

Board of Education Regular Meeting  
Monday, June 13, 2022 6:00 PM  
Boardroom at 1700 14th Avenue  
1700 14th Ave  
Nebraska City, NE 68410

1. Call to Order
  - 1.1. Roll Call
  - 1.2. Pledge of Allegiance
  - 1.3. Requests from Board Members to be Absent from this meeting
  - 1.4. Welcome to Visitors and Public
  - 1.5. Approval of Agenda
  - 1.6. Public Comment Time
  - 1.7. Approval of Minutes
  - 1.8. Claims and Accounts
  - 1.9. Financial Report
2. Old Business
  - 2.1. Supplemental Rates-student meal charges
3. New Business
  - 3.1. Committee Reports
    - 3.1.1. Education, Americanism and Civics
    - 3.1.2. Buildings and Grounds
    - 3.1.3. Finance
    - 3.1.4. Policy
  - 3.2. Policy Review
  - 3.3. Required Policy Revisions-KSB
  - 3.4. 2022-23 Athletic Budget
  - 3.5. Food Service Management Company Contract Renewal for 2022-23
  - 3.6. Food Service equipment purchases
  - 3.7. Purchase of vehicle
  - 3.8. Sale of school district vehicles
  - 3.9. Activity Account Transfer
  - 3.10. After School Club hourly rates
  - 3.11. Personnel
    - 3.11.1. Hiring
  - 3.12. Superintendent's Report
4. Adjournment

## **PUBLIC PARTICIPATION**

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:  
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please stand and state your name.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

**Public Participation at Board Meetings Form**  
**Nebraska City Public Schools Board of Education**

**PUBLIC COMMENTS**

The purpose of “Public Participation” is for the Board of Education to hear comments from the public. Since comments are not on the published agenda the Board will not discuss and/or answer questions during “Public Comments.”

The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may only speak one time per topic and must limit comments to around five (5) minutes. In the event more than six individuals wish to address the board, the 30 minutes will be divided equally between the number of speakers. At the discretion of the Board President or Chair, speakers may be allotted additional time.

**PLEASE PRINT**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Subject of Public Comment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**UNAPPROVED MINUTES**  
**Board of Education Work Session**  
**Education, Americanism and Civics Committee Meeting**  
**Monday, May 9, 2022 at 5:00 PM**  
**Boardroom at Central Office**  
**1700 14th Avenue**  
**Nebraska City, NE 68410**

The News Press and B103 were notified.

Notice was published in the Nebraska City News Press on Friday, April 29, 2022 and on the Nebraska City Public Schools website on Wednesday, April 20, 2022 stating the time and place of the meeting and stating that the known subjects on the agenda were on file and available for public inspection at the District Central Office, 1700 14th Avenue, Nebraska City, Nebraska. A copy of the postings from Friday, April 29, 2022 and Wednesday, April 20, 2022 is attached to these minutes.

This meeting is subject to the Open Meetings Law and Availability of the Agenda pursuant to Nebr. Rev. Stat. Chapter 84, Article 1412(8). A current copy of the Open Meeting Act is posted in the meeting room and the agenda is available.

**1. Call to Order**

Board President Jim Nemeč called the meeting to order at 5:00 PM.

**1.1 Roll Call**

Kent Blum: Present  
Lisa Chaney: Present  
Don Loseke: Present  
Jeff Frields: Absent  
Stacie Higgins: Present  
Jim Nemeč: Present  
Nick Schmitz: Absent  
Teri Stukenholtz: Absent  
Stephen Luther: Absent  
Present: 5, Absent: 4

**2. Public Comment Time**

No one addressed the board during Public Comment Time.

**3. Review Checklist**

Kate Sherwin reviewed the checklist with the Board and Superintendent Fritch followed by discussion.

**4. Adjournment**

**Order #16711-Motion Passed:** Motion to adjourn at 5:09 PM passed with a motion by Jim Nemeč and seconded by Lisa Chaney.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Absent  
Stacie Higgins: Yea  
Stephen Luther: Absent  
Jim Nemeč: Yea  
Nick Schmitz: Absent  
Teri Stukenholtz: Absent

Yea: 5, Nay: 0, Absent: 4

Submitted by Mark Fritch, Secretary

AFFP  
NOTICE OF MEETING OTOE COUNTY

**Affidavit of Publication**

STATE OF NEBRASKA }  
COUNTY OF OTOE } SS

Kurt Morrison, being duly sworn, says:

That he is Editor of the News-Press, a daily newspaper of general circulation, printed and published in Nebraska City, Otoe County, Nebraska; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 29, 2022

NOTICE OF MEETING  
OTOE COUNTY SCHOOL DISTRICT 111  
IN THE STATE OF NEBRASKA  
NOTICE IS HEREBY GIVEN that the Education Committee Meeting on Civics Work Session of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at 5:00 o'clock P.M., May 9, 2022 at Central Office, 1700 14th Avenue, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent.  
Mark Fritch  
Superintendent of Schools  
Published in the News-Press April 29, 2022.  
#71667 ZNEZ

That said newspaper was regularly issued and circulated on those dates.

SIGNED

[Signature]

Subscribed to and sworn to me this 29th day of April 2022.

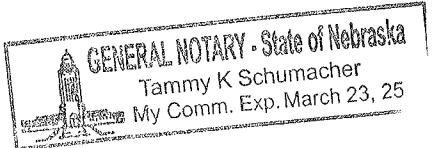
[Signature]  
Tammy K Schumacher

, Otoe County, Nebraska

My commission expires: March 23, 2025

01101377 00071667 402-873-6030

Carla Zaroban  
Nebraska City Public Schools  
1700 14th Avenue  
Nebraska City, NE 68410





## NOTICE OF WORK SESSION - MAY 9TH 2022

Damien Bertwell

APR 20, 2022

NOTICE IS HEREBY GIVEN that the **Education Committee Meeting on Civics Work Session** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **5:00** o'clock P.M., May 9, 2022 at **Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent.

Mark Fritch

Superintendent of Schools

**UNAPPROVED MINUTES**  
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**1. Call to Order**

Board President, Jim Nemec, called the meeting to order at 6:00 PM.

**1.1. Roll Call**

Kent Blum: Present  
Lisa Chaney: Present  
Don Loseke: Present  
Jeff Fields: Absent  
Stacie Higgins: Present  
Jim Nemec: Present  
Nick Schmitz: Present  
Teri Stukenholtz: Present  
Stephen Luther: Present  
Present: 8, Absent: 1

**1.2. Pledge of Allegiance**

**1.3. Requests from Board Members to be Absent from this meeting**

**Order #16712-Motion Passed:** Motion to approve the request to be absent from this meeting from Jeff Fields passed with a motion by Jim Nemec and a second by Kent Blum.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

#### 1.4. Welcome to Visitors and Public

#### 1.5. Approval of Agenda

**Order #16713-Motion Passed:** Motion to approve the agenda for May 9, 2022 passed with a motion by Teri Stukenholtz and a second by Don Loseke.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

#### 1.5. Public Comment Time

No one addressed the board during Public Comment Time.

#### 1.7. Approval of Minutes

**Order #16714-Motion Passed:** Motion to approve the minutes from the Special Meeting on April 19, 2022 passed with a motion by Kent Blum and a second by Teri Stukenholtz.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

#### 1.8. Claims and Accounts

**Order #16715-Motion Passed:** Motion to approve the claims and accounts as presented passed with a motion by Jim Nemec and a second by Stacie Higgins.

**General Fund:** \$788,173.06; **Payroll Fund:** \$1,155,245.40; **Payroll Benefits Fund:** \$208,987.62; **School Nutrition Fund:** \$94,874.07; **Building Fund:** \$9,443.61; **OCPUF Fund:** \$13,602.44; **Depreciation Fund:** \$34,000.00

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea

Yea: 8, Nay: 0, Absent: 1

### 1.9. Financial Report

**Order #16716-Motion Passed:** Motion to approve the financial report as presented passed with the current balance in the treasury being \$-1,197,069.40 (Balance does not include \$2,275,000.00 borrowed from TANS) with a motion by Jim Nemecek and a second by Kent Blum.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemecek: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

### 1.10. Principal's Comments-"What's Happening with the Pioneers!"

#### 2.0. Old Business

#### 2.1. Policy Revisions

**Order #16717-Motion Passed:** Motion to approve on second and final reading Policy 6003-Instructional Programs passed with a motion by Kent Blum and a second by Lisa Chaney.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemecek: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

#### 3.0. New Business

##### 3.1. Committee Reports

- 3.1.1. Education, Americanism and Civics Committee
- 3.1.2. Building and Grounds Committee Finance Committee
- 3.1.3. Finance Committee
- 3.1.4. Policy Committee

##### 3.2. Policy Reviews

Administration and the Policy Committee recommended the review of the following policies by the Board of Education: 5005-Transportation of Option Students, 5020-Rights of Custodial and Non-Custodial Parents, 5039-Fundraising Activities, 5042-Bulletin Boards, 5043-School-Sponsored Publications, 5050-Reporting Related to Exempt (Home) Schools, 5056-Free Expression by Students, 5064-Title 1 Supplement, Not Supplant

### 3.3. Special Education Vehicle Purchase

**Order #16718-Motion Passed:** Motion to allow the superintendent of schools the authority to purchase a special education van not to exceed \$50,000 passed with a motion by Jim Nemec and a second by Stephen Luther.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

### 3.4. Employee Handbooks

**Order #16719-Motion Passed:** Motion to approve the 2022-2023 Classified Employee Handbook as presented passed with a motion by Lisa Chaney and a second by Nick Schmitz.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

**Order #16720-Motion Passed:** Motion to approve to approve the 2022-2023 Certified Employee Handbook as presented passed with a motion by Stacie Higgins and a second by Teri Stukenholtz.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

### 3.5. Supplemental Rates

**Order #16721-Motion Passed:** Motion to approve the 2022-2023 Supplemental Rates as presented passed with a motion by Stacie Higgins and a second by Don Loseke.

Kent Blum: Yea  
Lisa Chaney: Yea

Don Loseke: Yea  
Jeff Frields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Abstain  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 7, Nay: 0, Abstain: 1 Absent: 1

### 3.6. Resolution Approving Cooperative Sponsorship Agreement

**Order #16722-Motion Passed:** Motion to adopt the following resolution for 2022-2023 and 2023-2024; Whereas, a proposed Agreement has been negotiated and drafted regarding the cooperative sponsorship of a joint high school Boys Cross-Country, Girls Cross-Country, Girls Golf, Boys Tennis, Softball, Boys Wrestling, Girls Wrestling, Baseball, Girls Tennis, Boys Golf program. Whereas, a copy of the proposed draft is attached and incorporated by reference. Now, therefore, be it resolved by the School Board of School District 111 as follows: 1) That the attached Cooperative Sponsorship Agreement do and hereby is approved; 2) That the Chair and Clerk are hereby authorized to execute the attached Cooperative Sponsorship Agreement and to make the required application to the Board of Directors of the Nebraska School Activities Association; and 3) That this resolution shall be effective only upon the adoption of a similar resolution by the Governing Board or School Board of the cooperating schools or school districts passed with a motion by Kent Blum and a second by Teri Stukenholtz.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

DRAFT

### 3.7. TAN Refinance

**Order #16723-Motion Passed:** Motion to approve the Resolution authorizing the issuance of Promissory Notes, Series 2022 in an amount not to exceed \$2,200,000 and related matters passed with a motion by Kent Blum and a second by Lisa Chaney.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

### 3.8. Central Office Refinance

There was discussion regarding the options available to refinance the Central Office building.

### 3.9. NIS Renewal

**Order #16724-Motion Passed:** Motion to approve the renewal of NIS, basic life and accidental death insurance and add the supplemental coverage as presented passed with a motion by Jim Nemec and a second by Stacie Higgins.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

### 3.10. Personnel

#### 3.10.1. Hirings

**Order #16725-Motion Passed:** Motion to approve the hiring of Joslynn Hudson, 2nd Grade Teacher; Susan Bartman, HS SPED Teacher; Angela Magee, Kindergarten Teacher; Tyler Ward, Certified Teacher; and Emily Donnell, HS English Teacher for the 2022-2023 school year passed with a motion by Teri Stukenholtz and a second by Don Loseke.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

#### 3.10.2. Resignation

**Order #16726-Motion Passed:** Motion to accept a letter of resignation from Josh Digmann, Hayward PE Teacher, passed with a motion by Stacie Higgins and a second by Jim Nemec.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Fields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

### **3.11. Superintendent's Report**

Superintendent Fritch reported on the following: After School Clubs grant, Maintenance of Effort, upcoming Summer retreat and work sessions, and a field turf update.

### **4.0. Adjournment**

**Order #16727-Motion Passed:** Motion to adjourn at 7:03 PM passed with a motion by Stacie Higgins and a second by Kent Blum.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Absent  
Stacie Higgins: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Teri Stukenholtz: Yea  
Stephen Luther: Yea  
Yea: 8, Nay: 0, Absent: 1

Submitted by  
Mark Fritch, Secretary

DRAFT

AFFP  
NOTICE OF MEETING OTOE COUNTY

**Affidavit of Publication**

STATE OF NEBRASKA }  
COUNTY OF OTOE } SS

NOTICE OF MEETING  
OTOE COUNTY SCHOOL DISTRICT 111  
IN THE STATE OF NEBRASKA

NOTICE IS HEREBY GIVEN that the Regular Meeting of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at 6:00 o'clock P.M., May 9, 2022 at Central Office, 1700 14th Avenue, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent.

Mark Fritch  
Superintendent of Schools  
Published in the News- Press April 29, 2022.  
#71658 ZNEZ

Kurt Marion, being duly sworn, says:

That he is Editor of the News-Press, a daily newspaper of general circulation, printed and published in Nebraska City, Otoe County, Nebraska; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 29, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

[Signature]

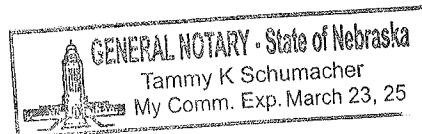
Subscribed to and sworn to me this 29th day of April 2022.

[Signature]  
Tammy K Schumacher, Otoe County, Nebraska

My commission expires: March 23, 2025

01101377 00071658 402-873-6030

Carla Zaroban  
Nebraska City Public Schools  
1700 14th Avenue  
Nebraska City, NE 68410





## NOTICE OF REGULAR MEETING - MAY 9, 2022

Damien Bertwell

APR 12, 2022

NOTICE IS HEREBY GIVEN that the **Regular Meeting** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00** o'clock P.M., May 9, 2022 at **Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent.

Mark Fritch

Superintendent of Schools

Nebraska City Public Schools

Board Report - Bill Listing

May-22

Vendor Name	Description	Check Total
Checking Account ID	08 Fund Number	08 Building Fund
ARBOR BANK	LOAN PAYMENT	127,427.68
SOUTHARD'S AUTOBODY REPAIR	VEHICLE REPAIRS	2,651.03
Fund Number	08	<u>130,078.71</u>
Checking Account ID	08	<u>130,078.71</u>
Checking Account ID	1 Fund Number	01 General Fund
AGTAC SERVICES, LLC	CUSTODIAL SERVICES	26,922.00
AKRS EQUIPMENT	MOWER REPAIRS	332.01
AMANDA KUHLENENGEL	STAFF MILEAGE	79.68
AMAZON.COM	MISC CHARGES	993.48
AMERICAN RECYCLING & SANITATION	TRASH REMOVAL	1,952.08
APPTEGY	DISTRICT WEBSITE	8,350.00
AVAYA	PHONE SERVICE CONTRACT	360.84
BOBCAT OF OMAHA	BOBCAT REPAIRS	1,925.03
BOHL PLUMBING	PLUMBING REPAIRS	283.74
BORDER STATES INDUSTRIES INC	LIGHT SWITCHES	70.14
CAPITAL BUSINESS SYSTEMS	COPIES	266.54
CAPITAL BUSINESS SYSTEMS	COPIER LEASE	2,685.11
CAPITAL ONE	MISC CHARGES	1,293.58
CARD SERVICES	MISC CHARGES	2,399.47
CARLA ZAROBAN	CO SUPPLIES	27.00
CHERRY ROAD MEDIA	ADVERTISING	199.50
CONCRETE INDUSTRIES, INC.	NS RETAINING WALL	170.18
DAKOTA TRUCK UNDERWRITERS	WC INSURANCE	6,028.00
DAS STATE ACCOUNTING	DISTANCE LEARNING	259.49
DEPRECIATION FUND	REPAY INTERCOMPANY LOAN	105,000.00
DOUGLAS TIRE	TIRE REPAIRS	103.95
ESU #4	SRS SOFTWARE & CONTRACTED SERVICES	5,363.95
FACILITY ADVOCATES	HVAC ESSERS II PROJECT	250,000.00

FIRST STUDENT INC	CONTRACT TRANSPORTATION	29,221.24
GOPHER SPORT	DODGEBALLS	310.50
GOVCONNECTION, INC.	CLUBS EQUIPMENT	944.98
GROWING WORDS THERAPY	CONTRACTED SERVICES	770.13
HEARTLAND ROOFING CONSULTANTS	SERVICE CONTRACT	4,817.50
Home Depot Pro	MS WEIGHT RM FLOORING	1,380.07
INDOFF INCORPORATED	CUSTODIAL SUPPLIES	1,657.08
JENNA HENRICHS	CONTRACTED SERVICES	3,949.32
JOHNSON CONTROLS FIRE	NS FIRE PANEL	1,073.89
JUDY GOERING	HW SUMMER CLUBS	190.91
JW PEPPER & SON, INC	MUSIC SUPPLIES	1,370.83
KSB SCHOOL LAW, PC, LLO	LEGAL SERVICES & POLICY UPDATES	1,032.50
LAKESHORE LEARNING MATERIALS	WRITING JOURNALS	296.72
LANDIS ENGINE	EQUIPMENT REPAIRS	31.44
LAWSON PRODUCTS INC.	CUSTODIAL SUPPLIES	642.47
LUNCHTIME SOLUTIONS, INC.	PRE K SNACKS	438.03
MADISON NATIONAL LIFE	MAY CLASSIFIED LTD	479.54
MATHESON TRI-GAS INC.	BOTTLE RENTAL	186.76
MENARDS SOUTH	DISTRICT SUPPLIES	527.94
MERCER'S DO IT BEST	MISC CHARGES	155.53
MICHAEL DAVIDSON	STAFF MILEAGE	99.45
MILLER MONROE FARRELL INSURANCE	INSURANCE	12,676.00
Mobile Defenders, LLC	TECHNOLOGY REPAIRS	55.98
MULLENAX AUTO SUPPLY	SUPPLIES	146.30
NASB	NAEP CONVENTION	210.00
NATIONWIDE	TREASURER BOND	179.00
NCECBVI	CONTRACTED SERVICES	17,600.00
NCPS FOUNDATION	MAY LEASE	250.00
NEBRASKA CITY UTILITIES	UTILITIES	49,597.98
NO LIMIT POWER, INC	FUEL GAUGE/FILTER	192.64
O'REILLY AUTO PARTS	VEHICLE REPAIRS	681.13
ONE SOURCE	BACKGROUND CHECKS	309.00
OTOE COUNTY TREASURER	2013 VAN TITLE FEE	10.00

PAPER TIGER SHREDDING, INC.		SHREDDING SERVICE	87.00
PAYROLL ACCOUNT-NC PUBLIC SCH		MAY 2022 PAYROLL	1,131,578.90
PLATTEVIEW HIGH SCHOOL		CONTEST FEES	345.00
POSTMASTER		PO BOX FEE	1,570.00
POWERSCHOOL GROUP LLC		POWERSCHOOL SIS & TALENT ED	18,418.38
POWERTECH		SMOKE DETECTORS	302.59
PRAIRIE MECHANICAL CORPORATION		MS AND NS HVAC REPAIRS	1,501.40
PURCHASE POWER		POSTAGE	1,100.00
RIVER VIEW PEST CONTROL, INC.		PEST CONTROL	600.00
S AND R AUTO DETAILING		2013 VAN SEATS CLEANED	115.00
SAMANTHA COLLINS		MILEAGE 21-22	283.14
SCHOOL HEALTH CORP.		NS COOP SUPPLIES	189.96
SOLIANT HEALTH, LLC		CONTRACTED SERVICES	3,570.00
STAPLES BUSINESS ADVANTAGE		PAPER	7,677.60
TAMARA CHASE		MILEAGE	115.42
TANYA LEE		CONTRACTED SERVICES	245.00
TEACHER INNOVATIONS, INC.		STAFF PLANBOOK	1,440.00
THYSSENKRUPP ELEVATOR CORP		ELEVATOR SERVICE	1,753.20
TIME MANAGEMENT SYSTEMS INC		TIME CLOCK	329.00
TRACTOR SUPPLY CREDIT PLAN		GROUNDS MAINT.	69.97
UNITE PRIVATE NETWORKS		INTERNET	648.84
VERIZON WIRELESS		CELL PHONE	922.51
VOSS LIGHTING		MS BOILER RM BULBS	61.70
VOYAGER FLEET SYSTEMS		FUEL CHARGES	6,521.66
WESTLAKE ACE HARDWARE		FAN	48.01
WEX BANK		FUEL CHARGES	1,194.08
WINDSTREAM		PHONE	2,512.00
ZANER BLOSER, INC.		HW BOOKS/ONLINE ACCESS	2,904.85
Fund Number	01		<u>1,732,655.84</u>
Checking Account ID	1		<u>1,732,655.84</u>
Checking Account ID	2	Fund Number	01 General Fund
BLUE CROSS BLUE SHIELD		MAY HEALTH & DENTAL INSURANCE	205,187.92
MADISON NATIONAL LIFE		MAY 2022 LIFE INS	1,677.07

VSP, INC		MAY 2022 VISION INSURANCE	1,619.24
Fund Number	01		<u>208,484.23</u>
Checking Account ID	2		<u>208,484.23</u>
Checking Account ID	6	Fund Number	<u>06 School Nutrition</u>
AMY NELSON		LUNCH REFUND	26.85
ASHLEIGH JOHNSON		LUNCH REFUND	78.50
BOB'S WELDING SHOP		HW FREEZER INSTALL	1,238.14
CARMEN SCHREITER		LUNCH REFUND	21.95
CRAIG TAYLOR		LUNCH REFUND	147.25
JOHN BREAZILE		LUNCH REFUND	48.05
JOSHUA FRIX		LUNCH REFUND	308.44
KIM KREIFELS		LUNCH REFUND	69.25
LINDSAY COOK		LUNCH REFUND	10.35
LUNCHTIME SOLUTIONS, INC.		APRIL FOOD SERVICE	86,836.02
MENARDS SOUTH		HW FREEZER INSTALL	405.94
RACHEL SCHALK		LUNCH REFUND	9.65
RESTAURANT DESIGN EQUIPMENT		HW COOLER/FREEZER	32,802.84
SCOTT HOBBIE		LUNCH REFUND	16.25
TERRENCE TODD		LUNCH REFUND	4.50
THERESA BROWN		LUNCH REFUND	11.75
Fund Number	06		<u>122,035.73</u>
Checking Account ID	6		<u>122,035.73</u>

Nebraska City Public Schools  
May 2022  
Summary Financial Report

**General Fund**

The General Fund finances all facets of services rendered by the school district including payroll, benefits, equipment, supplies, insurance, building occupancy, contracted services, and other daily functions and operations of the district. The tax levy for this fund is restricted to \$1.05 plus qualified exclusions. The proposed General Fund levy for 2021-22 1.047676

Balance Forward	1,052,256.44
Revenue	4,239,632.12
Expenses	<u>1,732,655.84</u>
Balance	3,340,400.34

**Building Fund**

The Building Fund is used to acquire or improve sites and/or to erect, alter or improve buildings. The sale of bonds, the sale of property, or tax receipts will be the primary sources of revenue for the Special Building Fund. Regardless of the source of money to be used for building construction and related costs, all income for the purposes of this fund shall be accountable through this fund. The tax levy for this fund falls under the \$1.05 levy limit and is further restricted to \$0.14 with local board approval or \$0.175 following a vote of the people for a term not to exceed ten years. The proposed Building Fund levy for 2021-22 .016733

Balance Forward	160,229.83
Revenue	57,212.87
Expenses	<u>130,078.71</u>
Balance	87,363.99

**QCPUF Fund**

A Qualified Capital Purpose Undertaking Fund (QCPUF) may be established for the removal of environmental hazards, the reduction or elimination of accessibility barriers in school district buildings, modifications for life safety code violations, life safety hazards, and mold abatement and prevention projects for existing facilities only. General Fund expenditures for the purpose of this fund are not allowable. Effective April 19, 2016, the tax levy for this fund is restricted to \$0.03. The tax levy for QCPUF projects in place prior to April 19, 2016, remains at \$0.052. The levy may exceed the \$0.03 levy limit if valuation has decreased from the last year bonds were issued and the bond principal and interest obligation cannot be met. Tax levies cannot exceed ten years for each project. The proposed QCPUF levy for 2021-22 .030728

Balance Forward	149,266.50
Revenue	81,432.09
Expenses	<u>0.00</u>
Balance	230,698.59

**Cooperative Fund**

The Cooperative Fund may be used by the school district acting as the fiscal agent for any cooperative activity between one or more public agencies. All school districts, including the school district acting as the fiscal agent, shall show the payment for services to the cooperative in their General Fund. Nebraska City Public Schools utilized the Cooperative Fund to receipt and disburse funds received Technology Bonds. Those funds are no longer available to be accessed or used.

Balance Forward	97,308.35
Revenue	8.97
Expenses	<u>0.00</u>
Balance	97,317.32

**Depreciation Fund**

The purpose of the Depreciation Fund is to facilitate the eventual purchase of costly items by spreading replacement costs over a period of years in order to avoid a disproportionate tax effort in a single year to make the purchase. To allocate monies from the General Fund, a school district will transfer funds as an expense from the General Fund, and the Depreciation Fund will show the transfer as revenue from the General Fund. The school district must divide this fund into more than one account to allocate a portion of this fund for different valid purposes. The Depreciation Fund is a component of the General Fund.

Balance Forward	309,524.42
Revenue	105,000.00
Expenses	<u>0.00</u>
Balance	414,524.42

**School Nutrition Fund**

The School Nutrition Fund (formerly School Lunch Fund) is required to accommodate the financial activities of all Nutrition Programs operated by the school district. The School Nutrition Fund shall reflect a record of all revenues and expenditures incident to the operation of all Nutrition Programs. If a deficit is incurred in the operation, the deficiency shall be covered by funds transferred from the General Fund.

Balance Forward	429,403.71
Revenue	111,984.59
Expenses	<u>122,053.13</u>
Balance	419,335.17

**Payroll Account**

An internal account created for exclusive use by Nebraska City Public Schools. This account receives funds from the General Fund on a monthly basis to cover monthly payroll, benefits, and associated expenses.

Balance Forward	34,232.86
Revenue	1,131,578.90
Expenses	<u>1,131,608.57</u>
Balance	34,203.19

**Section 125 Account**

An internal account created for exclusive use by Nebraska City Public Schools. This account receives funds from individual employees' monthly salary/wages to cover monthly employee-elected deductions for childcare and healthcare expenses.

Balance Forward	31,799.83
Revenue	6,189.17
Expenses	<u>6,186.97</u>
Balance	31,802.03

**Meyer Memorial Fund**

An internal account created for exclusive use by Nebraska City Public Schools. This fund, established by donations from the Meyer family, is used to fund scholarships.

Balance Forward	233,227.73
Revenue	.04
Expenses	<u>0.00</u>
Balance	230,227.77

NEBRASKA CITY PUBLIC SCHOOLS 66-0111							21-22	20-21
GENERAL FUND MONTHLY FINANCIAL REPORT			REC'D MONTH	REC'D THRU:	REC'D THRU		% OF BUDGET TO	% OF BUDGET TO
	RECEIPTS:	BUDGETED	MAY	5/31/2022	5/31/2021	DIFFERENCE	BE RECEIVED	BE RECEIVED
	LOCAL PROPERTY TAXES	9,505,438.00	2,888,743.63	8,644,555.88	8,323,128.79	321,427.09	9.06%	
	CARLINE TAX	10,000.00	1,553.65	4,705.25	4,368.87	336.38	52.95%	
	IN LIEU OF TAX, 5% GROSS	5,600.00		7,380.57	5,743.50	1,637.07		
	MOTOR VEHICLE TAX	800,000.00	67,441.98	617,711.31	644,026.93	-26,315.62	22.79%	
	PENALTIES AND INTEREST ON TAXES	0.00						
	TUITION FROM OTHER DISTRICTS-SPED	0.00			5,740.00	-5,740.00		
	LOCAL LICENSE FEES, CITY	5,000.00	150.00	4,456.76	1,220.00	3,236.76	10.86%	
	RENTAL OF SCHOOL FACILITIES	2,000.00	1,750.00	1,887.50		1,887.50		
	OTHER LOCAL REVENUE	35,000.00		15,713.20	17,841.25	-2,128.05	55.11%	
	COUNTY FINES & LICENSE FEES	145,000.00	14,881.24	119,853.25	116,568.13	3,285.12	17.34%	
	ESU RECEIPTS				1,253.60	-1,253.60		
	OTHER COUNTY SOURCES					0.00		
	STATE AID	4,578,299.00	908,072.00	4,124,268.00	3,654,864.00	469,404.00	9.92%	
	SPECIAL EDUCATION PROGRAM	1,200,000.00	182,641.00	1,001,559.00	968,918.00	32,641.00	16.54%	
	SPECIAL EDUCATION TRANSP.	26,000.00	25,941.00	25,941.00	25,297.00	644.00	0.23%	
	HOMESTEAD EXEMPTION	265,000.00	48,962.91	146,888.73	140,279.37	6,609.36	44.57%	
	RELIEF TO PROPERTY TAXPAYERS	525,000.00	354.91	570,842.97	526,672.14	44,170.83	-8.73%	
	PERSONAL PROPERTY TAX CREDIT	10,000.00				0.00	100.00%	
	RAILROAD CREDIT				2.58	-2.58		
	HIGH ABILITY LEARNERS	10,000.00		9,192.00	9,149.00	43.00	8.08%	
	RULE 4 TEXTBOOK LOAN	20,000.00		9,033.41		9,033.41	54.83%	
	PRO-RATE MOTOR VEHICLE	15,000.00	11.17	20,726.15	15,449.62	5,276.53	-38.17%	
	STATE APPORTIONMENT	200,000.00		196,688.18	199,249.60	-2,561.42	1.66%	
	IN LIEU OF SCHOOL LAND TAX	3,000.00		77.57	1,736.70	-1,659.13	97.41%	
	DISTANCE EDUCATION INCENTIVE PAYMENTS					0.00		
3,677.00	STATE EARLY CHILDHOOD	82,000.00	6,236.00	66,267.00	54,837.00	11,430.00	19.19%	
16,948.49	PROJECT AWARE			16,611.96		16,611.96		
24,437.00	TITLE I	326,570.00		260,688.00	167,244.00	93,444.00	20.17%	
	TITLE I, PART A NCLB IMPROV BASIC PRGM					0.00		
	TITLE II PART A	78,527.00	37,560.00	67,876.00	40,865.00	27,011.00	13.56%	
45,341.00	IDEA BASE	344,417.00		356,707.00	200,245.00	156,462.00		
	IDEA PRESCHOOL BASE	7,968.00		6,556.00	2,187.00	4,369.00	17.72%	
	IDEA NON PUBLIC	37,285.00		12,940.00	23,799.00	-10,859.00	65.29%	
647.00	IDEA PRESCHOOL BASE-ARP	5,905.00				0.00		
19,880.00	IDEA BASE-ARP	66,251.00		17,054.00		17,054.00		
	IDEA NON PUBLIC -ARP	7,861.00		604.00		604.00		
	MEDICAID IN PUBLIC SCHOOLS					0.00		
	MAAPS RECEIPTS	35,000.00	19,919.43	42,649.23	31,019.92	11,629.31	-21.85%	
	ESSERS/CARES GRANT				246,905.00	-246,905.00		
7,095.00	ESSERS II	741,885.00		244,900.00		244,900.00		
286,325.00	ESSERS III			414,156.00		414,156.00		
	N-SPDG GRANT					0.00		
15,374.00	TITLE IV, PART B, NCLB 21ST CENTURY	185,000.00	34,820.00	157,082.00	100,992.00	56,090.00	15.09%	
	LONG TERM LOAN-LOC	950,000.00				0.00		
	TAX ANTICIPATION NOTES	2,275,000.00						
	SALE OF BONDS			10,188.94		10,188.94		
	TRANSFERS FROM FUNDS					0.00		
	OTHER NON-REVENUE RECEIPTS			887.77	115.42	772.35		
	TOTAL WITHOUT INTERCOMPANY RECEIP	22,504,006.00	4,239,038.92	17,196,648.63	15,529,718.42	1,666,930.21	23.58%	27.41%
	NON PROGRAM RECEIPTS		-105,000.00				Does not include TANS	
419,724.49	GRAND TOTAL	22,504,006.00	4,134,038.92	17,196,648.63	15,529,718.42			

			DISB. MONTH	DISB. THRU:	DISB. THRU:		21-22	20-21
	DISBURSEMENTS:	BUDGETED	MAY	5/31/2022	5/31/2021	DIFFERENCE	% OF BUDGET TO	% OF BUDGET TO
							BE SPENT	BE SPENT
1100	INSTRUCTION	5,683,265.00	401,098.17	3,865,031.22	4,204,995.34	(339,964.12)	31.99%	
1115	CAREER ACADEMY	140,200.00	8,296.98	91,469.54	144,597.66	(53,128.12)	34.76%	
1150	ELL	310,925.00	26,917.05	254,999.09	219,212.86	35,786.23	17.99%	
1160	POVERTY	2,124,555.00	183,221.79	1,725,117.20	1,532,007.69	193,109.51	18.80%	
1190	PRESCHOOL LOCAL FUNDS	152,300.00	13,111.11	120,044.96	114,226.15	5,818.81	21.18%	
1200	SPECIAL EDUCATION	2,539,475.00	187,484.55	1,803,551.05	1,803,697.43	(146.38)	28.98%	
1300	DRIVER'S ED/SUMMER SCHOOL	20,455.00	0.00	0.00	10,271.02	(10,271.02)	100.00%	
2120	GUIDANCE	180,575.00	13,830.22	136,552.98	124,353.56	12,199.42	24.38%	
2130	HEALTH/NURSE	94,120.00	7,260.29	70,783.17	64,661.68	6,121.49	24.79%	
2140	PSYCHOLOGY	210,175.00	14,912.14	152,081.31	147,552.46	4,528.85	27.64%	
2150	SPEECH/AUDIOLOGY	170,250.00	11,967.76	124,146.78	176,017.27	(51,870.49)	27.08%	
2160	OCCUPATIONAL THERAPY	38,755.00	2,677.55	24,054.29	35,822.62	(11,768.33)	37.93%	
2170	PHYSICAL THERAPY	15,400.00	211.32	2,641.13	3,933.33	(1,292.20)	82.85%	
2180	VISION	700.00	0.00	0.00	94.08	(94.08)	100.00%	
2190	OTHER SUPPORT SERVICES	90,000.00	490.03	15,803.88	20,738.45	(4,934.57)	82.44%	
2212	CURRICULUM DIRECTOR	81,650.00	6,196.33	56,057.43	59,002.39	(2,944.96)	31.34%	
2214	STANDARDS DIRECTOR	85,550.00	6,196.31	56,217.24	62,193.62	(5,976.38)	34.29%	
2220	LIBRARY	193,560.00	14,676.11	142,177.60	138,360.10	3,817.50	26.55%	
2290	EARLY RETIREMENT	145,000.00		143,814.00	191,468.00	(47,654.00)	0.82%	
2310	SCHOOL BOARD	110,400.00	1,609.91	57,719.07	59,739.72	(2,020.65)	47.72%	
2320	SUPERINTENDENT	292,050.00	22,227.53	202,051.83	211,168.56	(9,116.73)	30.82%	
2410	PRINCIPALS	948,900.00	73,645.07	728,896.97	696,164.42	32,732.55	23.19%	
2510	BUSINESS OFFICE	293,325.00	19,028.15	178,934.90	218,338.80	(39,403.90)	39.00%	
2520	VEHICLE ACQUISITION	40,000.00				-	0.00%	
2580	TECHNOLOGY	210,450.00	33,460.69	131,222.69	97,599.13	33,623.56	37.65%	
2610	PLANT OPERATION	1,076,630.00	97,673.11	901,294.42	799,533.67	101,760.75	16.29%	
2620	MAINTENANCE	869,336.00	45,954.91	413,718.05	380,640.65	33,077.40	52.41%	
2700	PUPIL TRANSPORTATION	362,450.00	39,614.78	303,630.04	277,776.82	25,853.22	16.23%	
3535	HIGH ABILITY LEARNERS	102,250.00	394.36	4,047.20	68,692.95	(64,645.75)	96.04%	
3540	STATE EARLY CHILDHOOD	81,380.00	6,268.11	60,828.04	70,391.58	(9,563.54)	25.25%	
3590	PROJECT AWARE		7,711.41	42,343.92	-	42,343.92		
3599	TEXTBOOK LOAN	20,000.00			-	-	100.00%	
5000	DEBT SERVICES	3,343,000.00		958,731.25	1,829,130.60	(870,399.35)	71.32%	
6200	TITLE I	395,950.00	24,614.70	242,639.81	289,317.58	(46,677.77)	38.72%	
6310	TITLE II PART A	105,400.00		40,737.80	14,821.67	25,916.13	61.35%	
6406	IDEA PART B PRESCHOOL	7,968.00		7,967.40	7,807.41	159.99	0.01%	
6408	IDEA BASE/ENROLLMENT/POVERTY	335,805.00	24,042.01	307,172.71	215,239.09	91,933.62	8.53%	
6412	NON-PUBLIC SPED	35,625.00		15,672.48	23,067.72	(7,395.24)	56.01%	
6422	IDEA PRESCHOOL-ARP	5,905.00	647.50	1,411.90	1,411.90		76.09%	
6421	IDEA BASE-ARP	66,251.00	19,881.09	47,667.15		47,667.15	28.05%	
6423	IDEA NON PUBLIC -ARP	7,861.00		604.80		604.80	92.31%	
6700	PERKINS	0.00		260.00		260.00		
6968	TITLE IV, PART B, NCLB 21ST CENTURY	187,745.00	18,318.16	141,419.43	98,764.16	42,655.27	24.67%	
6990	N-SPDG GRANT-PBIS	0.00			22.03	(22.03)		
6996	ESSERS/CARES GRANT	0.00		8,859.28	63,253.16	(54,393.88)		
6997	ESSERS II	773,381.00	7,097.62	253,887.93	107,003.65	146,884.28	67.17%	
6998	ESSERS III		286,325.82	736,813.43		736,813.43		
	SUBTOTAL	21,948,972.00	1,627,062.64	14,573,075.37	14,581,679.08	-8,603.71	33.60%	33.27%
	TRANSFER TO FUND						Does NOT include TANS	
	NON-PROGRAM CHARGES							
	TOTAL DISBURSEMENTS:	21,948,972.00	1,627,062.64	14,573,075.37	14,581,679.08			



MAY 2022  
ENROLLMENT

									GRADES								
		PK	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL	
BUILDING																	
Northside		54	109	105	107											375	
Hayward						92	91	97								280	
Middle School									115	113	96					324	
High School												105	100	111	97	413	
*Other															2	2	
TOTAL		54	109	105	107	92	91	97	115	113	96	105	100	111	99	1394	
10/31/21 COUNT		55	108	108	109	90	94	99	118	112	96	109	103	117	105	1423	
		-1	1	-3	-2	2	-3	-2	-3	1	0	-4	-3	-6	-6	-29	
* Special Education students contracted to other schools or agencies.																	

Regular; Beginning Month 05/2022; Processing Month 05/2022; Fund Balance Account 166 Records Selected; Fund Number 05

**Fund: 05 Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0001	VARSIY FOOTBALL BALANCE	468.93	0.00	0.00	0.00	468.93
05 704 0002	9TH FOOTBALL BALANCE	(231.07)	0.00	0.00	0.00	(231.07)
05 704 0003	7-8 FOOTBALL BALANCE	(1,732.43)	0.00	0.00	0.00	(1,732.43)
05 704 0004	VARSIY BBB BALANCE	(1,807.44)	0.00	0.00	0.00	(1,807.44)
05 704 0005	9TH BBB BALANCE	(64.00)	0.00	0.00	0.00	(64.00)
05 704 0006	7-8 GBB BALANCE	(484.00)	0.00	0.00	0.00	(484.00)
05 704 0007	7-8 BBB BALANCE	(573.98)	0.00	0.00	0.00	(573.98)
05 704 0008	VARSIY B TRACK BALANCE	(1,050.30)	350.00	0.00	0.00	(1,400.30)
05 704 0009	NC INVITATIONAL TRACK BALANCE	4,141.62	43.31	0.00	0.00	4,098.31
05 704 0010	TRAVELING GIRLS BB BALANCE	4,566.80	0.00	0.00	0.00	4,566.80
05 704 0011	7-8 TRACK BALANCE	(100.00)	240.00	0.00	0.00	(340.00)
05 704 0012	VARSIY WRESTLING BALANCE	(7,940.80)	0.00	0.00	0.00	(7,940.80)
05 704 0013	7-8 WRESTLING BALANCE	(2,614.00)	75.00	500.00	0.00	(2,189.00)
05 704 0014	CROSS COUNTRY BALANCE	(2,054.82)	0.00	0.00	0.00	(2,054.82)
05 704 0015	VARSIY GIRLS TRACK BALANCE	(361.00)	0.00	0.00	0.00	(361.00)
05 704 0016	VARSIY GBB BALANCE	(3,618.42)	118.00	0.00	0.00	(3,736.42)
05 704 0017	9TH GBB BALANCE	(1,233.82)	0.00	0.00	0.00	(1,233.82)
05 704 0018	VARSIY VOLLEYBALL BALANCE	(221.89)	0.00	0.00	0.00	(221.89)
05 704 0019	9TH VOLLEYBALL BALANCE	(1,060.00)	0.00	0.00	0.00	(1,060.00)
05 704 0020	7-8 VOLLEYBALL BALANCE	(1,218.61)	0.00	0.00	0.00	(1,218.61)
05 704 0021	BOYS TENNIS BALANCE	(717.62)	0.00	0.00	0.00	(717.62)
05 704 0022	GIRLS TENNIS BALANCE	(376.45)	60.76	600.00	0.00	162.79
05 704 0023	MS CRAFTS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0024	GOLF BALANCE	(1,505.55)	329.98	0.00	0.00	(1,835.53)
05 704 0025	FFA BALANCE	13,035.13	118.97	40.00	0.00	12,956.16
05 704 0026	FCCLA BALANCE	3,956.82	4,269.73	331.00	0.00	18.09
05 704 0027	PIONNER YOUTH BOYS BASKETBALL BALANCE	4,206.53	0.00	0.00	0.00	4,206.53
05 704 0028	NS BOOK FUND BALANCE	4,117.01	2,411.59	12.99	0.00	1,718.41
05 704 0029	SINGERS BALANCE	(226.25)	0.00	0.00	0.00	(226.25)
05 704 0030	MUSICAL BALANCE	9,906.72	874.76	0.00	0.00	9,031.96
05 704 0031	DECA BALANCE	(564.84)	0.00	0.00	0.00	(564.84)
05 704 0032	MS CONCESSIONS BALANCE	(128.59)	285.42	0.00	0.00	(414.01)
05 704 0033	FBLA BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0034	HS POP MONEY BALANCE	14.16	0.00	0.00	0.00	14.16
05 704 0035	MS POP BALANCE	539.07	0.00	0.00	0.00	539.07
05 704 0036	HS BAND RESALE BALANCE	59.89	0.00	1,087.00	0.00	1,146.89

Activity Fund Balance Report - Summary - Exclude Encumbrances

05/2022 - 05/2022

Regular, Beginning Month 05/2022; Processing Month 05/2022; Fund Balance Account 166 Records Selected; Fund Number 05

Fund: 05 Activity Fund

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 0037	MS BAND RESALE BALANCE	966.65	0.00	120.00	0.00	1,086.65
05 704 0038	MS WRESTLING CLUB BALANCE	3,096.41	0.00	0.00	0.00	3,096.41
05 704 0039	PIONEER FOOTBALL BALANCE	3,309.86	0.00	50.00	0.00	3,359.86
05 704 0040	WEIGHTLIFTING BALANCE	538.69	0.00	0.00	0.00	538.69
05 704 0041	MS TRACK CLUB BALANCE	458.77	0.00	0.00	0.00	458.77
05 704 0042	CHILDRENS CHOIR BALANCE	275.71	0.00	0.00	0.00	275.71
05 704 0043	HW BOOK FUND BALANCE	1,473.94	0.00	0.00	0.00	1,473.94
05 704 0044	WRESTLING MATMAIDS BALANCE	322.14	0.00	0.00	0.00	322.14
05 704 0045	CHEERLEADERS BALANCE	(7,204.54)	9,366.50	5,359.87	0.00	(11,211.17)
05 704 0046	CLASS OF 2023 BALANCE	1,257.95	0.00	0.00	0.00	1,257.95
05 704 0047	DANCE TEAM BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0048	SPEECH CONTEST BALANCE	2,558.08	0.00	0.00	0.00	2,558.08
05 704 0049	DRAMA ACTIVITY BALANCE	536.15	0.00	0.00	0.00	536.15
05 704 0050	MS STUDENT COUNCIL BALANCE	16,092.94	0.00	0.00	0.00	16,092.94
05 704 0051	HS STUDENT COUNCIL BALANCE	2,764.91	0.00	0.00	0.00	2,764.91
05 704 0052	JOURNALISM BALANCE	5,312.10	0.00	1,330.00	0.00	6,642.10
05 704 0053	BIG MAC MATH BALANCE	4,027.08	0.00	0.00	0.00	4,027.08
05 704 0054	ART CLUB BALANCE	1,465.81	0.00	0.00	0.00	1,465.81
05 704 0055	CONSTRUCTION CLASS BALANCE	2.91	0.00	0.00	0.00	2.91
05 704 0056	NATIONAL HONOR SOCIETY BALANCE	350.19	128.05	240.00	0.00	462.14
05 704 0057	DISTRICT ACTIVITY FUND BALANCE	6,680.41	2,207.50	45.00	0.00	4,517.91
05 704 0058	HS BAND ACTIVITY BALANCE	481.18	0.00	0.00	0.00	481.18
05 704 0059	6TH GRADE BAND BALANCE	(985.68)	0.00	0.00	0.00	(985.68)
05 704 0060	HS BOOK SALES BALANCE	4,276.27	0.00	25.00	0.00	4,301.27
05 704 0061	HS SCIENCE GRANT BALANCE	2.02	0.00	0.00	0.00	2.02
05 704 0062	HS QUIZ BOWL BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0063	MS QUIZ BOWL BALANCE	38.00	0.00	0.00	0.00	38.00
05 704 0064	HS SCIENCE CLUB BALANCE	2,440.05	852.00	0.00	0.00	1,588.05
05 704 0065	HS COLOR GUARD BALANCE	(111.93)	0.00	591.02	0.00	479.09
05 704 0066	HS METALS BALANCE	4.82	0.00	0.00	0.00	4.82
05 704 0067	MS HOME EC. LAB BALANCE	50.03	0.00	0.00	0.00	50.03
05 704 0068	HS CONCESSIONS BALANCE	1,428.11	0.00	3,721.67	0.00	5,149.78
05 704 0069	PRECEDERS BALANCE	25.20	0.00	0.00	0.00	25.20
05 704 0070	VARSITY CLUB BALANCE	30,978.41	2,500.00	100.00	0.00	28,578.41
05 704 0071	WELLNESS BALANCE	3,037.30	0.00	0.00	0.00	3,037.30
05 704 0072	DRIVER EDUCATION BALANCE	21,301.73	117.00	600.00	0.00	21,784.73

Activity Fund Balance Report - Summary - Exclude Encumbrances

05/2022 - 05/2022

Regular; Beginning Month 05/2022; Processing Month 05/2022; Fund Balance Account 166 Records Selected; Fund Number 05

Fund: 05 Activity Fund

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 0073	MS SHOP ACTIVITY BALANCE	1,843.03	0.00	0.00	0.00	1,843.03
05 704 0074	HS PROMOTIONS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0075	SPECIAL EQUIPMENT BALANCE	(1,300.00)	0.00	0.00	0.00	(1,300.00)
05 704 0076	GOLF INVITE BALANCE	0.00	1,885.00	0.00	0.00	(1,885.00)
05 704 0077	HS PRIDE BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0078	PIONEER GEAR BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0079	HORTICULTURE BALANCE	603.27	0.00	0.00	0.00	603.27
05 704 0080	BOYS COOP TENNIS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0081	CLASS OF 2021 BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0082	MS PRIDE BALANCE	688.00	0.00	183.00	0.00	871.00
05 704 0083	ATHLETIC TRAINER SUPPLIES BALANCE	(181.81)	0.00	0.00	0.00	(181.81)
05 704 0084	MS SCIENCE BOWL BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0085	HW PURPLE JAM BALANCE	500.32	0.00	0.00	0.00	500.32
05 704 0086	SUMMER SB LEAGUE BALANCE	142.25	0.00	0.00	0.00	142.25
05 704 0087	HAYWARD FUNDRAISER BALANCE	5,509.25	2,382.81	50.90	0.00	3,177.34
05 704 0088	MS BOOK SALES BALANCE	944.90	0.00	0.00	0.00	944.90
05 704 0089	PICTURE BOARD BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0090	VOLLEYBALL CLUB BALANCE	247.30	0.00	0.00	0.00	247.30
05 704 0091	GIRLS SOCCER CLUB BALANCE	4,017.95	0.00	0.00	0.00	4,017.95
05 704 0092	CLASS OF 2024 BALANCE	1,598.70	0.00	0.00	0.00	1,598.70
05 704 0093	BROADCASTING CLASS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0094	HS SHOP RESALE BALANCE	62.77	0.00	0.00	0.00	62.77
05 704 0095	HS ENGLISH BALANCE	291.86	0.00	0.00	0.00	291.86
05 704 0096	PIONEER PERKS BALANCE	319.53	0.00	0.00	0.00	319.53
05 704 0097	NS FUNDRAISER BALANCE	1,719.10	0.00	4,087.86	0.00	5,806.96
05 704 0098	BBB SUMMER LEAGUE BALANCE	2,853.76	0.00	0.00	0.00	2,853.76
05 704 0099	WRESTLING CLUB BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0100	HW DARE BALANCE	79.52	0.00	0.00	0.00	79.52
05 704 0101	PIONEER CROSS COUNTRY BALANCE	686.48	0.00	0.00	0.00	686.48
05 704 0102	CHOIR ROBE FUND BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0103	DISTRICT II MUSIC CONTEST BALANCE	0.00	1,515.96	0.00	0.00	(1,515.96)
05 704 0104	HS SCIENCE SCHOLARSHIP BALANCE	317.51	250.00	0.00	0.00	67.51
05 704 0105	B&G SOCCER BALANCE	(2,830.15)	2,407.92	2,032.00	0.00	(3,206.07)
05 704 0106	BOYS TENNIS CLUB BALANCE	(219.34)	0.00	0.00	0.00	(219.34)
05 704 0107	GIRLS GOLF BALANCE	(2,449.37)	0.00	0.00	0.00	(2,449.37)
05 704 0108	EXPRESSIONS BALANCE	(234.98)	0.00	0.00	0.00	(234.98)

Activity Fund Balance Report - Summary - Exclude Encumbrances

05/2022 - 05/2022

Regular; Beginning Month 05/2022; Processing Month 05/2022; Fund Balance Account 166 Records Selected; Fund Number 05

Fund: 05 Activity Fund

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 0109	FB JERSEYS BALANCE	60.83	0.00	0.00	0.00	60.83
05 704 0110	MS VOCAL BALANCE	190.00	0.00	0.00	0.00	190.00
05 704 0111	HS SPED BALANCE	23.91	0.00	0.00	0.00	23.91
05 704 0112	SUMMER GBB BALANCE	1,795.88	0.00	0.00	0.00	1,795.88
05 704 0113	PHOTO CLUB BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0114	HS TEXTILES BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0115	GIRLS TENNIS CLUB BALANCE	(287.64)	0.00	0.00	0.00	(287.64)
05 704 0116	STUDENT FEE DONATION BALANCE	707.00	0.00	0.00	0.00	707.00
05 704 0117	BOYS SOCCER CLUB BALANCE	2,782.88	0.00	0.00	0.00	2,782.88
05 704 0118	ARCHERY CLUB BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0119	WASHINGTON TRIP BALANCE	729.49	0.00	0.00	0.00	729.49
05 704 0120	COOP BASEBALL BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0121	CLASS OF 2022 BALANCE	475.30	325.00	0.00	0.00	150.30
05 704 0122	TENNIS INVITE BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0123	SOFTBALL BALANCE	(2,066.30)	0.00	0.00	0.00	(2,066.30)
05 704 0124	CD/INTEREST BALANCE	(21,038.15)	0.00	0.00	0.00	(21,038.15)
05 704 0125	BASEBALL BALANCE	(4,097.09)	381.25	1,285.00	0.00	(3,193.34)
05 704 0126	MUSIC TRIP BALANCE	4,070.11	4,028.84	2,313.16	0.00	2,354.43
05 704 0127	HAL BALANCE	370.46	0.00	0.00	0.00	370.46
05 704 0128	BASEBALL CLUB BALANCE	5,362.32	5,027.28	0.00	0.00	335.04
05 704 0129	CAREER & HUMAN DEVELOPMENT BALANCE	0.00	0.00	2.00	0.00	2.00
05 704 0130	HS SOUND SYSTEM BALANCE	995.21	0.00	0.00	0.00	995.21
05 704 0131	SUMMER SCHOOL BALANCE	2,860.21	0.00	0.00	0.00	2,860.21
05 704 0132	HS ART FEES BALANCE	3,939.54	0.00	554.60	0.00	4,494.14
05 704 0133	HS SPANISH FEES BALANCE	206.73	0.00	2.00	0.00	208.73
05 704 0134	MS FCS BALANCE	946.47	150.00	0.00	0.00	796.47
05 704 0135	MS ART FEES BALANCE	3,057.86	0.00	10.00	0.00	3,067.86
05 704 0136	MS IT FEES BALANCE	4,750.82	0.00	30.00	0.00	4,780.82
05 704 0137	HS FOOD FEES BALANCE	797.65	0.00	120.00	0.00	917.65
05 704 0138	COLLEGE TUITION FEES BALANCE	535.17	0.00	200.00	0.00	735.17
05 704 0139	CONSUMER MATH SCHOLARSHIP BALANCE	920.00	100.00	1,300.00	0.00	2,120.00
05 704 0140	READING SUPPLEMENT BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0141	CO BALANCE	17,701.86	100.00	12.21	0.00	17,614.07
05 704 0142	HEALTH SCIENCE GRANT FUND BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0143	CLASS OF 2020 BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0144	PIONEER PETE BALANCE	2,173.82	0.00	0.00	0.00	2,173.82

Regular, Beginning Month 05/2022; Processing Month 05/2022; Fund Balance Account 166 Records Selected; Fund Number 05

Fund: 05 Activity Fund

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 0145	HS TRACK CLUB BALANCE	69.28	0.00	0.00	0.00	69.28
05 704 0146	DISTRICT WRESTLING BALANCE	1,253.51	0.00	0.00	0.00	1,253.51
05 704 0147	DISTRICT BASKETBALL BALANCE	557.00	0.00	0.00	0.00	557.00
05 704 0148	NAT'L JR. HONOR SOCIETY BALANCE	1,552.72	0.00	0.00	0.00	1,552.72
05 704 0149	DISTRICT SOCCER BALANCE	751.00	0.00	0.00	0.00	751.00
05 704 0150	MS VOLLEYBALL CLUB BALANCE	889.85	0.00	0.00	0.00	889.85
05 704 0151	MS FCCLA BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0152	ACTIVITY ADMIN. BALANCE	4,495.32	0.00	0.00	0.00	4,495.32
05 704 0153	ROBOTICS BALANCE	(3.64)	0.00	0.00	0.00	(3.64)
05 704 0154	DISTRICT VOLLEYBALL BALANCE	420.00	0.00	0.00	0.00	420.00
05 704 0155	MS ROBOTICS BALANCE	2,147.80	0.00	10.00	0.00	2,157.80
05 704 0156	DISTRICT BASEBALL BALANCE	380.15	0.00	0.00	0.00	380.15
05 704 0157	TECHNOLOGY BALANCE	28,114.52	0.00	747.00	0.00	28,861.52
05 704 0158	MS LIFE SKILLS BALANCE	2,830.31	136.00	0.00	0.00	2,694.31
05 704 0159	CA CONSTRUCTION BALANCE	9,033.39	0.00	0.00	0.00	9,033.39
05 704 0160	CLASS OF 2025 BALANCE	400.00	116.02	0.00	0.00	283.98
05 704 0161	CA WELDING BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0162	CA-INFORMATION TECHNOLOGY BALANCE	(1,338.68)	0.00	39.00	0.00	(1,299.68)
05 704 0163	YOUTH TENNIS CLUB BALANCE	1,574.47	0.00	2,890.00	0.00	4,464.47
05 704 0164	JAG BALANCE	431.61	0.00	0.00	0.00	431.61
05 704 0165	ESPORTS BALANCE	558.00	0.00	0.00	0.00	558.00
05 704 0166	TURF AND DIRT BALANCE	45,993.00	0.00	0.00	0.00	45,993.00
Fund Total: 05		265,662.27	43,154.65	30,627.08	0.00	253,134.70

Premier Bank Balance \$ 268,978.12  
 Outstanding Checks - 15,928.42 Off \$85.00 due to bank error on ck#35377. Mobile deposit was cleared twice at bank, once on our  
 Balance \$ 253,049.70 April Statement and once on our May Statement.  
 Premier will issue a credit to the Activity Account on the June Statement for their error.

		6/1/2022	<b>Board Meeting Mileage Sheet</b>								
DATE											
PURCHASED	YEAR	TRADE NAME	STYLE	NUMBER	BODY TYPE	CAPACITY	VEHICLE ID#	CYLINDERS	COST	LICENSE #	MILEAGE
11/18/2002	2001	OLDSMOBILE	VAN	TAN	SILJOUETTE	7	1GHDX23E41D221511	6	15700	53026	211340
10/26/2005	2005	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31L95HA27728	6	17950	45007	175776
1/26/2006	2005	CHRYSLER	VAN	GOLD	TOWN&COUNTRY	7	2C4GP44R25R519767	6	18900	44957	215845
11/19/2007	2007	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31L27DA62220	8	19549	53028	187778
1/4/2008	2007	CHEVY	VAN	TAN	ES UPLANDER	7	GNDV23107D159355	6	15570	51495	171338
8/12/2008	2004	CHEVY	PICKUP	SILVER	HEAVY DUTY	6	1GCHK23G64F153924	8	14880	44965	201805
6/26/2018	2013	FORD	PICKUP	RED	F150	5	1FTFW1EF1DKF26059	8	21000	58436	123886
7/20/2009	2008	CHEVY	VAN	WHITE	UPLANDER LS	7	GNDV23118D104608	6	15926	55997	161989
7/22/2009	2008	CHEVY	VAN	RED	UPLANDER LS	7	GNDV23128D130117	6	15926	51678	183161
8/17/2009	2001	CHEVY	VAN	WHITE	EXPRESS	2	1GCHG35R111152386	6	9014	51494	104154
9/23/2009	2009	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31LX9DA54328	6	22249	53021	65656
7/29/2011	2000	FORD	VAN	WHITE	ECONOLINE	2	1FTRE1422YHB91542	6	5480	55989	165030
11/16/2011	2011	DODGE VAN	VAN	SILVER	GRAND CARAVAN	5	2D4RN3DG5BR626494	6	17500	56539	118711
11/16/2012	2011	DODGE VAN	VAN	SILVER	GRAND CARAVAN	5	2D4RN3DG9BR628362	6	17500	56540	171296
12/ 2013	1982	CHEVY	PLOW TRUCK	GOLD/BROWN	PICK-UP	3	1GCGK24MOCJ161836	8	3000	57651	151692
12/17/2021	2016	CHEVY-LOANER	SPED BUS	YELLOW	MICRO BIRD	13	1GB3G3BG5F1127886			57655	71601
4/25/2022		DODGE VAN	VAN	NAVY	GRAND CARAVAN	6					65674

**Sub Teacher Pay**

**Recommended**

2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-2022	2022-2023
\$115/day	\$120/day	\$125/day	\$125/day	\$130/day	\$130/day	\$135/day	\$135/day	\$135/day	\$135/day	\$135/day	\$135/day	\$145/day	\$145/day	\$145/day	\$155/day

**Tuition**

**Recommended**

	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-2023
Grade K-5	\$5,350/yr	\$5,350/yr	\$5,350/yr	\$5,350/yr	\$5,350/yr	\$5,350/yr	\$5,350/yr	\$5,350/yr	\$5,350/yr	\$5,350/yr	\$5,350/yr	\$5,350/year	\$5,350/year	\$5,350/year	\$5,350/year
Grade 6-8	\$6,240/yr	\$6,240/yr	\$6,240/yr	\$6,240/yr	\$6,240/yr	\$6,240/yr	\$6,240/yr	\$6,240/yr	\$6,240/yr	\$6,240/yr	\$6,240/yr	\$6,240/year	\$6,240/year	\$6,240/year	\$6,240/year
Grades 9-12	\$7,488/yr	\$7,488/yr	\$7,488/yr	\$7,488/yr	\$7,488/yr	\$7,488/yr	\$7,488/yr	\$7,488/yr	\$7,488/yr	\$7,488/yr	\$7,488/yr	\$7,488/year	\$7,488/year	\$7,488/year	\$7,488/year

**Bus Rate**

**Recommended**

2006-07	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-2023
\$130 student Per Semester	\$130 st. Per Sem	\$130 st. Per Sem	\$130 st. Per Sem	\$130 st. Per Sem	\$130 st. Per Sem	\$130 st. Per Sem	\$130 st. Per Sem	\$130 st. Per Sem	\$130 st. Per Sem	\$130 st. Per Sem	\$130 st. Per Sem	\$130 student Per Semester	\$130 student Per Semester	\$130 student Per Semester	\$130 student Per Semester

**Lunch Rates**

**Recommended**

	Rates 10-11	11 12	12 13	13-14	14-15	15-16	16-17	17-18	18-19	2019-20	2020-21	2021-22	2022-2023
breakfast-K-12	\$1.70	\$1.80	\$1.80	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$2.00		\$2.10
reakfast-Adult	\$2.15	\$2.25	\$2.25	\$2.35	\$2.35	\$2.35	\$2.35	\$2.35	\$2.35	\$2.35	\$2.45		TBD
K-5 Lunch	\$2.20	\$2.30	\$2.30	\$2.40	\$2.50	\$2.60	\$2.70	\$2.75	\$2.80	\$2.85	\$2.90		\$3.00
6 - 12 Lunch	\$2.40	\$2.50	\$2.50	\$2.60	\$2.70	\$2.80	\$2.90	\$2.95	\$3.00	\$3.05	\$3.10		\$3.25
Adult Lunch	\$2.95	\$3.05	\$3.05	\$3.15	\$3.35	\$3.35	\$3.45	\$3.50	\$3.50	\$3.55	\$3.85		TBD
Milk	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40		\$0.50

**Internal Sub Pay and Professional Development Stipend for Certified Staff**

**Recommended**

													2021-22	2022-2023
													\$20.00 per hour	\$20.00 per hour

**Approved Mileage Reimbursement for Staff**

**Recommended**

													2021-22	2022-2023
													approved IRS rate	approved IRS rate

## **5010 Immunizations**

### **1. General Rule**

- a. Each student wishing to enroll in the school district must be immunized as required by state law and the rules and regulations promulgated by the Nebraska Department of Health and Human Services in effect at the time of the student's enrollment.
- b. The district is not responsible for the cost of such immunizations.
- c. Any student who does not comply with this policy shall not be permitted to continue attending school.
- d. The building principal shall be responsible for maintaining immunization records for the students enrolled in his/her building and shall share that information with the school's threat assessment and crisis teams as appropriate.

### **2. Exceptions**

#### a. Provisional Enrollment

Students who meet the statutory requirements for provisional enrollment may be allowed to attend school for sixty days without the necessary immunizations.

- b. Immunization shall not be required if the student's parent or guardian submits one of the following to the superintendent of schools:
  - i. A statement signed by a medical professional stating that the required immunization would be injurious to the health and well-being of the student or any member of the student's household; or
  - ii. An affidavit signed by the student or a legally authorized representative of the student, stating that the immunization conflicts with the student's sincerely held religious beliefs.

- c. Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

Adopted on: \_\_\_\_\_

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

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

## **5011**

### **Physical Examination and Visual Evaluation of Students**

#### **I. Physical Examination**

The following students shall provide evidence of a physical examination by a qualified health care provider:

- all incoming students in the beginner grade;
- students in seventh grade; and
- all out-of-state transfer students.

Evidence of a physical examination must be dated no more than six months prior to entrance

#### **II. Visual Evaluation for Students**

The following students shall provide evidence of a vision evaluation by a qualified vision health care provider:

- all incoming students in the beginner grade and
- all out-of-state transfer students

The health care provider must test the student for amblyopia, strabismus and internal and external eye health, with testing sufficient to determine visual acuity. Evidence of a visual evaluation must be dated no more than six months prior to entrance.

Parents or guardians who wish to receive information regarding free or reduced-cost visual evaluations may contact Kids Connection at (877)-NEB-KIDS or the Nebraska Optometric Association at (800) 766-4466.

#### **III. Objection to Examination**

Any parent(s) or guardian(s) who object to a physical and/or vision examination and evaluation must submit a signed and dated refusal form to the school.

Adopted on: December 21, 2016

Revised on:

Reviewed on:

**5040**  
**Work Permits**

The building principal or other authorized school official shall be responsible for the issuance of work permits for children in accordance with state law.

Adopted on: December 21, 2016

Revised on:

Reviewed on:

**5048**  
**Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (ANAPHYLAXIS)**

School employees will comply with the requirements of "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)". The district shall procure and maintain the equipment and medication necessary to implement the protocol.

The superintendent shall obtain the required signature(s) of one or more physicians licensed to practice medicine in Nebraska on the form entitled "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" ("Protocol"). The superintendent shall publish this policy and Protocol in each employee handbook.

The superintendent shall arrange to have a qualified medical person train employees, and for training updates as necessary.

Adopted on: December 21, 2016

Revised on:

Reviewed on:

**5049**  
**Firearms and Weapons**

**Weapons.** No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy.

**Definition of Weapon.** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

**Firearms.** No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. **Definition of Firearm.**

The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

**Exceptions Regarding Firearms.** The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or
2. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
3. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
4. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are encased or are in a locked firearm rack that is on a motor vehicle; or

5. A handgun carried as a concealed handgun by a nonstudent adult who holds a valid permit issued under the Concealed Handgun Permit Act in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.

**Definition of Encased.** The term “encased” means enclosed in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied, or otherwise fastened with no part of the firearm exposed.

**Exceptions for Students.** The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

1. The firearm or weapon has been brought to school grounds or to an activity or event off school grounds for some educational purpose;
2. The person bringing the firearm or weapon has requested and received the prior approval of both the instructor and the building principal to do so; and
3. All arrangements to use and store the firearm or weapon safely while it is on school premises have been agreed to and carried out.

**Consequences - Firearm.** Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

**Consequences – Weapon.** State law and this policy provide that any student who violates this policy by knowingly bringing, possessing, handling or transmitting a weapon, other than a firearm, on school grounds, in a school owned vehicle, or at a school activity or event off school grounds may be suspended on a long-term basis, mandatorily reassigned, or expelled for the remainder of the school year in which the expulsion takes effect (if the misconduct occurs during the first semester) or the remainder of the second

semester, summer school, and the first semester of the following school year (if the misconduct occurs during the second semester).

**Confiscation of Firearms.** Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm possessed in violation of this policy. By statute, any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

**Report to Law Enforcement Authorities.** All school personnel are required to report any violation of this policy to a principal or the superintendent of schools. Pursuant to state and federal law, school personnel are required to report to law enforcement authorities when a student brings a firearm or weapon to school.

Adopted on: December 21, 2016

Revised on:

Reviewed on:

## **5053**

### **Self-Management of Diabetes or Asthma/Anaphylaxis**

Upon receiving the written request of a student's parent or guardian and the written medical authorization described in the applicable provisions below, the school district will work with the parent or guardian in consultation with appropriate medical professionals to develop a medical management plan for a student with diabetes, asthma, or anaphylaxis (referred to herein as "medical condition").

A student with diabetes must obtain written authorization to self-manage from the student's physician. The plan for a student with diabetes will (a) identify the health care services the student may receive at school, (b) evaluate the student's understanding of and ability to self-manage his or her medical condition, (c) permit regular monitoring of the student's self-management by an appropriately credentialed health care professional, and (d) be signed by the student's parent or guardian and the physician responsible for the student's medical condition.

A student with asthma or anaphylaxis must obtain written authorization to self-manage from the student's physician or from the health care professional who prescribed the medication for treatment of the student's condition. The plan for a student with asthma or anaphylaxis will (a) identify the health care services the student may receive at school, (b) evaluate the student's understanding of and ability to self-manage his or her medical condition, (c) permit regular monitoring of the student's self-management by an appropriately credentialed health care professional, (d) include the name, purpose, and dosage of the prescription asthma or anaphylaxis medication prescribed for such student, (e) include procedures for storage and access to backup supplies of such prescription asthma or anaphylaxis medication, and (f) be signed by the student's parent or guardian and the physician or other health care professional responsible for the student's medical condition.

The plan will permit the students to self-manage his or her medical condition in any part of the school or on school grounds during any school-related activity, or in a private location. The parent or guardian of a student for whom such a medical management plan has been developed shall sign a statement acknowledging that (a) the school and its employees and agents are not liable for any injury or death arising from a student's self-management of his or her medical condition and (b) the parent or guardian will indemnify and hold harmless the school district and its employees and agents against any claim arising from a student's self-management of his or her medical condition. The student's parent or guardian will be personally responsible for any and all costs associated with any injury to school personnel or another student resulting from the a

student's misuse of necessary medical supplies.

The district may prohibit a student who is self-managing his or her diabetic condition from possessing medical supplies for self-management and may establish other necessary and appropriate restrictions or conditions when the district determines that the student has endangered himself, herself, or others through misuse or threatened misuse of such medical supplies. The district will promptly notify the parent or guardian of any such prohibition, restriction, or condition.

The district may impose disciplinary consequences on a student with asthma or anaphylaxis who uses his or her prescription asthma or anaphylaxis medication other than prescribed. These disciplinary consequences shall not include limitations on the student's access to necessary medication. The district will promptly notify the parent or guardian of any disciplinary action imposed.

Adopted on: December 21, 2016

Revised on:

Reviewed on:

**5059**  
**Emergency Medical Treatment**

If a child becomes ill or is injured while at school or while being supervised by a member of the school district's staff, the staff member shall take reasonable steps to render assistance and, when appropriate, summon medical assistance. Staff will notify a student's parent or guardian when a student needs medical attention.

The school district is not qualified under law to comply with directives to physicians limiting medical treatment and will not accept such directives. School district staff members will not honor "do not resuscitate/do not intubate" (DNR/DNI) orders, requests for transport to particular medical facilities, and any similar requests. Parents/Guardians must arrange for all such requests with rescue squad and medical providers directly.

Adopted on: December 21, 2016

Revised on:

Reviewed on:

## **2008 Meetings**

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

### 1. Types of Meetings

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

### 2. Notice

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

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

### 3. Weather Delays

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

### 4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: November 14, 2016

Revised on: July 10, 2017; November 9, 2020, June 13, 2022

Reviewed on:

## **2010 Preparation for Board Meetings**

The superintendent will create the agenda and board packet in consultation with the board president. The materials will be sent or delivered to each board member in advance of the meeting. Members of the public have no entitlement to place an item on the board's agenda, but may address the board during the next meeting at which the board receives public comment. **The agenda shall be placed on the district's website at least 24 hours before the school board meeting and shall remain available on the website for at least six months.**

Adopted on: November 14, 2016

Revised on: **June 13, 2022**

Reviewed on: July 12, 2021

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

**I. Applicability of the Policy**

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## **II. Construction Projects with an Anticipated Cost of Under \$250,000**

### **A. Methods of Bidding/Soliciting Quotations or Estimates**

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

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

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

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

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

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

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

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109,000 and \$250,000.

### **III. Construction Projects with an Anticipated Cost Over \$250,000**

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
  - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
  - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
  - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the

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

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

#### B. Advertising for Bids.

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

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

#### C. Bid Documents

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

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

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

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

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

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

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

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

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

#### **IV. Other Contract Matters.**

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

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

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

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

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

##### **C. Full and Open Competition**

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

#### D. Debarment and Suspension

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

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

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

#### E. Settlements of Issues Arising Out of Contract

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

#### F. Record Keeping

##### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance

with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

## 2. Maintenance of Construction Records for Projects Financed with Federal Funds

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

## **V. Conflict of Interest and Code of Conduct**

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

### **C. Favors and Gifts**

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

### **D. Enforcement**

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

## **VII. Financial Management**

### **A. Identification.**

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal

program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

**B. Financial Reporting**

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

**C. Accounting Records**

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

**D. Internal Controls**

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

**E. Budget Control**

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

**F. Payment Methods**

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and

disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9). Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

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

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

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

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

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

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or

pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

### I. Cost Sharing or Matching

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

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under subpart E (Cost Principles) of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

### C. Documentation of Personnel Expenses

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

## **VIII. Other Contract Matters.**

### **A. Required Terms**

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

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

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

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

### **C. Record Keeping**

#### **1. Record Retention**

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District

shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

## 2. Maintenance of Procurement Records

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

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

## D. Privacy

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

Adopted on: November 14, 2016

Revised on: August 13, 2021; June 10, 2019; September 13, 2021,

June 13, 2022

Reviewed on:

## **3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds**

### **I. Applicability of Policy**

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

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

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

### **II. Procurement System**

The District maintains the following purchasing procedures.

#### **A. Responsibility for Purchasing**

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

authorized by this policy will be the responsibility of the person making the commitment.

## **B. Methods of Purchasing**

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

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

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

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

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

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

### **3. Purchases Over \$250,000**

#### **a) Sealed Bids (Formal Advertising)**

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

#### **b) Contract/Price Analysis**

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

### **4. Noncompetitive Proposals (Sole Sourcing)**

a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1) The item is available only from a single source;

2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or

4) After solicitation of a number of sources, competition is determined inadequate.

b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.

c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

## 5. **Competitive Proposals.**

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

1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2) Proposals must be solicited from an adequate number of qualified sources; and

3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

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

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

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

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

### **D. Federal Procurement System Standards**

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

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

### **E. Debarment and Suspension**

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

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

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

### **F. Settlements of Issues Arising Out of Procurements**

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

## **III. Conflict of Interest and Code of Conduct**

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

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

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

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

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

### **C. Favors and Gifts**

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

### **D. Enforcement**

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

## **IV. Property Management Systems**

### **A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established

by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and

b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

### **B. Inventory Procedure**

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

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

### **C. Inventory Records**

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

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;

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

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

#### **D. Physical Inventory**

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

#### **E. Maintenance**

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

#### **F. Lost or Stolen Items**

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

#### **G. Use of Equipment**

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

## **H. Disposal of Equipment**

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

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

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

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

## **J. Depreciation**

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

## **V. Financial Management**

### **A. Identification:**

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

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

### **E. Budget Control**

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

### **F. Payment Methods**

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

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

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

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

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

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

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

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

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

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

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

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under subpart E (Cost Principles) of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

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

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

## **VI. Written Compensation Policies**

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

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to

charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

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

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

## **C. Fringe Benefits**

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

## **D. Leave**

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

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

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees

during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

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

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

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

### **A. Required Terms**

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

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

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

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

### **C. Record Keeping**

#### **1. Record Retention**

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

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

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State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: November 14, 2016

Revised on: July 10, 2018; June 10, 2019; December 14, 2020; September 13, 2021, **June 13, 2022**

Reviewed on:

**3057**  
**Title IX Policy**

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

**1. Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

1.2. **Definitions.** As used in this policy, the following terms are defined as follows:

1.3. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

1.4. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

1.5. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

1.6. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

1.7. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

1.8. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

- 1.8.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

1.8.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

1.8.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

1.8.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

1.8.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

1.8.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

1.8.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

1.8.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her

age or because of his/her temporary or permanent mental or physical incapacity

- 1.8.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
  - 1.8.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
  - 1.8.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 1.8.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
  - 1.8.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - 1.8.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - 1.8.4.2.1. The length of the relationship.
    - 1.8.4.2.2. The type of relationship.
    - 1.8.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 1.8.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, **under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who; ~~by a person with~~**

~~whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.~~

1.8.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

1.8.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

1.8.5.3. shares a child in common with the victim; or

1.8.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

1.8.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

1.8.6.1. fear for his or her safety or the safety of others; or

1.8.6.2. suffer substantial emotional distress.

1.9. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and

monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

## **2. Discrimination Not Involving Sexual Harassment.**

**2.1. General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

**2.2. Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

- 2.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 2.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 2.2.3. Deny any person any such aid, benefit, or service;
- 2.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 2.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 2.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 2.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

**2.3. Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2006.

### **3. Response to Sexual Harassment**

**3.1. Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

**3.2. General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

**3.3. Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

**3.4. Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

**3.5. General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

#### **4. Grievance Process for Formal Complaints of Sexual Harassment.**

##### **4.1. General Requirements.**

**4.1.1. Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

- 4.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person’s status as a complainant, respondent, or witness.
- 4.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 4.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.
  - 4.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
  - 4.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
    - 4.1.4.2.1. The definition of sexual harassment in subsection 2.6;
    - 4.1.4.2.2. The scope of the district’s education program or activity;
    - 4.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

- 4.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 4.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 4.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 4.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 4.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 4.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances,

these policies provide for disciplinary sanctions and remedies up to and including expulsion.

- 4.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 4.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

#### 4.2. **Notice of Allegations.**

- 4.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

- 4.2.1.1. A copy of this policy.

- 4.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

4.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

#### 4.3. **Dismissal of Formal Complaint.**

4.3.1. The district will investigate the allegations in a formal complaint.

4.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

4.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

4.3.2.2. Did not occur in the district's education program or activity; or

4.3.2.3. Did not occur against a person in the United States.

4.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

4.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

4.3.3.2. The respondent is no longer enrolled in or employed by the district; or

4.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

4.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly

send written notice of the dismissal and an explanation of that action simultaneously to the parties.

- 4.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

**4.4. Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

**4.5. Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

- 4.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 4.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

- 4.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 4.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 4.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 4.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 4.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

- 4.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

## **4.6. Determination Regarding Responsibility**

**4.6.1. Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

**4.6.2. Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

**4.6.3. Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

- 4.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

- 4.6.3.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

- 4.6.3.3. Findings of fact supporting the determination;

- 4.5.8.1. Conclusions regarding the application of the district's code of conduct to the facts;
- 4.5.8.2. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
- 4.5.8.3. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 4.5.9. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 4.5.10. The Title IX Coordinator is responsible for effective implementation of any remedies.

4.6. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

- 4.6.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

4.6.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

4.6.2.1. Procedural irregularity that affected the outcome of the matter;

4.6.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

4.6.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

4.6.3. As to all appeals, the district will:

4.6.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

4.6.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

4.6.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

4.6.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

4.6.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

4.6.3.6. Provide the written decision simultaneously to both parties.

**4.7. Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

4.7.1. Provides to the parties a written notice disclosing:

4.7.1.1. The allegations;

4.7.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

4.7.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

4.7.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

4.7.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

4.7.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

**4.8. Recordkeeping.**

- 4.8.1. The district will maintain for a period of seven years records of:
  - 4.8.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
  - 4.8.1.2. Any appeal and the result therefrom;
  - 4.8.1.3. Any informal resolution and the result therefrom; and
  - 4.8.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.
- 4.8.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

5. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal

resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

## 6. **Access to Classes and Schools.**

6.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

6.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

6.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

6.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

6.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

6.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

7. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

7.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

7.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

8. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

9. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

9.1. **Specific Circumstances.**

9.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

- 9.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

10. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

11. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

12. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

13. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Adopted on: August 10, 2020

Revised on: June 13, 2022

Reviewed on:



## 5012 Testing and Assessment Program

### I. Basic Testing and Assessment Program

The school district will use a basic testing and assessment program to evaluate the outcome of the educational program and to provide information needed in working with individuals. The program will be supplemented by such individual and supplementary tests as the needs of the educational program and the district indicate. The superintendent and designees will coordinate the program from Kindergarten through twelfth grade to provide continuity. Teachers are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. Teachers should consult with relevant board policies and district protocols assessment administration and security.

### ~~II. Use and Dissemination of Test Results~~ **Accountability Reporting**

At the board of education's regular July meeting, **or as soon after as a report can be completed**, the superintendent of schools shall provide an annual written report **as required by NDE Rule 10**. The report shall be presented to the board and made available to the public. The report must contain the elements required by Rule 10, including but not limited to: student academic performance as reported to NDE (demographics, achievement, educational input characteristics, as defined in section 005.02 of Rule 10); school system demographics; school improvement goals and progress; and financial information about the school district. **consisting of the results of the district's performance program including but not limited to: standardized norm referenced assessments, criterion referenced assessments, student performance, school system demographics, financial information, a follow up study of graduates, and a learning climate survey.** This report shall be made available to all patrons of the district. Building level results will be reported only to appropriate staff for review and goal setting, **and intervention as needed**.

This report shall not include any individual test scores or assessment, but individual student test scores or assessment results will be reported to the student's parents or legal guardian(s). **If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance are provided for those grades.**

A comprehensive evaluation of the district shall be conducted at least once every five years using instruments and guides approved by NDE the Department of Education.

Adopted on: December 21, 2016

Revised on: June 13, 2022

Reviewed on:

<b>22-23</b>	<b>ATHLETIC BUDGET</b>						
Activity	Operations(Refs)	Workers	Equipment	Hotels & Meals	Recon	Uniforms	Total
Varsity Football	\$3,000.00	\$1,000.00	\$3,500.00		\$1,500.00		\$9,000.00
Trainer	\$20,000.00	\$0.00	\$1,000.00				\$21,000.00
9th Football	\$500.00	\$100.00	\$0.00				\$600.00
7th and 8th football	\$500.00	\$200.00	\$500.00		\$1,000.00		\$2,200.00
Varsity Volleyball	\$2,300.00	\$1,200.00	\$1,200.00			\$3,000.00	\$7,700.00
9th Volleyball	\$1,000.00	\$400.00	\$0.00				\$1,400.00
7th and 8th volleyball	\$1,500.00	\$500.00	\$800.00				\$2,800.00
Boys Tennis	\$600.00	\$0.00	\$400.00				\$1,000.00
Cross Country	\$3,200.00	\$0.00	\$1,100.00	\$800.00		\$3,000.00	\$8,100.00
Softball	\$1,500.00	\$200.00	\$800.00				\$2,500.00
Var. Boys Basketball	\$4,000.00	\$1,800.00	\$1,500.00				\$7,300.00
Var. Girls Basketball	\$4,000.00	\$1,800.00	\$1,500.00				\$7,300.00
Varsity Wrestling	\$7,000.00	\$3,000.00	\$1,000.00	\$2,600.00			\$13,600.00
7th and 8th Wrestling	\$1,200.00	\$400.00	\$200.00				\$1,800.00
9th Boys Basketball	\$500.00	\$500.00	\$100.00				\$1,100.00
7th and 8th Boys Bball	\$500.00	\$700.00	\$300.00				\$1,500.00
9th Girls Basketball	\$800.00	\$500.00	\$2.75				\$1,302.75
7th and 8th Girls BBall	\$900.00	\$700.00	\$250.00				\$1,850.00
Boys Soccer	\$2,200.00	\$250.00	\$700.00				\$3,150.00
Girls Soccer	\$2,200.00	\$250.00	\$700.00				\$3,150.00
Boys Track	\$1,000.00	\$100.00	\$1,000.00	\$700.00			\$2,800.00
Girls Track	\$1,000.00	\$100.00	\$1,000.00	\$700.00			\$2,800.00
Girls Tennis	\$600.00	\$0.00	\$400.00				\$1,000.00
Golf	\$1,300.00	\$0.00	\$500.00	\$1,000.00			\$2,800.00
7th and 8th Track	\$500.00	\$0.00	\$0.00	\$300.00			\$800.00
Girls Golf	\$1,000.00	\$0.00	\$1,000.00	\$900.00			\$2,900.00
Baseball	\$3,200.00	\$650.00	\$2,000.00			\$3,000.00	\$8,850.00
Special Equipment			\$5,000.00				\$5,000.00
<b>Totals</b>	<b>\$66,000.00</b>	<b>\$14,350.00</b>	<b>\$26,452.75</b>	<b>\$7,000.00</b>	<b>\$2,500.00</b>	<b>\$9,000.00</b>	<b>\$125,302.75</b>



**School Nutrition Program  
 Renewal of Food Service Management Company (FSMC)  
 Contract Fixed Price  
 School Year (SY) 2022-23**

Nebraska City Public Schools	660111
School District Name	Agreement #
1700 14th Ave	Nebraska City 68410
Address	City Zip
Mark Fritch	4-13-2022
Contact Person	Date
Lunchtime Solutions Inc, 391 Steamboat Drive, PO Box 2022, Dakota Dunes, SD	

FSMC

Initial SY of Contract 2019-2020 Year of Renewal (check)  1  2  3  4

This contract amendment is between the School Food Authority (SFA) and FSMC. The term of this contract renewal shall be for one (1) year beginning on July 1, 2022 and continuing until June 30, 2023 unless terminated by either party as provided in the contract. The terms and conditions of the original contract are applicable to the contract renewal. Any changes to the scope of service provided by the FSMC that is beyond the scope or original intent of contract require rebid of the contract.

Price per Meal and Meal Equivalents must be quoted as if no USDA Foods will be received. Meal Equivalency Factor for SY 2022-2023 is **\$4.1475**.

Meal	2021/22 Price	2022/23 Price	Percentage Change/Increase
Reimbursable Breakfast	\$2.1085	\$2.1937	4.040%
Reimbursable Lunch	\$3.6979	\$3.8473	4.040%
Afterschool Snack	\$1.0227	\$1.0640	4.040%
Meal Equivalent Fee for Non-reimbursable Sales	\$3.8464	\$4.0018	4.040%
SFSP Breakfast	\$2.2259	\$2.3159	4.040%
SFSP Lunch/Supper Meals	\$4.2112	\$4.3813	4.040%
SFSP Snacks	\$1.0227	\$1.0640	4.040%
CACFP Breakfast			
CACFP Lunch/Supper Meals			
CACFP Snacks			
Special Milk Program and/or Milk Break	\$0.2585	\$0.2690	4.040%
Milk sold ala carte at meal service			

Percentage increase must not exceed the Consumer Price Index (CPI) of 4.040% (Consumer Price Index for All Urban Consumers for the food away from home series during the 12-month period May 2020-May 2021) as specified in the original FSMC contract.

Federal Register: National School Lunch, Special Milk, and School Breakfast Programs, National Average Payments/Maximum Reimbursement Rates

The FSMC must operate in accordance with all applicable program laws and regulations, which are required by federal and state governments. If there are any changes to these laws and regulations, these are automatically incorporated herein, effective as of the date specified in the law and regulation.

<b>Estimated Value of FSMC Contract for SY 2022-23</b>	\$715,000.00
--	--------------

Under the contract the FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in the school year, including both entitlement and bonus foods and the value of USDA Foods contained in processed end products, in accordance with the contingencies of 7 CFR 250.51(a).

FSMC to complete the table below:

<b>Beginning USDA Foods &amp; DoD Fresh Fruit and Vegetable Program Entitlement Value for SY 21-22</b>	\$ 61,733.44
<b>Remaining Unused USDA Foods &amp; DoD Fresh Fruit and Vegetable Program Entitlement for SY 21-22 as of:</b> 4-13-2022 (Date)	\$ 9,713.34

The FSMC shall operate in accordance with all applicable program laws and regulation.

Signed: Taylor 4/19/22  
 Food Service Management Company Representative Date  
VP of Operations & Finance  
 Title

Acceptance of Contract Renewal Agreement

Signed: Mark Fitch 5/20/22  
 School Food Authority Representative Date  
Superintendent  
 Title

**Exhibit I: ANTI-COLLUSION AFFIDAVIT**

**ANTI-COLLUSION AFFIDAVIT**


STATE OF South Dakota,

COUNTY OF Union

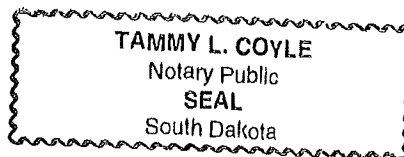
Deni Winter, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states, that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed 

Subscribed and sworn before me this 10th day of March, 2022

Notary Public (or Clerk or Judge): 

My commission expires: 12/7/2023



**Certification Regarding Lobbying**

**Certification Regarding Lobbying: Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

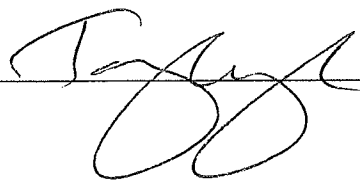
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Food Service Management Company

LunchTime Solutions  
391 W. Steamboat Drive  
Delaware James, SD 57049

Name/Title of Submitting Official: Tammy Coyle / VP of Operations / Finance

Signature:  Date: 4/13/22

**Debarment and Suspension Form**

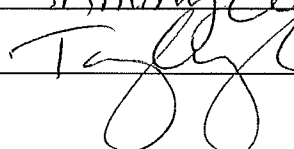
Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions

School Food Authorities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name LunchTime Solutions Date 4/13/22

Name and Title of Authorized Representative Timmy Coyle / VP of Operations

Signature of Authorized Representative  Finame

**REFRIGERATOR MANUFACTURER**  
**Turbo air**  
 more durable, efficient, beautiful

4184 E. Conant St.  
 Long Beach, CA 90808  
 Tel. 310-900-1000  
 Fax. 310-900-1077  
[www.turboairinc.com](http://www.turboairinc.com)

Project:	
Model #:	
Item #:	
Available W/H:	Qty:
Approval:	
AIA #:	SIS #:
CSI Section 11400	

# Vertical Open Display Cases Full Heights Solid Side Panel

**Patented Self-Cleaning Condenser**



This product is equipped with a fine mesh filter to the front of the condenser to catch dust, and a rotating brush that moves up and down daily to remove excess buildup outward and away.

**Model : TOM-50B-SP(-A)-N**



## ≡ FEATURES & BENEFITS ≡

- **Self-Cleaning Condenser**  
 The accumulation of dust in the condenser can cause the failure or breakdown of refrigerators. Refrigerators run normally until they reach a certain level of accumulation. At some point, when they are over the limit, their performance drops quickly resulting in damage to, or disposal of the stored products inside. The Self-Cleaning Condenser device keeps the condenser clean and prevents system failure by automatically brushing daily.
- **Hydrocarbon refrigerants (R-290)**  
 With innovative and eco-friendly technology, Turbo Air brings you hydrocarbon refrigerators designed to meet DOE's Energy Conservation Standards in 2017 and to use EPA's SNAP Program approved HC refrigerants. Hydrocarbon refrigerants do not deplete the ozone layer and have very low contribution to global warming (ODP-0, GWP-3).
- **Modern design**  
 By integrating great contours with durable structures, our modern style product designs are user-friendly while maintaining the highest product visibility and aesthetics. Safety reinforced tempered glass front shield optimizes the merchandiser's display effects of fresh salads, sandwiches, desserts and beverages. Its elegant contemporary euro design will enhance any store application.
- **Designed to enhance impulsive sales**  
 Ideal for eye-catching displays and convenient access with fast service in high traffic area.
- **Interior materials available in two standards**  
 SP: stainless steel interior for sanitary purposes  
 SP-A: black coated interior with mirrored sides for maximized display effects.
- **LED interior lighting under each shelf**
- **Solid side panels used to ensure durability**
- **Standard back-guard improves airflow**
- **Energy saving night curtain standard**
- **Optional security cover available**
- **Foamed with polyurethane, high-density cell insulation (CFC free)**
- **Perforated interior back wall and top for improved airflow**
- **Front air intake and rear air discharge**



Model	CU./FT.	# of Shelves	HP	AMPS	Crated Weight (lbs.)	L x D* x H <sup>†</sup> (inches)
<b>TOM-50B-SP(-A)-N</b>	<b>19</b>	<b>4</b>	<b>3/4 x 2</b>	<b>15.5</b>	<b>733</b>	<b>50 7/8 x 27 x 78</b>

Ver.20220315 Printed in U.S.A. \* Depth does not include 1-1/4" for rear spacers. † Height does not include 5/8" for bolt height.



7750 Georgetown Rd • Indianapolis, IN 46268  
 Phone 800-222-5107 • Fax 800-882-0086

# Quotation

**Quotation#** 38656427  
**Date** 05/26/22  
**Customer#** 083573  
**Page** 1 of 1

NEBRASKA CITY PUBLIC SCHOOLS  
 1700 14TH AVENUE  
 ATTN: ACCOUNTS PAYABLE  
 NEBRASKA CITY, NE 68410

**Ship To:**  
**Nebraska Middle School**  
**909 1st Corso**  
**Nebraska City,NE 68410**

**Remit Payment To: PO Box 78070 Indianapolis, IN 46278-0070**

Quote Date	Quote Expires	Payment Terms	Customer PO	Contact	
05/26/22	06/25/22	GOVT Net 15 Days		Mitch Novak	
Product Consultant		Ship Via		Freight Terms	
Chris Medland ext 8331		FEDEX GRD 3RD PTY #690993511		FOB ORIGIN/PREPAID AND ADD	
Item	Product/Description	Quantity	Price	U/M	Extension
1	670-031-3 DISHWASHER,DOOR,HIGH HEAT, 27"H OPENING,W-BOOSTER,208V  PHASE THREE  ** Building Relationships...One Order at a Time! **	1	11542.00	EA	11542.00
Merchandise	Handling	Misc. Charge	Tax	Freight	Quote Total
11,542.00	0.00	0.00	865.65	0.00	12,407.65

Accepted By (Printed): \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

By signing above you are agreeing all product and totals are accurate. If purchase is to be made via credit card, signature by cardholder is required indicating authorization to charge card and process order. All prices above are in US dollars. All payments to Central are required to be made in US dollars. \*\*\*\* Upon Receipt of your Merchandise \*\*\*\* Please inspect your delivery carefully. In the unfortunate event that something is damaged or has to be returned, please call your product consultant. Please save all shipping cartons and packaging. Claims must be reported within 15 days of receiving your delivery. All returns are subject to inspection before a credit is issued and may be assessed a restocking charge. Please return defective items promptly to avoid being charged for the replacement item. Custom manufactured, special orders and used items are not returnable.

\*\*\* Central is OPEN until 8:00 pm (Eastern Time) \*\*\*



7750 Georgetown Rd • Indianapolis, IN 46268  
Phone 800-222-5107 • Fax 800-882-0086

# Quotation

Quotation# **38656410**  
Date 05/26/22  
Customer# **083573**  
Page 1 of 1

NEBRASKA CITY PUBLIC SCHOOLS  
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Quote Date	Quote Expires	Payment Terms	Customer PO	Contact	
05/26/22	06/16/22	GOVT Net 15 Days		Mitch Novak	
Product Consultant		Ship Via		Freight Terms	
Chris Medland ext 8331		FEDEX GRD 3RD PTY #690993511		FOB ORIGIN/PREPAID AND ADD	
Item	Product/Description	Quantity	Price	U/M	Extension
1	894-070-BLK 50" BLACK OPEN AIR DISPLAY MERCHANDISER  COLOR BLACK  * OVERALL DIMENSIONS 50-7/8"W X 28"D X 78-1/2" H *  * LEAD TIME APPROXIMATELY 3-5 BUSINESS DAYS *  ** Building Relationships...One Order at a Time! **	1	9631.08	EA	9631.08
Merchandise	Handling	Misc. Charge	Tax	Freight	Quote Total
9,631.08	0.00	0.00	722.33	0.00	10,353.41

Accepted By (Printed): \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

By signing above you are agreeing all product and totals are accurate. If purchase is to be made via credit card, signature by cardholder is required indicating authorization to charge card and process order. All prices above are in US dollars. All payments to Central are required to be made in US dollars. \*\*\*\* Upon Receipt of your Merchandise \*\*\*\* Please inspect your delivery carefully. In the unfortunate event that something is damaged or has to be returned, please call your product consultant. Please save all shipping cartons and packaging. Claims must be reported within 15 days of receiving your delivery. All returns are subject to inspection before a credit is issued and may be assessed a restocking charge. Please return defective items promptly to avoid being charged for the replacement item. Custom manufactured, special orders and used items are not returnable.

\*\*\* Central is OPEN until 8:00 pm (Eastern Time) \*\*\*

# ON & ACTIVITIES

## NASB SCHOOL LEADERS & LAW CONFERENCE

HOLIDAY INN - KEARNEY

g in using your email and password

password to log in or have forgotten it, please assistance.

e as follows:

\$170

\$100

\$25

deadline - June 16, 2022

s after the deadline.

e mailed to [acarlson@NASBonline.org](mailto:acarlson@NASBonline.org)

## 7, JUNE 22 - ACTIVITIES

12:30 PM

UTING - KEARNEY COUNTRY CLUB

\$75

CH PROVIDED BY ALICAP)

ONLINE.ORG TO REGISTER FOR GOLF

2:30 PM

R - ARCHWAY MUSEUM

\$40

AY MUSEUM WHERE YOU CAN LEARN MORE

ASKA & WESTERN EXPANSION. THE TOUR

ORKING AND SNACKS WITH YOUR PEERS.

E FOR THE ARCHWAY TOUR

TO 11:00 PM

HOSPITALITY SUITE - HOLIDAY INN



# THURSDAY, JUNE 23, 2022

8:30 AM REGISTRATION

9:00 AM WHAT PASSED, COULDN'T LAST, AND A NEW CAST: A LOOK BACK AT THE 2022 LEGISLATIVE SESSION & WHO WE WILL BE WORKING WITH IN 2023  
COLBY COASH - NASB

10:00 AM BREAK / EXHIBITORS

10:30 AM A BREAKOUTS

A1 - STUDENTS TODAY, FURRIES AND MORE  
PERRY LAW FIRM

A2 - UPDATE OF SPECIAL ED: SUMMARY OF NEW CASE LAW & REGULATIONS FOR  
SCHOOL BOARD MEMBERS

ELIZABETH EYNON-KOKRDA - EEK LEGAL

A3 - ENGAGING PARENTS & PATRONS DURING PUBLIC COMMENT

MARCIA HERRING - NASB

11:15 AM BREAK / EXHIBITORS

11:45 AM B BREAKOUTS

B1 - NEBRASKA PROFESSIONAL PRACTICES COMMISSION: HOW CASES GET  
BEFORE THE NPPC, AND WHAT HAPPENS

BRIAN HALSTEAD - NDE

B2 - OPEN MEETINGS & PUBLIC RECORDS AND RECENT ATTORNEY GENERAL  
DISPOSITIONS

PERRY LAW FIRM

B3 - CYBER SECURITY IN SCHOOLS

MEGAN BOLDT - ALICAP

12:30 PM LUNCH & NETWORKING

1:15 PM C BREAKOUTS

C1 - THE SCHOOL PRIVATIZATION LANDSCAPE: WHERE NEBRASKA FITS IN  
DANIEL RUSSELL - STAND FOR SCHOOLS

C2 - NEGOTIATIONS TIPS, TRICKS, AND PITFALLS

CHAD MEISGEIER - MILLARD PUBLIC SCHOOLS

2:00 PM BREAK

2:15 PM IMPACT OF TAX POLICY ON SCHOOL FUNDING  
REBECCA FIRESTONE - OPEN SKY POLICY INSTITUTE

3:15 PM ADJOURN

CLE CREDITS PENDING APPROVAL FOR ATTORNEYS ATTENDING THE SEMINAR  
15 AWARDS OF ACHIEVEMENT POINTS WILL BE EARNED FOR ATTENDING

