

Shickley Public Schools
January 13, 2025
7:00 PM: Regular Board of Education Meeting
School Office

1. **Preliminary Procedures**
 - 1.1. Call to Order
 - 1.2. Roll Call
 - 1.3. Pledge of Allegiance
 - 1.4. Public Notice of the Meeting and Notification of Open Meeting Law
 - 1.5. New Board Members - Oath of Office
 - 1.6. **Elections of Officers**
 - 1.6.1. Election of Board President
 - 1.6.2. Vice President
 - 1.6.3. Secretary
 - 1.6.4. Treasurer
 - 1.7. Approve Board Member Absence(s)
 - 1.8. Approve the Agenda
2. Consent Agenda
3. Financial Reports
4. Claims and Bills
5. **Welcome Visitors**
 - 5.1. Public Comments not on agenda items
 - 5.2. Public Comments on agenda items
6. Committee Reports
7. **Discussion Items: Consider and Discuss - No Action to be Taken**
 - 7.1. BOE Committees
 - 7.2. Work Session discussion
 - 7.3. Policies
8. **Action Items: Consider, Discuss, and Take all Necessary Action**
 - 8.1. Senior Trip - Rules
 - 8.2. Allocation of Depreciation Funds
 - 8.3. Swimming Pool Proposal
9. **Informational Items**
 - 9.1. Administrative Reports
 - 9.2. Other Information
10. Establish Future Board of Education Meeting Date(s) and Time(s)
11. Closed Session
12. Items from Closed Session
13. Adjournment

84-1407. Act, how cited.

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

Source: Laws 2004, LB 821, § 34.

84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

Source: Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

Annotations

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. *McQuinn v. Douglas Cty. Sch. Dist. No. 66*, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. *Marks v. Judicial Nominating Comm.*, 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. *Grein v. Board of Education of Fremont*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- A county board of equalization is a public body whose meetings shall be open to the public. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of

any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

Source: Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11.

Effective Date: April 22, 2021

Annotations

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- As an administrative agency of the county, a county board of equalization is a public body. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. *State ex rel. Newman v. Columbus Township Bd.*, 15 Neb. App. 656, 735 N.W.2d 399 (2007).

- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. *Johnson v. Nebraska Environmental Control Council*, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

Source: Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

Annotations

- There is no absolute discovery privilege for communications that occur during a closed session. *State ex rel. Upper Republican NRD v. District Judges*, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. *Grein v. Board of Education*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. *Simonds v. Board of Examiners*, 213 Neb. 259, 329 N.W.2d 92 (1983).
- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate should be made should take place in an open meeting. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. *Meyer v. Board of Regents*, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12.

Effective Date: April 22, 2021

Cross References

- **Emergency Management Act**, see section 81-829.36.
- **Intergovernmental Risk Management Act**, see section 44-4301.
- **Interlocal Cooperation Act**, see section 13-801.
- **Joint Public Agency Act**, see section 13-2501.
- **Municipal Cooperative Financing Act**, see section 18-2401.

Annotations

- Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable

advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).

- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify

himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

Source: Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13.

Effective Date: April 22, 2021

Annotations

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. *Stoetzel & Sons v. City of Hastings*, 265 Neb. 637, 658 N.W.2d 636 (2003).

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

(7) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

Source: Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14.

Effective Date: April 22, 2021

Annotations

- Under prior law, if a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).
- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous

meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).

- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).
- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Source: Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

Annotations

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).

- Any citizen of the state may commence an action to declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

Regular Board of Education Meeting

Monday, December 9, 2024 7:00 PM Central

School Office 104 East Murray Shickley, NE 68436-0407

Joe Kamler called the meeting to order at 7:00 pm. Roll Call was taken with five members present, one absent. The Pledge of Allegiance was recited and Public Notice of the Meeting and Notification of Open Meeting Law requirements were completed. Jered Kempf moved and Cassie Schlegel seconded a motion to approve the absence of Randy Noel. Carried. Yes: 5, No: 0, Absent: 1. Chris Swartzendruber moved and Cassie Schlegel seconded a motion to approve the agenda. Carried. Yes: 5, No: 0, Absent: 1. Jered Kempf moved and Chris Swartzendruber seconded a motion to approve the consent agenda. Carried. Yes: 5, No: 0, Absent: 1. Cassie Schlegel moved and Jered Kempf seconded a motion to approve the financial reports as presented. Carried. Yes: 5, No: 0, Absent: 1. Chris Swartzendruber moved and Jered Kempf seconded a motion to approve the claims and bills as presented. Carried. Yes: 5, No: 0, Absent: 1. Business teacher Chanda Essink gave a presentation of the Personal Finance class to fulfill Statute 79-3004 Financial Literacy. Kamler welcomed visitors. Two were in attendance. There were no public comments presented. Members of the Finance Committee reviewed statements and claims with the group. A discussion was held on the status of the football field lights. Jered Kempf moved and Chris Swartzendruber seconded a motion to approve the proposed Master Negotiated Agreement for 25-26 school year. Carried. Yes: 5, No: 0, Absent: 1. Cassie Schlegel moved and Chris Swartzendruber seconded a motion to transfer \$20,000 from the General Fund to the Lunch Fund. Carried. Yes: 5, No: 0, Absent: 1. Chris Swartzendruber moved and Jered Kempf seconded a motion to approve proposed repairs by Frieden Electric for the football field lights. Carried. Yes: 5, No: 0, Absent: 1. Dr. Essink thanked Chris Swartzendruber and Joe Kamler for their years of service to the Board of Education. Administrators reviewed the results of the District Education Profile for the 23-24 year. The annual evaluation of superintendent, Dr. Essink, was reviewed and goals set for the coming year. The next regular board meeting is scheduled for January 13, 2025, at 7:00 pm. Jered Kempf moved and Chris Swartzendruber seconded a motion to adjourn the meeting at 8:35 pm. Carried. Yes: 5, No: 0, Absent: 1.

Special Board of Education Meeting

Wednesday, December 18, 2024 5:00 PM Central

Shickley School 104 East Murray Shickley, NE 68436-0407

President Noel called the meeting to order at 5:00pm. The Pledge of Allegiance was recited and Public Notice and Open Meeting requirements noted. Joe Kamler moved and Jered Kempf seconded a motion to approve the agenda. Carried. Yes: 5, No: 0, Absent: 1. Joe Kamler moved and Jered Kempf seconded a motion to approve the absence of Ambur Hinrichs. Carried. Yes: 5, No: 0, Absent: 1. Chris Swartzendruber moved and Jered Kempf seconded a motion to approve the agenda. Carried. Yes: 5, No: 0, Absent: 1. No public comments were given. Representatives from NASB reviewed results of the Strategic Plan process. Joe Kamler moved and Chris Swartzendruber seconded a motion to adjourn the meeting at 6:07 pm. Carried. Yes: 5, No: 0, Absent: 1.

Accounts

GENERAL FUND XX3840	Available balance \$1,246,038.13
GENERAL FUND SAVINGS XXXX5040	Available balance \$113,414.54
BUILDING FUND XXX0725	Available balance \$453.36
BUILDING FUND SAVINGS XX8121	Available balance \$464,564.98
DEPRECIATION FUND XXX4158	Available balance \$8,174.45
DEPRECIATION FUND SAVINGS XX0614	Available balance \$350,854.53
LUNCH FUND XX0648	Available balance \$36,084.52
ACTIVITIES FUND XX3527	Available balance \$141,282.22
QCPUF FUND SAVINGS XX1116	Available balance \$67,117.58

General Fund Cash Flow Report

January 13, 2025

Shickley Public Schools - General Fund
Statement of Cash Flows - Direct Method
For the 1 Month and 4 Months Ended December 31, 2024

	1 Month Ended December 31, 2024	4 Months Ended December 31, 2024
Cash Flows from Operating Activities		
Cash Received	\$ 200,394.47	\$ 1,192,365.65
Cash Paid - Salaries and Wages	(194,126.38)	(788,337.05)
Cash Paid - Group Insurance	(40,519.97)	(162,075.57)
Cash Paid - FICA	(14,578.47)	(59,729.73)
Cash Paid - Retirement	(17,297.87)	(70,718.74)
Cash Paid - Health Benefits	0.00	(23,145.84)
Cash Paid - Other Benefits	(1,860.40)	(4,685.43)
Cash Paid - Vendors	(91,916.09)	(385,332.56)
	<u>(159,904.71)</u>	<u>(301,659.27)</u>
Net Cash Received (Paid) for Operating Activities	<u>(159,904.71)</u>	<u>(301,659.27)</u>
Net Increase (Decrease) In Cash	(159,904.71)	(301,659.27)
Beginning Cash	<u>1,517,247.01</u>	<u>1,659,001.57</u>
Ending Cash	<u>\$ 1,357,342.30</u>	<u>\$ 1,357,342.30</u>

Reconciliation of Net Income (Loss) To Cash Received (Paid) for Operating Activities

Net Income (Loss)	\$ (159,904.71)	\$ (301,636.33)
<u>Decrease (Increase) in Operating Assets:</u>		
County Treasurer Balance	0.00	688,353.99
<u>Increase (Decrease) in Operating Liabilities:</u>		
Other Withholdings	0.00	(22.94)
	<u>0.00</u>	<u>688,331.05</u>
Total Adjustments	<u>0.00</u>	<u>688,331.05</u>
Net Cash Received (Paid) for Operating Activities	<u>\$ (159,904.71)</u>	<u>\$ 386,694.72</u>

2024-25 General Fund Cash Flow Analysis
Shickley Public Schools

Month		Starting Cash	Receipts	Salaries Wages	Health Insurance	FICA	NPERS	Other Benefits	Paid to Vendors	Transfers to Other Funds	Total Disbursements	Ending Cash	Change in Cash Position from Month Prior
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2024-25 General Fund Cash Flow Analysis
Shickley Public Schools

Month		Starting Cash	Receipts	Salaries Wages	Health Insurance	FICA	NPERS	Other Benefits	Paid to Vendors	Transfers to Other Funds	Total Disbursements	Ending Cash	Change in Cash Position from Month Prior
September 2024	Estimated												
	Actual	1,659,002	777,001	198,384	40,521	14,996	17,597	10,539	90,206	20,000	392,243	2,063,760	404,758
October 2024	Estimated												
	Actual	2,063,760	169,631	196,609	40,530	14,892	17,738	14,324	105,246	0	389,339	1,844,052	(-219,708)
November 2024	Estimated												
	Actual	1,844,487	45,338	199,218	40,504	15,263	18,085	1,107	98,400	0	327,240	1,517,247	(-327,240)
December 2024	Estimated												
	Actual	1,517,247	200,395	194,126	40,520	14,579	17,298	1,860	91,916	0	360,299	1,357,342	(-159,905)

Treasurer's Report

January 13, 2025

General Fund

Depreciation Fund

Activity Fund

School Nutrition Fund

Special Building Fund

Qualified Capital Purpose
Undertaking Fund (QCPUF)

Shickley Public Schools - General Fund

Shickley, Nebraska

Statement of Assets, Liabilities, and Fund Balance

As of December 31, 2024 and 2023

Assets

	2024	2023
Current Assets		
General Fund Checking	\$ 1,243,927.76	\$ 774,457.96
General Fund Savings	<u>113,414.54</u>	<u>74,559.27</u>
Total Current Assets	<u>1,357,342.30</u>	<u>849,017.23</u>
Total Assets	<u>\$ 1,357,342.30</u>	<u>\$ 849,017.23</u>

Liabilities and Fund Balance

	2024	2023
Current Liabilities		
Other Withholdings	\$ <u>0.00</u>	\$ <u>144.60</u>
Total Current Liabilities	<u>0.00</u>	<u>144.60</u>
Total Liabilities	<u>0.00</u>	<u>144.60</u>
Fund Balance		
Fund Balance	1,658,978.63	972,233.91
Net Income	<u>(301,636.33)</u>	<u>(123,361.28)</u>
Total Fund Balance	<u>1,357,342.30</u>	<u>848,872.63</u>
Total Liabilities and Fund Balance	<u>\$ 1,357,342.30</u>	<u>\$ 849,017.23</u>

Shickley Public Schools - General Fund
 Shickley, Nebraska
Statement of Receipts and Disbursements
 For the 1 Month and 4 Months Ended 12/31/24

	Current Month	Prior Year	Year to Date	Prior Year to Date	Total Fiscal Year Budget	% of Budget
Receipts						
Taxes Levied by the School	\$ 1,211.79	\$ 3,895.04	\$ 857,438.52	\$ 875,925.94		
Public Power District Sales Tax	0.76	0.76	0.76	0.76		
Motor Vehicle Taxes	6,505.85	8,277.93	26,358.23	30,053.75		
Penalties & Interest on Taxes	55.53	144.05	879.26	838.15		
Tuition - Preschool	4,754.00	14,100.00	33,247.00	50,850.00		
Interest on Investments	605.71	388.60	2,808.97	1,928.48		
Postsecondary Receipts	3,873.60	0.00	3,873.60	0.00		
County Fines & Licenses	375.34	684.46	1,457.80	3,357.53		
ESU Receipts	4,195.89	789.43	8,238.78	2,619.43		
State Aid	73,062.00	40,651.00	146,124.00	162,604.00		
SPED - School Age	44,858.00	35,792.00	44,858.00	35,792.00		
Pro-Rate Motor Vehicle	0.00	33.88	907.15	847.25		
Other State Receipts	23,034.00	820.65	27,942.78	5,036.23		
Title I - Part A - ESSA - Improving Basic Programs	0.00	0.00	0.00	9,039.00		
Title II - Part A - Effective Instruction	0.00	0.00	0.00	3,461.00		
IDEA - Preschool - (619) Base & Enrollment	2,021.00	0.00	2,021.00	0.00		
IDEA - Part B - (611) Base & Enrollment	34,841.00	0.00	34,841.00	0.00		
Title IV - Part A	0.00	0.00	0.00	10,000.00		
CRRSA - ESSER II	0.00	0.00	0.00	1,807.00		
Fund Transfers In	0.00	0.00	0.00	269.25		
Other Non-Revenue Receipts	1,000.00	0.00	1,368.80	325.14		
	<hr/>	<hr/>	<hr/>	<hr/>		
Total Receipts	<u>200,394.47</u>	<u>105,577.80</u>	<u>1,192,365.65</u>	<u>1,194,754.91</u>	<u>5,016,970.00</u>	<u>23.77%</u>
Disbursements						
Salaries	181,200.36	167,801.73	740,922.23	683,739.56		
Additional Compensation	12,926.02	12,940.97	47,414.82	40,121.32		
Group Insurance	40,519.97	40,358.22	162,075.57	161,216.71		
Social Security	14,578.47	13,558.94	59,729.73	54,757.22		
Retirement	17,297.87	16,884.52	70,718.74	67,589.47		
Health Benefits	0.00	0.00	23,145.84	10,489.92		
Other Benefits	1,860.40	160.00	4,685.43	1,640.00		
Accounting/Auditing Services	1,750.00	4,160.00	19,743.30	19,749.58		
Contracted Legal Services	36.00	945.00	792.00	1,260.00		
Professional Education Services	200.00	100.00	1,330.00	4,381.00		
Employee Training/Development	340.80	120.00	11,333.30	5,437.91		

Shickley Public Schools - General Fund
 Shickley, Nebraska
Statement of Receipts and Disbursements
 For the 1 Month and 4 Months Ended 12/31/24

	Current Month	Prior Year	Year to Date	Prior Year to Date	Total Fiscal Year Budget	% of Budget
Mileage Paid to Staff	0.00	0.00	1,497.45	1,390.66		
Other Professional Services	7,940.75	12,999.37	21,158.24	39,849.24		
Technical Services	805.00	291.52	4,933.28	5,741.02		
Other Technical Services	0.00	216.20	0.00	321.20		
Distance Education & Telecommunication	0.00	0.00	4,800.00	4,800.00		
Utility Services	2,786.46	3,244.86	15,726.34	17,393.68		
Repairs and Maintenance	0.00	0.00	0.00	14,763.39		
Non-Tech Repairs & Maintenance	1,649.21	448.01	18,633.57	1,458.73		
Technology Repairs & Maintenance	3,594.00	3,035.57	14,301.00	12,066.26		
Rentals - Land & Buildings	170.00	170.00	680.00	680.00		
Other Purchased Property Services	30.00	30.00	120.00	120.00		
Student Transportation Services	0.00	0.00	75.00	0.00		
Insurance	10,679.21	9,631.48	53,431.55	38,526.01		
Communications	689.14	215.58	1,192.87	1,529.88		
Postage	149.65	57.42	1,488.15	975.74		
Advertising	76.36	69.11	942.26	883.02		
Printing & Binding	1,630.42	1,620.85	6,521.68	6,292.08		
Tuition - Postsecondary Schools	0.00	0.00	6,025.80	5,633.42		
Tuition - Other	5,720.00	0.00	14,300.00	0.00		
Travel	922.52	1,197.10	2,185.17	1,630.18		
General Supplies	9,814.59	8,638.97	74,530.26	38,071.13		
Utility Energy Services	2,578.89	3,034.97	5,370.18	6,025.10		
Fuels	3,493.09	2,714.70	10,981.31	10,589.96		
Books & Periodicals	244.22	335.84	4,261.78	2,280.41		
Digital Instructional Materials	200.00	0.00	1,988.00	654.90		
Web/Cloud Base Software	0.00	0.00	14,026.14	18,517.84		
Supplies-Technology Related	2,932.02	0.00	3,677.01	1,098.82		
Machinery	7,620.00	0.00	7,620.00	0.00		
Technology Related Hardware	5,708.66	17,278.40	5,708.66	17,427.40		
Technology Software	0.00	0.00	14,889.00	18,000.00		
Dues & Fees	155.10	147.70	1,046.32	1,013.43		
Fund Transfers - Lunch Fund	20,000.00	0.00	40,000.00	0.00		
Total Disbursements	<u>360,299.18</u>	<u>322,407.03</u>	<u>1,494,001.98</u>	<u>1,318,116.19</u>	<u>5,500,000.00</u>	<u>27.16%</u>
Net Income (Loss)	<u>\$ (159,904.71)</u>	<u>\$ (216,829.23)</u>	<u>\$ (301,636.33)</u>	<u>\$ (123,361.28)</u>		

Shickley Public Schools - Depreciation Fund
 Shickley, Nebraska
Statement of Assets, Liabilities, and Fund Balance
 As of December 31, 2024 and 2023

Assets

	2024	2023
Current Assets		
Depreciation Fund Checking	\$ 8,174.45	\$ 38,941.05
Depreciation Fund Savings	<u>350,854.53</u>	<u>385,824.80</u>
Total Current Assets	<u>359,028.98</u>	<u>424,765.85</u>
Total Assets	<u>\$ 359,028.98</u>	<u>\$ 424,765.85</u>

Liabilities and Fund Balance

	2024	2023
Current Liabilities		
Total Current Liabilities	<u>0.00</u>	<u>0.00</u>
Total Liabilities	<u>0.00</u>	<u>0.00</u>
Fund Balance		
Fund Balance	415,911.68	408,467.41
Net Income	<u>(56,882.70)</u>	<u>16,298.44</u>
Total Fund Balance	<u>359,028.98</u>	<u>424,765.85</u>
Total Liabilities and Fund Balance	<u>\$ 359,028.98</u>	<u>\$ 424,765.85</u>

Shickley Public Schools - Depreciation Fund

Shickley, Nebraska

Statement of Receipts and Disbursements

For the 1 Month and 4 Months Ended 12/31/24

	Current Month	Prior Year	Year to Date	Prior Year to Date	Total Fiscal Year Budget	% of Budget
Receipts						
Interest on Investments	\$ 264.14	\$ 248.83	\$ 1,130.90	\$ 1,015.19		
Other Non-Revenue Receipts	0.00	0.00	0.00	14,583.25		
Non-Program Receipts	0.00	0.00	0.00	700.00		
	<hr/>	<hr/>	<hr/>	<hr/>		
Total Receipts	<u>264.14</u>	<u>248.83</u>	<u>1,130.90</u>	<u>16,298.44</u>	<u>102,000.00</u>	<u>1.11%</u>
Disbursements						
Vehicles	0.00	0.00	50,000.00	0.00		
Technology Related Hardware	0.00	0.00	8,013.60	0.00		
	<hr/>	<hr/>	<hr/>	<hr/>		
Total Disbursements	<u>0.00</u>	<u>0.00</u>	<u>58,013.60</u>	<u>0.00</u>	<u>480,321.00</u>	<u>12.08%</u>
Net Income (Loss)	<u>\$ 264.14</u>	<u>\$ 248.83</u>	<u>\$ (56,882.70)</u>	<u>\$ 16,298.44</u>		

Shickley Public Schools - Activities Fund

Shickley, Nebraska

Statement of Assets, Liabilities, and Fund Balance

As of December 31, 2024 and 2023

Assets

	2024	2023
Current Assets		
Activities Fund Checking	\$ <u>141,282.22</u>	\$ <u>147,571.89</u>
Total Current Assets	<u>141,282.22</u>	<u>147,571.89</u>
Total Assets	\$ <u><u>141,282.22</u></u>	\$ <u><u>147,571.89</u></u>

Liabilities and Fund Balance

	2024	2023
Current Liabilities		
Total Current Liabilities	<u>0.00</u>	<u>0.00</u>
Total Liabilities	<u>0.00</u>	<u>0.00</u>
Fund Balance		
Fund Balance	<u>141,282.22</u>	<u>147,571.89</u>
Total Fund Balance	<u>141,282.22</u>	<u>147,571.89</u>
Total Liabilities and Fund Balance	\$ <u><u>141,282.22</u></u>	\$ <u><u>147,571.89</u></u>

Shickley Public Schools - Activities Fund

Shickley, Nebraska

Statement of Receipts and Disbursements

For the 4 Months Ended 12/31/24

	Beginning Balance	Receipts	Transfers	Disbursements	Ending Balance
Activities					
Annual	\$ 12,364.10	\$ 2,955.00	\$ -	\$ 1,997.61	\$ 13,321.49
Athletics	(8,446.73)	16,562.17	-	19,740.07	(11,624.63)
Athletics - Golf	205.00	-	-	-	205.00
Class of 2024	368.80	-	-	368.80	-
Class of 2025	4,039.82	327.00	-	740.35	3,626.47
Class of 2026	6,313.60	-	-	-	6,313.60
Class of 2027	7,460.00	-	-	-	7,460.00
Class of 2028	1,245.00	-	-	-	1,245.00
Class of 2029	830.00	-	-	74.77	755.23
College Access	250.00	1,000.00	-	307.09	942.91
Concessions	2,311.30	11,097.15	-	7,777.02	5,631.43
Drama	2,581.18	448.00	-	2,313.18	716.00
Educators Rising	1,536.40	-	-	-	1,536.40
FBLA	5,140.77	340.00	-	1,287.38	4,193.39
FFA	(5,593.50)	28,464.03	4,238.91	9,746.70	17,362.74
Grants	32,192.13	500.00	(6,750.00)	7,362.21	18,579.92
Interest	488.91	136.01	(488.91)	-	136.01
Library	1,297.03	3,131.30	523.50	141.61	4,810.22
Music	12,410.70	95.00	-	1,260.00	11,245.70
PBIS	1,349.90	-	(1,349.90)	-	-
Post Prom	112.61	1,500.00	-	-	1,612.61
Special Projects	18,826.61	762.00	-	1,616.65	17,971.96
Speech	2,079.30	-	-	-	2,079.30
Striv	5,310.00	3,640.00	-	-	8,950.00
Student Council	3,516.36	-	-	223.34	3,293.02
School Culture	(253.09)	-	4,349.90	55.98	4,040.83
Swimming Pool	21,851.22	-	-	11,750.00	10,101.22
Teacher Scholarship	1,900.00	-	-	-	1,900.00
Wellness	1,749.99	4,315.00	(523.50)	665.09	4,876.40
Total Activities	<u>\$ 133,437.41</u>	<u>\$ 75,272.66</u>	<u>\$ -</u>	<u>\$ 67,427.85</u>	<u>\$ 141,282.22</u>
Activities Budget	<u>\$ 135,477.00</u>	<u>\$ 280,000.00</u>	<u>\$ -</u>	<u>\$ 300,000.00</u>	<u>\$ 115,477.00</u>

Shickley Public Schools - Lunch Fund

Shickley, Nebraska

Statement of Assets, Liabilities, and Fund Balance

As of December 31, 2024 and 2023

Assets

	2024	2023
Current Assets		
Lunch Fund Checking	\$ <u>36,084.52</u>	\$ <u>14,491.21</u>
Total Current Assets	<u>36,084.52</u>	<u>14,491.21</u>
Total Assets	\$ <u><u>36,084.52</u></u>	\$ <u><u>14,491.21</u></u>

Liabilities and Fund Balance

	2024	2023
Current Liabilities		
Total Current Liabilities	<u>0.00</u>	<u>0.00</u>
Total Liabilities	<u>0.00</u>	<u>0.00</u>
Fund Balance		
Fund Balance	24,596.23	66,733.12
Net Income	<u>11,488.29</u>	<u>(52,241.91)</u>
Total Fund Balance	<u>36,084.52</u>	<u>14,491.21</u>
Total Liabilities and Fund Balance	\$ <u><u>36,084.52</u></u>	\$ <u><u>14,491.21</u></u>

Shickley Public Schools - Lunch Fund
 Shickley, Nebraska
Statement of Receipts and Disbursements
 For the 1 Month and 4 Months Ended 12/31/24

	Current Month	Prior Year	Year to Date	Prior Year to Date	Total Fiscal Year Budget	% of Budget
Receipts						
Interest on Investments	\$ 4.92	\$ 3.82	\$ 16.63	\$ 28.84		
Daily Sales - School Lunch	5,793.20	7,651.00	24,242.75	24,307.00		
Daily Sales - Non-Reimbursable Programs	700.40	0.00	3,008.00	0.00		
State Reimbursement	13,505.23	3,666.55	13,505.23	15,318.20		
Fund Transfers In	20,000.00	0.00	40,000.00	0.00		
	<hr/>	<hr/>	<hr/>	<hr/>		
Total Receipts	<u>40,003.75</u>	<u>11,321.37</u>	<u>80,772.61</u>	<u>39,654.04</u>	<u>255,000.00</u>	<u>31.68%</u>
Disbursements						
Salaries	4,823.91	6,422.12	23,182.65	32,017.80		
Additional Compensation	801.00	152.00	1,717.00	456.00		
Group Insurance	807.40	791.65	3,229.60	2,845.71		
Social Security	424.78	501.29	1,882.72	2,476.36		
Retirement	451.31	534.54	2,107.79	2,725.33		
Technical Services	0.00	0.00	0.00	352.05		
General Supplies	0.00	0.00	0.00	194.95		
Food	5,764.51	7,177.52	37,034.95	39,456.75		
Machinery	0.00	0.00	0.00	11,371.00		
Dues and Fees	0.00	0.00	129.61	0.00		
	<hr/>	<hr/>	<hr/>	<hr/>		
Total Disbursements	<u>13,072.91</u>	<u>15,579.12</u>	<u>69,284.32</u>	<u>91,895.95</u>	<u>270,419.00</u>	<u>25.62%</u>
Net Income (Loss)	<u>\$ 26,930.84</u>	<u>\$ (4,257.75)</u>	<u>\$ 11,488.29</u>	<u>\$ (52,241.91)</u>		

Shickley Public Schools - QCPUF Fund

Shickley, Nebraska

Statement of Assets, Liabilities, and Fund Balance

As of December 31, 2024 and 2023

Assets

	2024	2023
Current Assets		
QCPUF Savings	\$ 67,117.58	\$ 59,927.77
Total Current Assets	<u>67,117.58</u>	<u>59,927.77</u>
Total Assets	<u>\$ 67,117.58</u>	<u>\$ 59,927.77</u>

Liabilities and Fund Balance

	2024	2023
Current Liabilities		
Total Current Liabilities	<u>0.00</u>	<u>0.00</u>
Total Liabilities	<u>0.00</u>	<u>0.00</u>
Fund Balance		
Fund Balance	287,675.27	230,605.82
Net Income	<u>(220,557.69)</u>	<u>(170,678.05)</u>
Total Fund Balance	<u>67,117.58</u>	<u>59,927.77</u>
Total Liabilities and Fund Balance	<u>\$ 67,117.58</u>	<u>\$ 59,927.77</u>

Shickley Public Schools - QCPUF Fund
 Shickley, Nebraska
Statement of Receipts and Disbursements
 For the 1 Month and 4 Months Ended 12/31/24

	Current Month	Prior Year	Year to Date	Prior Year to Date	Total Fiscal Year Budget	% of Budget
Receipts						
Taxes Levied by the School	\$ 75.14	\$ 274.17	\$ 11,243.15	\$ 61,650.57		
Penalties & Interest on Taxes	3.48	10.15	53.54	58.37		
Interest on Investments	107.83	105.98	751.33	733.37		
Pro-Rate Motor Vehicle	0.00	2.39	56.79	59.64		
	<hr/>	<hr/>	<hr/>	<hr/>		
Total Receipts	<u>186.45</u>	<u>392.69</u>	<u>12,104.81</u>	<u>62,501.95</u>	<u>246,372.00</u>	<u>4.91%</u>
Disbursements						
Other Debt Related Expenses	210.00	210.00	210.00	210.00		
Redemption of Principal	230,000.00	230,000.00	230,000.00	230,000.00		
Interest on Long Term Debt	2,452.50	2,970.00	2,452.50	2,970.00		
	<hr/>	<hr/>	<hr/>	<hr/>		
Total Disbursements	<u>232,662.50</u>	<u>233,180.00</u>	<u>232,662.50</u>	<u>233,180.00</u>	<u>244,400.00</u>	<u>95.20%</u>
Net Income (Loss)	<u>\$ (232,476.05)</u>	<u>\$ (232,787.31)</u>	<u>\$ (220,557.69)</u>	<u>\$ (170,678.05)</u>		

Claims and Bills Report

January 13, 2025

**Shickley Public Schools - General Fund
School - ESSA Bills**

January 1, 2025 - January 31, 2025

Date	Ref	Account #	Account Description	Name	Memo	Amount
01/01/25	ACCT	01-2-02510-315-000	Accounting/Auditing Services	Probitas CPA's, LLC	Accounting Services	1,750.00
						<u>1,750.00</u>
01/13/25		01-2-02610-520-000	Insurance	EMC Insurance	Insurance Payment	10,940.20
						<u>10,940.20</u>
01/13/25		01-2-02570-291-000	Other Employee Benefits	Shickley Public School - Lunch Fund	Reimbursement for Adult Meals	630.40
						<u>630.40</u>
01/13/25		01-2-02710-626-000	Fuels	Wex Bank	Transportation Fuel	1,699.18
01/13/25		01-2-02712-626-000	Fuels	Wex Bank	Transportation Fuel - SPED	510.89
						<u>2,210.07</u>
01/13/25	37623	01-2-01100-610-000	General Supplies	5 Loaves Market & Bakery	General Food	92.73
01/13/25	37623	01-2-01190-610-002	General Supplies	5 Loaves Market & Bakery	Daycare Food	216.67
						<u>309.40</u>
01/13/25	37624	01-2-02730-431-000	Non-Technology Related Repairs & Maint.	74 Repair	Bus Repairs	969.92
						<u>969.92</u>
01/13/25	37625	01-2-01200-569-000	Tuition - Other	Boys Town - Father Flanagan's Boys Home	SPED Tuition	4,680.00
						<u>4,680.00</u>
01/13/25	37626	01-2-02680-410-000	Utility Services	Burton Enterprises	Trash Service	170.00
						<u>170.00</u>
01/13/25	37627	01-2-02230-650-000	Supplies - Technology Related	Computer Hardware	Mac Book Air	1,049.00
						<u>1,049.00</u>
01/13/25	37628	01-2-02510-315-000	Accounting/Auditing Services	Dana F. Cole & Company, LLP	Audit	3,100.00
						<u>3,100.00</u>
01/13/25	37629	01-2-02230-432-000	Technical Repairs and Maintenance	DAS State Accounting	Data Service	292.87
						<u>292.87</u>
01/13/25	37630	01-2-02610-610-000	General Supplies	Eakes Offices Solutions	Janitorial Supplies	323.43
						<u>323.43</u>
01/13/25	37631	01-2-02580-810-000	Dues and Fees	Educational Service Unit No. 6	Technology Hosted Services	73.43
01/13/25	37631	01-2-02230-432-002	Technical Repairs and Maintenance	Educational Service Unit No. 6	Technology Contracted Services	2,228.67
01/13/25	37631	01-2-06200-330-000	Employee Training & Developmental Services	Educational Service Unit No. 6	Professional Development Workshop Fee	50.00
01/13/25	37631	01-2-02213-330-001	Employee Training/Development	Educational Service Unit No. 6	Professional Development Workshop Fee	50.00

**Shickley Public Schools - General Fund
School - ESSA Bills**

January 1, 2025 - January 31, 2025

Date	Ref	Account #	Account Description	Name	Memo	Amount
01/13/25	37631	01-2-01200-561-001	Tuition - Other Districts in State	Educational Service Unit No. 6	SUCCESS	18,648.98
01/13/25	37631	01-2-01200-561-002	Tuition - Other in State	Educational Service Unit No. 6	SUCCESS	11,627.69
01/13/25	37631	01-2-02143-340-002	Other Professional Services	Educational Service Unit No. 6	Diagnostic/Psych Charges - Intermediate	726.61
01/13/25	37631	01-2-02142-340-002	Other Professional Services	Educational Service Unit No. 6	Diagnostic/Psych Charges - Age 3-5	726.61
01/13/25	37631	01-2-02141-340-002	Other Professional Services	Educational Service Unit No. 6	Diagnostic/Psych Charges - Elementary	726.61
01/13/25	37631	01-2-02141-340-001	Other Professional Services	Educational Service Unit No. 6	Diagnostic/Psych Charges - Junior High	726.61
01/13/25	37631	01-2-02141-340-001	Other Professional Services	Educational Service Unit No. 6	Diagnostic/Psych Charges - High School	726.61
01/13/25	37631	01-2-02151-340-002	Other Professional Services	Educational Service Unit No. 6	Hearing Resource Charge - Elementary	2,141.25
01/13/25	37631	01-2-01200-610-000	General Supplies	Educational Service Unit No. 6	Crave	40.00
						<u>38,493.07</u>
01/13/25	37632	01-2-01100-610-000	General Supplies	Ernie Williamson Music	Music Supplies	244.22
						<u>244.22</u>
01/13/25	37633	01-2-02610-340-000	Other Professional Services	Facility Advocates	Study Fee	15,500.00
						<u>15,500.00</u>
01/13/25	37634	01-2-01100-530-000	Communications	Fillmore County Clerk	Mailing Cost Post Cards	357.10
						<u>357.10</u>
01/13/25	37635	01-2-02190-340-000	Other Professional Services	Fillmore County Hospital	District - Contracted Services	2,500.00
						<u>2,500.00</u>
01/13/25	37636	01-2-02610-621-000	Utility Energy Services	Galyen Energy	Propane	5,253.45
01/13/25	37636	01-2-02710-626-000	Fuels	Galyen Energy	Diesel Fuel	93.73
01/13/25	37636	01-2-02620-610-000	General Supplies	Galyen Energy	Rent for Tanks	100.00
						<u>5,447.18</u>
01/13/25	37637	01-2-02161-340-002	Other Professional Services	GO Physical Therapy, LLC	OT Rehab Services - SPED - School Age - Elementary	1,554.94
01/13/25	37637	01-2-02161-340-001	Other Professional Services	GO Physical Therapy, LLC	OT Rehab Services - SPED - School Age - Secondary	525.00
01/13/25	37637	01-2-02173-340-002	Other Professional Services	GO Physical Therapy, LLC	PT Rehab Services - SPED - 0-2	37.50
01/13/25	37637	01-2-02171-340-002	Other Professional Services	GO Physical Therapy, LLC	PT Rehab Services - SPED - School Age - Elementary	365.22
01/13/25	37637	01-2-02151-340-001	Other Professional Services	GO Physical Therapy, LLC	SLP Rehab Services - SPED - School Age - Secondary	206.71
01/13/25	37637	01-2-02182-340-002	Other Professional Services	GO Physical Therapy, LLC	Vision Therapy Services - SPED - 3-5	36.54
01/13/25	37637	01-2-02181-340-002	Other Professional Services	GO Physical Therapy, LLC	Vision Therapy Services - SPED - School Age - Elementary	883.34
						<u>3,609.25</u>
01/13/25	37638	01-2-01100-550-000	Printing & Binding	Hometown Leasing	Copier Lease	1,630.42
						<u>1,630.42</u>
01/13/25	37639	01-2-02580-530-000	Communications	Intermedia	Telephone	56.51
						<u>56.51</u>

**Shickley Public Schools - General Fund
School - ESSA Bills**

January 1, 2025 - January 31, 2025

Date	Ref	Account #	Account Description	Name	Memo	Amount
01/13/25	37640	01-2-01100-640-001	Books & Periodicals	J.W. Pepper & Son, Inc.	Music	215.48
						<u>215.48</u>
01/13/25	37641	01-2-02610-350-000	Technical Services	Kelch Plumbing	Plumbing Repairs & Maintenance	899.85
						<u>899.85</u>
01/13/25	37642	01-2-02330-317-000	Contracted Legal Services	KSB School Law	Legal Services	108.00
						<u>108.00</u>
01/13/25	37643	01-2-01100-610-000	General Supplies	Matheson Tri-Gas, Inc.	Welding	423.12
						<u>423.12</u>
01/13/25	37644	01-2-02310-320-000	Professional Education Services	NASB	Legislature - Lincoln	115.00
						<u>115.00</u>
01/13/25	37645	01-2-02310-540-000	Advertising	Nebraska Signal	Board Proceedings	101.36
						<u>101.36</u>
01/13/25	37646	01-2-01100-643-000	Web/Cloud Base Software	Powerschool Group LLC	Rostering Connector Subscription	1,588.19
						<u>1,588.19</u>
01/13/25	37647	01-2-01100-610-000	General Supplies	Quill	Supplies	38.22
						<u>38.22</u>
01/13/25	37648	01-2-01100-382-001	Distance Education & Telecommunications	Rider Classroom Spanish, LLC	Spanish Courses	4,800.00
						<u>4,800.00</u>
01/13/25	37649	01-2-02620-610-000	General Supplies	Shickley Lumber Company	Tools	237.26
						<u>237.26</u>
01/13/25	37650	01-2-02310-643-000	Web/Cloud Based Software	SPARQ Data Solutions	Software Subscription	4,000.00
						<u>4,000.00</u>
01/13/25	37651	01-2-02710-340-000	Other Professional Services	Surnali LLC	Drug Testing - Annual	100.00
						<u>100.00</u>
01/13/25	37652	01-2-01100-530-000	Communications	Thayer County Clerk	Election Costs	100.00
						<u>100.00</u>
01/13/25	37653	01-2-02620-431-000	Non-Technology Related Repairs & Maint.	Trane U.S. Inc.	Kitchen Repairs	17,419.50
						<u>17,419.50</u>
01/13/25	37654	01-2-02230-432-000	Technical Repairs and Maintenance	Unite Private Networks	Internet	1,072.46
						<u>1,072.46</u>

**Shickley Public Schools - General Fund
School - ESSA Bills**

January 1, 2025 - January 31, 2025

Date	Ref	Account #	Account Description	Name	Memo	Amount
						<u>1,072.46</u>
01/13/25	37655	01-2-01100-610-000	General Supplies	US Bank	Supplies	3,969.68
01/13/25	37655	01-2-01100-641-002	Digital Instructional Materials	US Bank	Digital Instruction	94.08
01/13/25	37655	01-2-01190-610-002	General Supplies	US Bank	Daycare Supplies	76.48
01/13/25	37655	01-2-01100-640-001	Books & Periodicals	US Bank	Books	14.95
01/13/25	37655	01-2-06210-641-002	Digital Instructional Materials	US Bank	Title	127.92
01/13/25	37655	01-2-02710-610-000	General Supplies	US Bank	Vehicle Supplies	12.00
01/13/25	37655	01-2-02320-580-000	Travel	US Bank	Administration Travel	35.32
01/13/25	37655	01-2-02410-580-000	Travel	US Bank	Principal Travel	15.00
						<u>4,345.43</u>
01/13/25	37656	01-2-02680-410-001	Utility Services	Village of Shickley	Utilities - Secondary	1,143.10
01/13/25	37656	01-2-02680-410-002	Utility Services	Village of Shickley	Utilities - Elementary	1,865.05
01/13/25	37656	01-2-02680-410-001	Utility Services	Village of Shickley	Utilities - Greenhouse	206.93
01/13/25	37656	01-2-03300-621-000	Utility Energy Services	Village of Shickley	Utilities - Pool	170.40
						<u>3,385.48</u>
01/13/25	37657	01-2-03300-530-000	Communications	Windstream	Telephone - Pool	5.06
						<u>5.06</u>
01/13/25	37658	01-2-02680-490-000	Other Purchased Property Services	Woodward's Disposal Service	Document Disposal	30.00
						<u>30.00</u>
01/13/25	37659	01-2-02610-441-000	Rentals of Land & Buildings	WP Properties, LLC	Storage Rent	170.00
						<u>170.00</u>
01/13/25	37660	01-2-01100-610-000	General Supplies	Yandas Pro Audio	Instrument Repairs	38.69
						<u>38.69</u>

Transaction Totals

Total Debits 133,456.14

Transaction count = 42

Shickley Public Schools - Building Fund

School - ESSA Bills

January 1, 2025 - January 31, 2025

Date	Ref	Account #	Account Description	Name	Memo	Amount
01/13/25	1706	08-2-02610-734-000	Technology Related Hardware	Diode Technologies	Phones, Bells, Intercom	<u>67,160.39</u>
						<u>67,160.39</u>
01/13/25	1707	08-2-02620-720-000	Buildings	Facility Advocates	HVAC Upgrade Payment	<u>45,000.00</u>
						<u>45,000.00</u>

Transaction Totals

Total Debits 112,160.39

Transaction count = 2

Shickley Public Schools - Depreciation Fund

School - ESSA Bills

January 1, 2025 - January 31, 2025

Date	Ref	Account #	Account Description	Name	Memo	Amount
01/13/25	1022	02-2-02900-340-000	Other Professional Services	Facility Advocates	Mobilization of Energy Contract	<u>73,625.00</u>
						<u>73,625.00</u>

Transaction Totals

Total Debits 73,625.00

Transaction count = 1

**Shickley Public Schools - Lunch Fund
School - ESSA Bills**

January 1, 2025 - January 31, 2025

Date	Ref	Account #	Account Description	Name	Memo	Amount
01/13/25	7989	06-2-03100-630-000	Food	5 Loaves Market & Bakery	Food Supplies	89.97
						<u>89.97</u>
01/13/25	7990	06-2-03100-630-000	Food	Cashwa Distribution	Food Supplies	2,310.69
						<u>2,310.69</u>
01/13/25	7991	06-2-03100-630-000	Food	Hiland Dairy	Food Supplies	770.70
						<u>770.70</u>
01/13/25	7992	06-2-03100-110-000	Salaries - Non-Instructional	Shickley Public School - General Fund	Regular Wages	4,308.89
01/13/25	7992	06-2-03100-120-000	Temporary - Non-Instructional	Shickley Public School - General Fund	Temporary Wages	80.00
01/13/25	7992	06-2-03100-150-000	Additional Compensation - Non-Instructional	Shickley Public School - General Fund	PTO/Sick Pay	833.00
01/13/25	7992	06-2-03100-210-000	Group Insurance - Non-Instructional	Shickley Public School - General Fund	Health Insurance	807.40
01/13/25	7992	06-2-03100-220-000	Social Security - Non-Instructional	Shickley Public School - General Fund	FICA	393.94
01/13/25	7992	06-2-03100-230-000	Retirement - Non-Instructional	Shickley Public School - General Fund	Retirement	435.61
						<u>6,858.84</u>

Transaction Totals

Total Debits 10,030.20

Transaction count = 4

Payroll Summary Report

January 13, 2025

**Shickley Public Schools - General Fund
School - Payroll Cash Requirements**

January 17, 2025

Description	Amount	Total
Cash Required for Net Pay and Electronic Funds Transfer (EFT)		
Net Pay Distributions		
Net Direct Deposits	143,900.22	
Net Pay		143,900.22
<u>Employee Taxes</u>		
FICA-SS	11,828.46	
FICA-MED	2,766.34	
FIT	8,743.75	
Nebraska SIT	5,753.11	
<u>Employer Taxes</u>		
ERFICA-SS	11,828.46	
ERFICA-MED	2,766.34	
Taxes Total		43,686.46
Payroll Total		187,586.68
Cash Required for Balance of Payroll		
<u>Employee Deductions</u>		
DENTAL	751.53	
HSA	1,160.00	
125-HEALTH	1,423.81	
VISION	325.75	
LEGAL	215.50	
RETIREMENT	17,294.02	
PURCH OF SERV	346.94	
GARNISH	347.31	
DISABILITY	279.61	
WHOLE LIFE	223.32	
ACCIDENT - POST TAX	254.02	
ACCIDENT - PRE TAX	119.60	
<u>Employer Contributions</u>		
RETIREMENT	17,467.38	
HEALTH	40,876.91	
DENTAL	898.46	
HSA	22,368.76	
Payroll Total		104,352.92
Total Cash Required		291,939.60

**Shickley Public Schools - General Fund
School - Payroll Liabilities Paid**

January 1, 2025 - January 31, 2025

Date	Ref	Name	Account Description	Amount
01/09/25	37618	Ameritas	Medical/Dental Withholding	325.75
				<u>325.75</u>
01/09/25	37619	Blue Cross Blue Shield	Medical/Dental Withholding	42,526.90
				<u>42,526.90</u>
01/09/25	37620	Credit Management Services	Other Withholdings	347.31
				<u>347.31</u>
01/09/25	37621	First Concord Benefits Group	Dues & Fees	35.00
01/09/25	37621	First Concord Benefits Group	125 Plan Withholding	1,423.81
				<u>1,458.81</u>
01/09/25	37622	Pre-Paid Legal Services	Pre-Paid Legal Withholding	215.50
				<u>215.50</u>
01/13/25		Colonial Life	Other Withholdings	876.55
				<u>876.55</u>
01/17/25		Internal Revenue Service	FICA Withholding	29,189.60
01/17/25		Internal Revenue Service	Federal Withholding	8,743.75
				<u>37,933.35</u>
01/17/25		Nebraska Department of Revenue	State Withholding	5,753.11
				<u>5,753.11</u>
01/17/25		Heartland Bank	HSA Withholding	23,528.76
				<u>23,528.76</u>
01/17/25		Nebraska Public Employees Retirement	Retirement Withholding	35,108.34
				<u>35,108.34</u>

Transaction Totals

Total Debits 148,074.38

Transaction count = 10

Proposed Committee assignments for 2025

Shickley Board of Education

- Policy Review
 - Ambur Hinrichs
 - Megan Loy
 - Cassie Schlegel
- Negotiations
 - Ambur Hinrichs
 - Megan Loy
 - Cassie Schlegel
- American Civics and Curriculum
 - Ambur Hinrichs
 - Megan Loy
 - Cassie Schlegel
- Transportation, Facilities, Buildings, Grounds, and Pool
 - Jared Kemp
 - Wendell Nelson
 - Randy Noel
- BDS Committee
 - Jared Kemp
 - Wendell Nelson
 - Randy Noel
- Finance Committee
 - Jared Kemp
 - Randy Noel
 - Cassie Schlegel

ESSA NON-REGULATORY BUSINESS REQUIREMENTS

In accordance with the Every Student Succeeds Act (ESSA) and other federal programs, the District will conform to the procedures stated here.

1. Supplement not Supplant

The District may use Title I funds only to supplement and, to the extent practical, increase the level of funds that would, in the absence of Title I funds, be made available from non-Federal sources for the education of students participating in Title I programs. In no case may Title I funds be used to supplant--i.e., take the place of--funds from non-Federal sources.

2. Maintenance of Effort

The District shall maintain its fiscal effort related to ESSA programs at 90 percent of prior funding in compliance with the requirements of federal law.

3. Equitable Allocation

Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff assignments, curriculum materials, and instructional supplies shall be distributed to the schools so as to ensure equivalence of personnel and materials among them in compliance with the requirements of federal law.

4. Resources

The procurement of resources, including contracts and purchase or service agreements, related to ESSA programs shall be in accordance with the District's written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources that have been funded by Title I and IDEA, such as staff, materials and equipment, shall be used only for children participating in the program.

5. Maintenance of Records

All federal program records shall be kept for at least 5 years after the start date of the project.

6. Standards and Expectations

Students receiving services under Title I will be held to the same standards and expectations as all other students.

7. Identification of Eligible Children

The Superintendent and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.

Approved _____ Reviewed _____ Revised _____

8. Coordination of Services

Title I and IDEA services shall be coordinated and integrated with the regular classroom, with other agencies providing services and with other federal, state and local programs.

9. Assessments

Students receiving services in Title I are assessed with the regular population without accommodations.

10. Parents Right to Know

At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request the District to provide, in a timely manner, information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:

- A. Whether the student's teacher-
 - (i) has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
 - (ii) is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
 - (iii) is teaching in the field of discipline of the certification of the teacher.
- B. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

11. Testing Transparency

At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request the District to provide, in a timely manner, information regarding any State or District policy regarding student participation in any State or District assessments, including the District's policy or procedure on the parental right to opt the child out of such assessment(s) where applicable. The District shall make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District assessment, including:

- A. the subject matter assessed;
- B. the purpose for which the assessment is designed and used;
- C. the source of the requirement for the assessment;
- D. the amount of time students will spend taking the assessment, and the schedule for the assessment; and
- E. the time and format for disseminating results.

12. Parental Participation in Language Instruction Programs

At the beginning of each school year, if the District receives Title I funding, the District will implement an effective means of outreach to parents of English learners to inform the parents regarding:

- A. how the parents can be involved in the education of their children;
- B. be active participants in assisting their children to attain English proficiency;

- C. achieve at high levels within a well-rounded education; and
- D. meet the challenging State academic standards expected of all students.

The District will also inform parents of any English learner identified student of opportunities to participate in various school programs such as hearing and responding to parents' recommendations, to comply with ESSA.

13. Suspension and Debarment

The District will follow the provisions of Policy 706.07 Suspension and Debarment in all applicable programs using federal funds.

14. Authority to Sign Applications

The Superintendent or Superintendent's Designee is authorized to sign applications for ESSA formula grants on behalf of the District. The Superintendent shall follow Board policies in determining whether acceptance of such grant funds is appropriate to the District.

15. Compliance with Federal Programs

The Superintendent shall be responsible for District staff to take appropriate action as required by law for the District to maintain compliance with ESSA and specific grant programs under ESSA in which the District participates.

DISPOSAL OF PROPERTY UNDER FEDERAL GRANTS

Management of Inventory

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property including the Federal Award Identification Number (FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the district must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- (2) Except as provided in 2CFR 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the district or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the district to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- (3) The district may transfer title to the property to the Federal Government or to an

Approved _____ Reviewed _____ Revised _____

eligible third party provided that, in such cases, the district must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a district fails to take appropriate disposition actions, the Federal awarding agency may direct the district to take disposition actions.

Legal Reference: 2 C.F.R. §§ 200 et seq.
NDE State and Federal Grant Management Rqmnts and Guidance

Cross Reference: 904.02 Lease, Sale or Disposal of School District Property

FISCAL MANAGEMENT INTERNAL CONTROLS

The District will develop the necessary procedures to comply with the following fiscal management internal controls relating to oversight of all federal and state grant programs.

Equipment Management Requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until the District disposes of that equipment, to meet the following requirements of 2 CFR 200.313 and 2 CFR 200.33:

- 1) Maintain property records procedure and policies (include description, serial number or other identification number, source of funding, acquisition date, etc.);
- 2) Develop and maintain a physical inventory procedure to occur a minimum of every 2 years;
- 3) A Control System procedure to ensure adequate safeguards are in place;
- 4) Develop and implement adequate maintenance procedures for such equipment;
- 5) Develop and implement sales procedures for such equipment; and
- 6) Develop and implement disposition procedures for such equipment.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified below from 2 CFR 200.320;

- 1) A procedure for micro-purchases (Under 10,000);
- 2) A procedure for small purchases (10,000 to 250,000);
- 3) A procedure for sealed bids (using Lowest Bidder for over 250,000);
- 4) A procedure for competitive proposals (including showing why not sealed bids were not used for over 250,000); and
- 5) A procedure for noncompetitive bids (when sole sourced, must prove only source).

Record Retention: Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient in accordance with 2 CFR 200.333. Other records will be retained for a period of time as required by law.

Suspension and Debarment: The District may not subcontract with or award subgrants in any Federal assistance program to any person or company who is debarred or suspended and is required to check for excluded parties at the System for Award Management, SAM (formerly the Excluded Parties List System, EPLS) website before any procurement

Approved _____ Reviewed _____ Revised _____

transaction in accordance with 2 CFR 200.213 and Policy 706.07 Suspension and Debarment.

Financial Management: The District must develop and maintain financial management systems to account for federal funds, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. Such records must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award in accordance with 2 CFR 200.302. See also §200.450 Lobbying.

The financial management system of each non-Federal entity must provide for the following;

- 1) A procedure for identification of all Federal awards received and expended and the Federal programs under which they were received;
- 2) A procedure for accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with reporting requirements
- 3) A procedure to maintain records that identify adequately the source and application of funds for federally funded activities.
- 4) A procedure for maintaining effective control over, and accountability for, all funds, property, and other assets.
- 5) A procedure for comparing District expenditures with budget amounts for each federal award.
- 6) A procedure to ensure payments of federal funds are made in accordance with 2 CFR 200.305.
- 7) A procedure for determining the allowability of costs in accordance with 2 CFR 200.305 Subpart E-Cost Principals and the term and conditions of the Federal award.

Program Income: The District will follow the guidance of the Federal awarding agency in how it uses, applies and accounts for all income received under those programs as listed below in accordance with 2 CFR 200.307;

- 1) *Deduction.* Ordinarily program income must be deducted from total allowable costs to determine the net allowable costs
- 2) *Addition.* With prior approval of the Federal awarding agency program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award.

- 3) *Cost sharing or matching.* With prior approval of the Federal awarding agency, program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same.

Cost Sharing or Matching: For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching when such contributions meet all of the following criteria in accordance with 2 CFR 200.306 and a procedure must ensure these criteria are covered:

- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other Federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under 2 CFR 200.305 Subpart E—Cost Principles;
- 5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the Federal awarding agency; and
- 7) Conform to other provisions of the law, as applicable in the terms and conditions of the federal award.

Unexpected or Extraordinary Circumstances: For all Federal awards, If the District does not currently have in place a policy that addresses extraordinary circumstances such as those caused by COVID-19, the District may later amend or create a policy in order to put emergency contingencies in place for Federal and non-Federal similarly situated employees in accordance with 2 CFR 200 et seq. If the conditions exist for charges to be made to the Federal grant, charges may also be made to any non-Federal sources that are used by the District in order to meet a matching requirement. The District may develop a procedure to ensure that federal expenditures during the unexpected or extraordinary circumstance are allowable.

Compensation for personal services: (a) *General.* Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages, salaries, and fringe benefits in accordance with 2 CFR 200.430 and .431. Costs of compensation are allowable to the extent that they satisfy the following requirements;

- 1) Is reasonable for the services rendered and conforms to the established written policy and procedures of the District consistently applied to both Federal and non-Federal activities;

Compensation and fringe benefits: (a) Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries

and wages. Fringe benefits in accordance with 2 CFR 200.431 include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, District employee agreement, or an established policy of the District.

(b) *Leave*. The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- 1) They are provided under established written leave policies;

Standards for Documentation of Personnel Expenses: (1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed in accordance with 2 CFR 200.430. These records must:

- (i) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (ii) Be incorporated into the official records of the District;
- (iii) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
- (iv) Encompass both federally assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written policy;
- (v) Comply with the established accounting policies and practices of the District; and
- (vi) Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
- (vii) Budget estimates do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes, provided that:
 - (A) The system for establishing the estimates produces reasonable approximations of the activity actually performed;
 - (B) Significant changes in the corresponding work activity (as defined by the District's written policies) are identified and entered into the records in a timely manner. Short term (such as one or two months) fluctuation between workload categories need not be considered as long as the distribution of salaries and wages is reasonable over the longer term; and

- (C) The District's system of internal controls includes processes to review after-the-fact interim charges made to a Federal award based on budget estimates. All necessary adjustment must be made such that the final amount charged to the Federal award is accurate, allowable, and properly allocated.
- (2) In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.

DRAFT COPY

Date

To: Parents of Senior Students

Re: Senior Trip of 2025

From: Shickley Public School

Shandi Bettasso, Sponsor

The Shickley Board of Education has given approval for the Class of 2025 to make plans for a senior trip, scheduled for April to 9-11. Included in this permission are a number of stipulations that you, as a parent of a senior student, should be made aware of before the final plans for the trip are made. Included in the proposal presented to the senior students was a set of rules that all seniors must adhere to in order to go on the trip. The following is a list of those rules.

1. If any senior is suspended for any amount of time from school, that student is not eligible to go on the senior trip. This also includes in-school suspension.
2. Any senior who does not help in the money raising activities needed to support the senior trip, will not be able to go on the trip.
3. A senior's GRADUATION REQUIREMENTS must be in "GOOD STANDING" and all work finished, passed, and grade recorded at the time of departure. In other words, no failing grades and ATTENDANCE is in good standing for all classes.
4. All Shickley handbook rules are in effect and must be followed.
5. The final decision on the above rules as well as the final decision as to whether students go on the senior trip is left to administrative discretion.

A limited number of parents may be asked to serve as sponsors. All parents will have to PAY THEIR OWN WAY. All rules regarding the use of tobacco, alcohol, and drugs will apply to sponsors as well as the students. Sponsors will have assigned duties they will be required to fulfill. We will be staying at _____.

All rules applying to school (as outlined in the Student handbook) are applicable to students while they are on their senior trip. Use of tobacco, drugs, and alcohol will not be permitted. In the event such does occur, the student will be confined to their room except for the eating of meals; the student will not be able to participate in any other activities. Students guilty of not following the rules while on the senior trip are subject to five days of school suspension upon returning to Shickley.

Trip insurance policy will be added to cover all those who go on the trip. The cost of this policy will be paid using class funds. If the student has no family health insurance coverage it is recommended that it be purchased.

Even though this extra insurance will be added, information is still needed about the student's family medical insurance. Please provide the policy number and company name in the space provided. **NO SENIOR WILL BE PERMITTED TO GO IF THE INSURANCE INFORMATION AND PARENT SIGNATURE ARE NOT RECEIVED.**

By signing, you're also indicating that as parents you fully understand all rules pertaining to this trip and are aware of the consequences for your son/daughter if the rules are not followed. If you have any questions pertaining to the senior trip please contact the school.

Sincerely,

Greg Schroeder, Shickley School Principal

Kansas City Senior Sneak–April 9-11

Wednesday, April 9

- 8:00–Meet in School Lobby–Bag Check
- 8:30–Load Vehicles & Depart for KC
 - Stop in St. Joe–fast food lunch
- 2:00–Check in GWL
- 4:45–Depart for Royals Stadium
 - 6:40–Royals Game
 - Eat @ Game Concessions
- Return to GWL–Room check at Midnight

Thursday, April 10

- 10:00–Depart for Axe Throwing
- 12:30–Return to GWL
 - Lunch at GWL or....
- Afternoon–Hang out at GWL
- 6:00–Depart for Top Golf
- Return to GWL–Room check at Midnight

Friday, April 11

- 11:00–Check Out
- Legends & Bass Pro
 - Get Lunch
- 2:00–Depart for Shickley
- 7:00–Return to Shickley



ENERGY FINANCING CONTRACT

Between

**Shickley Public Schools
Stan Essink, Superintendent
Administration Office
104 E Murry Street
Shickley, NE 68436**

And

**Facility Advocates
3738 S. 149th Street
Suite 102
Omaha, NE 68144**

Contract # 241-179

December 13, 2024

Shickley Schools and Facility Advocates LLC**Facility Advocates Contract #241-179**

This Agreement (hereafter the "Agreement") is made and entered into as of this 13th of December 2024 between Facility Advocates LLC, (hereinafter "Facility Advocates") and Shickley Schools (hereinafter "Customer") for the purpose of furnishing certain services and work designed to improve the facility at the Premises (as defined below).

ARTICLE A - THE SERVICES AND COMPENSATION

Section 1.01. Contract Price. Subject to the terms and conditions hereof, as payment for Facility Advocates performance and furnishing of the Services (as defined below) at the Premises identified in Exhibit 3 hereto, Customer shall pay or cause to be paid to Facility Advocates, in accordance with the dates and amounts on Exhibit 1 pursuant to Section 1.04, the GMP sum of Two Hundred Ninety Four Thousand Five Hundred Dollars (\$294,500), which Contract Price includes all sales, consumer, use and similar taxes (excluding income taxes) for the Services which are legally enacted as of the date of this Agreement.

Section 1.02. The Services and Exclusions. No later than ***SUBSTANTIAL COMPLETION DATE***, Facility Advocates shall have designed and substantially completed installation of the equipment and performance of the work and services described in Exhibit 2 (hereinafter, collectively, the "Services"). Facility Advocates obligation hereunder is limited to the Services as defined herein. Included in the Services are any modifications or alterations to the Premises that may be required by operation of the Americans With Disabilities Act or any other law or building code(s).

Section 1.03. Construction Procedures and Changes to Services. Facility Advocates shall supervise and direct the Services using its best skill and attention. Facility Advocates shall have exclusive control over construction means, methods, techniques, sequences, and procedures. Facility Advocates shall at all times have the right to replace, delete or substantially alter any item of equipment or part of the Services, correct any work, or revise any procedures included in this Agreement, provided, however, that Facility Advocates shall obtain Customer's prior consent to substantial deviations from the original scope of Services, said consent not to be reasonably withheld or delayed.

Section 1.04. Payment Terms. Customer shall pay Facility Advocates or cause Facility Advocates to be paid for the Services as follows:

(a) **Initial Payment:** Upon execution hereof, 25% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and

(b) **Progress and Final Payments:** Facility Advocates will invoice in accordance with Exhibit 1 for all materials and equipment delivered to the Premises (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period. Customer agrees to pay Facility Advocates for all undisputed amounts within thirty (30) days of receipt of invoice, provided that goods and services have been accepted by Customer as hereinafter provided, less retainage of 5%. All amounts outstanding thirty (30) calendar days beyond the due date shall bear interest payable to Facility Advocates at the maximum allowable legal rate, retroactive to the due date.

Section 1.05. Substantial Completion and Final Completion.

Substantial Completion. When Facility Advocates considers that the Services, or a portion thereof, are substantially complete, Facility Advocates will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Facility Advocates shall inspect the Services (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Services are sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Facility Advocates shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Facility Advocates shall execute a Certificate of Substantial Completion in the form of Exhibit 4.a., setting forth the date of Substantial Completion and shall state the date by which Facility Advocates shall complete the items of work included on the punch list.

Final Completion. Upon Customer's receipt of written notice from Facility Advocates that the installation work included in the Services is ready for final inspection and acceptance, Customer and Facility Advocates shall inspect the installation work and determine whether the same has been performed in accordance with this Agreement. If Customer considers the installation work to have been performed in accordance with this Agreement, Customer shall issue a Certificate of Final Completion and Acceptance, substantially in the form attached hereto as Exhibit 4.b., to be executed by an authorized representative of Customer. In the event Facility Advocates presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Facility Advocates and does not provide to Facility Advocates written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

Section 1.06. Delays. If Facility Advocates is delayed in the commencement or completion of any part of the Services due to events beyond Facility Advocates control (including, but not limited to, fire, flood, labor disputes, unusual delays in deliveries, unavoidable casualties, abnormal adverse weather, and acts of God), or due to Customer's action(s) or failure to perform its obligations under this Agreement or to cooperate with Facility Advocates in the timely performance of the Services, then Facility Advocates will notify Customer in writing of the existence, extent of, and reason(s) for such delay(s). Facility Advocates and Customer may extend the contract time and/or increase the Contract Price by Change Order for such reasonable time and/or amount as they shall agree.

Section 1.07. Equipment Location and Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Facility Advocates and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Facility Advocates and acceptable to Customer, to install, adjust, inspect, and correct the installation work.

Facility Advocates access to correct any emergency condition shall not be restricted by Customer.

Section 1.08. Permits and Governmental Fees. Facility Advocates shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the installation work and which are legally required when bids from Facility Advocates subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments, and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Section 1.09. Utilities During Construction. At no cost to Facility Advocates, Customer shall provide and pay for water, heat, and utilities consumed by Facility Advocates during performance of the Services hereunder. Facility Advocates shall install and pay the cost of any temporary facilities not already in existence, which will be required during construction for accessing such water, heat, and utilities.

Section 1.10. Concealed or Unknown Conditions. In the performance of the installation work, if Facility Advocates encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the drawings or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the installation work, Facility Advocates shall notify Customer of such conditions as promptly as practicable, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Facility Advocates cost of, or time required for, performance of any part of the Services, Facility Advocates shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, Contract Time, or both, or Customer may terminate this Agreement by delivery of written notice declaring termination, effective immediately.

Section 1.11. Damage to Equipment; Casualty or Condemnation of Premises.

- (a) If any fire, flood, other casualty, or condemnation renders a majority of the Premises incapable of being occupied and the affected portion is not reconstructed or restored within ninety (90) days from the date of such casualty or condemnation, Facility Advocates may terminate this Agreement by delivery of a written notice to Customer, whereupon both parties shall have no further liability to each other, subject to Customer's obligation to pay to Facility Advocates for all parts of the Services, equipment and material furnished to the date of termination, including any specially manufactured or non-stock items, whether in production or delivered.
- (b) If any significant item of equipment is irreparably damaged, destroyed, or stolen by Customer, its employees, agents or invitees, and if Customer fails to repair or replace said item within a reasonable period of time, Facility Advocates may terminate this Agreement by delivery of a written notice to Customer, whereupon both parties shall have no further liability to each other, subject to Customer's obligation to pay to Facility Advocates for all parts of the Services, equipment and material furnished to the date of termination, including any specially manufactured or non-stock items, whether in production or delivered. Any such termination shall not be considered any Event of Default on the part of either party.

Section 1.12. Changes to the Services.

- (a) Customer, by written Change Order, may request that Facility Advocates perform work in addition to the Services. Facility Advocates shall be obligated to perform such additional work only pursuant to a Change Order agreed to and executed by Customer and Facility Advocates. The Change Order shall reflect the parties' agreement with respect to the scope of the additional work, the amount of any adjustment in the Contract Price, and the extent of any adjustment in the contract time.
- (b) If a Change Order provides for an adjustment to the Contract Price, such adjustment shall be based on one of the following methods:
- (1) a lump sum agreed to by Customer and Facility Advocates;
 - (2) unit prices set forth in this Agreement or subsequently agreed to; or
 - (3) cost of the work ordered plus a fee agreed to by the parties.
- (c) The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:
- (1) The reasonable and actual costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
 - (2) The reasonable and actual costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
 - (3) The reasonable and actual costs of renting machinery and equipment, except hand tools;
 - (4) The reasonable and actual premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
 - (5) The reasonable and actual additional costs of supervision and field office personnel directly attributable to the additional work.

Section 1.13. Adjustment to Contract Time. Facility Advocates shall be allowed an equitable adjustment in the Contract Time for performance of additional Work that increases the amount of time required to perform the Services.

ARTICLE 2 - CUSTOMER'S OBLIGATIONS

Section 2.01. Representations and Warranties of Customer. Customer hereby represents to Facility Advocates that:

- (a) Customer is the legal fee owner of the Premises and/or otherwise has all requisite authority to make the improvements to the Premises that will result from Facility Advocates performance of the Services;
- (b) Customer has provided Facility Advocates with all records heretofore requested by Facility Advocates and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects except as may be disclosed to Facility Advocates by Customer in writing;
- (c) Customer has disclosed in writing to Facility Advocates the existence and location of all known or suspected asbestos and other hazardous materials on the Premises; and Customer has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Customer is a governmental entity or instrumentality thereof, Customer has complied with all laws and regulations relative to bidding or procurement.

Section 2.02. Customer Default. Each of the following events or conditions shall constitute a default by Customer and shall give Facility Advocates the right to, without an election of remedies: (a) proceed pursuant to Section 7.01; and/or (b) terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Facility Advocates for all Services furnished to date, including any specially manufactured or non-stock items, whether in production or delivered, and any damages sustained by Facility Advocates, including anticipatory profits:

- (1) Any failure by Customer to pay or cause to be paid amounts due Facility Advocates more than thirty (30) days after the date of the invoice therefor;
- (2) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made;
- (3) Any default by Customer under any instrument or agreement related to the financing of all or any part of the Services or equipment hereunder;
- (4) Any failure by Customer to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for ten (10) days after written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such ten (10) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof; or
- (5) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, Customer shall become insolvent, make a general assignment for the benefit of creditors, or Customer shall fail to pay its debts as and when they become due.

Section 2.03 Termination.

(1) The Customer may terminate this Agreement in whole or part if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Customer shall notify Facility Advocates as soon as practicable if funds to meet the Customer's obligations become unavailable. The determination of the Customer as to the insufficiency of funds is conclusive.

(2) Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing.

(3) Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

(4) The Customer may terminate this Agreement, in whole or in part, by written notice to Facility Advocates and may regard Facility Advocates in default of this Agreement if Facility Advocates becomes:

- (a) Insolvent.
- (b) Makes a general assignment for the benefit of creditors.
- (c) Files a voluntary petition of bankruptcy.
- (d) Suffers or permits the appointment of a receiver for its business or assets.
- (e) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign.
- (f) Has wound up or liquidated, voluntarily or otherwise.

(5) The Customer may terminate this Agreement, in whole or in part, immediately, without notice, if Facility Advocates is debarred or suspended from performing services on any public contracts.

(6) The parties may terminate this Agreement without cause by mutual written consent.

(7) Upon the termination for any reason or expiration of this Agreement, Facility Advocates promptly must return to the Customer all papers, materials and other property of the Customer then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Customer.

ARTICLE 3 - INSURANCE

Section 3.01. Facility Advocates Liability Insurance. Facility Advocates shall purchase from and maintain, without interruption from the commencement of the Services until the date of final payment, a Commercial General Liability policy, Worker's Compensation and Employer's Liability policy and Commercial Automobile Liability policy, through a company or companies rated A VIII or better by A.M. Best Company.

COVERAGES

Workmen's Compensation Insurance or self-insurance, including Employers Liability – Statutory

Commercial General Liability Insurance Comprehensive Automobile Liability Insurance - \$5,000,000 Per Occurrence \$5,000,000 Aggregate

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions. Facility Advocates shall provide a certificate evidencing such coverage promptly upon Customer's request.

Section 3.02. Customer's Liability and Property Insurance.

(a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate.

(b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Contract Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible at its normal and customary amount from an insurer reasonably acceptable to Facility Advocates. Such property insurance shall include the interests of Customer, Facility Advocates, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Facility Advocates and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer.

(c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Facility Advocates shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Facility Advocates, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers.

Section 3.03. Customer's Loss of Use/Business Interruption Insurance. Customer may purchase and maintain insurance to protect against loss of use of Customer's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Customer acknowledges that Facility Advocates is not required to purchase or maintain such insurance against the loss of use of Customer's property or business interruption.

CUSTOMER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST FACILITY ADVOCATES AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF CUSTOMER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.

Section 3.04. Evidence of Insurance. Certificates of insurance acceptable to the Customer and to Facility Advocates shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Certificates shall clearly name the other party as an additional insured with an endorsement containing no restrictions or limitations on the policy that do not also apply to the named insured. Neither the procurement nor maintenance of any type of insurance by a party shall in any way be construed or deemed to limit, waive, or release a party from any of the obligations and risks of a party under this Agreement, or to be a limitation on the nature and extent of such obligations and risks.

ARTICLE 4 - HAZARDOUS MATERIALS**Section 4.01. Asbestos and Hazardous Materials.**

(a) Facility Advocates Services and other work in connection with this Agreement expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde, foam insulation, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), or any other substances, the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as the laws have been and may be amended and supplemented.

(b) Facility Advocates shall not be required to perform any identification, abatement, cleanup, control, or removal of Hazardous Materials. Customer warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit 2 (Scope of Services) or Exhibit 3 (Description of Premises), there are no Hazardous Materials on the Premises that will in any way affect Facility Advocates Services and Customer has disclosed to Facility Advocates the existence and location of any Hazardous Materials in all areas within which Facility Advocates will be performing any part of the Services. The existence or location of any Hazardous Materials that have been so disclosed by Customer to Facility Advocates shall be the responsibility of Customer.

Should Facility Advocates become aware of or suspect the presence of Hazardous Materials, Facility Advocates shall have the right to immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Facility Advocates shall be required to resume performance of the Services in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, Facility Advocates may terminate this Agreement and Customer shall be liable to Facility Advocates for the Services completed to date of termination and anticipatory profits. Customer shall compensate Facility Advocates for any additional costs incurred by Facility Advocates as a result of work stoppage, including demobilization and remobilization. Under no circumstances shall Facility Advocates be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Premises for the presence of Hazardous Materials. In addition to any other indemnity obligation of Customer to Facility Advocates, Customer will indemnify, defend, and hold harmless Facility Advocates, its officers, directors, beneficiaries, shareholders, partners, agents, and employees (collectively referred to as "Facility Advocates" for purposes of this Article 4) from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release or disposal of Hazardous Materials that occurs while Facility Advocates is performing in connection with this Agreement or the Maintenance Agreement, or from Customer's failure to provide all information, make all submissions, and take all steps required by all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect.

ARTICLE 5 - INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 5.01. Indemnification. To the maximum extent permitted by law, Facility Advocates and Customer shall indemnify and hold each other harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to tangible physical property of the other, to the extent arising out of or resulting from the negligence of their respective employees or other authorized agents in connection with the Premises.

However, neither party shall indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions which occurred prior to expiration or termination.

ARTICLE 6 - WARRANTY

Section 6.01. Workmanship and Equipment Warranty. Facility Advocates warrants that, for a period of one year from the date of Substantial Completion (the "Warranty Period"), Facility Advocates-manufactured equipment installed hereunder and the installation work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Facility Advocates catalogs and bulletins. Facility Advocates obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. For Facility Advocates-manufactured equipment not installed by Facility Advocates the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. Equipment and/or parts that are not manufactured by Facility Advocates are not warranted by Facility Advocates and have such warranties as may be extended by the respective manufacturer. If such defect in Facility Advocates-manufactured equipment or the installation work is discovered within the Warranty Period, Facility Advocates will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said Facility Advocates-manufactured equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. Facility Advocates warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Facility Advocates, improper operation, or normal wear and tear under normal usage. Facility Advocates shall not be obligated to pay for the cost of lost refrigerant.

Facility Advocates warrants that its services or goods or both fit the Customer's need or purpose. Facility Advocates shall not disclaim these warranties.

ARTICLE 7 - GENERAL PROVISIONS

Section 7.01. Notices and Changes of Address. All notices to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to Facility Advocates: Facility Advocates
Attn. David Raymond 3738 S. 149th Street Suite 102
Omaha, NE 68144

If to Customer: Shickley Schools
Attn. Stan Essink, Supt.
104 Murry Street
Shickley, NE 68436

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise

delivered. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails. Notices sent by fax or e-mail shall require tangible confirmation of receipt from the person to whom addressed.

Section 7.02. Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Facility Advocates. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns. Facility Advocates shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of Customer.

Section 7.03. Applicable Law and Jurisdiction. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Services are to be performed. The parties hereby submit to the personal jurisdiction of the courts of the state and of the United States District Court in such state in which the Services are to be performed and to being sued in such jurisdiction.

Section 7.04. Term of Agreement. The term ("Term") of this Agreement shall commence as of the date first written above and shall end upon final completion of the Services, provided, however, that the warranty obligation set forth in Article 6 shall survive expiration of the Term.

Section 7.05. Complete Agreement. This Agreement and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Agreement between both parties regarding the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

Section 7.06. Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Section 7.07. Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit 1:	Payment Schedule
Exhibit 2:	Scope of Services
Exhibit 3:	Description of Premises
Exhibit 4:	Energy Baseline Information
Exhibit 5.a:	Certificate of Substantial Completion
Exhibit 5.b:	Certificate of Final Completion and Acceptance

Section 7.08. Force Majeure. Facility Advocates shall not be considered to be in default hereunder when a failure of performance is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause beyond the control of Facility Advocates. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, labor or material shortages, or sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of Facility Advocates. If Facility Advocates is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure, it shall give prompt written notice of such fact to Customer and Facility Advocates obligations shall be suspended until removal of the Event of Force Majeure.

Section 7.09. Signatures in Counterpart. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A facsimile copy hereof shall suffice as an original.

Section 7.10. Severability. If any term or conditions of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

Section 7.11. Bonds. To secure the faithful performance of the Work and to satisfy all of Facility Advocates' payment obligations arising hereunder, Facility Advocates may provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. Facility Advocates may provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company. In no event shall the Performance and Payment bonds cover any energy savings guarantees. Additionally, the bonds shall not cover any warranties beyond one year from completion of the installation. Customer may wave the need for such bonds if cost prohibitive as the cost is currently not included.

Section 7.12. U.S. Government Work. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Facility Advocates will have no obligations to Customer unless and until Customer provides Facility Advocates with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Facility Advocates of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Facility Advocates prior to providing any government official any information about Facility Advocates performance of the work that is the subject of this offer or agreement, other than this written offer or agreement.

Section 7.13. Drug/Alcohol/Tobacco/Weapons Free Work Place. Facility Advocates and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. Facility Advocates and all Subcontractors, if any, shall not possess any weapons, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. Facility Advocates and all Subcontractors, if any, also shall adhere to all Customer's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. Customer may suspend or terminate Facility Advocates, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

Section 7.14. Nondiscrimination. Facility Advocates and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

Section 7.15. Employment Eligibility Verification. Facility Advocates shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If Facility Advocates employs or contracts with any subcontractor in connection with this Agreement, Facility

Advocates shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Section 7.16. Fair Labor Standards. Pursuant to Neb. Rev. Stat. § 73-102, Facility Advocates certifies that it is complying with, and will continue complying with, fair labor standards in the pursuit of its business and in the execution of this Agreement. For the purposes of this section, fair labor standards means a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the Facility Advocates in the same business or field of endeavor as Facility Advocates.

Section 7.17. Unemployment Compensation. Facility Advocates shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by Neb. Rev. Stat. § 48-657.

Section 7.18. Injury or Damage. If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.

Section 7.19. Subcontractors. Facility Advocates shall not subcontract services or any part of this Agreement without the prior written consent of Customer.

Section 7.20. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.

Section 7.21. Badging, Identification, and Other Rules. When present on Customer's property, the Facility Advocates and its employees and subcontractor or anyone directly or indirectly employed by or representing any of them, shall

- (1) wear company identification;
- (2) carry photo identification;
- (3) not smoke or otherwise use tobacco;
- (4) not use, or be under the influence of, alcohol or drugs;
- (5) not carry a firearm or other weapon; and
- (6) comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

Section 7.20. Background Checks. Facility Advocates shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Customer. Customer will determine if the person is authorized to provide services, in accordance with state, federal and local policy.



IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

Facility Advocates LLC

Shickley Schools

By: _____
(Signature)

By: Stan Essink
(Signature)

(Printed Name)

Stan Essink
(Printed Name)

Title: _____

Title: Superintendent

Date: _____

Date: 12-14-24

Facility Advocates state contractor's registration certificate # 17208-21

EXHIBIT 1
Payment Schedule

Customer will make payments at the times and in the amounts set forth in the following schedule:

<i>Milestone</i>	<i>Payment Due</i>
January 15th , 2025- Mobilization Upon Execution of Agreement by Customer	\$ 73,625
February 1 st , 2025- Monthly Payment	\$ 45,000
June 1 st , 2025- Monthly Payment	\$ 45,000
July 1 st , 2025- Monthly Payment	\$ 50,000
August 1st, 2025- Substantial Complete Payment	\$58,788
September 1st, 2025- Final Payment	\$22,087
Total Contract	\$294,500

EXHIBIT 2
Scope of Services

The Services are defined as the following:

Multi-story building:

Mechanical Scope:

Provide and install eight (8) propane horizontal furnaces with DX coils.

Includes removing portions of ceiling to install furnaces, ductwork, propane fuel lines, exhaust and intake piping and condensate drains.

Ceiling in teachers work room/lounge the entire ceiling will be lowered by one foot to allow for furnace and ductwork installation.

Install room thermostats per furnace.

Electrical Scope:

Provide breakers, conduits, and wire for all (8) furnaces.

Provide and install for conduit and junction box for (8) thermostats.

Elementary 1st floor East wing:

Provide and install electrical panel for new ceiling panel heating fixtures.

Provide and install conduits, junction boxes, wire, thermostats, and relay for ceiling panel controls.

Exclusions – Items not included

- Sales tax.
- Overtime costs.
- Complete roof replacement.
- Asbestos, lead paint, or mold testing, removal, or abatement.
- Performance and / or payment bond.
- Fire sprinkler systems, standpipes and associated devices.
- Temporary Heat, AC, or Ventilation during system replacements.
- Temporary Sanitary systems.
- Structural Steel modifications to support new equipment.
- Additional items of work or equipment added by Owner not originally included in the above scope of work.



EXHIBIT 3
Description of Premises

The Premises are described as follows:

Shickley Public Schools
104 E Murry Street
Shickley, NE 68436

EXHIBIT 4
Energy Baseline Information

EXHIBIT 4 – Energy Baseline Information

Agreement. This agreement is an Energy Financing Contract, as defined in State Statute 66-1062.

Section 2.00. Statutory Requirements per State Statute 66-1062 to 66-1066.

- This Energy Financing Contract contains a Lease Purchase type agreement.
- If required a Nebraska-licensed professional engineers will provide design and construction phase services for projects that are regulated under the Nebraska Engineers and Architects Regulation Act.
- Energy Star® Statement of Energy Performance shall be used as a baseline for energy savings. Operational or capital savings or revenue enhancements may be included
- Estimated useful life of the energy conservation measures is, 20 years.
- Payments on the contract are to be made over time, within a period not to exceed thirty years after the date of the installation of the energy conservation measures provided for under the contract
- Facility Advocates is not providing the financing, and is not charging interest.
- This is a Lease Purchase type agreement, therefore energy savings bonding requirements are satisfied.

Section 3.00. Energy Baseline. Per State Statue 66-1062 – Energy Savings 3rd Party Energy Savings Review Document (Energy Star® Statement of Energy Performance) is on file.



EXHIBIT 5.a.
Certificate of Substantial Completion

Certificate of Substantial Completion

Shickley Schools Facility Advocates
Contract #241-179 Date Certificate
Submitted to Customer:

The Services performed pursuant to the Turnkey Agreement (“Agreement”), by and between Facility Advocates LLC (“Facility Advocates”), and Shickley Schools (“Customer”), dated as of August 1st, 2025, have been inspected by Customer, have been determined to be substantially complete and Customer accepts the same in accordance with the terms of the Agreement.

The Date of Substantial Completion is:

Punchlist items are listed on the attached, together with the date such items are to be completed.

The Warranty Period, pursuant to Article 6 of the Agreement, commences as of the date of Substantial Completion or the earlier dates stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

Facility Advocates LLC

Shickley Schools

By: _____
(Signature)

(Printed Name)

By: _____
(Signature)

(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____



**EXHIBIT 5.b.
Certificate of Final Completion**

Certificate of Final Completion and Acceptance

**Shickley Schools Facility Advocates
Contract # 241-179 Date Certificate
Submitted to Customer:**

The Services performed pursuant to the Turnkey Agreement (the "Agreement"), by and between Shickley Schools ("Customer") and Facility Advocates LLC, dated as of September 1st, 2025, has been inspected by the undersigned Customer and have been determined to be finally complete.

The Date of Final Completion and Acceptance is hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

Facility Advocates LLC

Shickley Schools

By: _____
(Signature)

(Printed Name)

By: _____
(Signature)

(Printed Name)

Title: _____

Title: _____

Date: _____

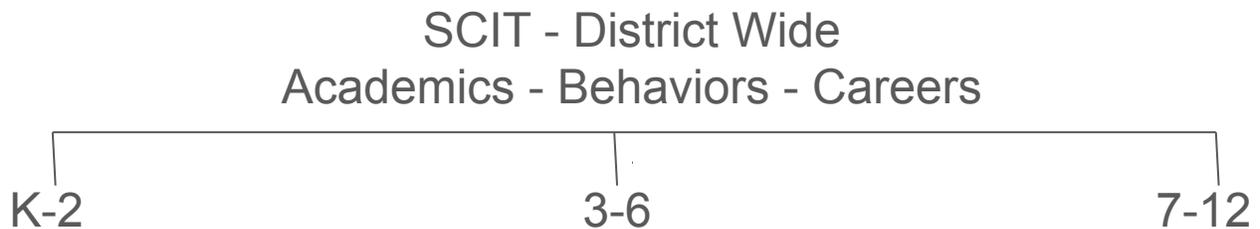
Date: _____

Shickley Continuous Improvement Team (SCIT)

Purpose: District wide committee for progress and problem solving in academics, behavior, and careers

Team Members: Greg Schroeder, Merissa Zajic, Gwen Schultz, Shandi Bettasso, Amanda Menke, Rachael Stengel, Bethany Neuhart, Megan Erickson

- Representation across grade levels and disciplines
- Expertise in multiple fields
- Concurrent with grade level (group) collaborative meetings
 - Promotes relevant information flow to appropriate groups
- Consistent time to meet within a weekly schedule.
- Promotes Leadership Capacity within staff members



The SCIT team and collaborative structure allows the SCIT team to look at the big picture. The collaborative teams are able to solve problems for their age and grade level. This promotes better age level appropriateness instead of one size fits all approach while staying within the same idea and concept school wide.



Example of PK

EXPECTED CLASSROOM BEHAVIORS

Be Safe	Be Respectful	Be Responsible	Be Resourceful
<ul style="list-style-type: none"> •Walk with a purpose •Hands to self •Use tools appropriately 	<ul style="list-style-type: none"> •Use your manners •Follow adult instruction •Use kind words •Help others 	<ul style="list-style-type: none"> •Listen to others •Be prepared •Use tools appropriately •Be organized 	<ul style="list-style-type: none"> •Use your time wisely •Be a problem solver •Use only what you need

Mrs. LaFrenz's Classroom Routines

Expectation	Routine
	Safe: Walking Feet
	Safe: Using Nice Hands
	Respectful: Share and Take Turns
	Respectful: Play with everyone
	Responsible: Have Listening Ears On
	Responsible: Keeping our classroom clean
	Resourceful: Using our words to solve our problems
	Resourceful :Trying Our Best!



Example of K - 2

Expected Classroom Behaviors

Be Safe	Be Respectful	Be Responsible	Be Resourceful
<ul style="list-style-type: none"> • Walk with a purpose • Hands to self • Use tools appropriately 	<ul style="list-style-type: none"> • Use your manners • Follow adult instruction • Use kind words • Help others 	<ul style="list-style-type: none"> • Listen to others • Be prepared • Use tools appropriately • Be organized 	<ul style="list-style-type: none"> • Use your time wisely • Be a problem solver • Use only what you need

Mrs. Mosier's Classroom Routines

Expectation	Routine
	Safe: Walk and use a hug and bubble
	Safe: Four legs on the floor
	Respectful: Be quiet when others are talking
	Respectful: Use your manners
	Responsible: Listen to the adult
	Responsible: Do your best on your work
	Resourceful: Solve your own problems
	Resourceful: Ask questions when you don't understand

Example of 3-6

Expected Classroom Behaviors

Be Safe	Be Respectful	Be Responsible	Be Resourceful
<ul style="list-style-type: none"> ● Keep your hands to yourself ● Walk with purpose 	<ul style="list-style-type: none"> ● Treat others the way you want to be treated ● Use kind words and actions 	<ul style="list-style-type: none"> ● Be prepared and organized. ● Complete timely work ● Take care of school property 	<ul style="list-style-type: none"> ● Problem Solve using Second Step Process ● Use free time appropriately and wisely

Mrs. Dickson's Classroom Routines

Expectation	Routine
Be Safe	<ul style="list-style-type: none"> ● Use supplies correctly ● Use furniture appropriately
Be Respectful	<ul style="list-style-type: none"> ● Speak with good purpose ● Actively listen to the speaker ● Raise your hand
Be Responsible	<ul style="list-style-type: none"> ● Follow directions ● Give your best effort ● Take ownership for mistakes ● Clean up after yourself
Be Resourceful	<ul style="list-style-type: none"> ● Let your failures lead to your success ● Use your own smart brain first, then seek help if needed ● Use the tools available in the room

Be Safe	Be Respectful	Be Responsible	Be Resourceful
<ul style="list-style-type: none"> ● Respect personal space and property 	<ul style="list-style-type: none"> ● Care for each other's belongings and space ● Use kind words towards others 	<ul style="list-style-type: none"> ● Complete high quality work on time ● Come to class prepared 	<ul style="list-style-type: none"> ● Use time, materials, and technology efficiently

Classroom Routines

Routine	Expectations
Starting the class	First five minutes: <ul style="list-style-type: none"> ● Enter calmly & quietly ● Take care of personal needs (bathroom, water, etc.) ● Get supplies & materials ready ● Complete bell ringer/warm up activity
Working Independently	<ul style="list-style-type: none"> ● Stay focused & on task ● If questions arise, raise hand & wait patiently for help
Asking for Help	<ul style="list-style-type: none"> ● Be resourceful first ● Ask a specific question (focused on task—more than “I need help”)
Completing & Returning	<ul style="list-style-type: none"> ● Check Schoology or E-mail teachers for homework