

Board of Education Regular Meeting to follow
Budget Hearing
Monday, September 8, 2025 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. Reports
 - 2.1. Principal's Reports – "What's Happening With The PIONEERS!"
 - 2.2. Committee Reports
 - 2.2.1. Education, Americanism and Civics
 - 2.2.2. Buildings and Grounds
 - 2.2.3. Finance
 - 2.2.4. Policy
 - 2.3. Superintendent's Report
3. Business
 - 3.1. Non-Action Items
 - 3.1.1. Policy Reviews
 - 3.1.2. COOP Athletic Renewal Timelines
 - 3.2. Action Items
 - 3.2.1. Service Contract for HVAC Controls
 - 3.2.2. December Board Meeting Date Change
 - 3.2.3. Memorandum of Understanding with The Arbor Day Foundation
 - 3.2.4. Football Classification
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 Special Meeting including Budget Workshop
Monday, August 25, 2025
Boardroom at Central Office, 1700 14th Avenue, Nebraska City, NE 68410

The Nebraska City News Press and B103 were notified.

Notice was published in the Nebraska City News Press on Friday, August 15, 2025 and on the Nebraska City Public Schools website on Thursday, July 24, 2025 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. Copies of the postings from Friday, August 15, 2025 and Thursday, July 24, 2025 are 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, Lisa Chaney, called the meeting to order at 6:00 PM.

1.1. Roll Call

Kent Blum: Present
Lisa Chaney: Present
Pattie Lant: Present
John Hodges: Present
Stacie Higgins: Present
Jim Nemec: Present
Sally Schreiner: Present
Brent Shanholtz: Absent
Rob Elson: Present
Present: 8, Absent: 1

1.2. Pledge of Allegiance

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

Order #17404-Motion Passed: Motion to approve the request to be absent from this meeting on August 25, 2025 from Brent Shanholtz passed with a motion by Jim Nemec and a second by Kent Blum. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 8, Nay: 0, Absent: 1

1.4. Welcome to Visitors and Public

President Chaney welcomed visitors and the public to the meeting.

1.5. Approval of Agenda

Order #17405-Motion Passed: Motion to approve the agenda for August 25, 2025 passed with a motion by John Hodges and a second by Stacie Higgins. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent

Rob Elson: Yea
Yea: 8, Nay: 0, Absent: 1

1.6. Public Comment Time

No one addressed the board during Public Comment Time.

1.7. Approval of Minutes

Order #17406-Motion Passed: Motion to approve the minutes from the Regular Meeting on August 11, 2025 passed with a motion by Jim Nemec and a second by Rob Elson. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 8, Nay: 0, Absent: 1

2.0 Business

2.1. Non-Action Items

2.1.1. 2025-2026 Budget Workshop

Mr. Fritch gave a presentation to the Board and led them through discussions regarding the 2025-2026 Budget and preparing for the upcoming Budget and Tax Request Hearings. Current and future district needs were considered as well as preparing financially to meet those needs. The impact of recent changes in revenue sources and significant decreases in state aid were discussed.

2.2. Action Items

2.2.1. 2024-2025 Year End Financials

2.2.1.1. Year End Financial Report

Order #17407-Motion Passed: Motion to approve the 2024-2025 anticipated year-end financial report passed with a motion by Stacie Higgins and a second by Kent Blum. Brenda Wieckhorst, Business Manager, presented the Year End Financial Report to the Board.

Kent Blum: Yea
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 8, Nay: 0, Absent: 1

2.2.1.2. Year End Claims and Accounts

Order #17408-Motion Passed: Motion to approve the year end claims and accounts as presented passed with a motion by Jim Nemec and a second by Pattie Lant. Lisa Chaney reviewed the bills and found everything to be in order. Questions regarding individual bills were clarified.

General Fund: \$321,499.42; **Payroll Fund:** \$1,127,307.87; **Nutrition Fund:** \$965.20

Kent Blum: Yea
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea

Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 8, Nay: 0, Absent: 1

2.2.1.3. Depreciation Fund Transfer

Order #17409-Motion Passed: Motion to approve the transfer of \$1,300,000 from the General Fund to the Depreciation Fund to be used for curriculum, technology, building operations, facility equipment/maintenance, vehicles and student activities passed with a motion by Lisa Chaney and a second by Jim Nemec. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 8, Nay: 0, Absent: 1

3.0. Superintendent's Report

Mr. Fritch reminded the Board about upcoming meetings and conferences. He reported briefly on enrollment and staffing updates.

4.0. Adjournment

Order #17410-Motion Passed: Motion to adjourn at 7:46 PM passed with a motion by Kent Blum and a second by Stacie Higgins. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 8, Nay: 0, Absent: 1

Mark Fritch, Secretary



NOTICE OF SPECIAL MEETING INCLUDING BUDGET WORKSHOP-AUGUST 25, 2025

Carla Zaroban

July 24, 2025

NOTICE IS HEREBY GIVEN that a **Special Meeting including a Budget Workshop** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 P.M., August 25, 2025 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. The agenda is not final until 24 hours prior to the meeting.

Mark Fritch

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

I, Laquansay Nickson Watkins, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Nebraska City News Press, a publication that is a "legal newspaper" as that phrase is defined for the city of Nebraska City, for the County of Otoe, in the state of Nebraska, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

Publication Dates:

- Aug 15, 2025

Notice ID: AbW49SoS8nhEIFUEllpy

Notice Name: August Special Meeting Notice 2025

Publication Fee: \$13.44

Laquansay Nickson Watkins
Agent

VERIFICATION

State of New Jersey
County of Camden

Signed or attested before me on this: 08/15/2025

Sharon E. Thomas-Pope

Notary Public

Notarized remotely online using communication technology via Proof.

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

NOTICE IS HEREBY GIVEN that a **Special Meeting including a Budget Workshop** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 P.M., August 25, 2025 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. The agenda is not final until 24 hours prior to the meeting.

Mark Fritch

Superintendent of Schools

Published in the Nebraska City News Press on August 15, 2025.

3700560 ZNEZ

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Vendor Name	Description	Check
		Total
Checking Account ID	Fund Number	01 General Fund
AMERICAN NATIONAL BANK	LOAN PAYMENT	2,995.50
VOYAGER FLEET SYSTEMS	FUEL CHARGES	2,537.65
Fund Number		5,533.15
Checking Account ID		5,533.15
Checking Account ID	Fund Number	01 General Fund
BLUE CROSS BLUE SHIELD	AUG 2025 HEALTH AND DENTAL	220,916.83
MADISON NATIONAL LIFE	AUG LIFE INS.	2,701.28
TRANSAMERICA LIFE INS COMPANY	AUG SUPPLEMENTAL INS	3,029.79
VSP, INC	AUG VISION INS	2,036.50
Fund Number		228,684.40
Checking Account ID		228,684.40

Nebraska City Public Schools
August 2025
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 approved General Fund levy for 2024-25 .865308

	2025	2024
Balance Forward	6,166,326.37	
Revenue	471,263.37	
Expenses	<u>2,755,211.92</u>	
Balance	3,882,377.82	1,799,301.33

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 approved Building Fund levy for 2024-25 .052995

	2025	2024
Balance Forward	552,511.03	
Revenue	14,240.90	
Expenses	<u>0.00</u>	
Balance	566,751.93	279,203.09

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 the 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 approved QCPUF levy for 2024-25 .020631

	2025	2024
Balance Forward	313,803.59	
Revenue	5,484.17	
Expenses	<u>0.00</u>	
Balance	319,287.76	332,794.66

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.

	2025	2024
Balance Forward	2,764,298.59	
Revenue	1,300,479.32	
Expenses	<u>0.00</u>	
Balance	4,064,777.91	3,614,752.08

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.

	2025	2024
Balance Forward	461,361.57	
Revenue	23,610.08	
Expenses	<u>965.08</u>	
Balance	484,006.45	567,620.24

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.

	2025	2024
Balance Forward	41,877.22	
Revenue	1,127,307.87	
Expenses	<u>1,131,152.22</u>	
Balance	38,032.87	39,181.97

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.

	2025	2024
Balance Forward	46,240.88	
Revenue	4,941.84	
Expenses	<u>5,765.22</u>	
Balance	45,417.50	31,344.68

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.

	2025	2024
Balance Forward	229,351.94	
Revenue	9,687.60	
Expenses	<u>239,039.54</u>	
Balance	0.00	229,346.71

Bond Fund

The Bond Fund shall be used to record tax receipts, investment interest, and the payment of bond principal, interest, and other related costs (i.e., trustee fees). If the fund balance is not sufficient to meet interest or bond retirement payments from the Bond Fund, the General Fund shall be used for these payments. Revenue from a levy to retire bonds in any school district is retained in a separate fund by the county treasurer, the financial institution serving as a fiscal agent, or the school district. Funds shall be disbursed upon appropriate demand. All records of the transactions in this area shall be maintained in this fund. Proceeds from a bond issue shall be deposited into the Special Building Fund to be expended on the actual building project. The Bond Fund is a taxing fund and is not part of the \$1.05 cap. The tax levy for this fund is restricted for expenditures other than principal and interest on bonds. Proceeds from a bond issue shall be deposited into the Special Building Fund to be expended on the actual building project. The approved Bond Fund levy for 2024-25 .137968

	2025	2024
Balance Forward	2,574,461.79	
Revenue	48,798.08	
Expenses	<u>0.00</u>	
Balance	2,623,259.87	2,447,937.13

NEBRASKA CITY PUBLIC SCHOOLS 66-0111							24-25	23-24
GENERAL FUND MONTHLY FINANCIAL REPORT			REC'D MONTH	REC'D THRU:	REC'D THRU		% OF BUDGET TO	% OF BUDGET TO
	RECEIPTS:	BUDGETED	AUGUST	8/31/2025	08/31/2024	DIFFERENCE	BE RECEIVED	BE RECEIVED
	LOCAL PROPERTY TAXES	9,815,871.00	169,268.54	7,774,166.53	9,152,675.56	(1,378,509.03)	20.80%	
	CARLINE TAX	10,000.00		9,643.30	10,320.70	(677.40)	3.57%	
	IN LIEU OF TAX, 5% GROSS	5,800.00		6,798.83	5,444.72	1,354.11	-17.22%	
	MOTOR VEHICLE TAX	835,000.00	86,576.73	922,703.15	897,250.78	25,452.37	-10.50%	
	PENALTIES AND INTEREST ON TAXES	0.00				0.00		
	TUITION FROM OTHER DISTRICTS-SPED	0.00				0.00		
	LOCAL LICENSE FEES, CITY	3,000.00		1,473.75	1,275.00	198.75	50.88%	
	RENTAL OF SCHOOL FACILITIES	2,000.00		3,858.75	770.80	3,087.95	-92.94%	
	OTHER LOCAL REVENUE	1,500.00	4.71	753.42	2,222.55	(1,469.13)		
	COUNTY FINES & LICENSE FEES	140,000.00	6,368.48	135,193.36	156,379.87	(21,186.51)	3.43%	
	ESU RECEIPTS					0.00		
	OTHER COUNTY SOURCES	1,200.00		1,177.60		1,177.60		
	STATE AID	4,686,159.00		4,686,159.00	4,608,970.00	77,189.00	0.00%	
	SPECIAL EDUCATION PROGRAM	2,300,000.00		2,281,422.00	2,185,936.00	95,486.00	0.81%	
	SPECIAL EDUCATION TRANSP.	20,000.00		37,020.00	37,979.00	(959.00)	-85.10%	
	HOMESTEAD EXEMPTION	295,000.00	56,544.44	339,266.64	333,580.23	5,686.41	-15.01%	
	RELIEF TO PROPERTY TAXPAYERS	625,000.00		3,457,688.43	644,442.18	2,813,246.25	-453.23%	
	PERSONAL PROPERTY TAX CREDIT					0.00		
	HIGH ABILITY LEARNERS	9,000.00		7,159.00	8,305.00	(1,146.00)	20.46%	
	RULE 4 TEXTBOOK LOAN					0.00		
	PRO-RATE MOTOR VEHICLE	30,000.00	5,145.50	25,047.57	25,457.19	(409.62)	16.51%	
	STATE APPORTIONMENT	270,000.00		537,157.92	270,317.68	266,840.24	-98.95%	
	IN LIEU OF SCHOOL LAND TAX		217.12	1,878.83		1,878.83		
	STATE EARLY CHILDHOOD	25,000.00	1,794.00	31,558.00	96,451.00	(64,893.00)	-26.23%	
	CTE EXTENSION GRANT	8,551.00		8,551.00	8,551.00	0.00		
	SAFETY AND SECURITY GRANT				231,705.00	(231,705.00)		
	PEAK GRANT			10,727.75				
6,403.46	PROJECT AWARE	200,000.00	7,702.42	120,265.34	114,500.81	5,764.53	39.87%	
31,550.00	TITLE I	350,000.00	62,972.00	535,577.00	264,053.00	271,524.00	-53.02%	
4,369.00	TITLE II PART A	50,000.00	4,420.00	116,628.00	43,907.00	72,721.00	-133.26%	
16,643.00	IDEA BASE	350,611.00	24,547.00	412,392.00	280,019.00	132,373.00	-17.62%	
625.00	IDEA PRESCHOOL BASE	8,379.00	706.00	7,060.00	8,403.00	(1,343.00)	15.74%	
861.00	IDEA NON PUBLIC	41,010.00	2,083.00	54,325.00	31,549.00	22,776.00	-32.47%	
	IDEA PRESCHOOL BASE-ARP					0.00		
	IDEA BASE-ARP					0.00		
	IDEA NON PUBLIC -ARP					0.00		
	MEDICAID IN PUBLIC SCHOOLS	35,000.00	30,559.78	103,814.16	43,634.44	60,179.72		
	MAAPS RECEIPTS	40,000.00	9,697.88	23,454.15	32,189.38	(8,735.23)	41.36%	
	HOMELESS GRANT			1,696.00		1,696.00		
	ESSERS II	0.00				0.00		
	ESSERS III			62,605.00	526,041.00	(463,436.00)		
	N-SPDG GRANT					0.00		
3,305.00	TITLE IV, PART B, NCLB 21ST CENTURY	170,000.00		181,957.00	144,522.00	37,435.00	-7.03%	
	SUMMER CLUB EXTENSION (6989)				3,563.00	(3,563.00)		
	CLUBS EXTENSION (6988)			26,858.00		26,858.00		
	LONG TERM LOAN-LOC	0.00				0.00		
	TAX ANTICIPATION NOTES	0.00				0.00		
	SALE OF BONDS					0.00		
	TRANSFERS FROM FUNDS				30.16	(30.16)		
	OTHER NON-REVENUE RECEIPTS				4.71	(4.71)		
	TOTAL WITHOUT INTERCOMPANY RECEIPT	20,328,081.00	468,607.60	21,926,036.48	20,170,450.76	1,755,585.72	-7.86%	1.21%
	NON PROGRAM RECEIPTS							
63,756.46	GRAND TOTAL	20,328,081.00	468,607.60	21,926,036.48	20,170,450.76			

			DISB. MONTH	DISB. THRU:	DISB. THRU:		% OF BUDGET TO	% OF BUDGET TO
	DISBURSEMENTS:	BUDGETED	AUGUST	8/31/2025	8/31/2024	DIFFERENCE	BE SPENT	BE SPENT
1100	INSTRUCTION	6,160,340.00	1,228,901.51	6,311,071.43	5,335,003.26	976,068.17	-2.45%	
1150	ELL	407,050.00	33,156.10	405,209.61	342,889.60	62,320.01	0.45%	
1160	POVERTY	2,450,170.00	177,113.18	2,508,203.08	2,067,578.33	440,624.75	-2.37%	
1190	PRESCHOOL LOCAL FUNDS	313,850.00	13,548.61	290,611.16	177,386.72	113,224.44	7.40%	
1200	SPECIAL EDUCATION	2,836,250.00	150,763.57	2,499,341.41	2,399,039.45	100,301.96	11.88%	
1300	DRIVER'S ED/SUMMER SCHOOL	20,455.00	-2,244.30	17,325.32	13,780.27	3,545.05	15.30%	
2120	GUIDANCE	316,315.00	25,008.87	303,185.39	120,291.03	182,894.36	4.15%	
2130	HEALTH/NURSE	88,675.00	6,714.89	84,289.42	90,488.50	(6,199.08)	4.95%	
2140	PSYCHOLOGY	242,900.00	19,099.48	239,004.20	206,422.28	32,581.92	1.60%	
2150	SPEECH/AUDIOLOGY	307,700.00	14,158.68	349,668.68	286,111.39	63,557.29	-13.64%	
2160	OCCUPATIONAL THERAPY	400.00		218.80		218.80	45.30%	
2170	PHYSICAL THERAPY	64,200.00	5,655.99	59,322.68	49,126.48	10,196.20	7.60%	
2180	VISION	600.00		3,306.00	1,055.11	2,250.89	-451.00%	
2190	OTHER SUPPORT SERVICES	93,000.00	52,347.76	87,109.54	305,735.92	(218,626.38)	6.33%	
2212	CURRICULUM DIRECTOR	141,750.00	11,780.67	141,222.85	33,714.23	107,508.62	0.37%	
2214	STANDARDS DIRECTOR	9,500.00		14,863.48	4,903.45	9,960.03	-56.46%	
2220	LIBRARY	193,615.00	12,976.66	158,129.65	197,240.60	(39,110.95)	18.33%	
2290	EARLY RETIREMENT	105,000.00		105,000.00	95,609.20	9,390.80	0.00%	
2310	SCHOOL BOARD	129,000.00	281.03	63,301.62	100,685.56	(37,383.94)	50.93%	
2320	SUPERINTENDENT	334,625.00	29,766.83	331,100.60	317,083.71	14,016.89	1.05%	
2410	PRINCIPALS	1,091,200.00	89,957.71	1,054,501.04	1,022,224.07	32,276.97	3.36%	
2510	BUSINESS OFFICE	246,050.00	20,982.95	253,277.40	225,327.30	27,950.10	-2.94%	
2580	TECHNOLOGY	486,400.00	261,336.60	555,736.84	518,740.87	36,995.97	-14.26%	
2610	PLANT OPERATION	1,143,500.00	52,170.76	1,130,707.27	1,099,535.11	31,172.16	1.12%	
2620	MAINTENANCE	1,102,850.00	356,564.98	1,096,623.11	2,820,755.41	(1,724,132.30)	0.56%	
2700	PUPIL TRANSPORTATION	383,925.00	19,947.14	335,804.42	344,394.01	(8,589.59)	12.53%	
3535	HIGH ABILITY LEARNERS	4,670.00	296.36	4,012.44	5,985.51	(1,973.07)	14.08%	
3540	STATE EARLY CHILDHOOD	26,175.00	2,223.17	26,932.24	98,420.68	(71,488.44)	-2.89%	
3551	CTE EXTENSTION GRANT	8,551.00		8,551.00	8,551.00			
3552	SAFETY AND SECURITY GRANT	200,000.00	88,893.16	200,000.00	31,703.45			
3599	TEXTBOOK LOAN					-		
5000	DEBT SERVICES	40,000.00	2,995.50	35,946.00	10,991.00	24,955.00		
6200	TITLE I	386,415.00	31,551.46	382,115.19	368,102.24	14,012.95	1.11%	
6310	TITLE II PART A	116,650.00	4,370.39	71,360.68	103,871.23	(32,510.55)	38.82%	
6406	IDEA PART B PRESCHOOL	8,562.00	694.56	8,456.41	8,403.00	53.41	1.23%	
6408	IDEA BASE/ENROLLMENT/POVERTY	363,000.00	16,643.66	335,640.38	364,078.00	(28,437.62)	7.54%	
6412	NON-PUBLIC SPED	41,010.00	862.14	38,978.78	48,691.00	(9,712.22)	4.95%	
6418	PEAK GRANT	0.00	9,709.75	20,437.50		20,437.50		
6421	IDEA BASE-ARP	0.00				-		
6423	IDEA NON PUBLIC -ARP	0.00				-		
6700	PERKINS	0.00	300.00	600.00		600.00		
6968	TITLE IV, PART B, NCLB 21ST CENTURY	192,190.00	7,884.35	218,035.32	206,886.14	11,149.18	-13.45%	
6988	EXTENDED CLUBS				26,859.43	(26,859.43)		
6989	SUMMER CLUBS					-		
6990	PROJECT AWARE	224,045.00	6,403.46	93,966.02	106,962.11	(12,996.09)	58.06%	
6994	HOMELESS GRANT				1,696.60			
6996	ESSERS/CARES GRANT	0.00				-		
6997	ESSERS II	0.00				-		
6998	ESSERS III	0.00			503,236.71	(503,236.71)		
	SUBTOTAL	20,280,588.00	2,752,817.63	19,843,166.96	20,069,559.96	(392,992.95)	2.15%	0.02%
	TRANSFER TO FUND							
	TOTAL DISBURSEMENTS:	20,280,588.00	2,752,817.63	19,843,166.96	20,069,559.96			

	Balance on hand District Treasury 8-31-24	1,862,626.63						
	Receipts through: 8-31-2025	21,926,036.48						
	TOTAL BALANCE & RECEIPTS	23,788,663.11						
	Outstanding warrants 8-31-2024	63,325.30						
	Warrants issued through: 8-31-2025	19,843,166.96						
	TOTAL WARRANTS	19,906,492.26						
	BALANCE	3,882,170.85						
	Balance in District Treasury	5,217,886.47 *						
	Outstanding warrants	1,335,508.65						
	BALANCE	3,882,377.82						
	VOIDED CHECKS	206.97						
		3,882,170.85						

Activity Fund Balance Report - Summary - Exclude Encumbrances

08/2025 - 08/2025

Regular; Beginning Month 08/2025; Processing Month 08/2025; Accounts to Include Accounts with Activity; Fund
Balance Account 142 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	HS FOOTBALL BALANCE	(11,814.63)	2,700.00	14,514.63	0.00	0.00
05 704 0003	MS FOOTBALL BALANCE	(2,509.57)	0.00	2,509.57	0.00	0.00
05 704 0004	HS BOYS BASKETBALL BALANCE	(2,899.56)	2,700.00	5,599.56	0.00	0.00
05 704 0006	MS GIRLS BASKETBALL BALANCE	1,439.00	0.00	(1,439.00)	0.00	0.00
05 704 0007	MS BOYS BASKETBALL BALANCE	911.25	0.00	(911.25)	0.00	0.00
05 704 0008	HS TRACK BALANCE	(1,187.91)	0.00	1,187.91	0.00	0.00
05 704 0009	NC INVITATIONAL TRACK BALANCE	4,698.31	0.00	0.00	0.00	4,698.31
05 704 0010	YOUTH GIRLS BB BALANCE	3,220.89	0.00	0.00	0.00	3,220.89
05 704 0011	MS TRACK BALANCE	(919.80)	0.00	919.80	0.00	0.00
05 704 0012	HS WRESTLING BALANCE	(3,220.57)	0.00	3,220.57	0.00	0.00
05 704 0013	MS WRESTLING BALANCE	861.48	0.00	(861.48)	0.00	0.00
05 704 0014	HS & MS CROSS COUNTRY BALANCE	(762.18)	0.00	762.18	0.00	0.00
05 704 0016	HS GIRLS BASKETBALL BALANCE	(3,257.05)	2,700.00	5,957.05	0.00	0.00
05 704 0018	HS VOLLEYBALL BALANCE	(218.06)	2,700.00	2,918.06	0.00	0.00
05 704 0020	MS VOLLEYBALL BALANCE	620.74	0.00	(620.74)	0.00	0.00
05 704 0021	HS BOYS TENNIS BALANCE	1,765.15	0.00	(1,765.15)	0.00	0.00
05 704 0022	HS GIRLS TENNIS BALANCE	(275.52)	0.00	275.52	0.00	0.00
05 704 0023	UNIFIED ACTIVITIES	1,406.03	0.00	0.00	0.00	1,406.03
05 704 0024	HS BOYS GOLF BALANCE	216.46	0.00	(216.46)	0.00	0.00
05 704 0025	FFA BALANCE	11,575.22	0.00	3.00	0.00	11,578.22
05 704 0026	FCCLA BALANCE	10,325.74	0.00	0.00	0.00	10,325.74
05 704 0027	PIONNER YOUTH BOYS BASKETBALL BALANCE	126.24	0.00	0.00	0.00	126.24
05 704 0028	NS BOOK FUND BALANCE	(3,440.83)	0.00	0.00	0.00	(3,440.83)
05 704 0029	SINGERS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0030	MUSICAL BALANCE	9,323.20	0.00	0.00	0.00	9,323.20
05 704 0031	DECA BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0032	MS CONCESSIONS BALANCE	3,020.75	0.00	0.00	0.00	3,020.75
05 704 0033	MS STUDENT FEES	7,899.88	0.00	860.00	0.00	8,759.88
05 704 0034	HS POP MONEY BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0035	MS POP BALANCE	2,741.22	349.87	0.00	0.00	2,391.35
05 704 0036	HS BAND RESALE BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0037	MS BAND RESALE BALANCE	3,627.30	0.00	180.00	0.00	3,807.30
05 704 0038	MS WRESTLING CLUB BALANCE	3,206.91	0.00	0.00	0.00	3,206.91
05 704 0039	PIONEER FOOTBALL BALANCE	3,770.62	0.00	0.00	0.00	3,770.62
05 704 0040	WEIGHTLIFTING BALANCE	421.95	0.00	0.00	0.00	421.95
05 704 0041	MS TRACK CLUB BALANCE	483.77	0.00	0.00	0.00	483.77

Activity Fund Balance Report - Summary - Exclude Encumbrances

08/2025 - 08/2025

Regular; Beginning Month 08/2025; Processing Month 08/2025; Accounts to Include Accounts with Activity; Fund
Balance Account 142 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 0042	CHILDRENS CHOIR BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0043	HW BOOK FUND BALANCE	1,542.61	0.00	0.00	0.00	1,542.61
05 704 0044	WRESTLING MATMAIDS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0045	CHEERLEADERS BALANCE	(3,490.45)	0.00	0.00	0.00	(3,490.45)
05 704 0046	CLASS OF 2027 BALANCE	1,267.24	0.00	0.00	0.00	1,267.24
05 704 0047	MS BAND TRIP BALANCE	29.00	0.00	0.00	0.00	29.00
05 704 0048	SPEECH CONTEST BALANCE	659.25	0.00	0.00	0.00	659.25
05 704 0049	DRAMA ACTIVITY BALANCE	1,358.81	0.00	0.00	0.00	1,358.81
05 704 0050	MS STUDENT COUNCIL BALANCE	11,215.81	0.00	0.00	0.00	11,215.81
05 704 0051	HS STUDENT COUNCIL BALANCE	2,800.68	0.00	0.00	0.00	2,800.68
05 704 0052	JOURNALISM BALANCE	8,670.30	0.00	0.00	0.00	8,670.30
05 704 0053	BIG MAC MATH BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0054	ART CLUB BALANCE	1,563.81	0.00	0.00	0.00	1,563.81
05 704 0055	CONSTRUCTION CLASS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0056	NATIONAL HONOR SOCIETY BALANCE	(634.05)	0.00	0.00	0.00	(634.05)
05 704 0057	DISTRICT ACTIVITY FUND BALANCE	14,288.83	827.00	0.00	0.00	13,461.83
05 704 0058	HS BAND ACTIVITY BALANCE	(135.59)	0.00	275.69	0.00	140.10
05 704 0059	6TH GRADE BAND BALANCE	(985.68)	0.00	0.00	0.00	(985.68)
05 704 0060	HS BOOK SALES BALANCE	4,330.27	0.00	0.00	0.00	4,330.27
05 704 0061	HS SCIENCE GRANT BALANCE	2.02	0.00	0.00	0.00	2.02
05 704 0063	MS QUIZ BOWL BALANCE	176.06	0.00	0.00	0.00	176.06
05 704 0064	HS SCIENCE CLUB BALANCE	543.85	0.00	0.00	0.00	543.85
05 704 0065	HS COLOR GUARD BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0066	HS METALS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0067	MS HOME EC. LAB BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0068	HS CONCESSIONS BALANCE	20,406.88	192.14	67.50	0.00	20,282.24
05 704 0069	PRECORDERS BALANCE	496.93	0.00	0.00	0.00	496.93
05 704 0070	VARSITY CLUB BALANCE	14,600.19	0.00	0.00	0.00	14,600.19
05 704 0071	WELLNESS BALANCE	11,598.63	0.00	0.00	0.00	11,598.63
05 704 0072	DRIVER EDUCATION BALANCE	12,119.78	0.00	0.00	0.00	12,119.78
05 704 0073	MS SHOP ACTIVITY BALANCE	1,525.31	0.00	0.00	0.00	1,525.31
05 704 0075	SPECIAL EQUIPMENT BALANCE	(12,746.00)	0.00	12,746.00	0.00	0.00
05 704 0077	HS GOLF FUNDRAISING	519.45	0.00	0.00	0.00	519.45
05 704 0078	HS WRESTLING FUNDRAISER	910.25	0.00	0.00	0.00	910.25
05 704 0079	HORTICULTURE BALANCE	603.27	0.00	0.00	0.00	603.27
05 704 0082	NC DRUG FEE BALANCE	221.10	0.00	0.00	0.00	221.10

Activity Fund Balance Report - Summary - Exclude Encumbrances

08/2025 - 08/2025

Regular; Beginning Month 08/2025; Processing Month 08/2025; Accounts to Include Accounts with Activity; Fund
Balance Account 142 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 0083	ATHLETIC TRAINER SUPPLIES BALANCE	(335.53)	0.00	335.53	0.00	0.00
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	(16.75)	0.00	0.00	0.00	(16.75)
05 704 0087	HAYWARD FUNDRAISER BALANCE	2,111.49	0.00	0.00	0.00	2,111.49
05 704 0088	MS BOOK SALES BALANCE	(1,904.15)	0.00	0.00	0.00	(1,904.15)
05 704 0090	VOLLEYBALL CLUB BALANCE	(573.58)	0.00	0.00	0.00	(573.58)
05 704 0091	GIRLS SOCCER CLUB BALANCE	3,224.79	0.00	0.00	0.00	3,224.79
05 704 0092	CLASS OF 2028 BALANCE	309.28	0.00	0.00	0.00	309.28
05 704 0093	FBLA BALANCE	277.96	0.00	0.00	0.00	277.96
05 704 0094	HS SHOP RESALE BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0095	HS ENGLISH BALANCE	291.86	0.00	0.00	0.00	291.86
05 704 0096	PIONEER PERKS BALANCE	585.13	0.00	0.00	0.00	585.13
05 704 0097	NS FUNDRAISER BALANCE	1,737.82	0.00	0.00	0.00	1,737.82
05 704 0098	BBB SUMMER LEAGUE BALANCE	3,604.17	0.00	0.00	0.00	3,604.17
05 704 0099	DISTRICT WELLNESS BALANCE	3,124.97	0.00	0.00	0.00	3,124.97
05 704 0100	HW DARE BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0101	PIONEER CROSS COUNTRY BALANCE	831.98	0.00	0.00	0.00	831.98
05 704 0103	DISTRICT II MUSIC CONTEST BALANCE	633.54	0.00	0.00	0.00	633.54
05 704 0104	HS SCIENCE SCHOLARSHIP BALANCE	251.51	0.00	0.00	0.00	251.51
05 704 0105	HS SOCCER BALANCE	(2,361.29)	2,700.00	5,061.29	0.00	0.00
05 704 0106	BOYS TENNIS CLUB BALANCE	(219.34)	0.00	0.00	0.00	(219.34)
05 704 0107	HS GIRLS GOLF BALANCE	(2,618.06)	0.00	2,618.06	0.00	0.00
05 704 0108	EXPRESSIONS BALANCE	5,623.74	0.00	0.00	0.00	5,623.74
05 704 0109	FB JERSEYS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0110	MS VOCAL BALANCE	190.00	0.00	0.00	0.00	190.00
05 704 0111	HS SPED BALANCE	1,238.69	0.00	0.00	0.00	1,238.69
05 704 0112	SUMMER GBB BALANCE	1,696.33	0.00	0.00	0.00	1,696.33
05 704 0115	GIRLS TENNIS CLUB BALANCE	(1,246.21)	0.00	0.00	0.00	(1,246.21)
05 704 0116	STUDENT FEE DONATION BALANCE	707.00	0.00	0.00	0.00	707.00
05 704 0117	BOYS SOCCER CLUB BALANCE	3,291.04	0.00	0.00	0.00	3,291.04
05 704 0118	Girls Wrestling Club Balance	3,919.19	0.00	0.00	0.00	3,919.19
05 704 0119	WASHINGTON TRIP BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0121	CLASS OF 2026 BALANCE	450.90	0.00	0.00	0.00	450.90
05 704 0123	HS SOFTBALL BALANCE	2,156.73	0.00	(2,156.73)	0.00	0.00
05 704 0124	CD/INTEREST BALANCE	(6,444.91)	0.00	361.05	0.00	(6,083.86)

Activity Fund Balance Report - Summary - Exclude Encumbrances

08/2025 - 08/2025

User ID: WIECBREN

Regular; Beginning Month 08/2025; Processing Month 08/2025; Accounts to Include Accounts with Activity; Fund
Balance Account 142 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 0125	HS BASEBALL BALANCE	(1,135.27)	0.00	1,135.27	0.00	0.00
05 704 0126	MUSIC TRIP BALANCE	1,247.70	0.00	0.00	0.00	1,247.70
05 704 0127	HAL BALANCE	370.46	0.00	0.00	0.00	370.46
05 704 0128	BASEBALL CLUB BALANCE	9,557.45	1,754.94	0.00	0.00	7,802.51
05 704 0129	CAREER & HUMAN DEVELOPMENT BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0130	HS SOUND SYSTEM BALANCE	846.25	0.00	0.00	0.00	846.25
05 704 0131	SUMMER SCHOOL BALANCE	9,850.32	2,244.30	0.00	0.00	7,606.02
05 704 0132	HS ART FEES BALANCE	5,505.07	0.00	25.00	0.00	5,530.07
05 704 0133	HS SPANISH FEES BALANCE	278.72	0.00	0.00	0.00	278.72
05 704 0134	MS FCS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0135	MS ART FEES BALANCE	1,905.70	0.00	0.00	0.00	1,905.70
05 704 0136	MS IT FEES BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0137	HS FOOD FEES BALANCE	1,560.42	0.00	20.00	0.00	1,580.42
05 704 0138	COLLEGE TUITION FEES BALANCE	735.17	0.00	0.00	0.00	735.17
05 704 0139	MATH TECHNOLOGY BALANCE	2,149.35	0.00	0.00	0.00	2,149.35
05 704 0140	Education Quest	10,211.98	0.00	0.00	0.00	10,211.98
05 704 0141	CO BALANCE	16,521.81	54.94	(3.13)	0.00	16,463.74
05 704 0144	PIONEER PETE BALANCE	3,074.02	0.00	0.00	0.00	3,074.02
05 704 0145	HS TRACK CLUB BALANCE	317.28	0.00	0.00	0.00	317.28
05 704 0148	MS PIONEER HONOR SOCIETY BALANCE	1,685.88	0.00	0.00	0.00	1,685.88
05 704 0150	MS VOLLEYBALL CLUB BALANCE	569.53	0.00	0.00	0.00	569.53
05 704 0152	ACTIVITY ADMIN. BALANCE	5,695.31	0.00	0.00	0.00	5,695.31
05 704 0153	ROBOTICS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0155	MS ROBOTICS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0157	TECHNOLOGY BALANCE	16,988.42	0.00	2,225.00	0.00	19,213.42
05 704 0158	MS LIFE SKILLS BALANCE	3,529.99	0.00	0.00	0.00	3,529.99
05 704 0159	CA CONSTRUCTION BALANCE	6,467.34	0.00	0.00	0.00	6,467.34
05 704 0160	CLASS OF 2025 BALANCE	(401.88)	0.00	401.88	0.00	0.00
05 704 0161	CA WELDING BALANCE	801.34	0.00	0.00	0.00	801.34
05 704 0162	CA-INFORMATION TECHNOLOGY BALANCE	600.59	0.00	0.00	0.00	600.59
05 704 0163	YOUTH TENNIS CLUB BALANCE	747.30	0.00	0.00	0.00	747.30
05 704 0164	JAG BALANCE	431.61	0.00	0.00	0.00	431.61
05 704 0165	ESPORTS BALANCE	854.63	0.00	0.00	0.00	854.63
05 704 0166	TURF AND DIRT BALANCE	0.00	0.00	0.00	0.00	0.00
Fund Total: 05		256,620.10	18,923.19	56,206.18	0.00	293,903.09

		9/1/2025	Board Meeting Mileage Sheet							
DATE										
PURCHASED	YEAR	TRADE NAME	STYLE	NUMBER	BODY TYPE	CAPACITY	VEHICLE ID#	CYLINDERS	LICENSE #	MILEAGE
11/19/2007	2007	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31L27DA62220	8	53028	204573
1/4/2008	2007	CHEVY	VAN	TAN	ES UPLANDER	7	1GNDV23107D159355	6	51495	185146
6/26/2018	2013	FORD	PICKUP	RED	F150	5	1FTFW1EF1DKF26059	8	58436	148436
7/20/2009	2008	CHEVY	VAN	WHITE	UPLANDER LS	7	1GNDV23118D104608	6	55997	171892
7/22/2009	2008	CHEVY	VAN	RED	UPLANDER LS	7	1GNDV23128D130117	6	51678	197271
8/17/2009	2001	CHEVY	VAN	WHITE	EXPRESS	2	1GCHG35R111152386	6	51494	115352
9/23/2009	2009	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31LX9DA54328	6	53021	97604
11/16/2012	2011	DODGE VAN	VAN	SILVER	GRAND CARAVAN	5	2D4RN3DG9BR628362	6	56540	180655
12/17/2021	2016	CHEVY	SPED BUS	YELLOW	MICRO BIRD	13	1GB3G3BG5F1127886	8	60892	83417
4/25/2022	2014	DODGE VAN	VAN	NAVY	GRAND CARAVAN	6	2C4RDGBG4ER353286	6	60384	99395
6/2022	2019	DODGE VAN (SPED)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGBG6HR735999	6	60884	42249
5/2022	2013	CHEVY VAN	VAN	WHITE	EXPRESS	10	1GAWGPFA7D1176079	6	60382	39477
12/2022	2019	DODGE VAN (Activity)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGEG1KR739509	6	60890	91680
11/1/2023	2021	NISSAN VAN	VAN	SILVER	VAN	10	5BZAF0AA8MN850607	6	60902	73932
11/2023	2023	CHEVY	TRUCK	WHITE	2500 HD	3	1GC0YLE70PF209343	8	60898	22284
12/2023	2023	FORD	VAN	WHITE	TRANSIT	10	1FBAX2C89PKB95953	8	62998	9272
7/2024	2024	FORD	SUV	BLACK	EXPEDITION	6	1FMJK1J83REA51268	8	68001	9952
7/2024	2019	DODGE VAN	VAN	DARK GRAY	GRAND CARAVAN	6	2C4RDGEG2KR571430	6	56539	74645

[illegible]

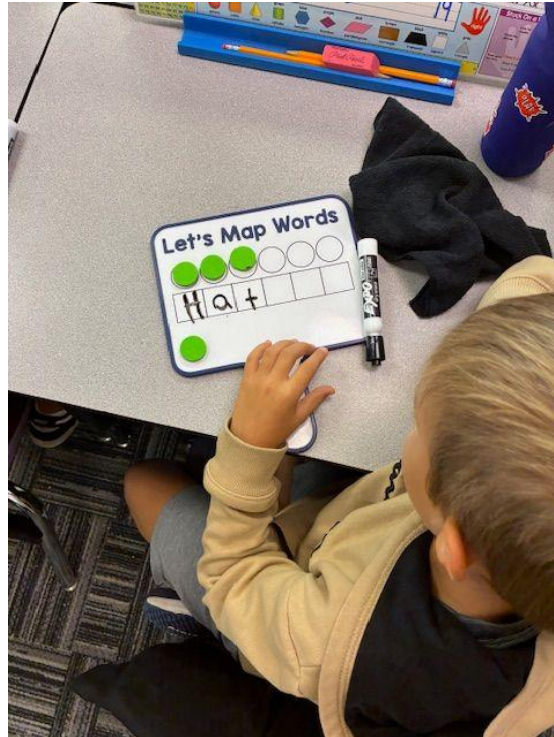
[1] these numbers here match column F in the 2022-2023 Data Enrollment sheet

NCPS Board of Education Report
Northside Elementary
September 4th, 2025

Instructional Strategies District and building level:

- Reading Improvement-Fastbridge Testing completed K-2.
- Students are grouped by decision making rules in order to target their skill deficit and provide intense intervention.
- Instructional Planning and Intervention Meeting intro-set the tone/helping create buy in. Ms. Sherwin and I led each team meeting.
- Good instruction is happening in isolation. The goal is that through teaming and learning the ins and outs of a high quality instructional resource we have great instruction happening across the board.





Attendance Initiative:

Goal: Reduce the number of chronic absences.

How? Relationships, relationships, relationships.

- Proposal: All staff greet students everyday. Classroom teachers will be at their doors, all other staff will be visible in hallways, duty spots, etc.
We are now doing this
- Attendance team Update: Tammy Lee, [Shari Russell](#), Ms. Wilcox. I added Mrs. Schlorholz because she touches every student in the building and she has a knack for building positive relationships with students.
- Teachers currently send an upbeat digital message that has nothing to do with being gone after a child misses 2 days of school. (Tier 1) We gave them a premade statement. **BUT THEN WHAT?**
- At our Apple Palooza I talked about what attendance means and what absent means. We ran a report for the class with the least total absences and those kids stood up, we gave them a cheer and they immediately got a 15 min recess with me. They do not grasp the concept that coming to school every day is important. This ignited some conversations among teachers.

Community:

- **Staff to Staff:** Team building every time we are together.
- Mrs. Schaefer and I did a collaborative building PD on 8/27/25.
- **Staff to Student:** Expectation Stations. Specialists taught all the stations and teachers guided their class from each common area so all students/staff heard the same common language. IMPACT student/teacher came over for the stations. Lunchtime solutions taught kids how to peel an orange and what to do with the trash. We are all a team/they are all our students.
- **Student to Student:** Apple Palooza~~Set Expectations for students. We have guests set up for the rest of the year.





September 8, 2025

Hayward Elementary Board Update

Tammy Schaefer

Attendance:

Our attendance team continues to meet weekly and monitor student attendance. We have created a spreadsheet to monitor teacher parent contact (2 absences), counselor parent contact (4 absences) and principal parent contact (8 absences).

Reading:

Instructional Planning and Intervention Team planning has started and each grade level team has met twice. Dialogue about small group Reading Block instructional materials and Response to Intervention materials has been the focus. Each grade level has completed the Jump Start Unit and will begin Unit 1 of Benchmark Advance the week of September 8, 2025.

Staff members are very appreciative of the instructional planning time that has been given to them.

Community:

A survey has been given to staff members asking for feedback on what partnerships they have established per classroom and for more ideas.

The Building Leadership Team met and sent a survey to school personnel seeking input on how to restructure and expand Purple Jam and bring in community members.

NCPS Board of Education Report

Middle School

September 8th, 2025

Instructional Strategies/Reading:

- Staff have been starting our Fall MAP assessments. Data taken from these will help lead instruction. Students that have been with the district through Hayward are able to give a longitudinal picture of their skill and growth in reading, math, and science. This also allows us to prepare for our state NSCAS assessment in the Spring as well.
- Ms. Adams and Ms. Flores have been recognizing Star readers over the last year. Students can turn in reading logs signed by an adult for every book they read during the year. Students are awarded house points and are recognized during announcements. So far this school year, 41 students have already turned in their logs for completing a book. This small program helps motivate students to read and rewards them for doing so.
- On Wednesday, August 27th, the NCMS staff met during their PD time to discuss On-Track students and early interventions to meet these students' needs. Our On-Track program is a data-driven approach that allows us to measure student progress throughout the school year to make sure students are getting the support they need.

Attendance:

- Our building attendance team has met 2 times so far this year to start implementing our tiered strategy on addressing chronic absenteeism at NCMS.
 - Tier I — Universal Practices
 - What we do:
 - Daily: 1st-Period recognition of students present and on time (ex. verbal shout-out or quick class token).
 - Daily random incentive: draw winners from students who were present & on time that day at lunch.
 - Weekly random incentive: draw from students present & on time all week (Pioneer Bucks used toward concessions or Pioneer Store).
 - Monthly random incentive: draw from students present & on time all month (highest-value item).

Community Engagement:

- NCMS will be hosting parent-teacher conferences on Wednesday, September 17th and Thursday, September, 18th. NCMS has made a goal to contact every family by the end of September to help build and extend those relationships.

NCPS Board of Education Report

High School

September 8th, 2025

Instructional Strategies/Reading:

District Mission: Inspiring a culture of excellence that engages all students in lifelong learning.

Nebraska City High School will make the District Mission come alive through:

NCHS Vision- Nebraska City High School aims to promote curiosity, integrity, and perseverance while supporting and empowering all Pioneers to achieve lifelong success through a growth mindset.

New teachers will make the NCHS Vision happen by focusing their efforts on their Daily Purpose:

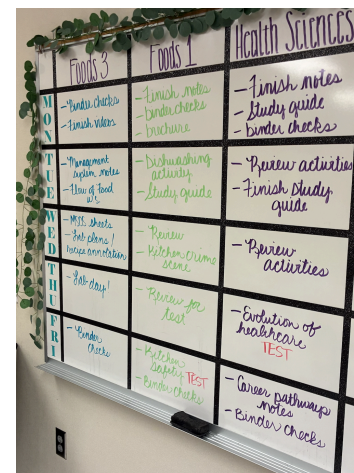
Mr. Rapp

Students will enter each day into a welcoming, safe, and fun learning environment to learn motor skills that will stay with them for lifelong health and wellbeing. Students will also gain social skills through different team activities that they will carry for lifelong success.

Mrs. Gordon

We will create a safe and welcoming environment for all students to learn, grow, make mistakes, and become the best versions of themselves. We will create a classroom environment in which students can learn how to be the best classmate, teammate, and mathematician that they can be. In this classroom students will be enabled to learn from their mistakes, improve, and become successful. We will work towards excellence in all aspects of our lives, and support each other to become lifelong learners. This will be possible by leading with kindness, understanding, honesty, and empathy.

Planning - We don't emphasize daily objectives on the board or essential questions. What we do emphasize is "planning" because it helps students stay organized, manage their time, and reach their goals more effectively. It reduces stress, builds responsibility, and shows them that success comes from preparation, not luck.





Seniors in Mrs. Blobaum's anatomy class were busy learning new anatomical terms for their body parts. Post-its are one of my favorite tools to use in the classroom - instant parking lots, word walls, flash cards, and summarizing group answers. -**Tammy Blobaum**

Attendance:

Practice Pep Rally - Cheerleaders did a great job of running the practice pep rally and Mrs. Pickerill ate a bug!



One - Act: Over 40 kids attend the One-Act informational meeting!



First Band Performance is Friday! - *Pictured is part of our Band.* Did you know that our Band has a week long summer band camp in July? These kids have put in a lot of work and effort and will continue to do so all year long! They are one of the few groups who are able to represent us from August through May. Tell a Band Member “thank you”!



Attendance Matters			
Every day counts! 1 or 2 days a week doesn't seem like much, but...			
If your child misses...	That equals approximately...	Which is...	After 13 years of schooling that's...
1 day every two weeks	17 days per year	Over 3 weeks per year	Nearly 1.25 years of learning
1 day per week	34 days per year	Nearly 7 weeks per year	Over 2.5 years of learning
2 days per week	72 days per year	Over 14 weeks per year	Over 5 years of learning
3 days per week	103 days per year	Nearly 21 weeks per year	Nearly 8 years of learning
Every minute counts! Just a little late doesn't seem like much, but...			
If your child misses...	That equals...	Which is...	After 13 years of schooling that's...
10 minutes per day	50 minutes per week	1 week per year	Nearly 1/2 a year
20 minutes per day	1 hour 40 minutes per week	2 weeks per year	Nearly 1 year
30 minutes per day	Half a day per week	Over 3 weeks per year	Nearly 1.25 years
1 hour per day	Nearly one full day per week	Nearly 7 weeks per year	Over 2.5 years

Community Engagement:

- Thank you to our Career & Technical Educators (CTE) for their work streamlining the Work-Based Learning program. With the addition of Mrs. Mandl over the past year, we have been able to add back into our curriculum Diversified Occupations as a class. This class course, students will focus on developing the skills necessary for competitive employment after graduation. Students will participate in both paid and unpaid work placements in the community, while developing employment skills, work attitudes and behaviors necessary to maintain paid job placements. Supportive services to the employer and employee are provided on the job or within the classroom setting. We have 11 students enrolled for this fall.
- CTE is also working on an advisory board with specific community members as part of the process.
- Student Council has created theme weeks for events and these have been shared with all buildings and all students!

Dress up weeks

Wahoo 8/29- Purple out 

DC West 9/5- Black out 

Gross Catholic 9/12- Red White and Blue 

Central City- Country 

Fall City 9/26 Away- White Out 

Syracuse 10/3-Spirit Day    

Wilber-Clatonia 10/10- PJ 

Fairbury 10/17- Pink out  

Auburn 10/24- Neon 

- Back to School Bash and Community Pep Rally is on August 22nd starting at 6:00pm.

- **Volunteering** - Each one of these Juniors and Seniors volunteered 8 hours of their day to ensure that the Class of 2029 had a great start to the year! *Giving back to our community is key!*



- **Volunteering** - Thank you Pioneer Football for continuing to represent Nebraska City so well! Some members of the team at Farm to Fork.

NCPS Board of Education Report

Middle School Activities

September 5th, 2025

Attendance:

- Our NCMS Cross Country team has grown to 6 student-athletes and competed at the Auburn invitational on Friday, August 29th and the DC West invitational held at Boys Town high school in Omaha on September 4th. Our team continues to try and improve their times at each meet!
- The NCMS Football team traveled to Beatrice on Tuesday, September 2nd. Our A-team fell in defeat to the Orange but our B-team won a tight contest for the first Pioneer victory of the season!
 - B-Team action from the game on 9/2/2025 also debuting their new NCMS football jerseys!



- The NCMS Volleyball team will be in action on Tuesday, September 9th as they host Trailblazer Conference opponent Malcolm in the first game of the school year. Good luck Pioneers!

- Our student council held elections last week and has added 12 new student council members to round out the 2025-2026 NCMS Student Council led by sponsor, Mrs. Tori Ward.
 - Pictured here is the first full student council meeting of the school year. They had a big agenda full of selecting themes and other ideas for games and other activities/events this school year.



- One example of an agenda item decided by our Stuco for an upcoming home game.



-

Community Engagement:

Our students have started a new experience offered through the After School Clubs at Nebraska City Middle School. The new Before School Weights program was started on Wednesday, August 20, 2025. We have had many students involved so far and we are excited to offer this to our kids everyday during the school. We had a total of 190 students in the month of August in 8 sessions! Our sponsors are Ms. Rhenn Rolenc, Mr. Travis Case and Mr. Dave Purdham.



Our NCMS students in Mrs. Shires' classroom has been a great help in the middle school concession stands. They stock our cooler for upcoming events and make

sure to count our supplies and create reports to keep track of our sales. A big thank you to all of the students who have continued to help out at the beginning of the school year!



NCPS Board of Education Report

High School Activities

September, 2025

Community Engagement, Attendance

- Volleyball -
 - The numbers are great for Pioneer Volleyball this year. Coach Brandie Scott-Hill has 35 girls out for the sport at this point with a ton of young talent. The Pioneers picked up their first win of the season at the Plattsmouth tournament on Saturday, August 2nd. Pioneer volleyball will play their home opener against Louisville on September 15th.
- Football -
 - Pioneer football has great numbers out as well passing the 51 player mark. The Pioneers are 0-1 on the season after losing their opener to Wahoo. The Pioneers will host DC West at home Friday September 5th. This game will feature a Pioneer Rev Up.
- E-Sports -
 - Nebraska City High School is excited to kick off this year's e-sports season with 22 students participating across four games: Super Smash Bros. Ultimate on the Nintendo Switch, Marvel Rivals, Chess, and Rocket League. Our players are eager to showcase their skills, teamwork, and competitive spirit as they prepare for the first competitions of the season on September 16th. The e-sports team is coached by Paul Dewey and Justin Aaberg.
- Unified Bowling -
 - Unified Bowling is starting to work on recruiting students to go out for bowling this coming season. So far without an official announcement going out 15 students have signed up. We are looking forward to another successful season of bowling with our athletes!
- Drama -
 - Drama just held our one-act auditions for the play Whispers. We are taking a step away from comedy this year. We are also looking forward to bringing some of the new lighting equipment and techniques that we've learned on the road to competition with us. We have had close to 50 students express interest in joining one-act this year. Many students want to be on stage, but we also have a large number of students who want to help out as stage crew and techies.
- Cross Country -
 - The Pioneer harriers have two meets under their belts at this point. Nebraska City Middle, and High School runners have competed at Auburn and at DC West (run at Boys Town). In Auburn the Pioneers competed very well. F JV girls- Aracely Adame Flores 3rd, Varsity girls- Jocelyn Crispin 15th, Varsity boys- Quinten Minahan 11th. Great start to the season!
- Softball -

- The Pioneer softball team is off to another great start after losing a ton of production and leadership from last year's team. The Pioneers are currently sitting at 6-4 on the season, and have a second place finish in the Omaha South tournament to show for it. The Pioneer's last game was a slugfest as the Pioneers had 5 total homeruns in a 14-6 victory over Syracuse.
- Golf -
 - The Pioneer girls' golf team has several meets under their belt, and continue to improve. The Girls golf team also lost several key members last from last season's squad, but are looking forward to continual improvement as the season progresses.
- Booster Club
 - The NC Pioneer Athletic Booster Club is gearing up for another exciting and impactful year in support of student-athletes. The Booster Club began the season with a successful *Coaches Kick-Off* event held on September 22. The gathering brought together High School and Middle School coaches to celebrate the upcoming seasons and strengthen support for Pioneer athletics. The Booster Club has also relaunched two of its popular fundraising efforts: the **"Sponsor a Yard Line"** campaign—featured at all five home Pioneer football games—and the sale of **Tailgating Spots**. These fundraisers are critical to the Booster Club's mission of enhancing athletic opportunities for students. Booster funds supplement what the school district budget may not cover, helping to ensure student-athletes have the equipment, facilities, and support they need to succeed. During the 2024-25 school year alone, the Booster Club donated **over \$34,000** to NCHS athletics. Of that, **\$20,000** went directly toward the **remodel of the Pioneer Power High School Weight Room**, a major upgrade that benefits athletes across all sports.

-

Please find below our cooperative sports timeline. We will have boys and girls soccer up for renewal for this Spring. We currently coop both boys and girls soccer with Johnson County Central and Lourdes Central Catholic. Deadline for renewing coop agreements for the Spring is January 1st.

Season	Sport	Coop Partners	Coop Agreement Expiration	Renewal Date
Spring	Boys Soccer	LCC, JCC	June 1, 2025	January 1, 2026
	Girls Soccer	LCC, JCC	June 1, 2025	January 1, 2026
	Girls Tennis	LCC, JB	June 1, 2026	January 1, 2027
	Boys Golf	LCC	June 1, 2026	January 1, 2027
Fall	Cross Country (B/G)	JB, LCC	November 1, 2025	July 1, 2026

	Boys Tennis	JB, LCC	November 1, 2025	July 1, 2026
	Softball	JB, LCC	November 1, 2025	July 1, 2026
	Girls Golf	JB, LCC	November 1, 2025	July 1, 2026
Winter	Boys Wrestling	LCC, JB	April 1, 2026	October 1, 2026
	Girls Wrestling	JB	April 1, 2026	October 1, 2026
Spring	Baseball	LCC, JB, JCC	June 1, 2026	January 1, 2027

2025 Labor Relations

October 1-2, 2025
Embassy Suites – Lincoln, NE

Wednesday, October 1

- 12:30 p.m. Registration Open
- 1:00 p.m. Preconference Workshop
The ABCs of Negotiations with *The Perry Law Firm*
- 7:00 p.m. Social - Starlite Lounge

Thursday, October 2

- 7:30 a.m. Registration and Continental Breakfast
Exhibits Open
- 8:30 a.m. Welcome and Opening Keynote
Leading with Excellence Through Challenging and Changing Times with *Dr. Charlie Cartwright*
- 9:30 a.m. Exhibit Break
- 9:45 a.m. Concurrent Session I
- 10:45 a.m. Exhibit Break
- 11:00 a.m. Concurrent Session II
- 12:00 p.m. Lunch
- 1:00 p.m. Concurrent Session III
- 2:00 p.m. Exhibit Break
- 2:15 p.m. Concurrent Session IV
- 3:15 p.m. Adjourn

Wednesday, October 12 - Preconference Workshop:

The ABCs of Negotiations with *Perry Law Firm*

The single biggest part of a school district's budget is personnel costs. Salaries and benefits alone usually represent around 90% of a district's total expenses. Therefore, it is essential that a district understand the negotiation process and legal requirements in order to ensure that these expenses are a reasonable and good use of taxpayer dollars. In this session, we will walk through the negotiation process and offer practical suggestions, including specific items to consider heading into the 2026-2027 negotiations season.

Social - Starlite Lounge

Thursday, October 2 – Keynote:

Leading with Excellence Through Challenging and Changing Times

with Dr. Charlie Cartwright

Today's educators face a perfect storm of challenges, tight budgets, evolving technologies, shifting student behaviors, increased mental health concerns, changing legislation and rising burnout. In the midst of these pressures, one constant remains: leadership matters. How you lead, especially in uncertain times, sets the tone for your entire organization. It shapes the culture, influences morale and ultimately determines outcomes. Excellence in leadership is not a luxury; it's a necessity. This powerful presentation will provide you with actionable strategies, mindset shifts and practical tools to lead with clarity, resilience and purpose. You'll learn how to foster a culture of excellence that supports both staff and students, even in the most demanding conditions. Education has always been and will always be the foundation of our nation's future. Let's rise to the occasion and lead with excellence.

Concurrent Session Topics Include:

- Wages and Payment Collection
- Negotiations and Arrays
- Communication in Labor Relations
- School Retirement Plan
- EHA Health Care Member Support
- HR Hot Topics
- Legal Updates
- Workers Comp
- FLSA
- Federal Labor Case Law
- Superintendent Role in Board Relations
- And More!

5004

Option Enrollment

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for ensuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

1. Definitions

- a. Option Student Defined.** Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.
- d. Elementary School Defined.** Elementary school means grades K-5.
- e. Middle School Defined.** Middle School means grades 6-8.
- f. High School Defined.** High School means grades 9-12.

2. Persons Entitled to Apply for Option Enrollment of Students.

Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

3. Duties, Entitlements and Rights of Option Students.

Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

4. Standards for Acceptance or Rejection of Option Students.

a. **Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been diagnosed with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

b. **Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for additional information.

Building/Program	Capped Capacity
Preschool	Grant does not allow options
Kindergarten	120
First	120
Second	120
Building: Northside Elementary	360
Third	120
Fourth	120
Fifth	120
Building: Hayward Elementary	360

Sixth	120
Seventh	120
Eighth	120
Building: NC Middle School	360
Ninth	120
Tenth	120
Eleventh	120
Twelfth	120
Building: NC High School	480

c. Programmatic Capacity. In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for additional information.

d. Other Standards for Acceptance or Rejection of Option Enrollment Applications. In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

- i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- ii. Would require the procurement of new equipment, technology, or furnishings;
- iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

- e. Prohibited Standards.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.
- f. Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:
- vi. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;
 - ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.
- g. Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.
- 5. False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.
- 6. Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.
- 7. Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.
- 8. Procedure for Students Optioning Into or Out of the School District.**

- a.** The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.
- b.** On or before April 1st, the school district shall notify the parent or legal guardian of any student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

9. Late Applications and Requests for Release

- a.** The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:
 - i. When the district has already entered into contracts with teaching staff for the following school year;
 - ii. When the district has already contracted for the performance of specific services for the student;
 - iii. When the release of the student would have a negative financial impact or loss of revenue for the district.
- b.** The board of education will approve late applications to option into the district under the following conditions:
 - i. When the resident district has released the student; or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;
 - ii.

- iii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;
- c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15th no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

10. Students Who Do Not Need a Release from the Resident District

- a. A student does not need to be released from his/her resident district or the option school district the student is attending at the time of application under the following circumstances:
 - i. When the student has relocated to a different resident school district after February 1
 - ii. When a student's option school district merges with another district effective after February 1
- b. The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

11. Cancellation of Option.

Students who option either into or out of the school district shall:

- a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.
- b. Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school

districts cancels the enrollment option and returns to the resident school district.

12. Authority of Superintendent.

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

Adopted on: December 21, 2016

Revised on: February 14, 2022; July 10, 2023; October 9, 2023; July 8, 2024

Reviewed on: January 16, 2023; September 9, 2024

4061

Workplace or Non-Workplace Injuries or Illness and Return to Work

Reporting Workplace Injuries. Staff members who are injured while performing duties or who witness workplace injuries must report them to the superintendent or superintendent's designee as soon as possible after being injured or witnessing an injury. Staff members must prepare written statements regarding the injuries they sustained or witnessed when they are asked to do so by the school district. Failure to report a workplace injury as a witness will constitute insubordination and neglect of duty and may result in adverse employment action up to and including termination or cancellation of employment. Failure to report workplace injuries may also result in delayed or forfeited benefits to which an employee may otherwise be entitled.

Returning to Work after Workplace Injuries or Non-Workplace Injuries or Illness. Staff members whose injuries or illness prevent them from completing any or all of their duties, whether or not incurred at work, may be permitted to continue working or may be offered modified duty positions as required by law or as determined appropriate by the superintendent. This policy does not guarantee a limited or modified assignment during the recovery period unless it is otherwise required by law. The employee may be required to provide a return to work certification or report from their treating physician which delineates any restrictions, modifications, or accommodations needed to allow the employee to perform the essential functions of their position.

Termination After Workplace Injuries or Illness. Unless otherwise covered in an individual employment contract, employees may be terminated after suffering a workplace injury or illness when the district has a legitimate, nondiscriminatory reason for doing so. Such reasons include but are not limited to:

- Necessity to fill the position to maintain continuous services as required by law or district policy or standards;
- Performance deficiencies of the employee unrelated to the injury or illness;
- Unavailability of substitute or replacement employees;
- When the absence will negatively impact students' educational experience or opportunities; or
- Any other reason not otherwise prohibited by law.

The district may make such employment determinations regardless of whether the employee has returned to work and regardless of whether a

medical professional has certified that the employee has reached maximum medical improvement. In the event the injury or illness lasts beyond the amount of leave time provided by the district and by the Family Medical Leave Act, which is generally no greater than 12 weeks, the employee may be terminated even if the employee remains eligible for Workers' Compensation under state law or short or long-term disability under a policy available through the district. In no event will an employee be terminated as retaliation for filing a Workers' Compensation claim.

Termination After Non-Workplace Injuries. Unless otherwise covered in an individual employment contract or prohibited by law, employees who are unable to perform any of the essential functions of their positions with reasonable accommodation(s) due to injury or illness occurring outside of the workplace may be terminated. The employee's position or a similar position will be held open only as required by law, such as the Family Medical Leave Act.

Adopted on: July 10, 2017

Revised on:

Reviewed on: October 10, 2022

4060

School Vehicle Use

Pupil Transportation Vehicles. The transportation of students in a pupil transportation vehicle is governed by the rules of the Nebraska Department of Education and the district's safe pupil transportation plan or safety and security plan. See Title 92, Nebraska Administrative Code, Chapter 91 – Regulations Governing Driver Qualifications and Operational Procedures for Pupil Transportation Vehicles ("Rule 91") Title 92, Nebraska Administrative Code, Chapter 92 – Regulations Governing the Minimum Equipment Standards and Safety Inspection Criteria for Pupil Transportation Vehicles ("Rule 92"), available on NDE's website (www.education.ne.gov). A pupil transportation vehicle is any vehicle utilized to carry school children as sponsored and approved by the school board and that conforms to the Nebraska Department of Education definitions of pupil transportation vehicles listed as School Bus, Activity Bus, Small Vehicle, or Coach Bus.

School Vehicles Other Than Those Transporting Students. School district employees, board members, and other elected or appointed school district officials (collectively "school personnel") who are not transporting children are authorized to use a school district vehicle to travel to a designated location or to their home when the primary purpose of the travel serves a school district purpose. School district vehicles may not be used for personal purposes unless the vehicle, or the use of it, is provided to an employee as a condition of an employment contract or it is leased to school personnel as allowed by law. School personnel must operate school vehicles in accordance with all applicable federal, state, and local laws.

Driver Qualifications. School personnel who wish to use a vehicle owned or leased by the school district and who are not transporting students must:

- Possess and provide a copy of a valid Motor Vehicle operator's license.
- Be able to read and comprehend driving regulations and written test questions.
- Obtain and provide a copy of his or her current driving record from the department of motor vehicles at least one time per school year to the superintendent or his or her designee.
- Be at least 19 years of age.

School personnel must notify the superintendent or his or her designee about any change in their driving status or eligibility.

School personnel who have been convicted of any of the following or who meet any of the following conditions will not be allowed to drive a school district vehicle:

- If the citation or conviction occurred at any time—Motor vehicle homicide or driving under the influence – 3rd or subsequent offense;
- If the citation or conviction occurred within the last 5 years - Driving under the influence of drugs or alcohol, failure to render aid in accident you are involved in, speeding 15 miles per hour or more above the posted speed limit, reckless driving (willful or otherwise), careless driving, leaving the scene of an accident, failure to yield to a pedestrian with bodily injury to the pedestrian, or negligent driving; or
- Have accumulated 6 points or more under an operator's license point system within the last 5 years.

The superintendent or his or her designee has the discretion to prohibit school personnel from driving a school vehicle for a citation or arrest for the above offenses or any other offense or reason. The superintendent or his or her designee will make the final determination about the use of school district vehicles.

Electronic Communication While Driving. Unless the superintendent or a principal grants an exception to allow verbal communication on an as needed basis for specific district-related work based upon an employee's duties and responsibilities, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle. This prohibition includes but is not limited to answering or making telephone calls, engaging in telephone conversations, and reading or responding to e-mails, instant messages, text messages or other visual media.

Tobacco, Alcohol, and Controlled Substances. The use of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted in a school vehicle at any time. The use or possession of any alcohol or controlled substance (unless legally prescribed to school personnel by a physician) is not permitted in a school vehicle at any time. All drivers shall follow and be subject to Drug Free Workplace Policy and Drug Policy Regarding Drivers Policy.

Traffic Accidents, Infractions, Violations, or Citations. School personnel who receive a citation or warning citation from a law enforcement officer or are involved in an accident while operating a school vehicle must report the citation to the superintendent or his or her designee as soon as practicable, but no later than 24 hours of receipt. The superintendent must

report his or her accidents, infractions, violations, or citations to the board president.

Adopted on: December 12, 2016

Revised on: July 10, 2017

Reviewed on: October 10, 2022

4053

Conflict of Interest

Any school district employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:

- a. Business with which an employee is associated shall include the following:
 - (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
 - (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.
- b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
- c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes

2. Contracts with the School District.

- a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is

awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

- b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

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

- b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
- 4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
 - a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
 - (1) a public official, public employee, or candidate.
 - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
 - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
 - b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.
 - c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.
 - d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.
- 5. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
 - b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
 - c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.
 - d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
 - e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.
6. Additional Procedures Applicable to Employees With An Annual Salary and Benefits of More than \$150,000 Per Year
- a. Staff whose annual salary and benefits exceed one hundred fifty thousand dollars should assess whether they have a conflict of interest before taking any action or making any decision.
 - b. Employees have a conflict of interest pursuant to this subdivision of the policy when their actions or decisions may cause financial benefit or detriment to themselves, a business with which they are associated or a member of their immediate family.

i. When assessing whether a conflict of interest exists, qualifying staff members should assess whether the benefit or detriment identified is distinguishable from the effects of such action on the public generally or a broad segment of the public.

ii. If qualifying employees are unsure as to whether a conflict of interest exists, they may apply to the Nebraska Political Accountability and Disclosure Commission for an opinion as to whether they have a conflict of interest.

c. Qualifying employees who determine that a conflict of interest does exist under this policy shall:

i. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;

ii. Deliver a copy of the statement to the secretary of the board of education, who shall enter the statement onto the public records of the school district; and

iii. Abstain from participating in the matter in which the employee has a conflict of interest.

d. This subsection does not prevent a qualifying employee from making or participating in the making of a decision to the extent that the employee's participation is legally required for the action or decision to be made.

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

Adopted on: December 12, 2016

Revised on: July 10, 2017; June 10, 2024

Reviewed on: October 10, 2022

3020

Copyright Compliance

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

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

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

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

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

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

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

Adopted on: November 14, 2016

Revised on: July 11, 2018

Reviewed on: November 14, 2022

3014.R1 RENTAL CHARGES

Facility Usage Fees are payable in advance and established as follows:

Fees are per area, per day, per building and do not include staffing:

HS Track and Athletic Turf Field	\$1,400.00 (8 hour limit)
Auditorium	\$400.00
Gym	\$400.00
Commons	\$300.00
Concessions	\$300.00
Parking Lot	\$300.00
Servery (not kitchen)	\$300.00
Athletic Field	\$300.00
Classroom	\$100.00

Fees may be waived or reduced for local civic, city and non-profit organizations at the discretion of the Superintendent. A memorandum of understanding is the preferred rental agreement for a non-public school's facility usage.

Local Civic/City/Non-Profit Organization means a local organization in Nebraska City that provides services to the community. A club, group, league, society or association of persons not organized for profit but operated exclusively for educational or charitable purposes including the promotion of community welfare, and the net earnings of which are devoted exclusively to charitable, educational, recreational, or social welfare purposes.

Staffing: The cost of event staff required for the usage of facilities will be billed at an hourly rate of \$35 per person and will be paid to the School District of Nebraska City through the office of the Superintendent. Staffing needs are determined by the School District and these fees will not be waived. Availability of event staff will be a consideration for approval of facility usage agreements.

The lessee is responsible for signing a current Agreement for Use of School Facilities and providing a certificate of insurance in the areas of General Liability and/or Worker's Compensation to the office of the Superintendent.

Adopted on: November 10, 2008

Revised on: August 14, 2017; August 12, 2024

Reviewed on: November 14, 2022

3014

Use of School Property

In order to better utilize the investment of the School District, the Board of Education believes it to be in the best interest of the School District to make certain property available for usage by non-school community organizations, groups, or individuals, provided that:

1. Such usage shall not interfere with the normal and usual activities of the school and shall not coincide with the school day (7am-4pm) when students and/or staff are present.
2. Usage shall align with the school district's safety and security policies and procedures.
3. No smoking will be permitted in any part of the building during its use by an outside group or organization.
4. No activity or entertainment may be presented in school facilities of a lewd or morally questionable nature or which advocates or favors any unlawful violence or rebellion against the government of the United States.
5. Such usage is not judged harmful to any facilities or equipment.
6. That the school district be reimbursed for costs, as stipulated by the Agreement for Use of School Facilities including depreciation caused by such usage.
7. Organizations, groups, or individuals renting school facilities for any purpose must carry a hold-harmless clause for the School District during the period that the facility is being used. Minimum liability limits are \$1,000,000 per Individual and \$2,000,000 Aggregate.

Securing School District Property by Non-School Organizations, Groups or Individuals

Initial contacts to make arrangements for securing any school property for usage by any non-school community organization group or individual must be made with the Building Principal. The Building Principal will determine whether or not the request requires the completion of a "Agreement for use of School Facilities". If the request requires completion of the form, the group or individual will be referred to the Office of the Superintendent of Schools where the forms can be obtained.

Permission to rent or reserve any school property will be granted only after a Certificate of Insurance has been furnished to the School District and a written

agreement has been signed by the authorized people representing the various community organizations, groups, or individuals and the Superintendent of Schools.

Securing School District Facilities for School Related Organizations

Arrangements for usage by school sponsored or school related organizations of the Nebraska City Public Schools will be made through the Building Principal. This would include school related organizations whose purpose is to support some programs of the public schools and whose required usage of facilities is to support that purpose, such as the PTA or Fine Arts Boosters.

The same governing regulations shall apply to these organizations as applies to non-school organizations, groups, or individuals, except, that no rental fee shall be charged and that the public liability and property damage insurance will not be required.

Designated Personnel Present During Usage

A responsible person, designated by the Superintendent or the Building Principal, must be in the building at all times a building is being rented or used, or must accompany any equipment of any mechanical nature during usage of any organization, group, or individual.

Responsibility for Damage or Loss

Any organization, group, or individual renting or using school facilities or equipment, shall assume responsibility for maintaining order, protecting property, and assuring safety of persons participating or attending. Such organization, group, or individual must pay for any unnecessary wear and tear destruction, damage or loss of such facilities and equipment caused by such usage.

Such organization, group, or individual shall also be liable for any action brought by any person as a result of such use of a district facility.

Movement of Equipment and Materials

In order to safeguard the gymnasium floor, equipment materials may not be moved on or off of these floors without permission of the Building Principal, except when this movement is part of the rental agreement for non-school community organizations, groups, or individuals.

Inclement Weather

In the event of inclement weather, all facility usage events or activities may be canceled or postponed at the discretion of the Superintendent. Facilities will not be made available if school is closed due to weather or emergency circumstances.

Use of School Playground Facilities

The Board of Education believes that the school playground facilities should be used for the year-round development and recreation of the boys and girls and adults of the school district. However, the school district will not assume any responsibility for unsupervised usage of these sites outside of school activities.

The Board of Education is desirous of cooperating with the City Park Board and other community organizations in order to provide organized recreational programs for the patrons of the School District.

Adopted on: June 9, 2008

Revised on: August 14, 2017; August 12, 2024

Reviewed on: November 14, 2022

3004
General Purchasing and Procurement

I. Applicability of this policy.

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

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

II. General Purchasing Policy

A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.

B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.

C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.

D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

III. **Building-Specific Purchasing**

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

IV. **Purchasing Procedures**

- A. School personnel must secure the approval of an authorized administrator before making any purchases.
- B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than 10-day prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.
- C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.

- D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.
- E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.
- F. For purchases of more than \$3,500, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

V. Relations with Vendors

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

Adopted on: November 14, 2016

Revised on: July 10, 2017; August 13, 2018

Reviewed on: November 14, 2022

Albireo Energy Service & Support Agreement

Nebraska City Public Schools
1700 14th Ave.
Nebraska City, NE

**Presented by
Chad Blacketer**

(402) 681-2590
cblacketer@albireoenergy.com
September 01, 2025





September 1, 2025

Mark Fritch

Nebraska City Public Schools
1700 14th Ave.
Nebraska City, NE 68410

RE: Service & Support Agreement

Dear Mark Fritch,

Thank you for the opportunity to present our Service and Support Agreement (SSA) for the Albireo Energy Building Automation System (BAS) installed at the Nebraska City Public Schools. Our services will preserve the operational integrity of the system and assure the prompt repair of any detected malfunction of the BAS's hardware or software components.

Albireo Energy's Intelligent Services offerings provide an additional level of support and greater value for optimizing your building's performance. With our Critical Alarm Messenger (CALM) notification and escalation service you'll know when there is an issue with your most critical systems, while our trending and analytics will help identify and address patterns with your most frequent alarms.

Attached is our SSA, which details all the services included in this agreement. We are confident in our ability to ensure the reliable operation of this system and look forward to continuing to support you and your team. If you have any questions, or require any additional information, please feel free to contact me.

The entire Albireo Energy Service Team thanks you for the opportunity to serve you.

Sincerely,

Chad Blacketer

Account Manager

cblacketer@albireoenergy.com | (402)-681-2590

AlbireoEnergy.com





This proposal is being offered to Nebraska City Public Schools by Albireo Energy. This document is intended to be confidential between Nebraska City Public Schools and Albireo Energy. All information contained herein is intended only for the use of Albireo Energy and Nebraska City Public Schools personnel.

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Services To Be Provided

Operator Coaching & Support

Operator Coaching

☐ Included ☒ Not Included

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater utilization of your Building Automation System (BAS). During each normally scheduled agreement visit Albireo Energy (AE) will provide [Insert Hours Here] hours of coaching to your facility staff. Our system experts will assist your operators in identifying, verifying and resolving problems found in executing tasks with your BAS. During the coaching sessions, we can address logbook issues, assist your operators in becoming more self-sufficient, and tailor control system applications to the needs of your facility and to your operators' specific job responsibilities.

Operator Training

☐ Included ☒ Not Included

Operator Training ensures that your staff maintains and expands their knowledge of how to operate your BAS. As part of your Service and Support Agreement we will provide the training services detailed in the Appendix.

System Performance Services

Network Analysis & Optimization

☐ Included ☒ Not Included

AE ensures reliable and optimized communication throughout your BAS's communication network. You will have higher data network up-time; and when infrequent problems do occur, you will benefit from faster problem resolution. Using our network analysis and diagnostic tools we will analyze all aspects of the BAS communication network and address and/or notify you (in the event of problems outside our control) of any problems which negatively impact network performance. Following each [Insert Frequency Here] evaluation, we will meet with you to review a written pre/post-performance report which will document our findings and any actions we took.

Systematic Preventative Maintenance

☐ Included ☒ Not Included

Automation controls can drift out of calibration with changes in mechanical component performance characteristics, building use, and climatic conditions. We provide Preventive Maintenance (PM) in accordance with a program of standard maintenance routines as determined by our experience, equipment application and location. Through this service we improve comfort, extend equipment life, reduce energy waste and the risk of costly and disruptive breakdowns.

Control Loop Analysis & Optimization

☐ Included ☒ Not Included

Control loops, by their nature, drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. Through this service we ensure the control loops, throughout your BAS, experience minimized hunting and overshooting. Benefits include lower energy consumption through more efficient equipment usage, and a more comfortable environment.



Software and Firmware Updates

☒ **Included** ☐ **Not Included**

Through this service, you will have access to updated software and firmware. Benefits include improved building operation, while extending the life of your BAS investment. Annual software and documentation updates to your existing system will be provided, as well as onsite instruction so that you become familiar with the new features and their associated benefits. This service includes all “dot” releases such as version x.5 to x.6, not major version releases such as version 5.0 to 6.0, or any hardware changes which are required to support the new software or firmware.

Application Consulting & Implementation

☐ **Included** ☒ **Not Included**

To ensure your BAS meets your changing needs, we will conduct on-site reviews of applications being used to operate your facility. Our review will include an analysis of the BAS as well as all applicable facility control strategies and technologies. We will combine these reviews with a written report of our findings and recommendations to be presented during an in-person debriefing. This may include recommendations on implementing or re-enabling energy management or new control strategies, including returning manual to automatic mode as appropriate, and making recommendations to add/modify applications, sensors, points, panels and/or software where needed to improve building operation and performance.

Protection & Recovery Services

System Backup & Restoration

☒ **Included** ☐ **Not Included**

On a twice annually basis AE will back up the BAS system including database, programs, graphics, and workstations/servers. One copy of the backup will be stored on-site, and a second copy will be stored at AE's local office. In the event of a system failure, we will restore the BAS System using the most current backup available. Restoration services are dependent on the conditions of the associated hardware and network. Additional billable services may be required to address any failed hardware, computer or networking components.

Emergency Support – Remote

☒ **Included** ☐ **Not Included**

Remote support allows our service department or on call technician to access your system to perform remote troubleshooting and problem resolution. Often our service team can resolve issues without the need to wait for an on-site visit. Response time will be within (2) hour of the service request. If the on-call technician cannot identify or solve the problem remotely, we will schedule an on-site service visit. To facilitate Remote Support, the Customer will provide AE access to a Customer maintained external data connection to the network on which the BAS resides. The actual time spent providing Remote support will be charged in accordance with the Billable Rates shown below.

Emergency Support - On-site

☐ **Included** ☒ **Not Included**

On-site support will be provided as required for service calls after standard business hours including weekends and holidays. Response time is guaranteed to be within [Insert Time Here] hours. Non-emergency calls, as determined by your staff and AE, will be scheduled at a mutually agreed upon time. The actual time spent providing On-site support will be charged in accordance with the Billable Rates shown below.



Material Repair or Replacement

☐ Included ☒ Not Included

AE will provide the labor and material required to restore normal operation for all components listed in the Appendix. This includes troubleshooting and diagnosing the source of operational problems, as well as the repair or replacement (if required) of failed components. Affected equipment is guaranteed to be restored to normal service within two (2) business days. Unless indicated below, labor is included on a straight time basis. For components not listed in the Appendix as covered for this service, labor for repair and/or replacement will be billed in accordance with our current agreement. This coverage does not apply to equipment, which is damaged due to misuse, vandalism, or acts of God. This coverage does not apply to HVAC or other controlled systems.

** Note: Emergency Calls made by the Customer that do not require repairs on control equipment or programs, i.e., failed fan motor or power failure are considered billable visits. Labor is not included for Acts of God, fire, vandalism, terrorism, war or other Customer events covered by Customer's insurance.

Intelligent Services

Critical Alarm Messenger (CALM)

☐ Included ☒ Not Included



Critical Alarm Messenger (CALM) is an IoT-enabled, 24x7 notification and escalation service that will tell you when there's an issue with your most critical building systems. It's an essential part of a single building and campus-wide continuity plan.

Through this service the CALM high availability cloud alarm server and email server, changes to alarm distribution lists, escalation procedures, and time delays between email notifications will be managed. The CALM web site will provide Customer access to alarm history and notification tracking on an individual and portfolio of buildings. Alarms will be sent via email, text, and/or phone requiring acknowledgement by facility staff, or the alarm will be escalated to the next individual on the notification tree. Our reporting platform provides a history of alarms and notification tracking, with analytics that our team will use to address patterns with your most frequent alarms.

The CALM service provides continuous monitoring of building communications with notification to the AE service team of a loss of service. We will provide cellular or broadband service to your system when not provided through the Remote Support Service. The creation, programming or setting up the initial Remote Alarm Notification application is separate from these services. The critical points to be monitored are those listed in this agreement. If included, see Exhibit B for specific terms and conditions related to this service.

Fault Detection and Diagnostics (FDD)

☐ Included ☒ Not Included

On a [insert frequency here] basis, Albireo Energy's team of energy and software engineers will review the operation of your cloud-based FDD system and the data it has collected. As a result of this review, we will make changes to the operation of your FDD system to ensure that it continues to optimize the performance of your facility. Any planned changes will be reviewed with your team prior to implementation. We will also provide you with a report detailing any additional energy conservation or performance improvement opportunities which were identified by the FDD system. For each item listed in the report we will provide an estimate of the cost to



implement as well as the financial and operational improvements which would result. If included, see Exhibit C for specific terms and conditions related to this service.

Private Cloud Services

☐ Included ☒ Not Included

Albireo Energy's Private Cloud hosts applications and data from your building management systems on a cybersecure cloud-based server. Albireo Energy will install the necessary hardware required to connect the building data to the cloud systems in order to host the application in a cybersecure, private environment. You will have full control over your data without the capital expense and maintenance of on-site servers.

This service includes quarterly patching of operating systems, annual penetration testing, disaster recovery, vulnerability scanning and continuous monitoring ensuring your uptime. If included, see Exhibit D for specific terms and conditions related to this service.

Energy Services

Annual Energy Star Benchmark

☐ Included ☒ Not Included

AE will analyze the most recent 12 months of utility bills (electric, natural gas, oil, steam, etc.), provided by the Customer, and create an Energy Star Portfolio Manager account for the Customer. Our energy engineering team will present results of the benchmark and provide training on the use of account.

Preliminary Schedule

Below is a preliminary schedule of Albireo Energy's onsite visits with this SSA.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Software update			X				X				X	
Database Backup			X								X	



Agreement Details

Service Team Contact Information

Albireo Energy has assembled a specialized team to provide you with industry-leading building services. Our service team will work with you to help you derive the highest value from your BAS investment, and to assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort and productivity, safety, and system uptime.

Our Service Team can be reached at:

All Service Requests 24x7x365	Non-Critical Service Requests
Phone: (402) 571-9454	Email: ServiceOmaha@AlbireoEnergy.com
Note: Although you may develop strong relationships with our staff, including cell phones and email addresses, <i>please always use the Service Request phone number or email</i> to allow our automated response and tracking system to deliver the best possible service.	

Albireo Energy Billable Rates

Labor Type	Current Rate (\$)	Discount (%)	Extended Rate (\$)
Standard Rate	\$170	10%	\$153
Overtime Rate	\$255	10%	\$229
Holiday Rate	\$340	10%	\$306

Minimum Charges:

- There will be a minimum 4-hour charge at T&M rates above for non-scheduled on-site service work.
- There will be a minimum 2-hour charge at T&M rates above for non-scheduled phone support.

Expense Charges & Mileage:

- Mileage Calculation is based on roundtrip from AE's Omaha office to Customer site and will be charged at \$0.75 per mile for any customer sites that extend beyond (60) miles from the AE office.
- Per Diem Charge for work outside AE service area requiring local lodging and meals will be agreed upon with Customer before dispatching. Travel to locations other than by automobile at rates above will be actual charges (+) 10% overhead.

Travel Time:

- Travel to / from jobsite in excess of (1) hour will be billed at the rates shown above.



Assumptions & Clarifications

This proposal is based on the following assumptions and clarifications:

- Customer will provide and maintain a means by which Albireo Energy staff will be able to remotely access and operate the BAS.
- There is no requirement for formalized training (one-time or ongoing) required before Albireo's staff will be allowed to work on site.
- There are no SOPs or other site-specific requirements which will impact the time it takes to perform the tasks described herein.
- All Systematic Preventive Maintenance will be performed on operating systems without disrupting normal system performance.
- Customer acknowledges that Albireo's employees are essential to its business of providing skilled services and are familiar with Albireo's operating and proprietary procedures. Therefore, Customer agrees to not, without Albireo's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by Customer, of any person who is or has been an Albireo employee within the earlier of one (1) year after such employee terminates employment with Albireo or within one (1) year after termination of this Agreement. Customer also acknowledges that its breach of the obligations set forth in this section would irreparably harm Albireo's business and leave Albireo without an adequate remedy at law, and that Albireo would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.
- Except for Emergency Support, all work will be performed during normal, non-holiday working hours; Monday through Friday, 7:00 AM – 4:00 PM.



Contract Acceptance & Signature Page

Service Agreement #	
Service Location(s)	
Billing Email Address	1700 14 th Ave. Nebraska City, NE 68410

Price Summary:

1-Year Agreement	Term - Start Date	Term - End Date	Annual Amount
Year 1	9/1/2025	8/31/2026	\$11,626

3-Year Agreement	Term - Start Date	Term - End Date	Annual Amount
Year 1	9/1/2025	8/31/2026	\$11,408
Year 2	9/1/2026	8/31/2027	\$11,979
Year 3	9/1/2027	8/31/2028	\$12,578

5-Year Agreement	Term - Start Date	Term - End Date	Annual Amount
Year 1	9/1/2025	8/31/2026	\$10,865
Year 2	9/1/2026	8/31/2027	\$11,408
Year 3	9/1/2027	8/31/2028	\$11,979
Year 4	9/1/2028	8/31/2029	\$12,578
Year 5	9/1/2029	8/31/2030	\$13,206

Approved Term: ☐ 1-Year Agreement ☐ 3-Year Agreement ☐ 5-Year Agreement
Billing Cycle: ☐ Annual ☐ Semi-Annual ☐ Quarterly

This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by Albireo Energy. A valid tax-exempt certificate must be submitted to Albireo Energy if taxes are not to be applied.

Invoices will be sent to the Customer in the period prior to scheduled service. Payment is due prior to services rendered.

This proposal is hereby accepted, and Albireo Energy is authorized to proceed based on the Scope of described within this proposal along with the Terms and Conditions at the end of this document. Any comments or changes will be effective only upon specific written acceptance by Albireo Energy.



Chad Blacketer
Account Manager

cblacketer@albireoenergy.com
m. (402)-681-2590 | o. (402) 571-9454

www.AlbireoEnergy.com

Proposal Accepted By

Company

Signature

Printed Name

Date

PO #

This proposal is valid for 30 days and supersedes any prior proposals for this scope of work.

Appendix

List of Covered Systems & Equipment (See Section: System Performance Services – Paragraph 2)

Controlled Systems	Qty.	Systematic PM Frequency	Total Control Loop Qty.
Mechanical Plant:			
Chilled Water System(s)	0	Annual	
Hot Water System(s)	0	Annual	
Cooling Tower/Fluid Cooler(s)	0	Annual	
VFD(s)	0	Annual	
AHU/RTU/ERV:			
AHU(s)	0	Annual	
RTU(s)	0	Annual	
ERV(s)	0	Annual	
Terminal Units:			
HP(s)	0	Annual	
VAV(s)	0	Annual	
FCU(s)	0	Annual	
HVAC Zone(s)	0	Annual	
VRF(s)	0	Annual	
Misc HVAC Equip:			
EF(s)	0	Annual	
UH(s)/CUH(s)	0	Annual	
Gas Sensor(s) – CO, CO2, NO2	0	Annual	
Global Controllers:			
Supervisor(s) – SMA & Backups Included	0	Annual	



JACE Global Controller(s) – SMA & Backups Included	0	Annual	
ACM Global Controller(s) - Patches & Backups Included	0	Annual	

List of Covered Systems & Equipment (See Section: System Performance Services – Paragraph 4)

BAS Components	Qty.	Model #	Description	Firmware Ver

Included Operator Training (See Section: Operator Coaching & Support – Paragraph 2)

Training Description	Students	Location	Date(s)

CALM Points Coverage (See Section: Intelligent Services– Paragraph 4)

Device Name	Point Name	Alarm Description	Return to Normal Description



Terms & Conditions

By accepting this proposal the Customer agrees to the following Terms and Conditions
Albireo Energy, LLC. hereafter referred to as AE

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period and is non-cancelable. Either party may terminate this Agreement at the end of the initial term by giving the other party no less than sixty (60) days written notice, via certified mail or email, prior to the expiration date of the then current term of the Agreement. This Agreement may be terminated by AE upon sixty (60) days prior written notice to Customer. This Agreement will automatically renew if notice of termination is not provided. This Agreement is subject to a price adjustment on an annual basis in accordance with the effective date of the agreement. Notice of the price adjustment will be provided prior to the renewal of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

2. SCOPE OF WORK: This proposal is based upon the use of straight time labor only, unless otherwise stated in this contract. AE will perform the contracted work and services with trained, experienced, and qualified personnel in accordance with the customary standard of the industry.

Plastering, patching, and painting are excluded. Customer agrees to provide AE with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. AE agrees to keep the job site clean of debris arising out of its own operations. Customer shall not charge or back charge AE for any costs or expenses without AE's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by AE under this agreement, AE's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental Hazards, Hazardous Material or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by AE shall not operate to compel AE to perform any work relating to Hazards or Hazardous Material without AE's express written consent. Services performed at Customer's direction outside of the scope of this proposal will be billed at AE's prevailing rates. B. Purpose of Use: The building management computer ("the System") provided by AE is strictly for the operation, monitoring, and management of building systems, including but not limited to HVAC, lighting, security, and other related functionalities. C. Prohibited Uses: The Customer agrees not to: Install, download, or use any personal applications or software unrelated to building management; Access unauthorized websites or engage in activities that are not directly related to the intended purpose of the System; Use the System for personal communication, gaming, streaming, or any other recreational activities. The Customer agrees to defend and hold harmless Albireo Energy LLC for any breach of the above by the Customer, the Customer's employees, agents or other contractors. D. Liability Waiver: AE shall not be held responsible for any issues arising from the Customer's unauthorized use of the System, including but not limited to: System performance degradation; Introduction of malware, viruses, or other harmful software; Security breaches or data loss. E. Maintenance and Support: AE's responsibility for maintenance and technical support is limited to issues related to the System's intended use. AE reserves the right to charge additional fees on a Time and Materials basis for: Resolving problems caused by unauthorized or personal use; Restoring the System to its original operational state after misuse.

3. REMOTE CONNECTIVITY: Customer is solely responsible for maintaining the security of remote access to their BAS and or HVAC systems.

Customer grants to AE the right to remotely connect (via internet or other agreed upon means) to HVAC equipment or other building systems of the Customer, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, including any reports and other information AE provides, are only intended to provide operational assessments and recommendations.

4. ELECTRONIC MONITORING: Any electronic monitoring AE performs is undertaken solely to enable AE to collect the data and perform any analysis included in AE's Services. Customer agrees that AE is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems.

5. DATA COLLECTED: Data that is collected by AE shall be used for the purposes of monitoring and diagnosing the performance of designated building systems and compiling trends and reports of said systems. AE shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data AE will collect from Customer will not include any personally identifiable information. Upon Customer's written request, AE will endeavor to provide an electronic copy of data collected from Customer, subject to availability.

6. DATA PRIVACY AND SECURITY: AE has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's username(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform AE immediately of any unauthorized use of Customer's username(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result AE cannot ensure total control of the security of such systems. AE will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts AE from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. AE will notify Customer of any breach in security of which AE become aware. Any breach in privacy of which Customer become aware should be reported by Customer to AE

immediately. AE does not disclose Customer's information to third parties for their marketing purposes, but AE does use third party software and services to assist AE with collecting and analyzing information. AE may also disclose Customer's information if required to do so by law, in which case, Company will inform Customer of such disclosure.

7. **DISCOVERY PERIOD:** In the event that AE determines, during the first thirty (30) days of any Service Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, AE shall inform Customer of the equipment condition and remedy. AE shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
8. **INVOICING AND PAYMENTS:** Invoices are due and payable within 30 days of date of invoice. AE reserves the right to charge interest at the rate of 1.5% per month, or the maximum rate permitted by applicable law, for any and all amount due and owing beyond 30 days of invoicing. Payments shall be made in monthly, quarterly, or yearly installments as stated in contract, due and payable in advance of services being rendered. Customer will reimburse AE for all costs of collection, including without limitation court costs, reasonable attorneys' fees, and interest.
9. **SUSPENSION OF SERVICE:** If Customer fails to pay any invoice within the specified payment terms or if Customer breaches any material provision of the Agreement, AE may stop work or suspend its services under this Agreement and/or other contracts with the Customer until all invoices are current or Customer cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance by the Customer will be invoiced by AE and paid separately by Customer. If Customer fails to make timely payment, any indemnity provided by AE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Customer waives all claims against AE arising from or related to suspension of service pursuant to this provision.
10. **OBSELESCENCE:** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons outside the control of, and without the fault of, AE, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, AE shall be excused from furnishing said materials or equipment, but shall remain responsible for furnishing a substitute acceptable to Customer at Customer's expense on a time and materials basis.. If installing the substitute requires modifications or additions to the existing system then AE shall be reimbursed on a time and materials basis.
11. **WARRANTY:** AE warrants that for equipment it furnishes and/ or installs, AE will extend the same warranty terms and conditions that AE receives from the manufacturer of said equipment. For equipment installed by AE, if Customer provides written notice to AE of any defect within thirty (30) days after the appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment. For equipment not installed by AE, if Customer returns the defective equipment to AE within thirty (30) days after appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment and return said equipment to Customer. All transportation charges incurred in connection with the warranty for equipment not installed by AE shall be borne by Customer. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. Repair or replacement of equipment parts or components is limited to restoring working condition. AE shall not be obligated to provide replacement equipment that provides significant betterment or improvement to the system initially installed. AE shall not be responsible for repairs, replacement, or services required due to negligence, abuse, misuse, improper repairs or modifications, lack of operator maintenance or other issues beyond our control. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
12. **INSURANCE AND INDEMNIFICATION:** AE will provide its standard certificate of insurance. To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.
13. **LIMITATION OF LIABILITY**
 - A. Notwithstanding anything to the contrary in this Agreement, AE's total liability to Customer under the Agreement is limited to the total amount paid by Customer to AE during the calendar year in which the liability occurred.
 - B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to the services, equipment, material furnished, or performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
 - C. AE's liability with respect to the products, materials and equipment sold hereunder shall be limited to the warranty provided in section 9 hereof, and shall not exceed the cost of repairing or replacing defective products.
 - D. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of AE.
 - E. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.
14. **ASSIGNMENT:** Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Customer transfers ownership of the premises or the operation or management of the premises on which such equipment is located to a new owner, operating or managing company, Customer will promptly provide AE with the contact information of the new

owner, operating or managing company, and take all such actions as are necessary to assign the Agreement to the new owner, operating or managing company. Customer will promptly provide AE with a copy of such assignment. Should the new owner, operating or managing company fail to assume this Agreement, Customer shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

15. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price; all taxes not legally required to be paid by AE or, alternatively, shall provide AE with acceptable tax exemption certificates. AE shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.
16. **FORCE MAJEURE, DELAYS AND DISRUPTIONS:** AE shall not be liable for any delays or disruptions in the performance of the work, services or delivery of equipment and materials, or for any loss, damage, claim, disruption or delay due to any cause beyond AE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), terrorism, riots, civil commotion, war, malicious mischief, cyber-attacks, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God, strikes, lockouts, labor disputes or disturbances, work interruption, flood or other water damage, conditions of the premises, acts or omissions of the Customer, other Contractors, or Owner of the property of which the work is performed, delays caused by others, fire, explosion, theft, or inclement weather. In the event of such delays or disruptions, AE shall be entitled to an extension in time equal to the length of such delay affecting AE and an equitable adjustment in the Prices and contract amount. In no event shall AE be liable for business interruption losses, or consequential or speculative damages.
17. **PROPERTY RIGHTS**
 - A. AE will provide Customer with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that AE uses to perform its services or monitor the Equipment remains the sole property of AE. If this Agreement terminates or expires for any reason, Customer will give AE access to the premises to remove such equipment at AE's expense.
 - B. AE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Customer or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Customer will not use such software except in connection with the use and operation of the Equipment. Customer will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.
18. **OCCUPATIONAL SAFETY AND HEALTH:** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
19. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon AE unless accepted by AE in writing.
20. **EMERGENCY SERVICE WORK:** If emergency service is performed at the Customer's request and AE's inspection reveals a defect for which AE is not liable under this agreement, the emergency service call will be billed to Customer at AE's prevailing time and material rate.
21. **AGREEMENT NOT TO HIRE:** Customer acknowledges that AE's employees are essential to its business of providing skilled services and are familiar with AE's operating and proprietary procedures. Therefore, Customer agrees to not, without AE's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by Customer, of any person who is or has been an AE employee within the earlier of one (1) year after such employee terminates employment with AE or within one (1) year after termination of this Agreement. Customer also acknowledges that its breach of the obligations set forth in this section would irreparably harm AE's business and leave AE without an adequate remedy at law, and that AE would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.
22. **CUSTOMER RESPONSIBILITIES:** Customer is responsible to promptly notify AE of unusual operating conditions, provide reasonable access to equipment being serviced, for removal and replacement of ceilings, enclosures, or tenant's property required to gain access to the equipment being serviced.
23. **DISPUTES:** This agreement shall be construed in accordance with Nebraska law and any dispute shall be pursued in Douglas County.
24. **U.S. GOVERNMENT PROJECTS:** If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government Customer, AE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR"). Further, in such case, AE shall not be responsible or liable to perform or provide product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the FAR.
25. **MISCELLANEOUS:** The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by AE's authorized representative or until AE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Customer. Notwithstanding anything to the contrary in this Agreement, if Customer causes or permits AE to commence performance of services, Customer accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

**Memorandum of Understanding
Nebraska City Public Schools and Arbor Day Farms
Project Transition Academy**

This Memorandum of Understanding (MOU) is entered into by and between Nebraska City Public Schools and Arbor Day Farms.

Transition planning is the process of preparing students for the move from high school into the adult community. Planning for this transition involves the student, the student's family, the school staff and community partners working together to build a plan that will address each student's individual needs.

The NCPS/Arbor Day Foundation partnership proposal is to offer a variety of experiential learning opportunities for secondary students with disabilities, ages 18 - 21, who have completed their high school program with a certificate of completion or have not yet received their high school diploma. The type of services provided are an IEP team recommendation based upon the student's unmet transition needs.

WHEREAS, the parties enter into this agreement to provide education opportunities for high school students participating in the Project Transition Academy.

The Pilot Program may include:

- Students participating in experiential learning opportunities at Arbor Day Farm in Nebraska City, Nebraska, up to 5 days per week, 1-3 hours per shift.
- 6-8 week rotations in a designated hotel/farm department, pending the student's transition goals.
- Supervised hands-on tasks appropriate to the student's ability and transition goals.
- Reflection assignments or check-ins, and a final celebration with feedback or a more formal evaluation.

Arbor Day Farms will:

- Provide experiential learning opportunities throughout the campus. (Labor Laws limit a student to 240 hours/year to a job practice)
- Provide a point person (site supervisor or mentor) who will communicate with the Transition Teacher on a regular basis
- Provide a safe, inclusive, and educational environment.
- Orient students to workplace expectations and safety protocols.
- Offer hands-on tasks that support learning, confidence, and transition goals.
- Communicate regularly with the Transition Teacher or School staff regarding attendance, concerns, or progress toward transition goals.
- Provide access to campus wide communication system (weather, power

- outages, etc)
- Provide ID and access to job sites for staff; Provide ID for students
- Provide access to internet for students and staff on campus system

NCPS will:

- Provide general supervision of the Program
- Select student participants in collaboration with Arbor Foundation Staff
- Provide any necessary accommodations or supports.
- Maintain communication with students and families.
- Coordinate transportation.
- Ensure alignment with academic standards and student transition goals.
- Provide a Transition Teacher/Job Coach who would serve as liaison between Department leads at Arbor Day Farms, students, and NCPS, and who will
 - Provide IEP Case Management for all students in the program
 - Contact the Arbor Day Foundation to identify experiential learning opportunities
 - Teach the necessary skills to students
 - Provide evaluation and support as needed
 - Maintain ongoing communication with designated personnel
 - Facilitate daily or weekly communication with job site personnel
 - Facilitate monthly meetings or as requested between the Arbor Day Foundation and NCPS administration

Mutual Agreements

Both Parties agree to:

- Maintain open, timely communication.
- Collaborate on feedback and program improvement.
- Protect student privacy in accordance with FERPA and other applicable laws.
- Refrain from using student photos or names publicly without consent.

Applicable Policies, Procedures, Laws and Regulations:

- Implementation and interpretation of this Agreement will be consistent with applicable and mandatory policies and procedures established by the appropriate college accreditation bodies, the U.S. Department of Education and other agencies that have jurisdiction over the operation of either institution. To the extent that any provision of this MOU is inconsistent with Nebraska law and/or applicable rules and regulations, including rules or regulations from the U.S. Department of Education or the Higher Learning Commission (HLC), the MOU will be considered null and void.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska

- Student participation in this articulation protocol will be implemented in compliance with applicable federal, state, and local nondiscrimination laws and regulations.
- Both parties recognize that they are bound to comply with the Family Education Rights and Privacy Act of 1974 and any current amendments in the handling of educational records of students enrolled in their institutions.
- By entering into this MOU, Arbor Day Foundation and NCPS consent and agree to comply at all times with all policies, regulations, directives, and practices of the facility where the SNAP program instruction or activities are occurring.

Indemnification of Third Party Claims:

- The Arbor Foundation agrees, to the fullest extent permitted by law, to indemnify and hold the Nebraska City Public Schools harmless from any damage, liability or cost, (including liability to third parties, reasonable attorney's fees and cost of defense), to the extent caused by the Arbor Day Foundation negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her consultants.
- The Nebraska City Public Schools agrees, to the fullest extent permitted by law, to indemnify and hold the Arbor Day Foundation harmless from any damage, liability or cost (including liability to third parties, reasonable attorney's fees and cost of defense) to the extent caused by the Nebraska City Public Schools negligent acts, error or omissions and those of his or her consultants.

Relationship of Parties

- **No Partnership or Joint Venture**
Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between Nebraska City Public Schools and the Arbor Day Foundation. Neither party shall have the authority to bind or obligate the other in any manner, and no such authority is implied or granted under this Agreement.
- **Non-Employment Relationship**
The parties acknowledge and agree that students participating in experiential learning opportunities under this MOU will not be considered employees, agents, or contractors of the Arbor Day Foundation. Participation in such opportunities is strictly educational and voluntary in nature.
- **No Compensation or Benefits**
Participants shall not receive wages, salary, or any form of compensation from the Arbor Day Foundation for their participation. The Arbor Day Foundation shall not be responsible for providing any employment benefits, including but not limited to health insurance, unemployment insurance, or paid leave.

- **Workers' Compensation and Liability**
The Arbor Day Foundation shall not be responsible for providing workers' compensation coverage for participating students or Nebraska City Public Schools employees. Nebraska City Public Schools agrees to inform students and their guardians (if applicable) that they are not covered by the Arbor Day Foundation's workers' compensation insurance and that they participate at their own risk. Nebraska City Public Schools shall obtain all necessary consents and waivers from students and/or their guardians acknowledging this status.

Agreement, Terms, Amendments, and Renewals:

- All parties agree to address challenges or disputes expeditiously.
- In the event this Agreement is revised or terminated, students currently enrolled on the effective date of termination shall be allowed to continue their programs in accordance with the terms and conditions in effect prior to the termination or revision of the Agreement.
- The Agreement is effective upon execution or upon the date indicated in this MOU.
- This MOU supersedes any previous Agreements.

Principal Contacts:

The partner organizations designated the following individuals as principal contacts regarding this Agreement. These contacts may be changed at any time through written notice to each partner contact and partner agency.

Arbor Day Foundation
Brandon Schuster
2700 Sylvan Rd
Nebraska City, NE 68410
402-873-8733
E-mail: bschuster@arbordayfarm.org

Nebraska City Public Schools
Mark Fritch
1700 14th Ave.
Nebraska City, NE 68410
402-873-6033
E-mail: mfritch@nebcityps.org

This Agreement will be in effect for the FY 2025-2026 school year and can be renewed on an annual basis upon mutual agreement of both parties. This MOU may be terminated by either party with written notice of at least 30 days. Both parties agree to work collaboratively in good faith if early termination becomes necessary.

National Arbor Day Foundation

NCPS Superintendent

Date

Date

