising for Bids under CMC, CMR or DB as Constructor per Neb. Rev. Stat. § 73-106, or the Construction Management at Risk or Design-Build methods under the Nebraska Schools Construction Alternatives Act, Neb. Rev. Stat. 79-2001:** All portions of any public project involving the expenditure of School District funds for the construction, remodeling, or repair of any school-owned building or for site improvements having a total project cost of forty thousand dollars (\$40,000) or more, must be competitively bid, including all portions of project using the construction delivery methods of design-bid-build, CMC, CMR or DB as Constructor per Neb. Rev. Stat. § 73-106, or the Construction Management at Risk or Design-Build methods under the Nebraska Schools Construction Alternatives Act, Neb. Rev. Stat. 79-2001, or projects using a multiple prime contract method of construction delivery managed by a Construction Manager as Agent (CMA). For such projects the School District shall advertise for bids in the regular manner established by the Board of Education which shall accept or reject bids pursuant to Neb. Rev. Stat. § 73-101. The regular manner for advertising for bids under the CMA, CMC, CMR or DB as Constructor (CMC) per Neb. Rev. Stat. § 73-106, or the Construction Management at Risk (CMR) or Design-Build (DB) methods of construction delivery pursuant to the Nebraska Schools Construction Alternatives Act, Neb. Rev. Stat. 79-2001, is as follows:

A. Advertisement for Competitive Bids: As the Owner's representative, the CMA, CMC, CMR or DB shall advertise for competitive bids for all portions of the Work pursuant to the bid process adopted and designated by the Owner which may be placed in the Project Manual for each bid package, which shall provide as follows:

1. All contracts for work related to building construction, remodeling or repair or site improvements will be bid in accordance with state statutes in the regular manner established by the Board. All other contracts will be handled under current district policies and regulations.

2. Building construction, remodeling or repair or site improvement projects should be combined to the extent possible.

3. The regular manner established by the Board of Education for advertising for bids and Proposals for all contracts for the construction of all improvements and work listed for the Project through the Superintendent of Schools, or his/her designee, shall be by: (a) preparing invitations for bids and proposals and proposed contract documents; (b) publishing public notice which includes the general nature of the proposed work, fixes the hour, date, time and place where such bids and proposals shall close, or be received or opened, and provides the name and telephone number of a person to be contacted by anyone interested in submitting a bid and proposal to contract for such work in a newspaper of general circulation in the School District at least fourteen (14) days prior to bid and proposal opening

and providing other public notice; (c) establishing evaluation criteria, interview and selection procedures which may include consultations with one or more bidders according to the requirements of any federal, state, and local laws applicable, with the board giving approval to and making the award of any final contracts; and (d) preparing, signing, executing and delivering all documents, and taking or causing to be taken all other necessary or appropriate action to complete the bidding and proposal process for each contract; and that the above shall and is hereby determined to be the regular manner established by the Owner for advertising for bids and proposals for all contracts for the Project.

4. The above regular manner established by the board relates to all forms of construction, remodeling, or repair and all contractors and subcontractors, including the various forms of construction delivery CMA, CMC, CMR or DB and any subcontracts thereunder.

5. In implementing the forgoing bid process the CMC, CMR or DB shall be generally responsible for, but not limited to:

- a. SCHEDULE FOR LETTING BIDS: Establish a schedule for letting bids for each portion of the Work pursuant to a Critical Path Method Schedule (CPMS) established for the Project to be prepared by the CMA, CMC, CMR or DB and provided to the School District/Owner;
- b. DATES FOR ADVERTISEMENT OF BIDS: Establish dates for advertising for and opening of bids;
- c. LOCATION OF BID OPENING: Establish location for opening bids;
- d. PUBLICATION OF BIDS: Arrange for publication of advertisement for bids, which publication shall fix the day and hour upon which the bids shall be returned or received, and the date, hour and location the bids will be opened, and that the bids shall be opened in the presence of the bidders, or representatives of the bidders, when the hour is reached for the bids to close;
- e. PROVISION OF CONSTRUCTION DOCUMENTS: Provide to all prospective bidders the Plans and Specifications for the portion of the Work being let for bids;
- f. PRE-BID CONFERENCES: Conduct pre-bid conferences with firms interested in submitting bids as Subcontractors following the GCPMS for the Project;
- g. SPECIFY REQUIRED INFORMATION FROM BIDDERS: Confirm with all prospective Subcontract bidders that they will provide all information requested of bidders on the Work required by the Owner in the bid documents;
- h. PRESENCE AT BID OPENINGS: Be present at all bid openings;
- i. EVALUATION OF BIDS: In consultation with the Owner and Architect, evaluate each bid and bidder, and assist the Owner in determining which bids will be accepted as the lowest responsible bid for portions of the Work being bid. For purposes of this Agreement, the term "lowest responsible bidder" shall mean financial responsibility, the general ability and capacity of the bidder to perform the Work, the bidder's facilities and suitability for the task, and those qualities which the

bidder must necessarily have in order to be able to perform the contract strictly in accordance with its terms;

j. BIDDING BY CMC, CMR or DB: Should the CMC, CMR or DB or a construction contractor in any way affiliated with the CMC, CMR or DB as defined by the Owner submit a bid for a portion of the Work being let for bids, the same procedures and processes as required of all bidders shall be followed, and the bid of the CMC, CMR or DB or a construction contractor affiliated in any way with the CMC, CMR or DB may only be accepted if such bid is the lowest responsible dollar amount bid;

k. CONFORMANCE BY MATERIAL SUPPLIERS: Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the bidding provisions herein.

l. REBIDDING OF WORK: In cooperation with the Architect and Owner, the CMC, CMR or DB shall assist with the rebidding of any portion of the Work for which no satisfactory bid has been received;

m. BID BONDS: The CMC, CMR or DB shall require bidders to submit bid bonds or other bid security and, as applicable, payment and performance bonds and certificates of insurance acceptable to the CMC, CMR or DB and Owner as a prerequisite to bidding on portions of the Work to be performed by Subcontract.

7. Project Site Security Plan:

A. General Conditions of Contract: The General Conditions of Contract for any School District project shall be the AIA A201, 1997 or AIA A201 CMA - 1992, as applicable, which shall be supplemented to include the following provision:

§ 3.4.2.3 If selected, the Contractor shall not assign any individual or agent to any work on an awarded project with a criminal record of a serious nature as defined by the School District/Owner's policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. The Contractor shall authorize and give consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

B. Project Site Security Protocol:

1. Prior to performing any work or entering on the Project Site, all contractors and subcontractors, and suppliers and materialmen shall sign a "Contractor/Supplier Criminal Records Certification", a copy of which is attached hereto, certifying that such contractor shall not assign to work on any Ashland-Greenwood Public School District building project an employee having a criminal record as defined by the School District/Owner's policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault;

(c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Such certification shall remain on file at all times during the contractor's presence on the site.

2. The CMC, CMR or DB shall establish a school building construction site security protocol which shall include providing all employees of the contractors, employees of sub-contractors to the contractors, and other project related personnel with a "Project" badge or sticker created by the CMC, CMR or DB; each badge or sticker shall have a unique identifier number. This unique identifier number must be logged by the CMC, CMR or DB's Site Superintendent or Project Manager so as to associate each individual's name and company with the number on the badge. A copy of the log shall be kept at all times in the office of the CMC, CMR or DB's Site Superintendent and must be submitted to the Superintendent's Office at the end of each week. If wearing the CMC, CMR or DB provided "Project" badge is not desirable and will interfere with the work being performed by that individual, the CMC, CMR or DB shall provide a sticker with the necessary information for identification for affected personnel, which shall include the unique number on the identification. This sticker may be affixed to the individual worker's hard hats. All means of identification other than what is provided by the CMC, CMR or DB must be approved by the CMC, CMR or DB's on-site Superintendent or Project Manager prior to implementation by the contractor. Identification must be visible at all times. Personnel failing to comply with the job-site security requirements may be required by the CMC, CMR or DB or School District personnel to leave the job-site.

3. A copy of the list of properly certified workers and other personnel authorized to be on the work site shall be provided by each contractor to the CMC, CMR or DB for the Project and kept in the on-site offices.

Legal Reference: Neb. Rev. Stat. § 73-101; Neb. Rev. Stat. § 73-106; Nebraska Schools Construction Alternatives Act, Neb. Rev. Stat. 79-2001, et. seq.

Approved _____ Reviewed _____ Revised _____

Concept and Roles in Construction

New Construction and Improvements to Existing Buildings

Construction Management at Risk under the Nebraska School Construction Alternatives Act,
Neb. Rev. Stat §§ 79-2001, et. seq. - Construction Delivery Method

1. **Introduction:** The Board of Education has determined that it is in the best interests of the School District/School District/Owner to take all necessary action in order to authorize the School District/School District/Owner to enter into a construction management at risk (CMR) contract for purposes of allowing the School District/School District/Owner to avail itself of the construction management at risk construction delivery method and process pursuant to Nebraska Schools Construction Alternatives Act, Neb. Rev. Stat. 79-2001, et. seq. (hereinafter "NCSA Act"). Pursuant to the NSCA Act, the Board of Education hereby adopts the following policies for entering into a construction management at risk contract and the general terms of such contract.

2. **Terms Defined:**

A. "Construction management at risk contract" means a contract developed under the terms and conditions of this policy by which a construction manager (a) provides services as a construction consultant to the School District/School District/Owner during the design phase of the project when the School District/School District/Owner's architect or engineer designs the project; (b) assumes the legal responsibility to deliver a construction project for a contracted price, also known as a "guaranteed maximum price" or "GMP"; and (c) is the builder during the construction phase of the project, subject to the School District/School District/Owner's bidding requirement established by this policy and other School District/School District/Owner policies, and the construction management at risk contract;

B. "Construction Manager" or "CMR" means the legal entity which proposes to enter into a construction management at risk contract under this policy;

C. "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 under this policy;

D. Request for proposals means the documentation by which the School District/School District/Owner solicits proposals.

3. **Department of Education Authorization:** Pursuant to Neb. Rev. Stat. §79-2014, there is a limitation on the number of contracts that may be executed under the NSCA Act based upon the dollar amount of the contract for construction management services. Prior to initiating the CMR process on a specific construction project, the Administration of the School District/School District/Owner shall request of the State Department of Education, which pursuant to Neb. Rev

Stat. § 79-2010(4) is the repository of all construction management at risk contracts executed under the NCSA Act, a written confirmation of the current eligibility of the proposed project to proceed under the limitations established by Neb. Rev Stat. § 79-2010(4).

4. **Board Selection of CMR Method and Process and Direction to Prepare RFP:** Upon receipt of written determination of the eligibility of the specific construction project under the NCSA Act from the Nebraska Department of Education, the Board of Education of the School District/School District/Owner shall then adopt a resolution to select the construction management at risk under the NCSA Act as the method and process of construction delivery of the specific project and authorize and direct the Administration of the School District/School District/Owner in conjunction with the architecture or engineering firm retained for the specific project to prepare a request for proposals in accordance with the NCSA Act and this policy. See, Appendix "A".

5. **Duties of Architect and/or Engineer for the Project:** Prior to proceeding with any construction project under the NCSA Act exceeding a total anticipated cost equal to or in excess of the amount established in Neb. Rev. Stat. § 81-3445, as amended from time to time, the School District/School District/Owner shall retain the services of an architect and/or engineer for such project, to provide design services including the preparation of plans, specifications, and estimates, and observe construction. If the Board of Education selects the construction management at risk method of construction delivery under the NCSA Act, such services shall include consultation and participation in the evaluation of proposals received for such position, and participation on the selection committee for the position of construction manager at risk provided for in the NCSA Act.

6. **Procedures for the Preparation and Content of Requests for Proposals:** The Administration, in consultation with School District/School District/Owner legal counsel and the project architect and engineer, shall prepare the request for proposals for the position of construction manager at risk under the NCSA Act. The School District/School District/Owner shall prepare a request for proposals for each construction management at risk contract in accordance with this section. At least thirty (30) 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/School District/Owner and filed with the State Department of Education. The request for proposals shall include the following documents:

A. Notice to Construction Management firms of the School District/School District/Owner's request for proposals which shall establish (1) the day of any pre-proposal conference; (2) the day upon which such proposals shall be returned, received, or opened, as provided by other statutes; and, (3) the hour at which such bids shall close, or be received or opened, and they shall also provide that such bids shall be immediately and simultaneously opened in the presence of the bidders, or representatives of the bidders, when the hour is reached for the bids to close;

B. Invitation to submit proposals and instructions to prospective construction management at risk firms, which shall include:

(1) An invitation to submit proposals with a brief description of the project, instructions to bidders, and standard notices and reservations of rights as follows:

" NOTICE: By submitting a bid, each bidder agrees to waive any claim it has, or may have, against the School District/School District/Owner and the Architects retained by the School District/School District/Owner, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract."

And,

"The School District/School District/Owner reserves the right (a) to terminate the bid process at any time; (b) to reject any or all bids; and (c) to waive formalities and minor irregularities in the bids received.

The School District/School District/Owner further reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District/School District/Owner to be necessary for the successful performance of the contract."

(2) A description of the scope and nature of the project, the project site, the project schedule and estimated budget;

(3) Requirements for the proposal, including:

(a) A description of the CMR's project team and organization of such team;

(b) Fee proposal, if required by the School District/School District/Owner as part of the RFP;

(c) A description of the limitations, if any, on expenses to be reimbursed;

(d) Insurance and surety bond requirements;

(e) Preliminary project schedule;

(4) Description of the general scope of services to be provided by the CMR, which may include:

(a) Project financing phase informational services;

(b) Scope of project definition;

(c) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(d) Cost estimation and preliminary guaranteed maximum price submittals to the School District/School District/Owner;

(e) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective bidders for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District/School District/Owner with regard to bids submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

(f) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).

(5) Information of pre-bid conference, if any required, and attendance requirements at such conference.

(6) Bid procedure, including:

(a) Questions and clarification or interpretations of the bid documents;

(b) Method of handling addenda to bid documents;

(c) Procedure for modification or withdrawal of bids;

(d) Bid due date and opening including date, time, location and methods of submittal of bids;

(e) Selection team;

(f) Selection procedure and evaluation criteria and the relative weight of each criterion;

(g) Interview process;

(h) Contract negotiation process;

(i) Contract execution process.

C. Agreement between Saunders County School District 78-0001, a/k/a Ashland-Greenwood Public School District and the construction manager at risk under the Nebraska School Construction Alternatives Act, Neb. Rev. Stat. §§ 79-2001 et. seq., prepared by School District/School District/Owner legal counsel.

D. AIA Document A201/CMA™ - 1992 - General Conditions of the Contract for Construction where the Construction Manager is NOT a Constructor, 1992 Edition, AS MODIFIED;

E. Payment and performance bond and guaranteed maximum price bond requirements for the construction manager at risk;

F. Insurance requirements which shall provide that the construction manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the construction manager from claims set forth below which may arise out of or result from the construction manager's operations under the contract and for which the construction manager may be legally liable, whether such operations be by the construction manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Construction Manager's employees;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager's employees;

(4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Construction Manager, or (2) by another person;

(5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

(6) Claims for damages because of bodily injury, death of a person or property damage arising out of School District/Ownership, maintenance or use of a motor vehicle; and

(7) Claims involving contractual liability insurance applicable to the construction manager's obligations.

G. The CMR organizational chart; and,

H. Policies adopted by the School District/School District/Owner governing the CMR construction process.

7. ***Procedure and Standards to be Used to Pre-qualify Construction Manager***

Candidates: The procedures and standards to be used to pre-qualify construction managers will evaluate prospective construction managers based upon the information submitted to the School District/School District/Owner in response to the request for proposals, and an evaluation of such information by the Selection Committee based upon the criteria for evaluation of proposals and the relative weight to be given each criterion.

8. ***Procedures and Standards for Preparing and Submitting Proposals:***

A. Notices: The prospective construction managers shall be provided the following notices regarding the project and its legal parameters:

(1) NOTICE: THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE NEBRASKA SCHOOLS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. 79-2001 et. seq.

(2) NOTICE: By submitting a bid, each bidder agrees to waive any claim it has, or may have, against the School District/School District/Owner and the Architects retained by the School District/School District/Owner, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract.

(3) Notice of the following provisions related to the request for proposal process:

(a) Attendance at pre-proposal conference (if required).

(b) A process for answering pre-bid questions or requiring clarification or interpretation of the bidding documents.

(c) A process to provide for interpretations, corrections, and changes of the request for proposal documents to be made by addendum.

(d) A notice providing that:

(i) A proposal may not be modified, withdrawn or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of proposals/bids, and each bidder so agrees in submitting a bid.

(ii) A submitted proposal may be may be modified or withdrawn prior to the time and date designated for receipt of proposals by notice to the party receiving Proposals/Bids at the place designated for receipt of Proposals/Bids; such notice shall

be in writing over the signature of the Bidder, and any such change shall be so worded so as not to reveal the amount of the original Bid.

(iii) A withdrawn proposal may be resubmitted up to the date and time designated for the receipt of proposals provided that they are then fully in conformance with the request for proposals.

(iv) The proposing firm's signature on the proposal is the proposing firm's guarantee that the content of the proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District/School District/Owner from obtaining the lowest competitive price.

(v) Proposals due at a specified date and time must be received at School District/School District/Owner's location by the date and time specified to receive consideration. Proposals received after the specified date and time are considered late, and shall not be opened.

B. Reservation of Rights:

(1) The School District/School District/Owner reserves the right (a) to terminate the bid process at any time; (b) to reject any or all bids; and (c) to waive formalities and minor irregularities in the bids received.

(2) The School District/School District/Owner further reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District/School District/Owner to be necessary for the successful performance of the contract.

C. Requirements For Proposal. The Selection Committee to be approved by the School District/School District/Owner's Board of Education will select firms to be interviewed using the evaluation criteria as defined in the Invitation for Bids. Each bidder shall be required to submit ten (10) copies of their written bid and proposal, unless more or less are specified in the RFP. Bids and proposals submitted by interested firms must include the following elements in the order listed:

- (1) A description of the CMR's project team and organization of such team;
- (2) A fee proposal, if required by the School District/School District/Owner as part of the RFP;
- (3) A description of the CMR's approach to the submission, reporting and approval of expenses to be reimbursed;
- (4) A certification of compliance with insurance and surety bond requirements.

- (5) A preliminary project schedule.
- (6) A narrative of firm's philosophy.
- (7) Completion and submission of the questionnaire included in the invitation for bids.

9. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. §§ 79-2010 and 79-2011:*** The School District/School District/Owner shall 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 pursuant to Neb. Rev. Stat. § 79-2011.

A. **Referral to Selection Committee:** In evaluating proposals in accordance with Neb. Rev. Stat. § 79-2010, the School District/School District/Owner shall refer the proposals for recommendation to a selection committee.

B. **Make-up of Selection Committee:** The selection committee shall be a group of at least five (5) persons designated by the School District/School District/Owner. 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 when evaluating proposals from construction managers under Neb. Rev. Stat. § 79-2010, (4) any person having special expertise relevant to selection of a construction manager under the Nebraska Schools Construction Alternatives Act, and (5) a resident of the School District/School District/Owner other than an individual included in subdivisions (1) through (4) of this subsection.

C. **Members No Pecuniary Interest:** 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/School District/Owner or the performance-criteria developer.

D. **Evaluation Criterion:** The selection committee and the School District/School District/Owner shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) 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 or construction manager to complete the project, ten percent;
- (2) The ability of the proposed personnel of the design-builder or construction manager to perform, thirty percent;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder or construction manager, thirty percent;

(4) The quality of performance on previous projects, thirty percent;

(5) The ability of the design-builder or construction manager to perform within the time specified, thirty percent;

(6) The previous and existing compliance of the design-builder or construction manager with laws relating to the contract, ten percent; and

(7) Such other information as may be secured having a bearing on the selection, twenty percent.

E. Examination of Proposals: Following the opening of the proposals, the Selection Committee will examine the proposals and supporting documentation submitted by all candidates. The selection of the CMR for the Project shall be based upon a careful and objective consideration of the proposals and the ability of each firm submitting a proposal to perform the services described in this Invitation for Proposals and the requirements of any federal, state, local laws and regulations and School District/School District/Owner policies and regulations that are applicable to the Project.

F. Interviews of Candidates: To further assist the Selection Committee in evaluating each proposal to determine which candidate best meets the criteria in the request for proposals, the Selection Committee Board may at its election determine to interview such candidate(s).

G. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The committee shall appoint a board member or district employee to keep the minutes of the committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

H. Rejection of Proposals: The School District/School District/Owner shall have the right to reject any and all proposals. The School District/School District/Owner may subsequently solicit new proposals using the same or different project performance criteria.

10. **Contract Negotiations:**

A. Negotiations with Highest Ranked CMR: The School District/School District/Owner shall 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. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.

B. Negotiations with Second Highest Ranked CMR, etc. If the School District/School District/Owner is unable to negotiate a satisfactory contract with the highest ranked construction manager, the School District/School District/Owner may terminate negotiations with that construction manager. The School District/School District/Owner may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations. If the School District/School District/Owner is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the School District/School District/Owner may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.

C. Requirement of Execution of Written Contract: No contractual rights shall be created between the construction manager at risk and the School District/School District/Owner until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District/School District/Owner, and executed by all parties thereto.

D. Insurance and Bonding: The contract shall provide that the CMR shall provide insurance coverage for the Project which shall not be less than the amounts listed in the contract as set forth in the Request for Proposal; such insurance coverage shall include general liability (Project specific), automobile liability, and workers' compensation. Further, the CMR shall provide the School District/School District/Owner with a payment and performance bond for the cost of the services of the CMR and estimated expenses to be reimbursed, and a guarantee bond in the amount of ten percent (10%) of the guaranteed maximum price for the project.

E. Filing of CMR Contract: The School District/School District/Owner shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the department.

F. Unsuccessful Negotiations with CMR Candidates: If the School District/School District/Owner is unable to negotiate a satisfactory contract with any of the ranked construction managers, the School District/School District/Owner may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process.

G. Modification of CMR Contract: A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the School District/School District/Owner 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.

11. **Contiguity of Building Site:** The CMR contract shall not be used for a construction project with locations on parcels of land which are not contiguous except for specialty maintenance projects.

12. **Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the CMR Contract:**

A. Protest Relation to Solicitation:

(1) Request for Proposals, Notice, and Pre-Bid Process and Procedures: A CMR candidate seeking to protest the policies adopted by the Board of Education pursuant to the Nebraska Schools Construction Alternatives Act, Neb. Rev. Stat. 79-2001, et. seq. and the form or content of the request for proposals promulgated by the School District/School District/Owner, or the notice of the request for proposal, or any pre-bid process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the request for proposals.

(2) Bid Opening, Evaluation and Ranking of CMR Candidates: A CMR candidate seeking to protest the bid opening process used by the School District/School District/Owner must file such protest within seven (7) calendar days from the date of the bid opening.

(3) Evaluation and Ranking of CMR Candidates: A CMR candidate seeking to protest the process and procedures used by the Selection Committee in evaluating and/or ranking the CMR candidates must file such protest within seven (7) calendar days from the date the Selection Committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the Selection Committee.

B. Negotiation or Execution of CMR Contract: A CMR candidate seeking to protest the process and procedures used by the School District/School District/Owner in the negotiation or execution of the construction management at risk contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the construction management at risk contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Nebraska Schools Construction Alternatives Act, Neb. Rev. Stat. 79-2001, et. seq.; 81-1701 et seq.; and 84-712

Adopted:

RESOLUTION
FOR AMENDMENT AND ADDENDUM TO
NJUMP
INTERLOCAL AGREEMENT
Effective June 1, 2008

WHEREAS, participant has previously entered into an interlocal agreement with other public entities to form and participate in the Nebraska Joint Utilities Management Program (otherwise referred to as NJUMP) as authorized by the Interlocal Cooperation Act, Neb Stat. §13-801 and

WHEREAS, participant is allowed to participate in said cooperative undertakings; and

WHEREAS, the current interlocal agreement will automatically renew July 1, 20__ , and

NOW THEREFORE, BE IT RESOLVED that the governing board hereby:

1. Declares the board will continue participation in NJUMP and hereby accepts the Participation Agreement which is attached to this resolution and which renews and amends the original interlocal agreement.

After motion duly made by _____ and seconded by _____, the following members voted by roll call vote in favor of passage and adoption of the said Resolution:

The following members voted against the same:

The following members voted absent or not voting:

PASSED AND APPROVED this _____ day of _____, 20__.

Participant Name (*School, ESU or Community College*) _____

Signature from an Official of the Participant _____

Please print name and title _____

**INTERLOCAL AGREEMENT
FOR
THE PURCHASE OF NATURAL GAS AND RELATES SERVICES**

This Interlocal Agreement for Natural Gas and Related Services ("Agreement") is made and entered into by and between separate political subdivisions of the State of Nebraska.

The Interlocal created through this Agreement will be referred to as Nebraska Joint Utilities Management Program (NJUMP).

The Nebraska Association of School Boards (NASB) is a corporation formed by Nebraska public school boards to stimulate and contribute to the continuing improvement of public elementary and secondary education including increased efficiency and economy for the ultimate benefit of Nebraska citizens. NASB shall assist in exploring the functions related to the necessary administrative and management services required by this Agreement.

Nebraska law permits two or more public agencies to enter into arrangements defined under Nebraska statutes as Interlocal Cooperatives.

Participant shall mean (a) a public school as defined in §79-101, (b) an educational service unit established under §79-2201, and (c) a technical community college established under §79-2636.

Authority:

Participant has the authority to procure and is responsible to ensure adequate natural gas service for its facilities.

Participant has the authority to enter into any contracts to effectuate its responsibilities relating to procurement of natural gas and energy related services.

Participant desires to enter into this agreement to provide reliable, cost effective natural gas and energy related services for its facilities.

Participant contemplates on taking necessary and appropriate actions to support the objective of providing cost effective natural gas and energy related services for its facilities.

Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §§ 13-801 et seq., (the "Act"), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of power, privilege or authority exercised or capable of exercise individually by such public agencies. Participants are public agencies within the meaning of the Act.

Purpose:

It is the purpose of this Agreement for Participants to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and timely providing services and facilities as identified in this Agreement and in any addendum to this Agreement that will accord best with the geographic, economic, population and other factors influencing the needs and development of local political bodies.

Participation:

Participant hereby agrees to participate in NJUMP under the terms of this Agreement and the Bylaws of NJUMP. ~~After May 31, 2007,~~ Only those Participants who are members of the Nebraska Association of Schools Boards shall be eligible to participate in NJUMP. Final determination of membership into NJUMP must be approved by the NJUMP Board or a committee thereof.

Administration:

In order to carry out the purposes of NJUMP, NJUMP may exercise and enjoy all powers, privileges, and authority exercised and capable of exercise by an Interlocal created pursuant to the Act, including, but not limited to the power to issue bonds or other obligations on behalf of Participants as a body as a whole.

NJUMP shall be administered by a Board of Trustees consisting of two voting ex-officio members and nine (9) persons, who are elected officials or appointed officials of the member Participants. The nine members of the Board of Trustees shall be elected by a vote of the Board of Directors of NASB. A person elected to the Board of Trustees shall serve for a three year term. A vacancy on the Board shall be filled by the vote of the Board of the Directors of NASB. The person appointed to fill a vacancy shall serve for the remainder of the term of the vacating Trustee. Each board member shall be entitled to one vote in all matters that come before the board. The two ex-officio members to the board shall be the current President of the NASB and the Executive Director of the NASB.

Initial nominations for members of the NJUMP Board shall be made by the Executive Director of NASB, who shall nominate at least one person for each of the nine elected positions and designate nominations by the three staggered terms in office so as to allow three of the nine NJUMP Board members to be up for reelection each year. For subsequent elections, a NJUMP nominating committee comprised of: (1) the Chair of NJUMP, (2) the Executive Director of NASB, and (3) a person selected by the Board of Trustees will request nominations from the member participants and give its recommendation for Board of Trustees member nomination to the NASB Board of Directors for its approval.

The Board of Trustees shall be responsible for administering the cooperative undertakings of NJUMP.

The NJUMP Board may assign responsibilities for functions and services to appropriate parties and may designate a representative who shall be the primary contact point for Participants and other parties involved.

The NJUMP Board may retain the services of such legal counsel, auditors, consultants, marketers, program administrators, and other advisors as it deems necessary to carry out the business and purpose of the Interlocal.

The NJUMP Board shall adopt an annual budget providing for financing the costs of any joint or cooperative undertaking pursuant to this Agreement.

NJUMP shall be financed by monies collected from appointed NJUMP Program Administrator(s).

Any real and personal property may be acquired, held and disposed as set forth in this Agreement or any amendment hereto. NJUMP may lease, purchase or acquire by any means, from participant or from any other source, such real and personal property as is required and necessary for effectuating the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of NJUMP. If a Participant should be required to purchase real or personal property at its facilities to best achieve the purposes of this agreement, such real or personal property shall remain property of the Participant.

Participants may meet from time to time to discuss any matters pertinent to this Agreement or the functions of NJUMP and its board.

Terms of Agreement and Service:

This Agreement shall become effective and binding upon its ratification by the governing board of each Participant.

~~A Participant may withdraw from this Agreement by providing written notice to NJUMP and the other Participants by June 1st of the third year, and such termination to be effective 12:01 A.M. of the Participant's first available succeeding distribution switch date which precedes June 30th.~~

The term of this Agreement is for not more than four years from the date of the execution of this Agreement, provided that this Agreement shall be considered automatically renewed for successive three year terms ~~from and after June 30, 2008~~, unless all Participants and/or the Board of Trustees gives notice as required herein that the Agreement shall not automatically renew. Additionally, the Board of Trustees may take action to approve extending the existence of NJUMP for additional successive four year periods.

A Participant may withdraw from this Agreement by providing written notice to NJUMP and the other Participants at least 365 days prior to the end of the third year of this agreement's initial term or from any third year of a renewal term of this agreement. Any termination from

this agreement is to be effective 12:01 A.M. of the Participant's first available succeeding distribution switch date which precedes June 30th of the third year of this agreement.

An action to dissolve NJUMP must be communicated to all Participants and give Participants at least 30 days notice prior to its effective date. It is understood that specific individual Participants (as defined in this Agreement) may change during the duration of NJUMP's existence.

Participants may be responsible for reaffirming their participation on an annual basis in order to accommodate administrators and others involved in the procurement of products and services on behalf of NJUMP.

The effective date on which natural gas service is to be procured through NJUMP shall be no later than the immediate succeeding June 30th after execution of this agreement and the point in time thereafter in which a distribution switch can be made.

Participants shall not resell any Natural Gas Service procured by NJUMP under this agreement, but participant can require any tenant or occupant of a participant's facility to reimburse the participant for the use of natural gas in connection with such tenancy or occupancy.

In the event a Participant fails to perform its obligations pursuant to this Agreement, NJUMP shall give written notice to the individual Participant specifying such failure to perform and establish a reasonable period in which the Participant shall have to fulfill its obligations pursuant to this agreement. If the Participant's failure to perform its obligation is continuing, NJUMP may immediately terminate this agreement.

Any distribution of NJUMP funds, either partial or complete, shall be approved by the NJUMP Board of Trustees. Any collective distribution return to the Participants shall be allocated among such Participants in proportion to the annual usage of each Participant as compared to the total usage of the Interlocal during the immediately preceding twelve month agreement period.

Upon termination of NJUMP's existence, any personal and real property as well as surplus funds shall be distributed among the existing Participants (as determined and recognized by the NJUMP Board of Trustees). Such distribution shall be allocated among such Participants in proportion to the annual usage of each Participant as compared to the total usage of the Interlocal during the immediately preceding twelve month agreement period.

Indemnification:

Each Participant shall indemnify and hold harmless the other parties and its board, employees and agents, from any claims, expenses, (including attorneys' fees and litigation expenses), for any damages or losses it may suffer as a result of any claims made regarding the validity of

this agreement or the effect of this agreement on the expenditure or revenue authority of a Participant, including but not limited to taxpayer or regulatory claims.

Assignment:

This Agreement shall be binding upon and inure to the benefit of the Participants and their successors or assigns; provided however that this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other Participants to the Agreement.

Notices:

All notices or other communications which are required or permitted herein shall be in writing and sufficiently delivered to each Participant.

Fiscal Year:

The Fiscal year shall be end June 30th of each year.

Place of Business:

The principal place of business for NJUMP shall be at the offices of the Nebraska Association of School Boards. The NJUMP Board may employ necessary staff and may purchase, lease, or rent real and personal property in order to carry out the business of NJUMP.

Governing Law:

This Agreement shall be governed by and interpreted in accordance with the statutory and decisional law of the State of Nebraska.

Entire Agreement:

This Agreement, including any associated exhibits and any amendments, constitutes the entire Agreement of the Parties with respect to the subject matter hereof. All prior agreements, representations of NJUMP, statements, and negotiations are hereby superceded. This Agreement may be amended only by a writing execution by all Participants.

IN WITNESS WHEREOF, each of the Participants has caused this Interlocal Agreement for Natural Gas and Related Services to be executed by its duly authorized officer as of the day and year shown below.

|

Craig Pease

From: Ray Bentzen [rbentzen@esu2.org]
Sent: Friday, February 22, 2008 12:53 PM
To: cpease@esu2.org
Subject: FW: Retirement

From: Terry Dennis [HYPERLINK "mailto:\[mailto:tdennis2@esu2.org\]" \[mailto:tdennis2@esu2.org\]](mailto:[mailto:tdennis2@esu2.org])
Sent: Friday, February 22, 2008 11:11 AM
To: 'Ray Bentzen'
Subject: Retirement

Ray

As I have never done this before, this is going to be a difficult task to do. At the end of the present school year, 2007-08, I plan to resign and retire from education. It is time for me to move on and move home with my wife. The last six years have been extremely enjoyable and I will remember them forever. The experience here at Ashland-Greenwood Public School has been a very good one for me educationally and professionally. Again thank you for the last six years of enjoyment.

Terry L. Dennis
Instructor of Industrial Technology
Ashland-Greenwood Public Schools
Ashland, Ne 68003

No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.5.516 / Virus Database: 269.20.9/1293 - Release Date: 2/22/2008 9:21 AM

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Patricia G. Yunker

9680 N. 30th St.
Omaha, NE 68112

832-338-5968
patyunker@yahoo.com

<p>Objective</p>	<p>To obtain a position as a Vocal Music Teacher and/or Music Theory/Music Appreciation Teacher</p>
<p>Experience</p> <p><i>Because my husband was laid off from his job, I was forced to resign from this job prematurely.</i></p> <p><i>Sweepstakes award (Superior ratings on stage and in sight reading) We were the only mixed varsity group to receive straight ones that year.</i></p> <p><i>Although I consider myself primarily a choir director, my experience as a math teacher gave me great insights into the academic classroom, working with parents, working with junior high students, and working in a Title I environment that now enhance my performance as a choir director.</i></p>	<p>August 2007 to December 2007 – Greenbrier HS and MS, Greenbrier TN Head Choir Director for high school and middle school</p> <ul style="list-style-type: none"> • High School <ul style="list-style-type: none"> ▪ Directed a Show Choir and Beginning Mixed Choir. ▪ Prepared students for show choir competition, ran fund raisers, purchased uniforms, etc. ▪ Choreographed holiday show for both choirs • Middle School <ul style="list-style-type: none"> ▪ Initiated choral program in school that had not previously had choir. ▪ Prepared students for concert, taught music reading and interpretation <p>January 2007 – June 2007 Ravenwood High School, Brentwood, TN Honors Geometry Teacher (part time)</p> <p>August 2005 – June 2006 Columbia High School , West Columbia Junior High Columbia-Brazoria ISD, West Columbia, TX 3A Head Choir Director for high school and junior high</p> <ul style="list-style-type: none"> ▪ High School <ul style="list-style-type: none"> ▪ Directed a Varsity Mixed group, a Men’s Choir and a Treble Choir. ▪ Ran and directed a 3-night Madrigal dinner. ▪ Varsity Mixed received all superior ratings in sight reading and in concert to earn the Sweepstakes award ▪ Treble choir earned a Superior rating on stage. ▪ Participated in all-state auditions, solo and ensemble contest, UIL Concert Sight Reading Contest and State solo and ensemble contest. ▪ Fall Concert and Spring Pop Show. ▪ Ran fund raising for spring trip and holiday trip to perform at Alley Theater. ▪ Junior High <ul style="list-style-type: none"> ▪ Directed a treble choir and a men’s choir. ▪ Participated in Region Choir, and solo and ensemble contest. ▪ October and December Concerts and Spring Pop show. ▪ Ran fund raising for spring trip. <p>August 2004- June 2005 Thornton Middle School, Cypress-Fairbanks ISD Houston Math Teacher</p> <ul style="list-style-type: none"> ▪ Taught 6th grade gifted and talented math and 7th grade on-level math ▪ Participated in content teams and interdisciplinary teams ▪ Gifted and talented Certification ▪ Thornton Technology Committee

Award winning choirs	August 1999-June 2004 Katy High School Katy, TX 5A
Recruiting and retention	<p>Assistant Choir Director</p> <ul style="list-style-type: none"> • Sole responsibility for directing Varsity Women, JV women and Beginning women's choirs. • Received the Sweepstakes Award with Varsity Treble women for Superior ratings on stage and in sight reading at UIL in 2002 and 2004. • Varsity Women "Best in Class" award at festival in Dallas 2003. • Brought Treble choir from 20 show choir "rejects" to a 35 woman, award winning varsity choir. • Brought JV choir from 20 girls getting elective credit to 40 pre-varsity, competitive singers. • Developed curriculum for AP music theory for the district and wrote workbook for other teachers in district to use. Curriculum is currently used by Katy Independent School District. • Developed and implemented a state-of-the-art computer lab for music theory and composition. • 3 times Awarded DP Electronics Technology grant for implementing technology in the Music Theory classroom at Katy HS. • Taught AP and beginning music theory. AP College Board certified. • Co-directed musical every year. • Assisted in running a 5A high school choral department, including budget, calendar, parent relations, recruiting and curriculum. • Rehearsed show choir and varsity mixed choir.
AP Music Theory and computer lab	
Musicals	
Daily operations	
Other Choral Experience and affiliations	<ul style="list-style-type: none"> ▪ Judge- Solo and Ensemble – Junior High and High School Levels ▪ Judge- All-state choir – district, region, pre-area and area levels ▪ Member American Choral Directors Assn., Texas Choral Directors Assn. ▪ Member Tennessee Music Educators Assn., MENC ▪ Member of Houston Symphony Chorus
Strengths	<ul style="list-style-type: none"> ▪ Ability to grow and maintain strong choral programs that rely on good music theory backgrounds. Attention to all facets of good choral production. ▪ Ability to choreograph for show choirs, musicals and performing choirs. ▪ Choral department that is welcoming and nurturing. ▪ Eight years of choral conducting experience plus extensive performance background.
Certification	<ul style="list-style-type: none"> ▪ State of NE–Music K-12 #2008000468
Education	<p>1995-1999 University of Wisconsin Madison, WI</p> <ul style="list-style-type: none"> ▪ B.M. Music Education ▪ Graduated with a 3.97 out of 4.0 – <i>with distinction</i> ▪ Received the Gertrude Meyne Bates scholarship for a student exhibiting talent in music ed. ▪ Received the Dale W. Gilbert scholarship for an outstanding voice student ▪ Received the WI Music Educators Scholarship for an outstanding junior.

	<p><i>Education Continued</i></p> <p>1975-1979 Case Western Reserve University Cleveland, OH B. S. Mathematics, minors in statistics and economics Graduated with Honors</p> <p>1971-1975 Bay Village High School Bay Village, Ohio Graduated with a 4.0/4.0 – Valedictorian National Merit Finalist, National Honor Society, Quill and Scroll Honor Society</p>
<p>References</p>	<ul style="list-style-type: none"> • Steve Sorrels Principal Greenbrier High School 615-643-4526 126 Cuniff Dr. Greenbrier, TN 37073 • Mitzi Grogan Asst. Principal Greenbrier High School 615-643-4526 126 Cuniff Dr. Greenbrier, TN 37073 • Dr. Pam Vaden - Principal- Ravenwood High School 615-472-4800 1724 Wilson Pike, Brentwood, TN 37027 • Steve Galloway –Principal – Columbia High School 979-345-5147 520 S. 16th St., West Columbia, TX 77486 • Chuck Rylander – Principal, West Columbia Junior High 979-345-5147 520 S. 16th St., West Columbia, TX 77486 • William Binford – Assistant Principal – Thornton Middle School 281-856-1500 19802 Kieth Harrow, Katy TX 77449 • John Nance – Head Director – Katy High School Choir john.nance@aramco.com (He is in Saudi Arabia so this is the best way to reach him.) • Bob Bryant - Executive Director of Fine Arts 281-396-6000 Katy ISD, 6301 South Stadium Ln., Katy TX 77494 • Jamie Morris – Assistant Principal – Katy High School 281-237-6700 6331 Highway Blvd., Katy TX 77494

**Ashland-Greenwood Public Schools
Proposed Certified Teaching Staff Levels**

2007-08 Staffing Levels

A. Elementary	FTE
Art	0.5
Music	1.34
Counselors	1
Title 1	0.75
ASAP Teacher	0.5
Special Educ.	3.9
Foreign Language	0.75
Kindergarten	3
Grade 1	3
Grade 2	3
Grade 3	3
Grade 4	3
Grade 5	3
Grade 6	3
Phys Education	1
Totals	30.74

B. 7-12 Staff	
Art	1
ASAP - SECC Comp	0.4
Music	1.41
Counselors	1
Foreign Language	1.25
Special Educ.	2.1
Voc Agriculture	1
Indust. Tech	1
English/Speech	4.5
Business	1
Home Economics	0.5
Mathematics	3.5
Phys Education	2
Social Sciences	3
Sciences	3
Totals	26.66

C. K-12 Special Services	
Media	1
Tech Implement Specialist	0
Tech Coordinator	0.5
High Ability Learner	0.25
Totals	1.75

D. Administrative	
Elementary	1
Secondary	2
District	2
Totals	5

Total Staffing 64.15

2008-09 Staffing Levels

A. Elementary	FTE
Art	0.5
Music	1.34
Counselors	1
Title 1	0.75
ASAP Teacher	0.5
Special Educ.	3.9
Foreign Language	0.75
Kindergarten	3
Grade 1	3
Grade 2	3
Grade 3	3
Grade 4	3
Grade 5	3
Grade 6	3
Phys Education	1
Totals	30.74

B. 7-12 Staff	
Art	1
ASAP - SECC Comp	0.4
Music	1.41
Counselors	1
Foreign Language	1.25
Special Educ.	2.1
Voc Agriculture	1
Indust. Tech	0.5
English/Speech	4.5
Business	1
Home Economics	0.5
Mathematics	3.5
Phys Education	2
Social Sciences	3
Sciences	3
Totals	26.16

C. K-12 Special Services	
Media	1
Tech Implement Specialist	0.5
Tech Coordinator	0.5
High Ability Learner	0.25
Totals	2.25

D. Administrative	
Elementary	1
Secondary	2
District	2
Totals	5

Total Staffing 64.15

FTE = Full Time Equivalency

Ashland-Greenwood Public Schools Proposed Classified Staffing Levels

2007-08 Staffing Levels

A. Clerical Staff	FTE
Supt Office Manager	1.00
Superintendent's Office	1.00
Building Secretaries	2.00
Guidance Clerk	0.50
<u>Totals</u>	<u>4.50</u>
B. Para-Professional	
Pre-School Special Ed	0.00
Media	2.00
A-G Elem Regular Instruction	2.00
A-G Elem Sped Instruction	5.50
MS/HS Accompanist	0.12
ESL Support	0.00
MS/HS Sped Instruction	1.00
<u>Totals</u>	<u>10.62</u>
C. Custodial/Maintenance	
Custodial Manager	1.00
MS/HS Custodial	2.00
Maintenance	1.85
Summer Help (Mowing)	0.20
<u>Totals</u>	<u>5.05</u>
E. Transportation	
Manager	0.25
Mechanic	0.50
Sped Bus Driving***	0.80
Reg Bus Drivers**	2.50
Bus Driving Activity*	1.00
<u>Totals</u>	<u>5.05</u>
E. Hot Lunch	
Program Manager	1
Cooks	5
Cashiers	0.9
<u>Totals</u>	<u>6.9</u>
F. Nursing Services	
School Nurse	1
<u>Total</u>	<u>1</u>
Total Staffing	<u><u>33.12</u></u>

2008-09 Staffing Levels

A. Clerical Staff	FTE
Supt Office Manager	1.00
Superintendent's Office	1.00
Building Secretaries	2.00
Guidance Clerk	0.50
<u>Totals</u>	<u>4.50</u>
B. Para-Professional	
Pre-School Special Ed	0.50
Media	2.00
A-G Elem Regular Instruction	2.50
A-G Elem Sped Instruction	5.50
MS/HS Accompanist	0.12
ESL Support	1.00
MS/HS Sped Instruction	1.00
<u>Totals</u>	<u>12.62</u>
C. Custodial/Maintenance	
Custodial Manager	1.00
MS/HS Custodial	1.50
Maintenance	1.85
Summer Help (Mowing)	0.20
<u>Totals</u>	<u>4.55</u>
E. Transportation	
Manager	0.25
Mechanic	0.50
Sped Bus Driving***	0.80
Reg Bus Drivers**	2.50
Bus Driving Activity*	1.00
<u>Totals</u>	<u>5.05</u>
E. Hot Lunch	
Program Manager	1
Cooks	5.5
Cashiers	0.9
<u>Totals</u>	<u>7.4</u>
F. Nursing Services	
School Nurse	1
<u>Total</u>	<u>1</u>
Total Staffing	<u><u>35.12</u></u>

FTE = Full Time Equivalency

* = Number of hours driven comparable to one full-time position.

** = 6 Regular Route Drivers - 3-3.5 Hours daily

*** = 3 Special Ed Routes

BILL: LB 1157	Sponsor: Raikes	Committee: Education	Priority: Adams	Status: Select File
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As advanced, the committee amendments to LB 1157 (AM2093) represent a rewrite of the original bill. In other words, the amendments became the bill.

The amendments maintain the intent of the original bill: (1) an end to mandated local assessment; and (2) implementation of statewide assessments in reading and math in grades 3 through 8 and one high school grade on standards adopted by the State Board.

The amendments add several significant provisions:

- Eliminates involvement by ESUs in the assessment process;
- Requires the State Board to annually submit the assessment and reporting system plan to the Governor, Chairperson of the Education Committee, and the Clerk of the Legislature;
- Provides for a statewide assessment of science beginning in school year 2011-12 in selected grade levels (one grade in elementary school, one grade in middle or junior high, and one grade in high school);
- Requires school districts to report individual student data for score and sub-scores of national assessment instruments according to procedures established by the State Board and NDE;
- Permits the State Board to select additional grade levels and additional subject areas for statewide assessment to comply with federal requirements; and
- Creates a “technical advisory committee” to review the statewide assessment plan and state assessment instruments developed under the legislation (consisting of three to five nationally recognized experts in educational assessment and measurement).

The advisory committee would be appointed by the Governor, with confirmation by the Legislature, to advise the Governor, Legislature, State Board and NDE on the development of statewide assessment instruments and statewide assessment plan.

Construction

(Two bills to monitor: LBs 747, 889)

<i>BILL:</i>	<i>Sponsor:</i>	<i>Committee:</i>	<i>Priority:</i>	<i>Status:</i>
LB 747	Aguilar	Government	Adams	Final Reading

In 1998 legislation was passed to create guidelines for energy finance contracts. LB 1129 (1998) defined “energy financing contract” as an agreement between an energy service company and a governmental unit for the implementation of one or more energy conservation measures in an existing facility in exchange for a portion of the energy cost savings produced. The term energy financing contract may include (but not limited to) performance contracts, shared-savings contracts, guaranteed contracts, and lease-purchase contracts. LB 1129 provided an exception for the normal public bidding process when the contract at issue is an energy financing contract with an energy service company.

LB 747 (2008) changes the potential duration of the contract period from up to 15 years (existing law) to not to exceed 30 years.

<i>BILL:</i>	<i>Sponsor:</i>	<i>Committee:</i>	<i>Priority:</i>	<i>Status:</i>
LB 889	Flood	Government	Flood	General File

LB 889 makes two significant changes to the Nebraska Schools Construction Alternatives Act. First, the bill proposes to make the act available to all political subdivisions, including:

- municipalities, counties, school districts, community colleges, state colleges, public power districts, and natural resources districts;
- any other unit of government created by the state; and
- any entity created under the Interlocal Cooperation Act or the Joint Public Agency Act.

Accordingly, LB 889 proposes to change the title of the act to the “Political Subdivisions Construction Alternatives Act.”

The second significant component of LB 889 is to outright repeal the section of the original law passed in 2002 to place restrictions on the number of contracts that could be executed using either the design-build system or the construction management at risk system.

Under current law (§ 79-2014), no more than 24 contracts may be executed under the Nebraska Schools Construction Alternatives Act as follows:

- a. For contracts under \$2 million, four contracts in each congressional district;
- b. For contracts of at least \$2 million but under \$10 million, two contracts in each congressional district; and

c. For contracts of \$10 million or more, two contracts in each congressional district.

LB 889 would eliminate this section of law and thereby permit unrestricted use of either construction system.

COMMITTEE AMENDMENTS: The proposed committee amendments make several changes to the bill. The amendments narrow which political subdivisions are authorized to use the act to counties, cities, villages, school districts, community colleges and state colleges.

The amendments also prohibit political subdivisions from using design-build or construction management at risk contracts for road, street, highway, water, wastewater, utility, or sewer construction projects except that a city of the metropolitan class may use such contracts for the purpose of complying with state or federal requirements to control or minimize overflows from combined sewers.

Finally, the amendments require at least a 2/3s affirmative vote of a governing body of a political subdivision to adopt a resolution selecting the design-build or construction management at risk contract delivery system. The current law requires an affirmative vote of at least 75%.

Open Meetings Act
(One bill to monitor: LB 962)

<i>BILL:</i>	<i>Sponsor:</i>	<i>Committee:</i>	<i>Priority:</i>	<i>Status:</i>
LB 962	Preister	Government	Speaker	Select File

Under the current provisions of the Open Meetings Act, no public body may require members of the public to identify themselves as a condition for admission to the meeting. However, the law states that a public body may require any member of the public desiring to address the body to identify himself/herself. LB 962 stipulates that a public body may not require that the name of any member of the public be placed on the agenda prior to a meeting in order to speak about items on the agenda.

School Buses
(One bill to monitor: LB 1092)

21

<i>BILL:</i>	<i>Sponsor:</i>	<i>Committee:</i>	<i>Priority:</i>	<i>Status:</i>
LB 1092	Harms	Transportation	Harms	General File

LB 1092 provides that very school bus manufactured on and after the effective date of this bill and operated in this state must be equipped with an occupant protection system. For school buses, the bill specifies that an occupant protection system means a system utilizing a lap belt, a shoulder belt, or any combination of belts installed in a school bus that restrains drivers and passengers and conforms to standards, federal or otherwise, that are appropriate for the size and type of school bus.

COMMITTEE AMENDMENTS: The committee amendments strike the original sections and becomes the bill.

Section 1: States that each school bus purchased new on or after January 1, 2010, other than by a school board, must have lap-shoulder belts for each passenger. The belts are required to meet federal standards. This section only applies if the bus is used to transport public school children.

<i>BILL:</i> LB 988	<i>Sponsor:</i> Raikes	<i>Committee:</i> Education	<i>Priority:</i> Education Com.	<i>Status:</i> Held
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LB 988 would change the structure of formula needs and base school district budget authority on the new needs calculation. The proposal would also replace adjusted valuations with assessed valuations for the calculation of state aid for both school districts and educational service units. A new provision would require students in grades K-3 to be in classrooms of 20 or fewer students.

Formula Needs

A new section would provide for the calculation of formula need beginning in 2009-10. Each district's formula need would equal:

- Basic funding
- + Elementary site allowance
- + Elementary class size allowance
- + Poverty allowance
- + Limited English proficiency allowance
- + Focus school and program allowance
- + Special receipts allowance

- + Transportation allowance
- + Distance education and telecommunications allowance
- + Averaging adjustment
- + Teacher education adjustment
- + Student growth adjustment
- + New school adjustment
- + New learning community transportation adjustment
- Limited English proficiency allowance correction
- Poverty allowance correction
- Local choice adjustment.

Beginning with 2013-14, the elementary class size allowance would not be included. The student growth adjustment would not be included in the final calculation of aid when the average daily membership for the aid year replaces fall membership for the prior year.

Adjusted Formula Students

A new section would provide for adjusted formula students for the new method of calculating state aid. The adjusted formula students would equal:

$$[\text{formula students X instructional time factor}] + [\text{summer school component}]$$

The instructional time factor would equal:

$$[\text{district's ave. hours of instruction} / \text{comparison group's ave. hours of instruction}]$$

*Hours
Attended
now impacts
aid per
proposal*

The average hours of instruction would be measured for each full-time student during the regular school year as reported on a form developed by the Department. The comparison group average would be the average of the averages.

The summer school component would equal:

$$[0.025 \text{ X summer school units}]$$

The definition of formula students in § 79-1003 would be amended by reducing the formula students by 0.5 for each student enrolled in less than full-day kindergarten.

The current determination of adjusted formula students pursuant to § 79-1007.03 would be limited to 2008-09.

With changes to § 79-1022, the distribution of state aid distributed to districts within a learning community would be divided based on adjusted formula students.

Summer School Component

The calculation of summer school student unit in § 79-1003.01 would be clarified. Summer school student units would be calculated for each summer school student who attends for at least 12 days. The initial number of units would equal the sum of the following ratios each rounded down to the nearest whole number:

$$\begin{aligned} & (\text{Days student attended for at least 3 hours and less than 6 hours}) / (12 \text{ days}) \\ & (2 \times \text{Days student attended for at least 6 hours}) / (12 \text{ days}) \end{aligned}$$

Districts would continue to receive additional units for units attributed to remedial math or reading programs and units attributed to free lunch and free milk students.

General Fund Operating Expenditures

The definition of general fund operating expenditures (GFOE) in § 79-1003 would be amended to include summer school expenditures and to exclude transfers from the general fund to any bond fund or special building fund and funding from certain outside sources that are not included as accountable receipts in the formula. The new receipts to be excluded are receipts from: early childhood education tuition, summer school tuition, converted contracts, educational entities for providing distance education courses, private foundations, individuals, associations, charitable organizations, textbook loan program, impact aid, and special grant funds.

Section 79-1018.01 would be amended by clarifying that receipts derived from summer school and early childhood education tuition are not accountable receipts. Obsolete language is also deleted.

Cost Growth Factor

Section 79-1007.10 would be amended to implement a new cost growth factor. The new factor would grow expenditures by 1% plus the basic allowable growth rate for the school fiscal year in which aid will be distributed and for the preceding school fiscal year. With the current basic allowable growth rate the cost growth factor would equal 1.06 (1% + 2.5% + 2.5%). The current cost growth factor is 1.07.

— Slower growth

Adjusted General Fund Operating Expenditures (AGFOE)

The AGFOE definition in § 79-1003 would be amended to include the new elementary site allowance in the allowances to be subtracted from the general fund operating expenditures (GFOE) to arrive at the AGFOE. Beginning in 2013-14, the elementary class size allowance would no longer be subtracted. The definition would also recognize the removal of cost groupings from the calculation of the cost growth factor.

Basic Funding

Basic funding would replace cost grouping costs per student beginning in 2009-10 as provided for in a new section. Comparison groups would replace costs groups. A comparison group would be established for each district, which would consist of that district, the next 5 larger districts as measured by formula students, and the next 5 smaller districts. If there are not 5 districts that are larger or smaller, the comparison group would consist of only as many districts as fit the criteria. If more than one district is exactly the same size as the largest or smallest in the comparison group, all such districts would be included. If one or more districts have exactly the same number of formula students as the district for which basic funding is being calculated, all such districts would be included in addition to the 5 larger and 5 smaller districts.

For districts with at least 900 formula students, basic funding would equal the adjusted formula students multiplied by the average AGFOE per adjusted formula student for the comparison group, excluding both the districts with the highest and lowest AGFOE per adjusted formula student.

For districts with fewer than 900 formula students, basic funding would equal the average AGFOE for each district in the comparison group, excluding both the districts with the highest and lowest AGFOE, multiplied by the ratio of the adjusted formula students for the district divided by the formula students for the district.

Section 79-1008.01 would be amended by recognizing the new sections in the determination of formula need and by limiting the small school hold harmless to school fiscal years prior to 2009-10.

The determination of cost groupings and formula need in § 79-1007.02 would be limited to school fiscal years prior to 2009-10.

The definitions for sparse local systems and very sparse local systems would be moved to § 79-1003 without any substantive changes.

Elementary Site Allowance

A new section would provide an elementary site allowance if a district:

- Has more than one elementary building;
- At least one elementary building does not offer any other grades;
- There is at least 100 square miles per elementary building in the district; and
- There are an average of 15 or fewer students per grade per building.

The elementary site allowance for the district would equal the sum of the allowances for buildings with only elementary grades and an average of 15 or fewer students per grade, except the primary elementary site. The primary elementary site would be the building to which the most elementary students are attributed.

The allowance for each building would equal:

{500% of the statewide average GFOE per adjusted formula student} X {[Formula students from the building / 8) rounded up to the next whole number] or [the number of grades offered in the building] whichever is lower}

Each district would determine which grades are considered elementary, except all such grades need to be offered in each building offering kindergarten and grades 9-12 cannot be considered elementary grades.

The AGFOE definition in § 79-1003 would recognize the elementary site allowance beginning with 2009-10.

Elementary Class Size

A new section would require students in grades K-3 to spend at least 50% of their school day in one or more classrooms with 20 or fewer students beginning with the 2013-14 school year. Up to 10 days each school year could be designated for any student or group of students as special activity days where the requirement would not apply. Districts could also apply to the State Board of Education for a hardship waiver for a specified period of time if circumstances exist that would cause a substantial hardship for the district to meet the requirements.

Section 79-1007.04 would be amended by limiting the elementary class size allowance to school fiscal years 2008-09 to 2012-13. For 2008-09, the allowance calculation would be modified by basing the allowance on students in grades K-8 who qualify for free or reduced-price lunches and who spend at least 50% of the school day in one or more classrooms with a minimum of 10 students and a maximum of 20 students. Any changes in the allowances would occur in the recalculation pursuant to § 79-1065.

The calculation for the remaining years would be based on the statewide average GFOE per adjusted formula student and the number of students in grades K-3, regardless of poverty status, who spend at least 50% of the school day in one or more classrooms with a minimum of 10 students and a maximum of 20 students.

The definition of AGFOE in § 79-1003 would be amended to recognize the removal of the elementary class size allowance beginning with 2013-14.

Poverty Allowance

The definition of poverty students in § 79-1003 would be amended to include an additional number of students equal to the number of low-income students or students who are free lunch and free milk students, whichever is greater, minus the average number of poverty student for the aid calculated for the three immediately preceding school fiscal years. If the calculation produces a negative result, no poverty students would be added or subtracted.

← Poverty Growth Provision

Section 79-1007.06 would be amended by increasing the maximum poverty allowance from 61% to 75% of the amount calculated based on the prior weighting system.

Section 79-1007.07 would be amended by requiring the reporting of expenditures and sources of funding for support costs directly attributable to implementing the district's poverty plan and by allowing such expenditures to be included in poverty allowance expenditures. Poverty allowance expenditures would also be limited to those expenditures not included in other allowances and that are paid for with non-categorical funds generated by state or local taxes.

Section 79-1013 would be amended by changing the transportation and class size requirements for poverty plans. Poverty plans are currently required to provide transportation to students receiving free or reduced-price lunches if such students reside more than 1/2 mile from the school. The requirement would be changed to affect only such students residing more than 1 mile from the school. The requirement to include a plan for class size reduction or maintenance of small class sizes currently applies for students who qualify for free or reduced price lunches. The modified requirement would be limited to elementary grades without regard to the poverty status of the students.

Sections 79-1007.06 and 79-1013 would be amended by moving the deadline for submitting a maximum poverty allowance and a poverty plan up to October 10 from November 1.

Limited English Proficiency (LEP) Allowance

The definition of poverty students in § 79-1003 would be amended to include an additional number of students equal to the number of students with limited English proficiency minus the average number of students with limited English proficiency for the aid calculated for the three immediately preceding school fiscal years. If the calculation produces a negative result, no LEP students would be added or subtracted.

Section 79-1007.09 would be amended by requiring the reporting of expenditures and sources of funding for support costs directly attributable to implementing the district's LEP plan and by allowing such expenditures to be included in LEP allowance expenditures. Limited English proficiency allowance expenditures would also be limited to those expenditures not included in other allowances and that are paid for with non-categorical funds generated by state or local taxes.

Section 79-1014 would be amended by requiring LEP plans for school districts that are members of learning communities to be submitted to the learning community coordinating council. The council would then be required to certify the approval or disapproval of the plan to the Department on or before December 5th.

Sections 79-1007.08 and 79-1014 would be amended by moving the deadline for submitting a maximum LEP allowance and an LEP plan up to October 10 from November 1.

Current Allowances moved from Definition Section

The distance education and telecommunications, special receipts allowance, and transportation allowances are removed from the definitions in § 79-1003 and each placed in their own new section without any substantive changes.

Averaging Adjustment

A new section would provide an averaging adjustment for districts whose basic funding per adjusted formula student is less than the statewide average basic funding per adjusted formula student. The adjustment would equal:

$$\{50\% [\text{statewide average basic funding per adjusted formula student} - \text{basic funding per adjusted formula student for the district}]\} \times \{\text{adjusted formula students for the district}\}$$

Teacher Education Adjustment

A new section would provide for the calculation of a teacher education adjustment. Teacher education points would be calculated with one point for each FTE teacher who has been awarded a master's degree or equivalent and one additional point for each FTE teacher who has earned a doctoral degree. A teacher education index would be calculated for each district equal to:

$$\frac{[\text{teacher education points for the district} / \text{FTE teachers in the district}]}{[\text{teacher education points for the state} / \text{FTE teachers in the state}]}$$

The adjustment would equal:

$$13.75\% [\text{the district's basic funding} \times (\text{district's teacher education index} - 1)]$$

If the result is negative, the teacher education adjustment would equal 0. Teacher would be defined in § 79-1003 as having the definition in § 79-101.

Student Growth Adjustment

A student growth adjustment would be calculated upon request pursuant to a new section. School districts could apply for the adjustment on or before October 10 of the school fiscal year immediately preceding the school fiscal year for which aid is being calculated. The form would require an estimate of the average daily membership for the school fiscal year for which aid is being calculated, the estimated student growth based on the current fall membership and the estimated average daily membership, and evidence supporting the estimated student growth.

At the November board meeting, the State Board of Education would approve, modify, or deny the application. The Department would notify each school district of the action taken within 5 days. School districts could then appeal denials and modifications at the December board meeting if notice is given within 10 days following the November meeting. The appeal would include a public hearing.

The adjustment would equal:

[District's basic funding per adjusted formula student] X [approved student growth – (greater of 25 students or 1% of fall membership)]

The adjustment would be included in the initial certification of aid, but not in the final calculation pursuant to § 79-1065.

The definition of formula students in § 79-1003 would be amended for the final calculation of aid to exclude districts that receive a student growth adjustment from using average daily membership from the prior year. For school districts that receive a student growth adjustment, the final formula students would be determined one year later, so that the final formula students would equal the average daily membership for the year in which aid was paid minus the greater of 25 students or 1% of the fall membership used in the initial certification of aid.

Section 79-1065 would be amended to require that the final determination of formula students for districts that do not receive a student growth adjustment be completed prior to the certification of aid for the following school year. The final determination for districts receiving a student growth adjustment would occur a year later.

New School Adjustment

A new section would allow school districts to apply for a 2 year new school adjustment on or before October 10 preceding the first school fiscal year for the adjustment. The form would require evidence of recent and expected student growth, evidence that the new building was constructed in response to such growth and not as a replacement, evidence of the estimated student capacity of the new building, and evidence that the first-year adjustment would be received in the first full school fiscal year in which students would be attending the building.

At the November meeting, the State Board would approve, modify, or deny the application. The Department would notify each district of the action taken within 5 days following the November meeting. Districts may appeal denials and modifications at the December meeting if notice is given within 10 days following the November meeting. The appeal would include a public hearing.

The first year adjustment would equal:

[school district's basic funding per adjusted formula student]
X [20% of the approved estimated student capacity]

The second year adjustment would equal:

[school district's basic funding per adjusted formula student]
X [10% of the approved estimated student capacity]

New Learning Community Transportation Adjustment

A new section would allow member school districts of new learning communities to apply for a new learning community transportation allowance on or before October 10 preceding each of the first two full school fiscal years of a new learning community. The form would require evidence supporting estimates of increased transportation costs due to § 79-611(2).

At the November meeting, the State Board would approve, modify, or deny the application. NDE must notify each district of the action taken within 5 days following the November meeting. Districts may appeal denials and modifications at the December meeting if notice is given within 10 days after the November meeting. The appeal must include a public hearing.

The adjustment would equal the approved estimate of increased transportation costs. Districts would submit evidence of the actual increase in transportation costs due to § 79-611(2) and the department would recalculate the adjustment using such actual costs pursuant to § 79-1065.

Local Choice Adjustment

A new section would provide for a local choice adjustment to be calculated if a district:

- Has fewer than 390 formula students;
- Is not in a sparse local system or a very sparse local system; and
- Did not receive federal funds in excess of 25% of its general fund budget

The adjustment would equal:

{50% [basic funding per adjusted formula student for the district – basic funding per adjusted formula student for district closest to 390 students]} X {formula students for the district}

The adjustment would be zero if the basic funding per adjusted formula student for the district is less than for the district closest to 390 formula students. If more than one district has the closest to 390 formula students, basic funding per adjusted formula student for each such district would be averaged. The closest to 390 formula students would be measured using the absolute value of 390 minus the formula students, with the difference rounded to the nearest whole number.

Net Option Funding

Section 79-233 would be amended to clarify that option students who reside in a learning community and who have chosen to attend an option school district in the learning community prior to the establishment of the learning community, continue to be option students.

Section 79-1009 would be restructured and amended by providing that the net option students would be multiplied by the statewide average basic funding per adjusted formula student to determine net option funding beginning in 2009-10.

Replace Adjusted Valuations with Assessed Valuations

Assessed valuations would replace adjusted valuations beginning with the calculation of aid for the 2009-10 school fiscal year.

Section 79-1015.01 would be amended by increasing the local effort rate by 5 cents for the certification of aid. For the final calculation of aid, adjusted valuations are replaced by assessed valuations for the determination of the local effort rate. Assessed valuations also replace adjusted valuations for the determination of the local effort rate yield. The changes would also clarify that the maximum levy used to determine the local effort rate is the maximum levy for school districts pursuant to § 77-3442(a).

Section 79-1016 is amended to require the certification of assessed valuations, instead of adjusted valuations, by the Property Tax Administrator. Section 77-1327 would be amended by eliminating the duty of the Property Tax Administrator to use assessment ratio studies in establishing adjusted valuations.

Section 79-1008.01 would be amended by replacing adjusted valuations with assessed valuations in the hold harmless and "lop-off" calculations. Section 79-1008.02 would be amended to use assessed valuation in the minimum levy calculation. Section 79-1065.02 would be amended by replacing adjusted value with assessed value in the calculation of the state aid transfer for districts affected by annexations.

Section 79-1010 would be amended by replacing adjusted valuations with assessed valuations in determining responsibility for paying back incentives when a district withdraws or the unification is discontinued. 79-4,108 is amended by replacing adjusted valuations with assessed valuations in determining the payment of obligations of a unified system when a district withdraws or the unification is discontinued.

Section 77-3442 would be amended by rewording the maximum levy for the general fund common levy for learning communities. The current maximum levy is equal to the local effort rate. The new language would specify that the maximum levy is equal to \$0.95. With the current local effort rate provisions and a levy limit of \$1.05, the local effort rate and the maximum levy would equal \$0.95. However, with proposed changes, the local effort rate would become \$1.00.

Section 79-1241.03 would be amended to reflect the change to assessed valuations in the calculation of aid for educational service units (ESUs) and to increase the local effort rate from \$0.0135 to \$0.01425.

Minimum Levy

Section 79-1008.02 would be amended by increasing the difference between the maximum common levy for learning communities and the levy that will trigger a minimum levy adjustment from 2 cents to 5 cents.

Budget Limits

Section 79-1023 would be amended to implement a new method of determining budget limitations and to provide for a transition beginning with the 2009-10 school fiscal year. The new method would limit general fund budgets, with the special education budget subtracted out, to 120% of the formula needs minus the prior year's special education budget increased by the basic allowable growth rate.

For 2009-10, school districts would be limited to the greater of the prior year's general fund budget minus the special education budget as increased by the applicable allowable growth rate or the maximum budget under the new method.

For 2010-11, school districts would be limited to the greater of the prior year's general fund budget minus the special education budget as increased by the basic allowable growth rate or the maximum budget under the new method.

For 2011-12, school districts would be limited to the greater of the prior year's general fund budget minus the special education budget or the maximum budget under the new method.

For 2012-13 and each school fiscal year thereafter, the new limits would apply.

Section 79-1025 would be amended by limiting the allowable growth range to school fiscal years prior to 2009-10.

Section 79-1026.01 would be amended by limiting the determination of the applicable allowable growth rate to 2008-09.

Section 79-1028 would be amended to limit the exceptions to the allowable growth rate to school fiscal years prior to 2009-10 and by eliminating obsolete language and language that will not take effect until 2009-10.

A new section would provide exceptions to the new budget limitations. The exceptions would be for specific dollar amounts approved by the State Board of Education for:

- Repairs to infrastructure damaged by a natural disaster;
- Judgments, except judgments or orders from the CIR;
- Retirement Incentive Plan or the Staff Development Assistance;
- Reorganization incentive payments or base fiscal year incentive payments; and
- Amounts received for providing distance education courses.

Budget exceptions would be eliminated for interlocal agreements, voluntary termination agreements, or lease purchase contracts approved before July 1, 1998. Due to inclusion in the needs calculation, there would also no longer be budget exceptions for projected increases in formula students, operation expenses for new or expanded buildings, the first time inclusion of early childhood education students in the formula, increases in allowances, and transportation for new learning community members.

Section 79-1029 would be amended to limit the 1% exception to school fiscal years prior to 2009-10. The voting procedures for exceeding the budget limit would be revised to reflect the new method of determining budget limits.

Section 79-1030 would be amended to limit unused budget authority to school fiscal years prior to 2009-10 and to provide a transition. The transition would allow district to increase their budgets each year for 2009-10, 2010-11, and 2011-12 by an amount up to 5% of the district's formula need, except that the increases over the 3-year period would not be allowed to exceed the amount of unused budget authority remaining following the 2008-09 school fiscal year.

Section 79-1083.03 would be amended by limiting the separate provisions for determining budget authority for Class I school districts to school fiscal years prior to 2009-10 and by eliminating obsolete language.

Unified Systems

Sections 79-4,108 and the definition of "local systems" in § 79-1003 would be amended to allow formula needs to be calculated for the individual districts in unified systems.

ESU Funding

Section 79-1241.03 would be amended to reflect the change to assessed valuations in the calculation of aid for educational service units (ESUs) and to increase the local effort rate from \$0.0135 to \$0.01425.

Section 79-1229 would also be amended to require ESUs to submit annual financial reports.

Miscellaneous

Section 79-1001 would be amended to include new sections in the Tax equity and Educational Opportunities Support Act.

The definition of local system in § 79-1003 would be amended to again recognize that local systems could contain Class I school districts.

The definitions of qualified early childhood education average daily membership and qualified early childhood education fall membership in § 79-1003 would be clarified by restructuring the definitions without any substantive changes.

Section 79-1022.02 would be outright repealed. The section required the recertification of aid for 2003-04.

Section 79-1031.01 would be amended to eliminate obsolete language.

<i>BILL:</i>	<i>Sponsor:</i>	<i>Committee:</i>	<i>Priority:</i>	<i>Status:</i>
LB 1153	Raikes	Education	Education Com.	Held

LB 1153 would implement the recommendations of the Special Education Services Task Force. The Task Force was created under LB 316 (2007).

Section 1: Allows a student's school district of residence to contract directly with a residential provider located in another school district that is providing educational services, including special education for a student, or with the school district in which the service provider is located. Currently, the school district is required to contract with the district where the service provider is located. The change does not impact the amount paid for services but allows the payment to be made directly to the service provider. The other changes in the section deal with the educational responsibility of districts involved in student placements and do not change the entity responsible for paying the cost of services.

Section 2: Requires NDE in cooperation with teacher education institutions to conduct an annual special education recruitment camp for high school students beginning in 2009. It is assumed the camp will be conducted initially in the summer of 2009, so first year costs could be in either 2008-09 or 2009-10. NDE is to also conduct an annual advertising campaign to highlight the accomplishments of special education teachers in the state and to advertise the camp and the Attracting Excellence to Teaching Program. NDE estimates a general fund impact of \$100,000 in 2008-09 and thereafter for the camp and advertising campaign.

Sections 3-9: Change provisions of the Attracting Excellence to Teaching Program, which is a teacher loan forgiveness program. The changes relate primarily to the eligibility of individuals for the program. The amount of an annual loan is increased from \$2,500 to \$3,000. The period of time that an individual must teach in the state prior to a loan being forgiven is increased by two years.

The bill does not change the amount of overall funding for the loan forgiveness program. However, the changes in eligibility criteria for loans will likely result in a change in the particular individuals receiving the loans. The \$500 increase in the amount of a loan may decrease the number of individuals receiving loans since the funds available to be loaned are unchanged. It is also possible the two year extension of the time period an individual must teach in the state prior to a loan being forgiven, may result in some loans being repaid or defaulted upon due to noncompliance with the teaching requirement.

Section 11: Requires the State Board of Education to develop a parent guide relating to special education by January 1, 2009. NDE is to provide the guide to school districts in an electronic format. Districts are to provide a printed copy of the guide to parents or guardians when consent is requested to evaluate a child for special education services and with each notification of an individualized education program meeting.

NDE will have a workload increase related to the development of the parent guide, but it is assumed that any increased workload can be handled with existing staff and resources. School districts will have a minimal increase in expenses to provide a printed copy of the guide to parents and guardians as required.

Section 12: Requires NDE, by December 1, 2009, to prepare a report examining equity in the provision of special education in the state based upon information already provided to the department. A second report shall be submitted by December 1, 2013. The fiscal impact of the equity report will depend upon whether an outside entity is used to analyze and prepare the report. NDE projects a fiscal impact of \$32,000 general funds in 2009-10 to contract for data analysis and report preparation. The estimated cost to contract for the second report is \$51,000 in 2013-14. It is possible the fiscal impact would be considerably less if NDE used existing staff for the report.

**Educators Health Alliance
Rate Comparison for Health and Dental Plans
September 1, 2007 Renewal**

2006-07 2007-08

<i>BLUEPREFERRED HEALTH COVERAGE ONLY</i>	CURRENT RATES		RENEWAL RATES	
	Individual	Family	Individual	Family
\$150 Deductible Plan	\$381.26	\$1,074.98	\$411.84	\$1,161.19
\$300 Deductible Plan	\$361.16	\$1,018.30	\$390.13	\$1,099.97
\$550 Deductible Plan	\$343.66	\$968.97	\$371.22	\$1,046.68
\$1,050 Deductible Plan	\$327.38	\$923.09	\$353.64	\$997.12
\$1,250 Deductible HSA-Eligible Plan	\$316.38	\$892.03	\$341.75	\$963.57
\$550 Deductible Plan - Retirees	\$388.85	\$816.62	\$420.04	\$882.11

<i>DENTAL COVERAGE ONLY</i>	CURRENT RATES		RENEWAL RATES	
	Individual	Family	Individual	Family
Option 1 (Indemnity) - 20%* A & B Coverage	\$15.34	\$54.45	\$15.95	\$56.63
Option 2 (PPO) - 20%* A & B Coverage; 50%* C Coverage	\$16.47	\$58.46	\$17.13	\$60.80
Option 3 (Indemnity) - 20%* A, B & C Coverage	\$40.73	\$105.34	\$42.36	\$109.55
Option 4 (PPO) - 20%* A, B & C Coverage; 50%* D Coverage	\$37.14	\$96.06	\$38.63	\$99.90
Option 5 (PPO) - 0%* A, B & C Coverage	\$40.55	\$104.87	\$42.17	\$109.06

* Member coinsurance, based on the allowable charge for a covered service.

See reverse side for more information.

Educators Health Alliance
 Renewal Rates for Health, Dental and HDHP Coverages
 September 1, 2008 Renewal

2008-09

BLUEPREFERRED HEALTH COVERAGE	PREMIUM RATES EFFECTIVE SEPTEMBER 1, 2008			
	Employee	Ee & Child(ren)	Ee & Spouse	Ee, Spouse & Children
\$150 Deductible	\$473.16	\$875.36	\$993.64	\$1,275.89
\$300 Deductible	\$448.22	\$829.21	\$941.26	\$1,208.63
\$550 Deductible - Actives	\$426.49	\$789.02	\$895.64	\$1,150.05
\$1,050 Deductible	\$406.30	\$751.65	\$853.22	\$1,095.59
\$1,250 Deductible HSA-Eligible HDHP	\$392.64	\$726.38	\$824.54	\$1,058.75
\$550 Deductible - Retirees	\$469.14	\$867.92	\$985.20	\$1,265.06

DENTAL COVERAGE	PREMIUM RATES EFFECTIVE SEPTEMBER 1, 2008			
	Employee	Ee & Child(ren)	Ee & Spouse	Ee, Spouse & Children
80% A & B Coverage	\$20.16	\$37.30	\$42.34	\$54.36
80% A, B & C Coverage	\$42.82	\$79.22	\$89.92	\$115.46
PPO - 80% A & B with 50% C Coverage	\$20.70	\$38.30	\$43.47	\$55.82
PPO - 80% A, B & C with 50% D Coverage	\$38.99	\$72.13	\$81.88	\$105.14
PPO - 100% A, B & C Coverage	\$42.67	\$78.94	\$89.61	\$115.06

Dear Ashland-Greenwood Public Schools,

Staff I would like to propose a change in the extra curricular activities. The extra curricular activities are okay, but I think we need a little more action. So I would like to mention baseball to our school!

I think we can get a lot of kids out, and I've seen some kids in the summer and they can really play ball. There has already been over half of the schools around us that are playing baseball for a school sport. Not only would we get the kids involved, but we will also get the parents involved by helping with concession stands, cooking and fun fundraising.

Now I know there would be plenty of money spent in this new project but with all the parents involved the school has to make money. You could pay \$15 to play or if there are so many that go out for the sport we could have tryouts and the select few would pay to play. Now this would not only get the kids out and exercising but would also give AGPS more media hype.

This is only a suggestion, but we can see many ways this could benefit the school. Please take in consideration this letter and if baseball doesn't work out we can always stop. If you would like to reply back to us leave the letter with Mrs. Kucera and I will pick it up later. Thank you for your time and we hope to hear back from you!

From Jared T. Novotny

SUMMARY OF CHANGES

Department of Education Rule 91

Regulations Governing Driver Qualifications & Operational Procedures

for Pupil Transportation Vehicles

March 10, 2008

Description of Changes to NDE Rule 91	Section of Rule 91
Implementation date for Rule 91 is June 7, 2008. This is ninety days after the effective date of Rule 91.	001.05
Added definition of an activity trip -- Transportation of children, pupils and school personnel to and from a given location to a second or subsequent location or location without stopping to load or unload children along the way.	2.02
Level I Instructional Course has been extended to a minimum of 11 hours. The additional hour is due to the inclusion of the "School Bus Watch" video provided by the Agency of Homeland Security.	002.05 003.03B2
The Level II Instructional Course has been expanded from 2 hours to 3 hours of classroom time. The additional hour is due to the inclusion of the "School Bus Watch" video from the Agency of Homeland Security.	002.07
A Level II Waiver has been added. To obtain the waiver, the driver must get a passing score on an exam. The Level II waiver will expire in 60 days meaning the driver must complete the 3-hour Level II training within those 60 days.	002.08
On June 7, 2011, vehicles that were manufactured as 15-passenger vans and that were modified to carry a maximum of 10 passenger (excluding the driver) will no longer qualify as a small vehicle and cannot be used to transport students. This date is 3 years after the implementation date of Rule 91.	002.11A
<p>A Van Driving Course for drivers of modified 15-passenger vans has been added. Drivers of 15-passenger vans that have been modified to carry a maximum of 10 passengers (excluding the driver) must complete the 4-hour instructional Van Driving Course for driving these vehicles. This training includes 1 hour of hands-on training actually driving a 15-passenger van with qualified personnel. This course is required for activity and route driving. Information documenting the completion of this training should be maintained by the school.</p> <p>Exemption: This training is not required for anyone who has driven a modified 15-passenger van for the most recently completed two school years for activity trips or routes <u>and</u> has not been convicted (ticketed) for a traffic infraction driving <u>any</u> vehicle for the same period of time.</p> <p>Additional information:</p> <ul style="list-style-type: none"> • A driver that has completed the Level I or II Instructional Course will only be required to complete the 1 hour hands-on training. • By June 7, 2009, all drivers of the modified 15-passenger vans used to transport students must have completed the Van Driving Course <i>unless exemption described above applies to the driver.</i> • This requirement expires on June 7, 2011, when schools can no longer use the modified 15-passenger vans to transport students. 	002.15 003.01A1b

Description of Changes to NDE Rule 91	Section of Rule 91
Drivers will not need to carry Level I and II Instructional Cards because Level Cards will no longer be issued if they have a Nebraska address. The Nebraska Department of Motor Vehicles (DMV) now includes Level I and II driver information, Level I and II Waiver information and expiration dates in the DMV Interactive Driver's License Database. The Nebraska Safety Centers notifies drivers approximately 3-6 months prior the expiration of their Level I and II Instructional Course.	003.01C2
Each driver's successful driving record must be verified with DMV each year. Documentation must be kept on file by the school or agency.	003.03A3
Each driver's criminal history record must be updated by contacting the Nebraska State Patrol. The record would be updated in the year that coincides with the expiration of the individual's motor vehicle operator's license. Documentation must be kept on file by the school or agency.	003.03A5
When renewing a school bus permit, the driver will be required to take and pass the vision test. On the year that coincides with the expiration of the individual's motor vehicle operator's license, the individual will be required to take and pass a written exam, a skills (driving) test, and a vision test.	003.03C3
The Level I and II Instructional Courses are now valid for 5 years. A Driver must complete the Level II Instruction Course before the end of the 5 years or the driver is required to take the Level I Instructional Course.	003.03C4
Pre-trip vehicle inspections are now required once a day of operation – at a minimum. Previously, the pre-trip inspections were required each time the vehicle was used to transport students.	005.01
Post-trip checks are required for students that remain on the vehicle at the end of each activity trip or route. Bus drivers must do a walk-through of the bus to spot children remaining on the bus --- van drivers must do a thorough visual inspection for children. Schools may develop their own policy as to how these post-trip checks are conducted and documented.	005.02
Procedures for safely stopping the bus before loading and unloading of school buses were clarified and expanded.	005.03E 005.03G
Procedures for stopping the bus at a railroad crossing were clarified and expanded.	005.04C
Speed limits for school buses are as posted. Speed should be governed by the driving conditions at the time.	005.07A
Inclusion of Nebraska State Statutes that address the use of school buses: <ul style="list-style-type: none"> • §13-1208: Transport of the elderly and use during emergencies • §60-6,175: Bus stopping procedures; concealing stop arms and lights when used for other purposes. 	Appendix D
Inclusion of Federal Regulation Title 49 Part 567.7: Describes when vehicles have to be re-certified. "... (3) If the vehicle as altered has a different type classification from that shown on the original certification label, the type as modified shall be provided." This pertains to <i>new</i> vehicles that have had its capacity altered to the classification of a small vehicle. This Federal Regulation does not apply to the purchase of a used van.	Appendix E

SUMMARY OF CHANGES

Department of Education Rule 92

Regulations Governing the Minimum Equipment Standards and Safety Inspection Criteria

for Pupil Transportation Vehicles

March 10, 2008

Description of Changes to NDE Rule 92	Section of Rule 92
Implementation date for Rule 92 is June 7, 2008. Ninety days after the effective date of Rule 92.	001.06
On June 7, 2011, vehicles that were manufactured as 15-passenger vans and that were modified to carry a maximum of 10 passenger (excluding the driver) will no longer qualify as a small vehicle and cannot be used to transport students. (This date is 3 years after the implementation date of Rule 92.)	002.06
Bus specifications in these sections were aligned with national standards detailed in the 2005 National School Transportation Specifications and Procedures.	005 006 008 010
Activity buses may bear lettering identifying the school, school district, school mascot and/or school logos on the front and the rear of the bus body. (Located near the top of the bus at the front and the rear where the words "School Bus" would normally appear.)	006.15
"School Students" signs will no longer be required on small vehicles after June 7, 2008. Schools can opt to keep these signs on their small vehicles if they choose. This section was deleted from Rule 92.	Previously 007.02
Inclusion of Federal Regulation Title 49 Part 567.7: Describes when vehicles have to be re-certified. "... (3) If the vehicle as altered has a different type classification from that shown on the original certification label, the type as modified shall be provided." This pertains to <i>new</i> vehicles that have had its capacity altered to classification of a small vehicle. This Federal Regulation does not apply to the purchase of a used van.	Appendix M