



**Meeting the challenge, Exceeding expectations  
and Continuing our legacy of excellence**

**Board of Education Regular Meeting**

Tuesday, May 12, 2020 6:00 PM

Conference Room

520 East 9th Street

Imperial, NE 69033

**Agenda**

- I. CALL MEETING TO ORDER
- II. APPROVAL OF AGENDA AND CHANGES TO AGENDA
- III. APPROVAL OF MINUTES
- IV. APPROVAL OF FINANCIAL REPORT
- V. PUBLIC COMMENT
- VI. INFORMATION AND PROPOSALS
  1. ACTIVITY DIRECTOR'S REPORT
  2. PRINCIPALS' REPORT
  3. SUPERINTENDENT'S REPORT
  4. BOARD COMMITTEE REPORT
- VII. ACTION ITEMS
- VIII. DISCUSSION ITEMS
- IX. ADJOURN

# Nebraska Open Meetings Act

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

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.

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 81-15,135 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) Videconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

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.

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

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. 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 (a) twenty-four hours before the scheduled commencement of the meeting or (b) 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 meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videconferencing or, in the case of the Judicial Resources Commission, in those cases specified in section 24-1204, by telephone conference, if: (a) Reasonable advance publicized notice is given; (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recording by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videconferencing or telephone conferencing was not used; (c) At least one copy of all documents being considered is available to the public at each site of the videconferencing or telephone conference; (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videconferencing or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and (e) (i) Except as provided in subdivision (2)(c)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videconferencing or telephone conference; or (ii) 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, such organization holds at least one meeting each calendar year that is not by videconferencing or telephone conferencing. Videconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if: (a) The territory represented by the educational service unit, member educational service unit, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county; (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section; (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, entity or pool or at a place which will accommodate the anticipated audience; (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recording by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used; (e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call; (f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; (g) The telephone conference call lasts no more than five hours; and (h) No more than one-half of the board's, council's, governing body's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that: (i) 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 telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videconferencing; and (ii) 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 may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videconferencing or telephone conference call. Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified Daily Documentation 1st Quarter in the public notice. Telephone conference calls, 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 means of electronic or telecommunication equipment. 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 other than a member of the public body to appear before the public body by means of video or telecommunication equipment.

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, 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. 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 may require any member of the public desiring to address the body to identify himself or herself.

(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 a telephone conference call 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; (f) Reasonable arrangements are made to provide viewing at other in-state locations for a videconferencing meeting if requested fourteen days in advance and if economically and reasonably available in the area; and (g) 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) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the in-state location for a telephone conference call or videconferencing, 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. 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.

84-1413. Meetings; minutes; roll call vote; secret ballot; 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.

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 act.

(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.

Revised 6-3-19



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## **Board of Education Regular Meeting**

Tuesday, April 14, 2020 6:00 PM

Conference Room

520 East 9th Street

Imperial, NE 69033

### **I. CALL MEETING TO ORDER**

President Olsen called the meeting to order at 6:00 P.M.

### **II. APPROVAL OF AGENDA AND CHANGES TO AGENDA**

Motion to approve the agenda as presented Passed with a motion by Karl Meeske and a second by Willy O'Neil. Cindy Arterburn: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

### **III. APPROVAL OF MINUTES**

Motion to approve the minutes as presented Passed with a motion by Sheila Stromberger and a second by Cindy Arterburn. Cindy Arterburn: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

### **IV. APPROVAL OF FINANCIAL REPORT**

Motion to approve the financial report as presented in the amount of \$658,524.36 Passed with a motion by Karl Meeske and a second by Willy O'Neil. Cindy Arterburn: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

### **V. PUBLIC COMMENT**

Brandi Dannatt commented that she was happy to see new smart boards on the agenda, especially for the elementary as she felt they were much needed.

### **VI. INFORMATION AND PROPOSALS**

#### **VI.1. ACTIVITY DIRECTOR'S REPORT**

AD Hauxwell began his report noting NSAA Sports Medicine Advisory Board has made changes to the annual requirements of sports physicals for the 2020-2021 school year. The NSAA SMAC unanimously recommended to the NSAA Board that PPE's for the 2019-2020 school year be accepted for the 2020-2021 school year. This would be a one year exception only and would not include incoming freshman. Incoming freshman are still required to have PPE paperwork that is dated no later than May 1, 2020. The requirement for students entering 7th grade to have a physical examination is Nebraska State Education Law. However the current 7th graders who will be entering 8th grade can use their PPE's from the 2019-2020 school year. Hauxwell ended his report noting that the Longhorn and Shorthorn gym floors will be done and Armando Villarreal will touch up the longhorn painting in the Longhorn gym. Hauxwell is still finishing up filling open coaching assignments with JH volleyball and HS volleyball being his biggest concern at this time.

## **VI.2. PRINCIPALS' REPORT**

Principal Lechtenberg began his report noting the unique remote learning situation we are currently in. The 7-12th students were surveyed and could request online materials, printed materials, or both printed and online. Teachers had enrichment materials online and available for pick up on April 1st, and will have them again on the 15th and the 29th of April. Teachers are using Zoom to meet at least once/week with their classes and many are using Schoology to post and collect digital assignments. Students will be coming to the school and cleaning out their lockers and turning in electronic devices, books and other school issued items. He noted that the graduation ceremony scheduled for May 9th will not be conducted as in the past due to COVID-19 restrictions. The school has worked with seniors to get pictures taken to create a video so that they will have it in case we are limited to a digital ceremony. Administrative team met with seniors and senior parents two weeks ago and are scheduling a meeting with senior class officers and student council to discuss options. The last official day for seniors will be May 6th. Lechtenberg mentioned that Mr. Herbert sent out course registration information with current 8-11 students last week and hosted a couple Zoom meetings for students and parents to help them through the registration process. Lechtenberg ended his report with anticipated numbers of classroom teachers K-12 for the 2020-2021 school year.

Principal Odens began her report discussing the breakfast and lunch program, stating Chase County Schools is currently feeding close to 300 children every day of the week. Previously there were different teachers and volunteers to help throughout the weeks. However, volunteers that can commit to helping everyday are making the meals. Odens is also hopeful that Kindergarten Roundup will happen at some point before school starts in the fall. She noted anticipated numbers of students for each class for the 2020-2021 school year. Odens ended her report stating she had completed all of her teacher evaluations for the year

## **VI.3. SUPERINTENDENT'S REPORT**

Supt. Lambert wanted to clarify more details on the senior graduation ceremony. He explained that Gov. Rickett's cancelled a traditional graduation ceremony due to COVID19 social gathering restrictions, which for CCS would have been May 9th. He spoke to several schools who want to wait until July to do a ceremony, toughest part about moving to July is that not all seniors will be able to participate as some will be leaving for the military etc. He is hoping to find a good way to celebrate these seniors despite the COVID-19 restrictions. Lambert stated that the 2020-2021 class schedule is being worked on & that a meeting will be set up with Infinite Campus for schedule and options for teachers and students to get registered. Teacher contracts were mailed out and due back by May 1st. Classified staff contracts will also go out this week. Supt. Lambert ended his report with the food preparation for meals for students. Blanca Acuna, Sarah Morse, Angie Dickey, Cathy Hanna and Sheryl Curtis along with Lunchtime personnel Kristin Pump and Tammy Siverson were thanked for stepping up and being the ones to do the daily prep of all meals.

## **VI.4. BOARD COMMITTEE REPORT**

Pres. Olsen asked for updates on the door project. It was noted that the front building doors are completed and the new installations of doors will continue around the school building. Supt. Lambert stated that Dallas Baney would be checking with contractors to see where they were at with installation of window between walking track and weight room.

## **VII. ACTION ITEMS**

**Motion to approve 2020 list of proposed graduates.** Passed with a motion by Karl Meeske and a second by Willy O'Neil. Cindy Arterburn: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**Discuss/Motion to approve the summer 2020 driver's education fee of \$180.** Passed with a motion by Willy O'Neil and a second by Josh Fries. Cindy Arterburn: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**Discuss/Motion to approve 11 smart boards to replace 11 smart boards that are not working, falling apart and outdated. (\$37,070.00)** Passed with a motion by Willy O'Neil and a second by Cindy Arterburn. Cindy Arterburn: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**Discuss/Motion to hire Mike Sorsensen to fill the 7-12 Principal opening for the 2020-21.** Passed with a motion by Willy O'Neil and a second by Steve Wallin. Cindy Arterburn: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**Discuss/Motion to hire Jeff Einspahr to fill the Technology opening for the 2020-21.** Passed with a motion by Sheila Stromberger and a second by Karl Meeske. Cindy Arterburn: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

## **VIII. DISCUSSION ITEMS**

**Discuss/motion on Senior Class of 2020 the ability to purchase their computer for a set price.**

Board discussed having the technology committee meet and access what computers will need to be replaced in order to get a better inventory of what students will be needing technology wise for the 2020-2021 school year, before deciding if seniors will be able to buy their current computers.

## **IX. ADJOURN**

President Olsen adjourned the meeting at 7:00 P.M.

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Board President

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Board Secretary

Vendor_Name	Description	Amount
21st Century Equipment	Parts	\$ 280.23
5th St. Storage	1 yr rent 4/1/20-3/31/21 Unit #26	\$ 798.00
A T & T	LD Services 3/17-4/12	\$ 93.55
Affiliated Benefits	April FSA/HSA Administration fee	\$ 505.50
Beth Bonne	Reimbursement for school lunches	\$ 23.40
Black Hills Energy	1110 Shorthorn gas usage 3/9-4/7/20	\$ 300.67
Black Hills Energy	505 E 9th gas usage 3/9-4/7	\$ 295.15
Black Hills Energy	520 E 9th gas usage 3/9/20-4/7/20	\$ 1,773.19
Bomgaars	mender, hose, trimmer, hedge cradles	\$ 110.53
Brophy Electric	Bulbs (150)	\$ 501.38
Carrie Waide	Reimbursement for school lunches	\$ 4.55
Chase County Community Facilities Agency	2020 Bond payment for Interlocal Pool Project	\$ 2,860.00
Chase County Hospital	OT (BW) 2/1/20	\$ 66.00
City Of Imperial	520 East 9th electric usage 3/31-4/30	\$ 8,443.37
City Of Imperial	520 East 9th water/sewer usage 3/31-4/30	\$ 2,258.00
City Of Imperial	New Bus Barn 3/19-4/20	\$ 42.90
City Of Imperial	New Bus Barn electric usage 3/19-4/20	\$ 240.38
City Of Imperial	New Track Electricity usage 3/19-4/20	\$ 50.49
City Of Imperial	New Track water usage 3/19-4/20	\$ 253.45
City Of Imperial	Water meter East Parking lot 3/19-4/20	\$ 20.55
Cornhusker Cleaning Systems	super scent pads	\$ 28.05
Culligan	repair work on softener	\$ 119.25
Culligan	softner and delivery charges	\$ 29.55
Dannatt, Brandi	Refund on Lunch Account	\$ 388.15
Deb Kohl	Reimbursement school lunches	\$ 23.68
Decker Equipment	Maintenance supplies	\$ 246.34
Devin Dreiling	Reimbursement for Lunches	\$ 72.05
DJ Dannar	Reimbursement for school lunches	\$ 121.60
Eakes Office Plus	antibacterial soap, refill/colrox wipes	\$ 140.92
Eakes Office Solutions	soap refills, clorox wipes	\$ 10.02
Eakes Office Solutions	trash bags	\$ 90.40
Electronic Systems, Inc	Fire Alarm Inspection	\$ 90.00
ESU #15	Federal Services - IDEA Enrollment/Poverty (611)-S	\$ 429.42
ESU #15	Federal Services - IDEA Enrollment/Poverty (611)-S	\$ 610.67
ESU #15	Federal Services - IDEA Enrollment/Poverty (611)-S	\$ 2,260.67
ESU #15	Federal Services - IDEA Part B (611) Base Allocati	\$ 7,573.17
ESU #15	Federal Services - IDEA Preschool (619) Base Alloc	\$ 429.42
ESU #15	Federal Services - IDEA Preschool (619) Base Alloc	\$ 2,260.67
ESU #15	OT ESU - School Age	\$ 2,916.92
ESU #15	Psych ESU - School Age	\$ 6,735.67
ESU #15	SPED ESU - Resource/Admin/Vocational	\$ 270.67
ESU #15	SPED ESU - Resource/Admin/Vocational	\$ 985.67
ESU #15	Speech ESU - school age	\$ 11,248.18
Frenchman Valley Co-op	fertilizer	\$ 172.00
Frenchman Valley Co-op	Tire disposal	\$ 185.99
Frenchman Valley Co-op	Regular Pupil Transportatin fuel usage	\$ 183.87
GLORIA ALMANZA	Reimbursement for lunches	\$ 6.30
Gonzalez, Jennifer	Reimbursement for lunches	\$ 137.75
Great Plains Communication	telephone usage 5/1-5/30	\$ 492.81
Greg Howard	Reimbursement for Geometry Book#20	\$ 63.00
Hometown Leasing	Copier leasing payment for May	\$ 928.38
Hometown Leasing	Scrubber lease pmt	\$ 211.57
Ideal Linen Supply Inc	Uniform/shop rags	\$ 18.44
Imperial NAPA	battery, parts etc for transportation	\$ 422.78

Imperial NAPA	Grease fitting	\$ 4.17
Imperial NAPA	Litter bag for Dr. Ed car	\$ 8.29
Imperial Yost Farm Supply	Oil/Air filters	\$ 170.53
Inland	Parking brake	\$ 149.59
Inland	Shock	\$ 195.56
Inland	UPS Charge on invoice 597319	\$ 18.91
Inland	Valve Press protection	\$ 41.20
Jamie Jussel	Reimbursement for lunches	\$ 37.15
John Deere Financial	JD 825I pmt3	\$ 5,784.25
Johnson Publications Newspaper	legal notice/meeting ads	\$ 230.81
Johnson Publications Newspaper	SPED Ad	\$ 19.35
Jostens Inc	Diplomas (41)	\$ 184.61
Kansas City Audio-Visual Inc.	9/5/2019 order of Smart Board	\$ 6,046.00
Kim Taylor	Reimbursement School Lunches	\$ 123.25
KSB School Law	legal services fees	\$ 1,323.00
L & L Ready Mix	gravel/sand	\$ 760.00
Longhorn Lawn Care	Vegetation control on Elem playground	\$ 200.00
Meyer, Gregg A	Reimbursement for TPT order (Social Studies)	\$ 235.99
Meyer, Terri L	Reimbursement for ELL supplies from TPT	\$ 13.00
Michelle Williams	Reimbursement for school lunches	\$ 40.15
Mid-American Research Chemical	Rust Eliminator	\$ 154.08
NE Council School Administrators	2020-21 membership dues (principals)	\$ 670.00
NE Council School Administrators	2020-21 membership form	\$ 335.00
Nebraska Truck Center-N.P.	Shock absorber	\$ 97.60
OneSource	Background check	\$ 15.98
Overhead Door Specialists	Service call/ repair/bus barn	\$ 286.04
Owens True Value	Bus barn supplies (tape, hooks, velcro straps)	\$ 50.09
Owens True Value	Maintenance supplies	\$ 192.90
Parts City Auto Parts	air filters	\$ 110.58
Parts City Auto Parts	Ultra Blk RTV (parts)	\$ 10.50
Parts City Auto Parts	Hog rings,Ultra Black	\$ 8.49
Parts City Auto Parts	Hog rings,Ultra Black	\$ 10.97
Pinnacle Bank	2019 Safe Deposit Box fee	\$ 20.00
Ramos, Carolina	Reimbursement for school lunches	\$ 183.55
Samantha Lavene	NAEA District 11 Dues/District Contest	\$ 350.00
Shannon Kuhlman	Reimbursement school lunches	\$ 71.85
Specialized Data Systems, Inc	Hosting services/software support	\$ 6,300.00
Specialized Data Systems, Inc	W-2 blanks/envelops/1099 forms/envelopes	\$ 120.00
St. Joseph Institute For The Deaf	I Hear therapy 3/2,4,11,12,18,19,23,25,30,	\$ 585.00
Unitech	Carpet cleaner/sanitizing wipes	\$ 300.80
US Bank	Activity/General Expenses	\$ 4,603.12
Verizon Wireless	cellphone usage 3/21-4/20	\$ 119.11
Wayne Bahler	Reimbursement for lunches	\$ 6.70
	<b>May Total General Fund Bills</b>	<b>\$ 89,013.49</b>
	<b>May General payroll</b>	<b>\$ 529,279.80</b>
	<b>May Total General Fund Expenditures</b>	<b>\$ 618,293.29</b>
Five Points Bank	<b>Auxillary Gym</b>	<b>\$ 124,600.00</b>
Elkhorn Valley Bank & Trust	<b>Auxillary Gym</b>	<b>\$ 124,600.00</b>
	<b>May Special Building Fund Expenditures</b>	<b>\$ 249,200.00</b>
Adams Bank & Trust	<b>Interest on HVAC</b>	<b>\$ 8,908.75</b>
	<b>May QCPUF Fund Expenditures</b>	<b>\$ 8,908.75</b>

# Cash Report - For the Year

Printed: 05/11/2020 2:57:34PM

Chase County Schools - Activity Accounting

Activities 1							
Group	0	Activity Groups					
Account Number	Description		Balance Forward	Cash In (Receipts)	Cash Out (Payments)	Adjustments	Balance
<b>Activity Groups</b>							
218		PBIS	0.00	1,761.00	0.00	0.00	1,761.00
	0	Activity Groups	0.00	1,761.00	0.00	0.00	1,761.00
<b>Academic Clubs</b>							
300		Show Choir	(6,043.88)	0.00	(1,669.90)	0.00	(7,713.78)
302		Musical	3,913.95	925.00	(2,898.67)	0.00	1,940.28
303		CCES Music Resale	419.00	0.00	0.00	0.00	419.00
304		Band Instrument Rental	248.00	275.00	0.00	0.00	523.00
305		Band Resale	4,502.63	1,500.00	(3,808.00)	0.00	2,194.63
308		Drama	810.11	128.00	(646.84)	0.00	291.27
309		Fine Arts	5,493.10	0.00	0.00	0.00	5,493.10
310		Young Americans	270.00	0.00	0.00	0.00	270.00
311		Tri-M	1,216.50	0.00	(100.00)	0.00	1,116.50
400		Alumni Clearing	700.99	0.00	0.00	0.00	700.99
402		CCES Activity Fund	(2,193.60)	1,126.81	(1,977.99)	0.00	(3,044.78)
	1	Academic Clubs	9,336.80	3,954.81	(11,101.40)	0.00	2,190.21
<b>Athletics</b>							
1-2		AD Savings	0.00	0.00	0.00	0.00	0.00
9410		Weight Lifting	0.00	512.25	(473.48)	0.00	38.77
001		CCHS Athletics	(15,137.32)	6,422.00	(3,183.92)	0.00	(11,899.24)
05-1-09804		CCHS Athletics	0.00	0.00	0.00	0.00	0.00
1-2-001		CCHS Athletics	0.00	0.00	0.00	0.00	0.00
002		CCHS Softball	(3,843.54)	0.00	(4,950.80)	0.00	(8,794.34)
003		CCHS Football	(5,744.83)	5,760.56	(11,381.18)	0.00	(11,365.45)
004		CCHS Volleyball	1,047.27	4,112.77	(6,022.29)	0.00	(862.25)
005		CCHS X-Country	(162.69)	940.00	(1,218.65)	0.00	(441.34)
006		CCHS Basketball - Girls	(5,226.57)	6,879.45	(5,866.23)	0.00	(4,213.35)
007		CCHS Basketball - Boys	(1,665.71)	6,513.32	(6,284.51)	0.00	(1,436.90)
008		CCHS Wrestling	(3,638.07)	3,222.79	(6,126.57)	0.00	(6,541.85)
009		CCHS Track - Girls	(12,289.24)	0.00	(605.19)	0.00	(12,894.43)
010		CCHS Track - Boys	(13,515.34)	0.00	(605.19)	0.00	(14,120.53)
011		CCHS Golf	(1,003.37)	0.00	(145.82)	0.00	(1,149.19)
013		JH Football	(549.90)	0.00	(483.86)	0.00	(1,033.76)
014		JH Volleyball	(1,308.46)	40.00	(1,772.32)	0.00	(3,040.78)
015		JH Basketball - Girls	(886.22)	0.00	(1,539.31)	0.00	(2,425.53)
016		JH Basketball - Boys	(1,040.74)	0.00	(1,781.42)	0.00	(2,822.16)
017		JH Wrestling	(175.00)	0.00	(217.78)	0.00	(392.78)
018		JH Girls Track	(6,062.14)	0.00	0.00	0.00	(6,062.14)
019		JH Boys Track	(5,879.52)	0.00	0.00	0.00	(5,879.52)
020		PE Uniform Resale	(527.76)	144.00	0.00	0.00	(383.76)

# Cash Report - For the Year

Printed: 05/11/2020 2:57:34PM

Chase County Schools - Activity Accounting

Activities 1							
Group	2	Athletics					
Account Number	Description		Balance Forward	Cash In (Receipts)	Cash Out (Payments)	Adjustments	Balance
021	HS Milner Benefit Fund		250.00	0.00	0.00	0.00	250.00
023	AD Savings		57,795.35	17,230.95	(4,007.70)	0.00	71,018.60
1-2-023	AD Savings		0.00	0.00	0.00	0.00	0.00
100	Cheerleaders		2,729.18	3,668.67	(3,983.23)	0.00	2,414.62
<b>2 Athletics</b>			<b>(16,834.62)</b>	<b>55,446.76</b>	<b>(60,649.45)</b>	<b>0.00</b>	<b>(22,037.31)</b>
							* Group
<b>Classes</b>							
512	Class of 2023		0.00	3,513.00	(2,040.00)	0.00	1,473.00
804	Alta Heir Scholarship		(1,000.00)	0.00	0.00	0.00	(1,000.00)
508	Class of 2019		4,497.43	0.00	0.00	0.00	4,497.43
509	Class of 2020		5,510.86	0.00	(3,767.19)	0.00	1,743.67
510	Class of 2021		2,417.60	550.00	(1,462.35)	0.00	1,505.25
511	Class of 2022		2,103.66	6,473.90	0.00	0.00	8,577.56
802	Gladys B & Les Smith Scholarship		(1,200.00)	0.00	0.00	0.00	(1,200.00)
<b>3 Classes</b>			<b>12,329.55</b>	<b>10,536.90</b>	<b>(7,269.54)</b>	<b>0.00</b>	<b>15,596.91</b>
							* Group
<b>Clubs and Organizations</b>							
202	FBLA Bank		6,801.84	0.00	(326.39)	0.00	6,475.45
416	Decals		0.00	120.00	0.00	0.00	120.00
101	CCHS Annual		40,710.92	11,695.96	(9,845.00)	0.00	42,561.88
102	CCES Yearbook		7,139.95	200.00	0.00	0.00	7,339.95
103	Thespians - Speech		(1,098.59)	414.00	(1,191.45)	0.00	(1,876.04)
104	Student Council		(1,553.91)	1,649.22	(993.29)	0.00	(897.98)
106	CCS Flower Fund		542.51	20.00	(130.00)	0.00	432.51
107	Technology		40,713.55	15.00	0.00	0.00	40,728.55
108	Electric Car Project		568.76	0.00	(75.00)	0.00	493.76
109	Inter Acct		500.00	0.00	0.00	0.00	500.00
200	FBLA		18,367.78	3,943.50	(3,621.79)	0.00	18,689.49
201	FBLA - Sponsor		(372.00)	0.00	(71.00)	0.00	(443.00)
205	FCCLA		(207.12)	855.00	(4,960.80)	0.00	(4,312.92)
206	FCCLA - Sponsor		(972.00)	0.00	0.00	0.00	(972.00)
210	FFA		26,702.29	59,829.48	(67,972.28)	0.00	18,559.49
211	FFA - Sponsor		(1,283.77)	0.00	(2,285.00)	0.00	(3,568.77)
212	FFA-Farm Account		332.61	0.00	0.00	0.00	332.61
213	FFA-Memorial		3,242.00	3,615.24	0.00	0.00	6,857.24
<b>4 Clubs and Organizations</b>			<b>140,134.82</b>	<b>82,357.40</b>	<b>(91,472.00)</b>	<b>0.00</b>	<b>131,020.22</b>
							* Group
<b>Miscellaneous</b>							
214	LA Resale		(544.94)	1,268.00	(4,482.22)	0.00	(3,759.16)
215	Building Construction		6,573.58	200.00	(2,259.74)	0.00	4,513.84
405	Art Resale		3,294.00	0.00	0.00	0.00	3,294.00
408	Library Book Sales		929.25	88.98	0.00	0.00	1,018.23

# Cash Report - For the Year

Printed: 05/11/2020 2:57:34PM  
Chase County Schools - Activity Accounting

Activities 1							
Group	9	Miscellaneous					
Account Number	Description		Balance Forward	Cash In (Receipts)	Cash Out (Payments)	Adjustments	Balance
409	Defib Training/Flu Vac Fund		895.00	480.00	(551.76)	0.00	823.24
412	Special Projects		24,813.48	(28.00)	0.00	0.00	24,785.48
414	Staff/Student Appreciation		78.00	0.00	0.00	0.00	78.00
1-9-415	Monthly Interest		0.00	0.00	0.00	0.00	0.00
415	Monthly Interest		0.00	369.45	0.00	0.00	369.45
900	CD		339,514.45	0.00	0.00	(182,324.36)	157,190.09
999	Activity Clearing		0.00	1,000.00	(1,000.00)	0.00	0.00
<b>9</b>	<b>Miscellaneous</b>		<u>375,552.82</u>	<u>3,378.43</u>	<u>(8,293.72)</u>	<u>(182,324.36)</u>	<u>188,313.17</u>
<b>1</b>	<b>Activities</b>		<u>520,519.37</u>	<u>157,435.30</u>	<u>(178,786.11)</u>	<u>(182,324.36)</u>	<u>316,844.20</u>
	<b>Report Total:</b>		<u>520,519.37</u>	<u>157,435.30</u>	<u>(178,786.11)</u>	<u>(182,324.36)</u>	<u>316,844.20</u>

\* Group  
Location

<b>May US Bank Report</b>	
Activity Expenditures	\$ 144.83
Amazon-Apple Lightning to USB camera Adapater	\$ 31.95
Amazon-Better Homes & Gardens magazine	\$ 13.83
Amazon-Boating magazine	\$ 12.78
Amazon-Business Card Laminator pouches	\$ 26.57
Amazon-Car and Driver magazine	\$ 15.98
Amazon-central office supplies	\$ 91.12
Amazon-chair cylinder	\$ 29.82
Amazon-EatingWell magazine	\$ 10.64
Amazon-Entrepreneur magazine	\$ 10.64
Amazon-Family Handyman-magazine	\$ 15.98
Amazon-Good Housekeeping magazine	\$ 8.49
Amazon-Library periodical	\$ 10.65
Amazon-Lightning to USB Camera adapter	\$ 31.94
Amazon-magazine credit	\$ (21.25)
Amazon-Midwest Living magazine	\$ 10.64
Amazon-Popular Mechanics magazine	\$ 12.78
Amazon-Popular Science magazine	\$ 15.98
Amazon-RangerRick magazine	\$ 26.57
Amazon-Reader`s Digest magazine	\$ 12.78
Amazon-Runner`s World magazine	\$ 21.30
Amazon-Ski magazine	\$ 8.52
Amazon-Sports Illustrated Kids magazine	\$ 21.25
Amazon-Sports Illustrated magazine	\$ 21.30
Amazon-Stop sign, Street Signs	\$ 81.24
Amazon-Warning Triangles Road Safety signs	\$ 46.62
Amazon-Wipes for computers/ipads etc	\$ 12.52
Gemllni- SPED software monthly subscription	\$ 98.00
Imperial Super Foods-FCS groceries	\$ 36.35
JW Pepper-music room decor	\$ 74.50
NASSP-NHS honor cord-gold	\$ 147.00
NASSP-NHS membership	\$ 385.00
Parts Town-Credit on parts	\$ (73.42)
Plank Road Pub-K-8 Music	\$ 136.95
Reading Naturally-SPED Read live account	\$ 690.00
Scholastic-4th GD books	\$ 213.64
SupplyHouse-Blower	\$ 50.70
SupplyHouse-Blower	\$ 779.99
SupplyHouse-Credit on Blower	\$ (50.70)
TPT-4th GD literacy book	\$ 20.13
TPT-6th GD Reading/language books	\$ 30.26
TPT-KDG distance learning pack	\$ 7.46
USPS-stamped window envelopes	\$ 985.30
William Macgill-nurse supplies	\$ 346.49
<b>May Total US Bank Report Expenses</b>	<b>\$ 4,603.12</b>

# Chase County Schools Activity Report

Troy Hauxwell, Activities Director Chase County Schools

**May 12, 2020**

**Nebraska Coaches Association-** With great sadness, but with the intention of protecting coaches, athletic directors, clinicians, exhibitors and the communities they work in, the Nebraska Coaches Association in conjunction with the National High School Athletic Coaches Association, announces the postponement of the NHSACA/NCA 2020 convention and clinic hosted in Lincoln, NE from July 19-23 ~to~ July 26-29, 2021.

**All NCA All-Star games are canceled.-** Mallie was scheduled to play in the Basketball game at Lincoln North Star.

**Nebraska FCCLA State President-** Congratulations to CCS Junior Alexis Richmond for being selected to serve as the 2020-2021 Nebraska FCCLA State President. Also a congratulations to sponsors Alex Schilke and Sheryl Curtis for their time and effort invested in the FCCLA program.

**Nebraska FFA-** Congratulations to graduating CCS Senior Jozie Schilke on her selection as a 2020-2021 Nebraskas State FFA Vice President. Also a congratulations to sponsors Jeremy Vlasin and Jason Speck for their dedication to the FFA program.

**Weightlifting Summer Time:** June 1 Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

**Specialty Installation (Bleachers)-** Randy Ross has Chase County on his list for this summer from Specialty Installation. They are working on a date to service and look over the bleachers.

**Unitech-** Allan Messersmith from North Platte will be here Thursday, April 14,2020 or Friday, April 15, 2020 to finish the shorthorn and longhorn gym floors.

If you have any questions about my report, please email me at [thauxwell@chasecountyschools.org](mailto:thauxwell@chasecountyschools.org)



# Chase County

May, 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 <del>Board Meeting (Cancelled) @ Grant</del> <del>Golf Varsity (Cancelled)</del> <del>Golf (Cancelled) @ Bridgeport</del> <del>Track JV/Varsity (Cancelled)</del>	2
3 <del>5th-12th vocal (Cancelled) @ Auditorium</del> <del>5th-6th Band (Cancelled) @ Auditorium</del>	4 <del>Golf JV (Cancelled)</del> <del>Track JV/Varsity (Cancelled)</del>	5	6 <del>Golf JV (Cancelled)</del> <del>Track JH (Cancelled)</del> <del>Golf Varsity (Cancelled)</del>	7 <del>9th Street Singers (Cancelled) @ Auditorium</del> <del>Track JV/Varsity (Cancelled)</del>	8 <del>Graduation (Postponed) @ Longhorn Gym</del>	9
10 <del>9th Street Singers (Cancelled)</del>	11 <del>K-4th Choir (Cancelled) @ Longhorn Gym</del>	12 <del>FFA (Cancelled) @ Auditorium</del> <del>Golf JV (Cancelled)</del> 6:00pm Chase County School Board Meeting- @ Board Room	13 <del>FFA (Cancelled) @ Aurora</del>	14 <del>FFA (Cancelled) @ Aurora</del> <del>Track JV/Varsity (Cancelled)</del>	15 <del>FFA (Cancelled) @ Aurora</del>	16 <del>FFA (Cancelled) @ Aurora</del>
17 <del>FFA (Cancelled) @ Aurora</del>	18 <del>Golf Varsity (Cancelled)</del> <del>FFA (Cancelled) @ Aurora</del>	19 <del>FFA (Cancelled) @ Aurora</del>	20 <del>FFA (Cancelled) @ Aurora</del> Last Day of School- <del>Early Out (Cancelled)</del>	21 <del>FFA (Cancelled) @ Aurora</del> <del>Track JV/Varsity (Cancelled)</del> Teacher Inservice-	22 <del>Track JV/Varsity (Cancelled)</del> <del>FFA (Cancelled) @ Aurora</del>	23
24	25	26 <del>Golf Varsity (Cancelled)</del>	27 <del>Golf Varsity (Cancelled)</del>	28	29	30
31						

**June, 2020**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9 6:00pm Chase County School Board Meeting- @ Board Room	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## 7-12 Principal Report: May 2020

Seniors official last day was on May 6th and students turned in their books, chromebooks, uniforms etc, last week. Due to the May 9th graduation being postponed to July 25th we have worked with seniors to create a “Senior Salute” video that will play on May 9th at 4:30 PM. The link to the video is <https://youtu.be/skcFdgmAIAM> and it has been posted on the school website and social media.

Driver’s Education classes began on May 4th and are being taught through Zoom. The driver’s ed program is managed by Mr. Herbert and taught by Mr. Krutsinger.

Students picked up their items from their lockers on April 29th. We still have some items that were not picked up yet but we have begun to contact those students directly to ask them to come pick up their items. We also have some items that were found in unassigned lockers that we hope get claimed.

The class schedule is completed and has been shared with staff. If you have any questions regarding the major differences, please ask.

The last day for students in grades 7-11 will be Wednesday May, 20th and we ask that all students return their enrichment work, books, uniforms, ipads, chromebooks, etc. on or before that date.

Paraprofessionals will complete their sign out process on Thursday, May 21st and the last day for Teachers will be Friday, May 22nd.

Submitted by:

Jon Lechtenberg

Chase County Schools 7-12 Principal

We have placed flyers at the school and around the community stating that Chase County Schools is accepting enrollments for the 2020-2021 school year. We are at 42 kindergarteners for the fall.

All of the K-12 ELA teachers have been super busy looking at different ELA curriculums. Mrs. Lambert has been guiding the staff through this process. We have had various Zoom meetings with product representatives and classroom teachers that are currently using these highly rated programs. We have also had several meetings with our CCS grade-level teachers to discuss their concerns and excitement for the different programs. The teachers are delving into the materials that are in our building as well as the online resources that have been shared with them.

The K-6 students have received their last enrichment packets and all of their belongings from their lockers. We have a few items that need to be picked up but for the most part we have completed that process. The teachers are submitting requisitions and getting their rooms ready for summer cleaning.

## Technology Buyback Quote:

AGPARTS EDUCATION  
A Division of AssetGenie, Inc.  
220 Huff Avenue, Suite 100  
Greensburg, PA 15601  
844.706.5084 x209  
[Purchasing@agpartsworldwide.com](mailto:Purchasing@agpartsworldwide.com)

Invoice # NO: 90  
Date: 05/07/2020  
Quote Expiration Date: 07/10/2020  
Account Executive: TM1

Attn: Jeff Einspahr  
Chase County Schools  
520 E. 9<sup>th</sup> Street  
Imperial, NE 69033 PH: 308-882-4304

MODEL	QUANTITY	A GRADE	B GRADE	C GRADE	NOT FULLY FUNCTIONAL
LENOVO N22, 4GB CHROMEBOOK	210	\$60.00	\$40.00	\$20.00	TBD
SUMMARY TOTALS	TOTAL QUANTITY	A GRADE ESTIMATE	B GRADE ESTIMATE	C GRADE ESTIMATE	
APPROXIMATE PAYOUT PER GRADE	210	\$12,600.00	\$8,400.00	\$4,200.00	
<b>RECEIVE A 10% ADDITIONAL BONUS FOR ALL CREDIT PAYMENTS</b> *PACKAGING AND SHIPPING LABELS AT NO ADDITIONAL COST* NO DEDUCTIONS FOR ENGRAVINGS OR MISSING ADAPTERS.					

\*TBD – To Be Determined. Value is to be assessed upon the evaluation of the not fully functional units. At that time, AGParts may or may not choose to offer additional funds based on overall quality of those units.

GRADE	DESCRIPTION
GRADE A	Device is fully functional condition, like new. No visible scratching, blemishes, dents on any parts of the machines.
GRADE B	Device is fully functional condition, with minimal scratches on the plastics, no screen scratches. Minimal wear on the keyboards, no missing keys, minimal scratching on the plastics, no broken plastics.
GRADE C	Device is fully functional condition, with visible wear and scratches on the screen and plastics. Visible wear and scratching on the keyboards and plastics, no missing keys, no broken plastics.
NOT FULLY FUNCTIONAL	Device is not fully functional, unable to be used as whole unit without repairs. Severe cosmetic damage to screen and plastics. Multiple broken parts, missing keys, motherboard is non-functional or locked (broken ports, headphone jacks, DC jack, etc.) Missing Screen or Keyboard, Bad/Swollen Battery, Motherboard Corrosion.

We strive to provide you the highest trade in value on your units!  
We value your privacy above all else and take all necessary steps to ensure the safety and security of your data.

You guarantee AGParts, you are fully authorized and sole owner of all products submitted.  
AGParts does not assume responsible for any damages, theft, or losses until the products reach our facility.  
If the products are not shipped within 45 days, we reserve the right to re-evaluate offer pricing.

**Prior to shipping we ask all units be deprovisioned/unmanaged/unlocked/no administrated controls from your Chrome Management System, and the developer mode enabled.**

**BY SIGNING BELOW, EACH PARTY AGREES TO THE ABOVE PRICING PER AG PARTS GRADING SCALE.**

**SCHOOL DISTRICT**

**ASSETGENIE, INC. DBA AG PARTS**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## WHAT'S THE NEXT STEP?

The payment terms are:

- 100% of the payment is sent upon a completed evaluation of the goods by AGParts.
- We offer the option of sending a check for the full amount or credit to help keep the amount within your technology budget.
  - By choosing to take credit, you receive a 10% bonus!

\*Credit must be used within one year or cash is paid out less the 10% addition for credit.

### **Once price and terms are agreed upon:**

1. We issue a Purchase Order (PO) to you to confirm the agreement.
2. We then ask for an invoice for our records on your letterhead (with address/phone/email - listing product/quantity/price/total).
  - If you are not able to provide an invoice, an email accepting the PO with your contact and shipping information is fine as well!
3. We ship you all the custom packing materials and cover all transportation fees!
  - This includes all boxes, pallets, tape, and bubble wrap you need for the units.  
\*We offer white glove pickup service for qualifying quotes, please inquire if interested.
5. Please pack up the units according to the attached bulk packaging guide.
  - AC's are to be packaged in the separate larger boxes.
6. When palatized and ready for pickup, let me know and I will schedule one!  
\*Note: pickups are normally scheduled in the afternoons.
7. Upon receipt each unit is labeled with its own AGID barcode, identifying each unit with a unique number. These numbers can be scanned into our web-based tracking system to identify the results of each unit and ensure the chain of custody of your units.
8. Upon completion of our evaluation we advise the overall quantity per grade and agree on the totals before the machines are processed in any way on our end.
  - Our evaluation process may take up to a maximum of 30 days.
9. Upon agreement we issue payment in full per your preferred method!  
\*Upon agreement, the sale is considered final and the title and full ownership for the property is hereby transferred to AGParts.

#### **Any questions? Please contact:**

Julie Dulon, Purchasing Associate  
844-706-5084 x209  
[jdulon@agpartsworldwide.com](mailto:jdulon@agpartsworldwide.com)

Daniel Bender, Purchasing Manager  
844-706-5084 x225  
[dbender@agpartsworldwide.com](mailto:dbender@agpartsworldwide.com)

*AssetGenie Inc. is proud to have authored an Environment Management System embracing a Zero-Landfill philosophy, which is the backbone of our R2, ISO 14001, and ISO 45001 certifications we have achieved.*

*Our mission is to keep the environment and all data protected as we preserve our natural resources.*

*As a company we not only fully comply with all applicable environmental laws and regulations, but also surpass those guidelines to do our best to lower our overall environmental impact.*

*Our partners allow us to advance and reach many areas of the electronics market, helping make our R3 (Reduce/Reuse/Recycle) strategy one of the best in the business, and we would love to include you!*

**CHASE COUNTY SCHOOL DISTRICT  
FOOD SERVICES EXPENSES - 3 YEAR PLAN  
TO ASSIST THE BOARD IN PROJECTING FOOD SERVICE CAPITAL  
FOR THE MOST EFFICIENT OPERATIONS**

Item	SY 2020-2021	SY 2021-2022
<b>Equipment Repair and Maintenance:</b>		
1) Routine Repair	\$ 1,000	\$ 1,000
2)		
<b>Supplies:</b>		
1) Smallwares - Ice Blankets, Silveware, etc.	\$ 1,000	\$ 1,000
2)		
3)		
<b>Capital Outlay:</b>		
1) 4 Well Steam Table	\$ 3,000	
2) Proofer/Warmer	\$ 2,700	
3) Walkin Cooler		\$ 12,000
4) Convection Oven Stackable		\$ 5,000
<b>Other:</b>		
1)		
2)		
<b>TOTAL:</b>	\$ 7,700	\$ 19,000

Complete this section of LSI is responsible for small wares per the contract:

Item	SY2019-2020	SY2020-2021
<b>Small wares</b>		
1)		
2)		
3)		
<b>TOTAL:</b>	\$ -	\$ -
Previous year's smallwares from entry tab	\$ -	

**Note:**

Complete the small wares as a separate section if LSI is responsible for this expense.

**Chase County**  
**A la Carte (ALC) Listing and Proposed Prices**

Item	18-19 Prices	19-20 Prices	<i>Recommended 20-21 Prices</i>	Comments
<b>Meals</b>				
Paid Elem Breakfast	\$ 1.45	\$ 1.50	\$ 1.60	Close gap w/ local districts
Paid MS Breakfast	\$ 1.45	\$ 1.50	\$ 1.60	Close gap w/ local districts
Paid HS Breakfast	\$ 1.45	\$ 1.50	\$ 1.60	Close gap w/ local districts
Reduced Price Breakfast	\$ 0.30	\$ 0.30	\$ 0.30	
Adults Breakfast	\$ 2.15	\$ 2.20	\$ 2.20	
Paid Elem Lunch	\$ 2.65	\$ 2.75	\$ 2.85	Per PLE tool
Paid MS Lunch	\$ 2.65	\$ 2.75	\$ 2.85	Per PLE tool
Paid HS Lunch	\$ 2.90	\$ 3.00	\$ 3.00	
Reduced Price Lunch	\$ 0.40	\$ 0.40	\$ 0.40	
Paid HS Cruisin' Café	\$ 4.15	\$ 4.35	\$ 4.35	
Adults Lunch	\$ 3.65	\$ 3.75	\$ 3.75	
Adult Cruisin' Café	\$ 4.65	\$ 4.85	\$ 4.85	
<b>All Schools A la Carte (ALC)</b>				
Extra Lunch Entrée	\$ 1.65	\$ 1.75	\$ 1.75	
Extra Branded Pizza	\$ 1.75	\$ 1.85	\$ 1.85	
Extra Breakfast Entrée	\$ 1.00	\$ 1.00	\$ 1.00	
Extra Juice (4 oz.)	\$ 0.55	\$ 0.55	\$ 0.55	
Extra Milk	\$ 0.50	\$ 0.50	\$ 0.50	
Snack/Break Milk - Non-reimbursable	\$ 0.50	-		
A la Carte Snack Items	\$ 0.50	\$ 0.50	\$ 0.50	
A la Carte Snack Items	\$ 0.75	\$ 0.75	\$ 0.75	
A la Carte Snack Items	\$ 1.00	\$ 1.00	\$ 1.00	
A la Carte Beverage	\$ 1.25	\$ 1.25	\$ 1.25	
A la Carte Beverage	\$ 1.50	\$ 1.50	\$ 1.50	
A la Carte Specialty Juices	\$ 2.25	\$ 2.25	\$ 2.25	
F&V BAR Only	\$ 1.60	\$ 1.80	\$ 1.80	
X CC Entrée	\$ 1.90	\$ 1.90	\$ 1.90	
Extra Cereal	\$ 0.85	\$ 0.85	\$ 0.85	
Extra Toast	\$ 0.25	\$ 0.25	\$ 0.25	

District Financial Estimate

2020-2021 Next Year														YTD	
	Jul - SF	Aug - SF	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun - SF	Jun - SF	Total
<b>Lunch Participation</b>															
K-8 Paid Lunch	-	-	1,467	3,716	5,086	3,945	2,896	3,311	3,500	3,741	3,920	3,366	-	-	34,948
HS Paid Lunch	-	-	289	629	952	728	550	577	624	510	700	601	-	-	6,162
Paid Cruisin Café Lunch	-	-	80	177	261	183	115	161	205	196	195	167	-	-	1,741
Free Lunch	-	-	1,007	2,657	3,189	2,680	1,982	2,266	2,438	2,600	2,668	2,291	-	-	23,779
Cruisin Café Free Lunch	-	-	37	129	134	149	90	111	123	150	128	110	-	-	1,161
Reduced Lunch	-	-	399	981	1,193	1,062	822	972	1,021	1,057	1,065	914	-	-	9,487
Cruisin Café Reduced Lunch	-	-	15	52	44	38	18	24	32	31	36	31	-	-	319
<b>Total</b>	-	-	<b>3,294</b>	<b>8,342</b>	<b>10,858</b>	<b>8,786</b>	<b>6,473</b>	<b>7,422</b>	<b>7,943</b>	<b>8,286</b>	<b>8,712</b>	<b>7,482</b>	-	-	<b>77,598</b>
<b>Breakfast Participation</b>															
Paid Breakfast	-	-	42	111	258	166	147	178	207	226	188	168	-	-	1,689
Free Breakfast	-	-	163	531	533	446	359	393	416	453	477	427	-	-	4,198
Free Severe Need Breakfast	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Reduced Breakfast	-	-	38	106	150	149	128	128	133	123	138	124	-	-	1,219
Reduced Severe Need Breakfast	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	-	-	<b>244</b>	<b>747</b>	<b>941</b>	<b>761</b>	<b>634</b>	<b>699</b>	<b>755</b>	<b>802</b>	<b>803</b>	<b>719</b>	-	-	<b>7,106</b>
<b>Reimbursement Revenue Federal</b>															
Special Milk Program (SMP)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Paid Snack Program			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Paid Lunch Fed Reimb			\$ 706	\$ 1,747	\$ 2,428	\$ 1,879	\$ 1,386	\$ 1,563	\$ 1,658	\$ 1,709	\$ 1,857	\$ 1,595			\$ 16,528
Paid Crusin Café Lunch Fed Reimb			\$ 32	\$ 71	\$ 105	\$ 74	\$ 46	\$ 65	\$ 82	\$ 79	\$ 78	\$ 67			\$ 700
Paid Crusin Café Breakfast Fed Reimb			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Paid Breakfast Fed Reimb			\$ 14	\$ 35	\$ 82	\$ 53	\$ 47	\$ 57	\$ 66	\$ 72	\$ 60	\$ 54			\$ 540
Free Snack Program			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Free Lunch Fed Reimb			\$ 3,746	\$ 9,997	\$ 11,920	\$ 10,149	\$ 7,430	\$ 8,528	\$ 9,186	\$ 9,868	\$ 10,031	\$ 8,615			\$ 89,471
Free Breakfast Fed Reimb			\$ 309	\$ 1,006	\$ 1,012	\$ 847	\$ 681	\$ 746	\$ 788	\$ 860	\$ 905	\$ 810			\$ 7,963
Free Breakfast Fed Reimb (Severe Need)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Reduced Snack Program			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Reduced Lunch Fed Reimb			\$ 1,314	\$ 3,280	\$ 3,925	\$ 3,492	\$ 2,668	\$ 3,161	\$ 3,342	\$ 3,455	\$ 3,495	\$ 3,002			\$ 31,135
Reduced Breakfast Fed Reimb			\$ 61	\$ 168	\$ 238	\$ 237	\$ 204	\$ 204	\$ 210	\$ 196	\$ 220	\$ 197			\$ 1,935
Reduced Breakfast Fed Reimb (Severe Need)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
<b>Total</b>	\$ -	\$ -	\$ <b>6,183</b>	\$ <b>16,305</b>	\$ <b>19,710</b>	\$ <b>16,730</b>	\$ <b>12,463</b>	\$ <b>14,323</b>	\$ <b>15,334</b>	\$ <b>16,239</b>	\$ <b>16,647</b>	\$ <b>14,339</b>	\$ -	\$ -	\$ <b>148,271</b>
<b>Reimbursement Revenue State</b>															
Special Milk Program (SMP)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Paid Snack Program			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Paid Lunch State Reimb			\$ 35	\$ 87	\$ 121	\$ 93	\$ 69	\$ 78	\$ 82	\$ 85	\$ 92	\$ 79			\$ 822
Paid Crusin Café Lunch State Reimb			\$ 2	\$ 4	\$ 5	\$ 4	\$ 2	\$ 3	\$ 4	\$ 4	\$ 4	\$ 3			\$ 35
Paid Breakfast State Reimb			\$ 2	\$ 6	\$ 13	\$ 8	\$ 7	\$ 9	\$ 10	\$ 11	\$ 9	\$ 8			\$ 84
Free Snack Program			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Free Lunch State Reimb			\$ 21	\$ 56	\$ 66	\$ 57	\$ 41	\$ 48	\$ 51	\$ 55	\$ 56	\$ 48			\$ 499
Free Breakfast State Reimb			\$ 8	\$ 27	\$ 27	\$ 22	\$ 18	\$ 20	\$ 21	\$ 23	\$ 24	\$ 21			\$ 210
Free Breakfast State Reimb (Severe Need)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Reduced Snack Program			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Reduced Lunch State Reimb			\$ 8	\$ 21	\$ 25	\$ 22	\$ 17	\$ 20	\$ 21	\$ 22	\$ 22	\$ 19			\$ 196
Reduced Breakfast State Reimb			\$ 2	\$ 5	\$ 8	\$ 7	\$ 6	\$ 6	\$ 7	\$ 6	\$ 7	\$ 6			\$ 61
Reduced Breakfast State Reimb (Severe Need)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
<b>Total</b>	\$ -	\$ -	\$ <b>78</b>	\$ <b>204</b>	\$ <b>264</b>	\$ <b>214</b>	\$ <b>161</b>	\$ <b>183</b>	\$ <b>197</b>	\$ <b>206</b>	\$ <b>214</b>	\$ <b>186</b>	\$ -	\$ -	\$ <b>1,907</b>
<b>Total Reimbursement Revenue Federal &amp; State</b>	\$ -	\$ -	\$ <b>6,261</b>	\$ <b>16,509</b>	\$ <b>19,974</b>	\$ <b>16,944</b>	\$ <b>12,624</b>	\$ <b>14,506</b>	\$ <b>15,530</b>	\$ <b>16,445</b>	\$ <b>16,861</b>	\$ <b>14,524</b>	\$ -	\$ -	\$ <b>150,179</b>

District Financial Estimate

<b>Paid Meal Cash Revenue</b>																
A La Carte				\$ 3,770	\$ 9,694	\$ 11,849	\$ 10,233	\$ 7,540	\$ 9,156	\$ 9,694	\$ 10,233	\$ 10,233	\$ 9,156			\$ 91,559
Adult Meal Revenue				\$ 943	\$ 2,768	\$ 3,529	\$ 3,480	\$ 2,191	\$ 2,475	\$ 2,812	\$ 3,074	\$ 2,846	\$ 2,580			\$ 26,698
Elem Paid Lunch Revenue	\$ -	\$ -	\$ -	\$ 4,180	\$ 10,592	\$ 14,494	\$ 11,244	\$ 8,253	\$ 9,437	\$ 9,976	\$ 10,662	\$ 11,171	\$ 9,594	\$ -	\$ -	\$ 99,603
HS Paid Lunch Revenue	\$ -	\$ -	\$ -	\$ 868	\$ 1,887	\$ 2,857	\$ 2,185	\$ 1,651	\$ 1,731	\$ 1,873	\$ 1,529	\$ 2,101	\$ 1,804	\$ -	\$ -	\$ 18,486
Crusin Café Paid Lunch Revenue	\$ -	\$ -	\$ -	\$ 348	\$ 771	\$ 1,136	\$ 797	\$ 502	\$ 700	\$ 891	\$ 854	\$ 847	\$ 727	\$ -	\$ -	\$ 7,574
Reduced Lunch Revenue	\$ -	\$ -	\$ -	\$ 165.60	\$ 413.17	\$ 494.54	\$ 439.88	\$ 336.13	\$ 398.22	\$ 421.08	\$ 435.29	\$ 440.32	\$ 378.15	\$ -	\$ -	\$ 3,922
Paid Breakfast Revenue K-12	\$ -	\$ -	\$ -	\$ 68	\$ 177	\$ 413	\$ 265	\$ 235	\$ 284	\$ 331	\$ 361	\$ 301	\$ 269	\$ -	\$ -	\$ 2,703
Reduced Breakfast Revenue	\$ 0	\$ 0	\$ 0	\$ 12	\$ 32	\$ 45	\$ 45	\$ 39	\$ 39	\$ 40	\$ 37	\$ 42	\$ 37	\$ 0	\$ 0	\$ 366
<b>Total</b>	\$ -	\$ -	\$ -	\$ 10,354	\$ 26,334	\$ 34,817	\$ 28,690	\$ 20,747	\$ 24,220	\$ 26,038	\$ 27,185	\$ 27,980	\$ 24,545	\$ -	\$ -	\$ 250,910
<b>Total Revenue</b>	\$ -	\$ -	\$ -	\$ 16,615	\$ 42,843	\$ 54,792	\$ 45,634	\$ 33,371	\$ 38,726	\$ 41,568	\$ 43,630	\$ 44,841	\$ 39,069	\$ -	\$ -	\$ 401,089
<b>Cost to District</b>																
A la Carte Cost from LSI				\$ 3,504	\$ 9,011	\$ 11,014	\$ 9,512	\$ 7,009	\$ 8,511	\$ 9,011	\$ 9,512	\$ 9,512	\$ 8,511			\$ 85,105
Adult Meal Cost from LSI				\$ 1,025	\$ 2,635	\$ 3,221	\$ 2,782	\$ 2,050	\$ 2,489	\$ 2,635	\$ 2,782	\$ 2,782	\$ 2,489			\$ 24,889
Commodity Credit from LSI				\$ (807)	\$ (2,042)	\$ (2,658)	\$ (2,151)	\$ (1,585)	\$ (1,817)	\$ (1,945)	\$ (2,029)	\$ (2,133)	\$ (1,832)			\$ (18,998)
Breakfast Cost from LSI	\$ -	\$ -	\$ -	\$ 493	\$ 1,511	\$ 1,904	\$ 1,540	\$ 1,283	\$ 1,414	\$ 1,527	\$ 1,622	\$ 1,624	\$ 1,453	\$ -	\$ -	\$ 14,370
Lunch Cost from LSI	\$ -	\$ -	\$ -	\$ 11,441	\$ 28,881	\$ 37,767	\$ 30,443	\$ 22,607	\$ 25,771	\$ 27,432	\$ 28,605	\$ 30,283	\$ 25,948	\$ -	\$ -	\$ 269,177
Crusin Café Lunch Cost from LSI	\$ -	\$ -	\$ -	\$ 576	\$ 1,566	\$ 1,827	\$ 1,619	\$ 978	\$ 1,301	\$ 1,571	\$ 1,654	\$ 1,487	\$ 1,348	\$ -	\$ -	\$ 13,927
<b>Total Breakfast &amp; Lunch Cost</b>	\$ -	\$ -	\$ -	\$ 16,232	\$ 41,562	\$ 53,074	\$ 43,743	\$ 32,341	\$ 37,668	\$ 40,232	\$ 42,146	\$ 43,555	\$ 37,917	\$ -	\$ -	\$ 388,471
<b>Gain or (Loss) before FS Expenses</b>	\$ -	\$ -	\$ -	\$ 382.63	\$ 1,281.12	\$ 1,718.15	\$ 1,890.62	\$ 1,029.36	\$ 1,057.88	\$ 1,336.48	\$ 1,484.24	\$ 1,286.02	\$ 1,151.79	\$ -	\$ -	\$ 12,618.28



# NEBRASKA

DEPARTMENT OF EDUCATION

[www.education.ne.gov](http://www.education.ne.gov)  
301 Centennial Mall South  
P.O. Box 94987  
Lincoln, NE 68509-4987  
TEL 402.471.2295  
FAX 402.471.0117

July 18, 2017

Joey Lefdal  
Chase County Schools  
520 E. 9<sup>th</sup> St  
Imperial, NE 69033

Agreement: 15-0010

Dear Mr. Lefdal,

The RFP/Contract between Chase County Schools and Lunchtime Solutions, Inc. has been approved by our office. Once the contract is signed please send a copy of the signature page to our office. I have enclosed a sample monitoring form for your review. USDA requires schools contracting their food service to monitor/document conformance with program regulations. While guidance does not state how often this monitoring should be, I would suggest monthly. An advisory board, which includes parents, teachers, and students, must meet to assist in menu planning and address issues that may arise. Minutes from these meeting should be documented and kept on file. Guidance does not indicate how often this board should meet, but I would suggest at a minimum of once per semester.

Our Office will be contacting in SY 2017-18 to conduct an on-site review of how the FSMC is operating in your school district. Your cooperation throughout this process has been appreciated. Please do not hesitate to call me if you have any questions 800-731-2233.

Sincerely,

Erica Arter, RD  
Nutrition Services Consultant

**CHILD NUTRITION PROGRAMS  
FOOD SERVICE MANAGEMENT COMPANY**

SCHOOL FOOD AUTHORITY: Chase County Schools

---

**REQUEST FOR PROPOSAL AND CONTRACT  
FIXED PRICE**

Nebraska Department of Education  
Nutrition Services  
301 Centennial Mall South  
P.O. Box 94987  
Lincoln, NE 68509-4987  
Phone (402) 471-2488  
Toll-free (800) 731-2233

Website <http://www.education.ne.gov>

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1. Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410;
2. Fax: (202) 690-7442; or
3. Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

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### **GENERAL INFORMATION**

The Nebraska Department of Education Nutrition Services (NDE) is not and will not be a party to any contract between a School Food Authority (SFA) and a Food Service Management Company (FSMC). The SFA has full responsibility for ensuring that the terms of the contract are fulfilled. NDE is required to ensure the SFA is in compliance with State and Federal procurement standards, cost principles and applicable Federal Program regulations. NDE has no involvement with the enforcement of this contract; however, can deny payment of all meals received or purchased if terms of the contract are not fulfilled.

### **PROCESS**

**NDE must approve the entire Request for Proposal (RFP) package prior to proposal solicitation.** Notice of Request for Proposals must be advertised at least once in a newspaper with state-wide distribution and sent to FSMCs that have expressed interest in operating in Nebraska (a list may be obtained from NDE).

**After a decision has been made and before the contract is signed, NDE must review and approve the following items:**

- a. newspaper advertisement with date of publication (see sample advertisement below);
- b. list of FSMCs that received the solicitation, RFP documents, and all addendums issued via email or postal mail;
- c. list of FSMCs in attendance at the pre-proposal meeting, along with a written copy of all questions with answers posted from the meeting (and provided to all FSMCs);
- d. correspondence or documented phone conversations from FSMC's opting not to submit a proposal;
- e. completed, scored Award Criteria from each committee member who completed an evaluation for each FSMC submitting a proposal;
- f. for the FSMC selected, the completed RFP/Contract and any FSMC addendums; and
- g. all FSMC certifications and attachments.

## I. INTRODUCTION

This document contains a Request for Proposal (RFP) for providing food service management for SFAs participating in the United States Department of Agriculture's (USDA) Child Nutrition Programs (CNP) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the offeror and the SFA.

**The SFA and FSMC must initial each page to confirm all terms were read and agreed to.**

## II. REQUEST FOR PROPOSAL/INSTRUCTIONS

### A. Legal Notice

Notice is hereby given that Chase County Schools  
School Food Authority, hereinafter referred to as the SFA, intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that the SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of the SFA, it is in the SFA's best interest to do so.

The SFA reserves the right to accept any proposal which it determines most favorable and responsive to the interest of the SFA. The SFA will reject any proposals that are submitted past the due date, and/or proposals that are overly responsive, non-responsive, or not in the best interest of the SFA.

The Offeror to this RFP will be referred to as the FSMC, and any contract that may arise from this RFP will be between the FSMC and the SFA.

### B. Request for Proposal

1. The SFA will consider: **Fixed Price Meal Proposal**
2. **Proposals will be received until:**  
Date: April 12, 2017  
Time/Time Zone: 12:00 PM MT  
for suppling the SFA (SFA Name): Chase County Schools  
with food service management services during school year 2017-2018  
with options for renewal of the contract for four additional terms of one year each.
3. **Proposals** are subject to all the conditions and specifications attached hereto. Proposals will be received in the office of Superintendent and shall be marked on the envelope "**Food Service Management Proposal**" with the FSMC's return address also marked on the envelope.

**SAMPLE ADVERTISEMENT**

**Nebraska SFA:** Chase County Schools **Number of Students:** 640  
is seeking sealed proposals from Food Service Management Companies for the management and operation of the district's food program. The RFP can be obtained by contacting:  
**Name:** Joseph Lefdal  
**Title:** Superintendent  
**SFA:** Chase County Schools  
**Address:** 520 E. 9<sup>th</sup> St, Imperial, NE 69033  
**Phone:** 308-882-4304  
**Email:** jlefdal@chasecountyschools.org  
**Date proposals must be received by:** April 12, 2017 **Time/Time Zone:** 12:00PM MT  
**Date proposals opened:** 4/12/2017 **Time/Time Zone:** 12:00PM MT  
**Location:** Chase County School Board Room  
**Address:** 520 E. 9<sup>th</sup> St., Imperial, NE 69033

**NDE's RFP TIMELINE**

<b>December</b>	SFAs considering a Food Service Management Company (FSMC) for the next school year <u>must</u> contact NDE to receive the Request for Proposal (RFP) Packet.
<b>February 1</b>	Deadline for SFAs to begin the RFP process if planning to contract with a FSMC for the next school year.
<b>February –March</b>	NDE must approve the entire RFP package prior to advertisement.
<b>March 30</b>	Last date for RFP advertisement in a newspaper with statewide distribution. Advertisement should be sent to all FSMCs operating or expressing interest in operating in NE. A sixty (60) calendar day solicitation period is required from the date of the advertisement.
<b>May 30</b>	Deadline for NDE to receive SFA/FSMC RFP/Contract for approval prior to execution.
<b>July 1</b>	Start of new program year. Execution date of SFA/FSMC Contract

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4. In accepting proposals, the SFA reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of the SFA.
5. Additional information required to adequately respond to this **Request for Proposal** may be obtained from:

Name: Joseph Lefdal  
Phone: 308-882-4304  
Email: jlefdal@chasecountyschools.org

*Any additional information provided to one FSMC must be provided to all.*

6. The FSMC must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.
7. Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

### C. Procurement Method

1. Procurement Method will be by Competitive Proposal and the following requirements apply:
  - a. The NDE Fixed Price RFP/Contract prototype must be used.
  - b. The SFA must advertise their intention to solicit FSMC proposals in a newspaper with state-wide distribution. FSMCs operating/expressing interest in operating in Nebraska must also be sent the intention to solicit proposals.
  - c. Proposals must be solicited from an adequate number of qualified sources.
  - d. The SFA must utilize the weighted award criteria identified in this RFP for conducting technical evaluations of the proposals received and for selecting awardees.
  - e. The award will be made to the responsive and responsible FSMC whose proposal is most advantageous to the SFA, with price and other factors considered.
2. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 2 CFR §200.319
3. Discussions with the FSMC determined for award selection may be conducted for the purpose of clarifying terms and conditions of the proposal and to assure full understanding of the requirements.
4. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

### D. Pre-Proposal Meeting and Award Timeline

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1. The SFA will use the following timeline to select a food service management company:

Task	Date	Time/ Time Zone
<b>Advertise and notify prospective FSMC of the RFP</b> <i>(Start of minimum 60 calendar day solicitation period)</i>	2/8/2017	N/A
<b>Pre-proposal conference and visitation</b> <i>(Approximately two weeks after advertisement/notification)</i>	2/28/2017	10:00 AM MT
<b>Deadline for receiving proposals</b> <i>(At least 60 calendar days after advertisement)</i>	4/12/2017	12:00 PM MT
<b>Award of Contract by Board of Education</b> <i>(Contract cannot be signed/implemented before NDE's approval)</i>	Internal Use Only 5/9/17	N/A

2. A mandatory pre-proposal meeting with interested FSMCs to review the specifications, clarify questions, and walkthrough the facilities with school officials will be held on:

**Date:** February 28, 2017  
**Time/Time Zone:** 10:00 AM MT  
**Location:** Chase County Schools  
**Address:** 520 E. 9<sup>th</sup> ST., Imperial, NE 69033

- a. If the SFA chooses to have vendor presentations these will be scheduled with each FSMC at a different time than the pre-proposal meeting.

3. Questions for Pre-Proposal Meeting:

Task	Date	Time/ Time Zone
FSMC submits written questions regarding the RFP by:	2/24/2017	12:00 PM MT
SFA will respond to all questions in writing by:	2/28/2017	10:00 AM MT

- a. Submit questions to:

**Contact Person:** Joseph Lefdal  
**Address:** 520 E. 9<sup>th</sup> St. P.O. Box 577, Imperial, NE 69033  
**Fax Number:** 308-882-5629  
**Email:** [jlefdal@chasecountyschools.org](mailto:jlefdal@chasecountyschools.org)

- b. Questions submitted prior to the Pre-Proposal Meeting may be answered at the Pre-Proposal Meeting.

- c. Questions from the floor at the Pre-Proposal Meeting must be presented in writing. These questions may or may not be answered at the Pre-Proposal Meeting.
  - d. All questions will be answered in writing and sent to all FSMCs that attend the Pre-Proposal Meeting.
4. **Written Communication** will override any verbal communication between any FSMC and the SFA that takes place during the process.

**E. Proposal Submission and Award**

- 1. The SFA must use NDE's prototype FSMC Request for Proposal and Contract. If a SFA does not complete the required procurement procedures, NDE will NOT approve the contract and meals cannot be paid for from the non-profit school foodservice account.
- 2. Two copies\* of the Competitive Sealed Proposal are to be submitted to:

<b>SFA Contact's</b>	Joseph Lefdal
<b>Name:</b>	_____
<b>Mailing Address:</b>	P.O. Box 577
<b>Physical Address:</b>	520 E. 9 <sup>th</sup> St.
<b>City:</b>	Imperial
<b>State/Zip:</b>	NE 69033

\*SFA may adjust this number

- 3. RFP opening will be at:

<b>Time/Time Zone:</b>	12:00 PM MT
<b>Date:</b>	April 12, 2017
<b>Location:</b>	Chase County Schools Board Room
<b>Address:</b>	520 E. 9 <sup>th</sup> St., Imperial, NE 69033

- a. Proposals will not be accepted after the indicated time and date.
  - b. Proposal is to be submitted in a sealed envelope marked "**Food Service Management Proposal.**" Note: The SFA reserves the right to retain all proposals. All proposals with copies of all documents pertaining to the award of contract, shall be kept by the SFA and made part of the file, which shall be open to public inspection (Nebraska Public Records Act §84-712.05).
  - c. Attendance at the Proposal opening is not encouraged or required by prospective FSMC representatives. No information will be provided at the opening.
4. The SFA reserves the right to accept any proposal which it deems most favorable to the interest of the SFA and to reject any or all proposals or any portion of a proposal submitted which, in the SFA's opinion, is not in the best interest of the SFA.

5. To be considered, each FSMC must submit a completed response to this solicitation **using the forms provided.**
  - a. No other documents submitted with the RFP and Contract will affect the Contract provisions, and **there can be no modifications to the RFP and Contract language.**
  - b. In the event the FSMC modifies, revises, or changes the RFP and/or Contract in any manner, the SFA will reject the proposal.
  - c. Exhibit F offers the SFA the opportunity to include any additional services that SFA may need, such as the specifics of a marketing program and salad bars.
  
6. Award will be made only to a qualified and responsible FSMC whose proposal is responsive to this solicitation. The FSMC will provide the following information:
  - a. Contact Information:
    - i. An introduction of the FSMC.
    - ii. The name, address, telephone number, and email of the person to be contacted, along with others authorized to represent the company in dealing with the RFP.
  - b. Executive Summary:
    - i. Highlights the major features of the proposal.
    - ii. Identifies any supporting information.
  - c. Detailed Service Capacity Plan:
    - i. Defined goals and recommendations for improved operation, including estimated increases in student participation and any changes to personnel and equipment.
    - ii. Detailed transition plan which indicates the activities, procedures, timetable, and support personnel involved in the implementation of the FSMC's services.
    - iii. Description of the variety of menu offerings to be made available and at what frequency.
    - iv. Proposed organizational chart for the on-site FSMC management team.
  - d. Experience and References:
    - i. List any similar operations and locations with contact information where the FSMC is operating food service programs. Include the number of meal and meal equivalents served daily for each type of meal service program.
    - ii. Submit a resume or listing of qualifications for the proposed resident food service director candidates.
    - iii. Resume or background of the person who will supervise the work of the resident Food Service Director and how the FSMC will ensure the best performances.
    - iv. List of any SFAs that have failed to renew their contracts with the FSMC within the last three years and their contact names/phone numbers.
    - v. Copy of the FSMC's organizational chart.
  - e. Finance/Business Practices



- b. Each area of the award criteria must be addressed in detail in the Proposal.
- c. The SFA committee members should be familiar with the regulations and requirements of the child nutrition programs, have sufficient knowledge of the SFA's goal, financial conditions, and have experience in evaluating proposals.
- d. No committee member can be an agent for, employee of, or in any other manner associated with a FSMC, or the FSMC will be precluded from participating in the RFP and subsequent contract.

10. Weight of Award Criteria:

- a. The SFA must determine in advance the point value assigned to each award criteria (to equal a total of 100 points).
- b. Cost must receive the highest number of assigned points. 2 CFR §200.320
- c. The SFA may not include prior experience with the SFA as a category, as it would restrict competition.

Point Value	Award Criteria
40	<b>Cost</b> (must be highest number of points)
15	<b>Service Capability Plan</b> (Identifies proposed food service team such as Food Service Director and demonstrates the FSMC's ability to provide services as stated in the RFP/Contract)
10	<b>Experience/References</b>
5	<b>Finance/Business Practices</b>
5	<b>Accounting and Reporting Systems</b>
5	<b>Personnel Management</b>
10	<b>Innovation</b>
5	<b>Promotion of the School Food Service Program</b>
5	<b>Involvement of Students, Staff, and Patrons</b>
100	<b>Total</b> (Must equal 100 points)

**F. Late Proposals**

Any proposal submitted, after the date and time specified, will not be considered and returned to the FSMC unopened.

**G. Altering, Amending or Withdrawing Proposal**

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

#### H. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

#### I. Firm Offer

1. By submitting a response to this Request for Proposal, and if such response is not withdrawn prior to the time for opening proposals, the FSMC understands and agrees they are making a firm offer to enter into a contract, which may be accepted by the SFA and will result in a binding contract.
2. Such proposal is irrevocable for period of ninety (90) days after the time for opening of proposal has passed. \_\_\_\_\_ (FSMC must initial and date here to show agreement).

#### J. Final Contract

The complete contract includes all documents included by the SFA in the RFP and all documents submitted by the FSMC. The contract must be approved by NDE before signing. Once approved, the complete signed contract with all attachments must be submitted to NDE.

#### K. Post Selection

All FSMCs submitting a proposal will be notified in writing of the FSMC selected for award by the SFA.

### III. STANDARD TERMS AND CONDITIONS

#### A. Definitions

The following definitions shall apply within this document and its attachments:

1. "Accounting Period(s)" means calendar month(s) or as otherwise specified by the SFA here:

--

2. "Allowable Cost" means costs allowable under 2 CFR §225, "Cost Principles for States, Local Governments, and Indian Tribes," 2 CFR §220, "Cost Principles for Educational Institutions," and 2 CFR §230, "Cost Principles for Non-Profit Organizations," as applicable, and their Attachments, and 7 CFR §200.420-475, as applicable.
3. "Applicable Credit" is the meaning established in Appendix A, Section C (4) found in 2 CFR §225, and Appendix A, Section A (5) found in 2 CFR §230 and 2 CFR §200.406.
4. "Charge" means any charge for an allowable cost which is:
  - a. Incurred by the FSMC in providing the goods and services that are identified in the SFA's Food Service Budget.
5. "Contract" means the RFP, the attached exhibits, and the FSMC's Proposal, as accepted by the SFA at its sole discretion and executed by all parties.
6. "Execution Date" means July 1, 2017. The execution date is July 1 or the date the contract is executed by all parties, whichever is later. The termination date must be June 30 of the following year. The execution date may not occur prior to NDE approval and not prior to the date the contract is signed by both parties.
7. "Fixed Price" means an agreed upon amount that is fixed at the inception of the Contract and is guaranteed for a specific period of time. A fixed-price contract may also contain an economic cost adjustment provision tied to a standard index as specified in the contract. The fixed price includes the contractor's direct and indirect administrative costs and profit allocable to the contract based on all programs identified in this RFP/contract under Standard Terms and Conditions, Section B, Paragraph 5. The offer amount should be based on the assumption that no donated USDA foods will be available for use and includes all rebates, discounts, and other applicable credits.
8. "FSMC's Proposal" means the Food Service Management Company's response to the RFP and Contract.
9. "HHFKA" means Healthy Hunger-Free Kids Act of 2010.

10. "Meal Equivalent Factor" is a determined fixed fee per meal rate. In order for the FSMC to be paid for non-meal food service, non-program meal sales activity; revenues are converted into a specific number of reimbursable lunches. The conversion of non-meal activity into an equitable number of meals is completed by dividing the total of cash receipt, other than from sales of NSLP and SBP meals, Afterschool Care Program (ASCP), Child and Adult Care Food Program (CACFP) and Summer Food Service Program (SFSP) meals, by the current meal equivalency factor.
11. "NDE-Nutrition Services" means the Nebraska Department of Education. Nutrition Services is part of the Federal Programs Team which administers Child Nutrition Programs.
12. "Non-profit School Food Service Account" means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.
13. "Program(s)" or "Child Nutrition Program(s)" means the USDA Child Nutrition Programs in which the SFA participates.
14. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.
15. "SDA" means the State Distributing Agency for USDA foods.
16. "Services" means the services and responsibilities of the FSMC as described in this RFP/Contract, including any additional services described in Exhibit F.
17. "SFA or School Food Authority" means the school food authority as defined in 7 CFR §210.2.
18. "SFA's Food Service Budget" means the budget for the Current School Year. This is attached to this Contract as "Exhibit C" and fully incorporated herein.
19. "SFA's Food Service Facilities" means the areas, improvements, personal property and facilities made available by the SFA to the FSMC for the provision of food services as fully described herein.
20. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to the SFA's school children.

21. "SFA's Food Service Program" means the preparation and service of food to the SFA's students, staff, employees and authorized visitors, including the following programs: National School Lunch Program (NSLP), School Breakfast Program (SBP), Afterschool Care Program (ASCP), Summer Food Service Program (SFSP), Fresh Fruit and Vegetable Program (FFVP), Child and Adult Care Food Program (CACFP) and a la carte food service.
22. "RFP" means the SFA's Request for Proposal and Contract and all of its attachments.
23. "USDA" means United States Department of Agriculture, Food and Nutrition Service.
24. "USDA Foods" formerly referred to as USDA commodities.

## **B. Scope and Purpose**

1. Duration of Contract: Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year **commencing on July 1, 2017 and terminating on June 30, 2018** and may be renewed for up to four additional terms of one year each upon mutual agreement between the SFA and the FSMC, given all terms and conditions have been met 7 CFR §250.53.
2. During the term of this Contract, the FSMC shall operate the SFA's Food Service Program in conformance with the SFA's agreement with NDE and the State Distributing Agency (SDA).
3. The FSMC shall have the exclusive right to operate the programs specified by the SFA in Exhibit A (SFA SITE/BUILDING LISTING – SERVICES TO BE PROVIDED), which is attached to this Contract and fully incorporated herein.
4. If applicable, and the SFA has proposed in the RFP, additional food service programs (such as Afterschool Snack Program, SFSP, Breakfast, FFVP) may be added if the SFA's needs dictate these services would be beneficial to the SFA. If the added program is not addressed in the RFP, the contract must be rebid.
- 5.

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Check all programs the SFA operates. The program(s) listed here should agree with those listed in Exhibit A (SFA SITE/BUILDING LISTING – SERVICES TO BE PROVIDED). If the SFA plans to operate other programs in the future, the SFA should check the box marked "other" to identify the programs and the year the SFA reasonably foresees it may operate the program.

- National School Lunch Program (NSLP)
- Traditional School Breakfast Program (SBP)
- Alternative Service Model i.e. grab-n-go, breakfast in the classroom
- Afterschool Care Snack Program (ASCP—NSLP)
- Summer Food Service Program (SFSP)
- Special Milk Program (SMP)
- Fresh Fruit and Vegetable Program (FFVP)
- Child and Adult Care Food Program (CACFP)
- A la Carte
- Adult Meals
- Catering
- Contract Meals:

Explain: Our A la Carte meals are seconds on entrée at the cost of \$1.00.

- Vending [vending machines supplied by the FSMC]
- Concessions [operated by the FSMC]
- Farm to School, food items locally purchased, school gardens
- Other:

**As this is a one year contract with up to four one year renewals, please anticipate changes to your existing program planned in the next five years with expected dates of implementation. Examples include adding programs such as FFVP and/or SFSP, vending meals to another SFA, adding school sites, changes to scheduling, implementing Provision Options (CEP, Provision 2), and Farm to School/school gardens.**

Chase County Schools is looking for new and innovative ways to increase our daily offerings. daily participation in programs and other ways that our students can be active participants in our lunch program. We have a strong FFA program and a full greenhouse that could be used for fresh produce production. We would also be interested in ideas utilizing fresh fruits and vegetables grown at the school or locally.

We could potentially have a pre-k program added in the future, vending machines, catering for school activities, a summer program, and afterschool snacks.

6. The FSMC shall:

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- a. Be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA;
- b. Maintain such records as the SFA will need to support its Claim for Reimbursement (e.g. menus, daily production records, and daily meal counts) under this part, and shall, at minimum, report claim information to the SFA promptly at the end of each month. Such records shall be made available to the school food authority, upon request, and shall be retained in accordance with 7 CFR §210.23(c);
- c. Implement an accurate point of service count using the counting system provided by the SFA in its application to participate in the Child Nutrition Programs and approved by NDE for the programs listed in Standard Terms and Conditions, Section B, Paragraph 5; herein, as required under USDA regulations. Counting system must eliminate the potential for the overt identification of free and reduced-price eligible students 7 CFR §245.8;
- d. Operate the SFA's Food Service Program and shall include performance by the FSMC of all the Services, which are described in this Contract, for the benefit of the SFA's students, faculty and staff;
- e. Maintain and retain all records necessary, in accordance with applicable regulations for the SFA, NDE, Nebraska State auditors, and USDA to complete required monitoring activities and make said records available to the SFA, NDE, Nebraska State Auditors and USDA upon request for the purpose of auditing, examination and review 7 CFR §210.16(c)(1); 2 CFR Part 200 Subpart F; Nebraska State Statute § 79-1089;
- f. Cooperate with the SFA in promoting nutrition education, health and wellness policies and coordinating the SFA's Food Service Program with classroom instruction;
- g. Comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of NDE and the USDA and any additions or amendments thereto, including but not limited to USDA Regulation 7 CFR §210, 215, 220, 225, 245, 250; 2 CFR §200 and 2 CFR §180, as adopted and modified by USDA Regulation 2 CFR §417; 7 CFR §215 (SMP), if applicable; 7 CFR §225 (SFSP), if applicable; 7 CFR §226 (CACFP) and 2 CFR §200.38, 74, 101 (b)(1), OMB Circulars, and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit H" and fully incorporated herein by reference. The FSMC will assist in the implementation and adherence of all rules as a result of the Healthier Hunger-Free Kids Act of 2010;
- h. Automatically incorporate any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, effective as of the date specified in such law or rule;
- i. Comply with all the SFA's building rules and regulations;

- j. Provide additional food service such as banquets, parties, and refreshments for meetings as requested by the SFA as follows:

Chase County Schools could use catering for banquets, parties, parent/teacher conferences and refreshments.

- k. Bill the SFA or organization requesting additional food service for the actual cost of food, supplies, labor, plus a mutually agreed-upon cost for administrative overhead negotiated outside of this contract that is sufficient to ensure that special functions and catering are not subsidized by the nonprofit school food service; and
- l. Agree any additional food service is for the SFA only and the FSMC cannot use the SFA's facilities to provide for functions not related to the SFA or outside organizations.

7. The SFA shall:

- a. Ensure the food service operation is in conformance with the SFA's agreement under the program 7 CFR §210.16 (a)(2);
- b. Retain control of the quality, extent, and general nature of the food service;
- c. Retain signature authority for the application and contract, free and reduced price policy statement, and Programs indicated in Standard Terms and Conditions, Section B, Paragraph 5, herein, and the monthly claim for reimbursement 7 CFR §210.9(a) and (b); 7 CFR §210.16(a)(5);
- d. Maintain responsibility for the implementation of the free and reduced policy in accordance with 7 CFR §245;
- e. Develop and distribute the Letter to Households and Free and Reduced-Price School Meals Application and conduct Direct Certification 7 CFR §245.5;
- f. Determine eligibility for free and reduced-price meals and free milk in accordance with 7 CFR §245;
- g. Conduct any hearings related to determinations and appeals;
- h. Conduct verification of applications for Free and Reduced-Price Meals as required by USDA regulations;
- i. Establish and maintain the free and reduced-price meals' eligibility roster 7 CFR §210.7(c), 7 CFR §210.9 (b) (18), and 7 CFR §245.6(e);
- j. Conduct the SFA's Food Program in accordance with 7 CFR §210, 215, 220, 226, 245, 250 and FNS instructions and polices, as applicable;
- k. Supervise the food service operation in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including those of NDE and USDA regarding the Child Nutrition Programs;
- l. Establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals, milk, and a la carte (including vending, adult meals,

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- contract meals, and catering) (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.);
- m. Ensure compliance that in order to offer a la carte food service, the SFA must also offer free, reduced price and paid reimbursable meals to all eligible children 7 CFR §210.16(a);
  - n. Establish, communicate, and institute a meal charge policy, which if applicable addresses the availability of alternate meals SP 46-2016;
  - o. Control the Non-profit School Food Service Account and overall financial responsibility of the SFA's Food Service Program;
  - p. Monitor and ensure responsibility of internal controls as required under 7 CFR §210.8 (a) and to ensure resolution of Program reviews and audit findings;
  - q. Monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations 7 CFR §210.16(a)(3);
  - r. Ensure the accuracy of the counting and claiming system (7 CFR §210.8 (a)(1)); If there is more than one SFA food service location conduct Breakfast and Lunch on-site reviews of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year (7 CFR §210.8);
  - s. Ensure compliance with the requirements of Subpart D of 7 CFR §250 and with the use of donated foods in paragraphs (b) and (c) of 7 CFR §250.59; and
  - t. Ensure NDE has reviewed and approved the contract terms and that the SFA has incorporated all NDE required changes into the contract or amendment before any contract or an amendment to an existing FSMC contract is executed.
8. The SFA and FSMC agree this Contract does not permit all income and expenses to accrue to the FSMC and is neither a cost-plus-a-percentage-of-income nor a cost-plus-a-percentage-of-cost contract as required under the USDA Regulations 7 CFR §210.16(c) and 7 CFR §3016.
9. Payments on any claim shall not preclude the SFA from making an adjustment on any item found not to have been in accordance with the provisions of this Contract and bid specifications.
10. The SFA may request of the FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Any food and beverages must meet the USDA Smart Snack Rule.
11. Any change to the scope of services to be provided by the FSMC that is beyond the scope or original intent of this RFP/Contract must be rebid.
12. Any changes to the terms or conditions of this Contract, which are required by Federal or State laws or rules, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

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13. Gifts from the FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. (7 CFR §3016.36) To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards (SP 09-2015 and CFR §200.112 and 318).
14. Any additional payments to the SFA or any foundation or organizations associated with the SFA that are unrelated to food service, such as money or rebates for school improvements and student scholarships are not allowable.
15. The FSMC shall obtain and post all licenses and permits that it is required to hold under federal, state or local law.
16. Summer Food Service Program (SFSP): In the event that the RFP requires the FSMC to provide management services for the SFA's SFSP, the parties agree to operate the Program according to federal, state, and local regulations.
17. Child and Adult Care Food Program (CACFP): In the event that the RFP requires the FSMC to provide management services for the SFA's CACFP, the parties agree to operate the Program according to federal, state, and local regulations.
18. Fresh Fruit and Vegetable Program (FFVP): In the event that the FSMC provides management services for the FFVP at any of the SFA's Food Service Locations, the SFA and the FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools as well as USDA guidance issued via memorandum, SP 33-2012. The FFVP is a cost-based grant. All cost submitted for the SFA's FFVP monthly claim must be fully documented by invoice and time certification. The SFA and the FSMC further agree that full disclosure of participation in the FFVP is provided under Standard Terms and Conditions, Section B, Paragraph 5 of this RFP/contract and any FFVP administrative expenses are considered part of the fixed meal price and not billed separately. The FSMC will bill the SFA using the actual costs of fruits/vegetables, small supplies and foodservice staff labor which is not included in any other meal fee. The total of these costs will be converted to meal equivalents and then multiplied by the FSMC's FFVP fee per ME. Refer to Appendix B – Fresh Fruit and Vegetable Program.

**C. Food Service**

1. The FSMC shall:
  - a. Serve meals on such days and at times as requested by the SFA;
  - b. Offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in the SFA's Food Service Programs as indicated in Standard Terms and Conditions, Section B, Paragraph 5 herein;

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- c. Will adhere to the SFA's Local Charge Policy regarding serving alternate meals to children who have exceeded the SFA's charge limit;
- d. Must offer free, reduced-price, and full price reimbursable meals to all eligible children in order to offer a la carte food service 7 CFR §210.16(a);
- e. Promote maximum participation in the Program;
- f. Provide specified types of service in the schools/sites as listed in Exhibit A (SFA SITE/BUILDING LISTING – SERVICES TO BE PROVIDED);
- g. Sell on the premise only foods and beverages authorized by the SFA and only at the times and places designated by the SFA in accordance with all provisions of USDA's Smart Snacks Final Rule;
- h. Fully cooperate with the SFA in resolving review and audit issues. The FSMC shall indemnify the SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from the FSMC's intentional or negligent acts; and
- i. Support the SFA's compliance with the 2010 Healthy Hunger Free Kids Act Reauthorization (HHFKA) including, but not limited to:
  - i. Provide meals that meet the HHFKA and implementation schedule.
  - ii. Plan menus and serve meals that meet the required USDA certification for the SFA to receive the additional \$.06 reimbursement.
  - iii. Ensure that water is available at no cost or restriction to all students during breakfast, lunch and afterschool snack service.
  - iv. Ensure that all milk offered meets the milk variety and fat requirements.
  - v. Maintain records to ensure that non-program food revenue is reported in a manner to document and ensure the SFA's compliance.
  - vi. Maintain and retain daily production records on-site to demonstrate compliance with meal pattern requirements for all programs the SFA participates in.
  - vii. Daily productions records must be immediately available for review by NDE upon request.

2. Special Dietary Needs:

- a. The FSMC is required to make substitutions in the food components of the meal pattern for:
  - i. students with disabilities when their disability restricts their diet as stated in the student's Individual Educational Plan (IEP) or 504 Plan; and /or
  - ii. a medical statement completed and signed by a medical authority, must be on file prior to making meal accommodations outside of the meal pattern requirements 7 CFR §210.10(m)(1); 7 CFR 220.8 (m); SP 32-2015 and SP 59-2016. Forms are available at NDE Nutrition Services website:  
<http://www.education.ne.gov/NS/index.html>

- b. The SFA and the FSMC will work together in the decision to make substitutions in the food components of the meal pattern for students with a medical or special dietary needs.
3. The SFA must indicate below if they want the FSMC to provide approved fluid milk substitutes for nondisabled students who have requested a substitution.
- The FSMC provides approved fluid milk substitutes for nondisabled students who can't consume fluid milk due to medical or special dietary needs.
    - a. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a medical statement for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet.
    - b. Approval for fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or the SFA changes its substitution policy for nondisabled students.
    - c. Fluid milk substitutes shall provide nutrients as required by federal and state regulations 7 CFR §210.10(m) and 7 CFR §220.8 (m).
    - d. There will be no additional charge to the student for such substitutions.
  - The FSMC does not provide approved fluid milk substitutes for nondisabled students who can't consume fluid milk due to medical or special dietary needs.

**D. Menus/Use of Advisory Group/Wellness Policy**

1. The SFA shall:
- a. Establish the advisory group and wellness policy. The FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of students, teachers, and parents to assist in menu planning. The attendance and minutes of these meeting will be documented by the SFA 7 CFR §210.16(a)(8);
  - b. Include a 21-day cycle menu for breakfast, lunch, after-school snack, summer food service meals, child and adult food service meals, fresh fruit and vegetables program, and a la carte offering as applicable for each program listed in the Standard Terms and Conditions, Section B, Paragraph 5 of this RFP/Contract and food specifications attached in Exhibit E to this RFP/Contract; and
  - c. Approve the FSMC's menus no later than two weeks prior to service 7 CFR §210.16.
2. The FSMC shall:
- a. Serve meals which follow the 21-day menu cycle and meet the food specifications contained in Exhibit E, attached to this RFP/Contract, and fully incorporated herein, and meet Child Nutrition Program requirements;

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- b. Follow the 21-day menu plan and Meal Specifications submitted in the proposal for the SFA's Food Service Programs indicated in the Standard Terms and Conditions, Section B, Paragraph 5 of this RFP/Contract herein;
- c. Not change or vary the menus after the first menu cycle for the SFA's Food Service Programs indicated in the Standard Terms and Conditions, Section B, Paragraph 5 of this RFP/Contract herein, without written approval of the SFA;
- d. Justify and document in writing requests for any changes or substitutions to the SFA menu of lower quality food items;
- e. Maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to the SFA, the NDE and the USDA for review upon request 7 CFR §210.16(c)(1) and 7 CFR §210.23;
- f. Submit a detailed list of FFVP offerings which include portion sizes if the SFA participates or has plans of participating in the FFVP program;
- g. Adhere to and assist in the implementation, enforcement, and evaluation of all nutrition related requirements in the SFA's Local Wellness Policy;
- h. Remain informed of increasing industry standards and assist the SFA in its Local Wellness Policy to reflect the highest current nutrition related standards, including all provisions of USDA's Smart Snacks Final Rule;
- i. Comply with all Federal, State, and local laws that affect school meal preparation and service; and
- j. Cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.

**E. Purchases**

1. The SFA must check one of the purchasing options stated below:
  - The SFA will do all purchasing for the CNP.
  - Except for Chart 7, the SFA will do all purchasing for CNP.
2. If the FSMC is procuring goods or services which are being charged to the SFA under the awarded contract outside of the fixed price per meal (i.e. equipment), the selected FSMC is acting as an agent for the SFA and must adhere to:
  - a. The same procurement rules under which the SFA must operate and the selected FSMC may not serve as a vendor.
  - b. The SFA shall ensure:
    - i. The FSMC fully discloses and returns all the discounts, rebates, applicable credits, allowances and incentives received by the FSMC based on the purchases made on behalf of the SFA.
3. Whether the SFA conducts its own procurement or whether the FSMC procures products on behalf of the SFA, the FSMC may not require any additional liability coverage, beyond that which the SFA would require under procurement not involving the FSMC.
4. Any purchase of food must at a minimum meet, the specifications listed in Exhibit E.

5. Prior to the start of initial operations, the selected FSMC and the previously self-operated SFA will take a beginning inventory of all usable food, supplies, and USDA Foods on the premises. The selected FSMC will utilize such inventory at a value determined by fair market value of foods supported by invoice and the USDA food unit value when allocated by the SFA. The dollar value determined will be credited to the SFA in the FSMC's first billing cycle. If the SFA was under a contract with another FSMC the prior year, the newly contracted FSMC is not required to include USDA Foods in the beginning inventory but must still credit all other items as previously described.
6. The SFA and FSMC shall comply with the Buy American provision for contracts that involve the purchase of food 7CFR§210.21(d). The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.
7. The FSMC shall provide Child Nutrition (CN) labeling, Product Specification information, Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with USDA regulations.

## F. USDA Foods

1. The SFA Shall:
  - a. Retain title to all USDA Foods and follow all required contract provisions 7 CFR §210, 220, 225, 226, and 250 as applicable;
  - b. Ensure all USDA foods made available to the FSMC, including processed USDA foods accrue only to the benefit of the SFA's Non-profit Food Service Account and are fully utilized therein. All refunds and rebates received from processors regarding USDA foods must be retained by the SFA;
  - c. Ensure that the FSMC is in compliance with the requirements of the inventory, storage and record retention of USDA Foods through its monitoring of the food service operation, as required in 7 CFR §210, 225, 226;
  - d. Maintain responsibility for procuring processing services, private storage facilities, or any aspect of financial management relating to USDA Foods 7 CFR §250.15;
  - e. Assure the maximum amount of USDA Foods usable in the food service are received and utilized by the FSMC 7 CFR §210.9(b)(15);
  - f. Consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA; and
  - g. Conduct a reconciliation at least annually (and upon termination of the contract) to ensure the FSMC has credited the value of all donated foods received for use in the SFA's food service in the school or fiscal year, including, in accordance with the requirements in 7 CFR §250.51(a), the value of donated foods contained in

processed end products. This may be done by using the "Value of Commodities Shipped" report found on the SDA's CNPweb ordering system.

2. The FSMC shall:

- a. Perform the following activities in accordance with 7 CFR §250 Subpart D and the SFA's Child Nutrition Recipient Agency Agreement with the SDA:

(The SFA shall check all that apply)

- Order or request USDA Foods including end products in accordance with the SFA's agreement with the SDA.
- Pay distribution and processing fees in accordance with the SFA's agreement with the SDA.

- b. Act as an intermediary in passing the donated food value in processed end products on to the SFA;
- c. Provide further assurance that all activities will be performed in accordance with the applicable requirements in 7 CFR §250 and with other applicable Federal regulations referenced in 7 CFR §250;
- d. Accept and use all allocated donated ground beef, donated pork, and all requested end products containing beef or pork, in the SFA's Food Service Program;
- e. Use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. Origin, and of equal or better quality than the donated foods, in the SFA's food service;
- f. Agree to select, accept and use USDA Foods in as large a quantity as may be efficiently utilized in the SFA's nonprofit food service. The FSMC shall consult with the SFA in the selection of USDA foods; however, the final determination as to the acceptance of USDA foods must be made by the SFA;
- g. Provide assurance not to enter into any processing agreements as required in 7 CFR §250 Subpart C;
- h. Accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods;
- i. Be prohibited from cashing out USDA Foods and providing a credit to the SFA for USDA Foods; and
- j. Consistent with the provisions of 7 CFR §250 concerning the storage and inventory management of USDA Foods, FSMC shall:
- i. Store and inventory donated foods together with foods it has purchased commercially only to the extent that such a system ensures compliance with the requirements for crediting and use of donated foods in 7 CFR §250.51(d).
- ii. Allow the SDA, sub distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives to perform onsite reviews of the FSMC's food service

operation, including review of records, to ensure compliance with requirements for the management and use of USDA Foods 7 CFR §250.53(a)(10).

- iii. Maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR §250.54(b). Failure by the FSMC to maintain the required records under this section shall be considered prima facie evidence of a breach of this agreement and loss of USDA Foods.
3. The FSMC will disclose and credit to the SFA the values of USDA Foods that are received for use each month, including entitlement and bonus foods and the value of USDA Foods contained in processed end products, in accordance with 7 CFR §250.51(a). The FSMC will credit the SFA by deducting the value of USDA Foods received for use each month on the monthly invoices to the SFA, regardless of whether the FSMC has used the foods or not. Credits shall be recorded on the monthly invoice as a separate line item. The FSMC must provide detailed information on receipt of each USDA Foods item received, which is attached to the monthly invoice that identifies the type, quantity and cash value as found on the "Value of Commodities Shipped" report or "Allocations" within the SDA's CNPweb ordering system. The cash value of USDA Foods is the unit value when allocated by the SDA. Prior to the expiration of each Contract Term (July-June), the SFA shall be credited in full for all USDA Foods-received by the FSMC 7 CFR §250.51(a).
  4. The FSMC acknowledges that extensions or renewals of this Contract are contingent upon the fulfillment of all contract provisions related to USDA Foods 7 CFR §250.53(a)(12).
  5. Upon termination of this Contract or subsequent renewals terminates, the FSMC must return all unused donated ground beef, donated ground pork, processed end products; and other unused USDA Foods to the SFA.

**G. Employees**

1. The FSMC shall provide and pay a staff of qualified management and operational employees assigned to duty on the SFA's premises for efficient operation of the Programs. The SFA reserves the right to interview and approve the on-site food service manager or director.
2. The SFA must designate if the current SFA employees, will be retained by the SFA or be subject to employment by the FSMC. The section below must agree with the information reported on Exhibit D, Chart 1A: Labor Work Sheet-SFA and Exhibit D and Chart 1 B: Labor Work Sheet-FSMC. Employees will be retained by:

- SFA
- FSMC
- Both SFA and FSMC

3. Any food service position not identified in Exhibit D shall be an employee of the SFA.
  - a. Such employees shall be indirectly supervised on the SFA's behalf by the FSMC management employees provided, however,
  - b. The SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
  
4. The FSMC shall:
  - a. Provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal. Specific locations and assignments will be provided to the SFA two calendar weeks prior to the commencement of operation;
  - b. Comply with all wage and hours of employment requirements of federal and state laws;
  - c. Be responsible for supervising and training personnel, including the SFA and the FSMC employed staff;
  - d. Be responsible for the hiring and termination of non-management staff who are employees of the FSMC;
  - e. Provide Workers' Compensation coverage for its employees, as required by law;
  - f. Instruct its employees to abide by the policies, rules, and regulations with respect to use of the SFA's premises as established by the SFA and furnished in writing to the FSMC;
  - g. Maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA;
  - h. Assign to duty on the SFA's premises only employees acceptable to the SFA;
  - i. Cause all of its employees assigned to duty on the SFA's premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to the SFA upon request;
  - j. Remove any employee who violates health requirements or conducts him/herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws; and
  - k. Not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of the FSMC or the SFA discharged from or voluntarily leaving the service of the FSMC or the SFA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
  
5. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
  
6. In the event of the absence, termination, removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.

7. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
8. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
9. To the extent and in the manner required by state law, the FSMC shall perform a security/criminal (background) check on any FSMC employee that will be working at the SFA and disclose the results to the SFA.
10. The FSMC shall conduct and document civil rights training for all food service employees, including front-line staff, on an annual basis.
11. Both the SFA and the FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, 7 CFR §210.30, throughout the initial term and all renewals of this Contract. SFAs that operate the NSLP and SBP, must establish and implement professional standards for school nutrition program directors, managers, and staff as defined in 7 CFR §210.2. Both the SFA and FSMC shall establish and implement the foregoing standards and requirements under this Contract. Costs incurred by the FSMC to meet these standards shall not be passed on to the SFA.

#### **H. Use of Facilities, Inventory, Equipment, and Storage**

1. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises in which the FSMC shall render its services.
2. The SFA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.
3. The FSMC and SFA shall, for:
  - a. Non-expendable supplies and capital equipment:  
At the commencement, termination or expiration of this Contract,
    - i. Take a physical inventory of all non-expendable supplies and capital equipment owned by the SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in the SFA's Food Service Program;
    - ii. Mutually agree on the usability of such supplies and equipment; at the expiration or termination of this Contract, the FSMC shall surrender to the SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear.
    - iii. Damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except

- through the negligence of the FSMC or its employees, or for any other reason beyond the control of the FSMC; and
- iv. Sign a summary of the beginning inventory and ending inventory at the expiration or termination of this Contract. A copy of each on file must be kept with this Contract.

4. The FSMC shall:

- a. Maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level specified by the SFA;
- b. Maintain adequate storage procedures, inventory and control of USDA Foods in conformance with the SFA's agreement with the SDA;
- c. Provide the SFA with keys for all food service areas secured with locks;
- d. Not remove any SFA owned equipment from SFA's premises;
- e. Comply with all SFA building rules and regulations; and
- f. Surrender to the SFA all the SFA's equipment and furnishings in good repair and condition. Reasonable wear and tear accepted upon termination of this Contract.

5. The SFA shall:

- a. Replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from careless use by the employees of the FSMC;
- b. Provide the FSMC with local telephone service, water, gas and electric service for the food service program;
- c. Furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations;
- d. Be responsible for any losses as determined by the SFA in agreement with the FSMC, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within control of the FSMC;
- e. Not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises;
- f. Shall retain title to all the SFA food and supplies in the SFA during the course of this Contract; and
- g. Have access, with or without notice to all of the SFA's facilities used by the selected FSMC for the purpose of inspection and audit.

## I. Health Certifications, Food Safety, and Sanitation

1. The FSMC shall:
  - a. Maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of 7 CFR §210.13(b), 7 CFR §210.9(b) (14);
  - b. Maintain all State of Nebraska and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract 7 CFR § 210.16(c)(2);
  - c. Obtain and post all licenses and permits as required by federal, state, and/or local law;
  - d. Comply with all local and state sanitation requirements applicable to the preparation of food 7 CFR §210.16(a)(7);
  - e. Adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by 42 U.S.C. §1758(h)(5)(A); and
  - f. Allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by 42 U.S.C. §1758(h)(1).
  
2. The SFA shall:
  - a. Maintain applicable health certification;
  - b. Ensure the FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at an SFA facility 7 CFR §210.16(a)(7); and
  - c. Provide sanitary toilet and hand washing facilities for the employees of the FSMC as required by state and local sanitation requirements.
  
3. The SFA and FSMC will follow the responsibility for tasks as designated in Exhibit D: List of SFA Charts and Attachments, Chart 7, Designated Program Expenses.

## J. Financial Terms

1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, a la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis.
  
2. Any profit or guaranteed return shall remain in the SFA's Non-profit School Food Service Account.

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3. The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
4. The FSMC will be responsible for providing the SFA with calculations of non-program food costs and program revenues in compliance with 7 CFR Part 210.14 (f). This information is due by June 30 unless otherwise mutually agreed upon as stated here: \_\_\_\_\_. The information must include food costs for reimbursable meals, food cost for non-program foods, and total revenue. Non-program foods include: a la carte; catering, vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described.
5. All facilities, equipment and services to be provided by the SFA shall be provided at the SFA's expense.
6. "Meal Equivalency Factor" means the sum of the current year's Federal Free Rate of Reimbursement, State Match Reimbursement Rate and Value of USDA Entitlement USDA Foods. The fixed per meal equivalent factor will be determined by:

Computation of Meal Equivalency Factor (MEF)

Year One Meal Equivalency Factor (MEF)	
1. Current Year Federal Free Rate of Reimbursement for Lunch plus current performance based incentive :	\$3.22
2. Current Year State Match Reimbursement Rate for Lunch:	\$0.02
3. Current Year Value of USDA Entitlement USDA Foods:	\$0.23
<b>Total Meal Equivalency Factor (Sum of 1+2+3)</b>	<b>\$3.47</b>

If the awarded contract is renewed, the MEF is recomputed for each renewal year and is provided by NDE in the renewal amendment.

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7. Payment Terms/Method – Fixed Price per Meal Fee Bid:
- a. The FSMC must bid and will be paid a fixed fee per meal. The offer amount should be based on assumption that no donated USDA Foods will be available for use and includes all expected rebates, discounts and other applicable credits. The method by which the FSMC will use and account for USDA Foods shall be in accordance with section F of the Standard Terms and Conditions herein above.

<b>TO BE COMPLETED BY THE FSMC:</b>	
<b>Meal Type</b>	<b>Fee Per Meal</b>
<b>NSLP Fixed Price Per Meal Fee</b>	Breakfast: \$
	Lunch: \$
	Afterschool Snack: \$
<b>SFSP Fixed Price Per Meal Fee</b>	Breakfast: \$
	Lunch: \$
	Snack: \$
<b>CACFP Fixed Price Per Meal Fee</b>	Breakfast: \$
	Lunch: \$
	Supper: \$
	Snack: \$
<b>Special Milk Program/Milk Break</b>	Price per Carton: \$
<b>FFVP Meal Equivalent Fee</b> (used for the conversion of monthly FFVP costs; includes food and operational costs only)	\$
<b>Meal Equivalent Fee for Non-Reimbursable Sales:</b> ala carte, ineligible student meals, extra milk at meal time, paid adult meals, gratis adult meals.	\$
<b>Meal Equivalent Factor</b>	<b><u>\$3.47 for SY 2017-18</u></b>

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- b. The Fixed Price per Meal Fees, Meal Equivalent Fees, and Meal Equivalency Factor may be increased on an annual basis based on the Consumer Price Index for All Urban Consumers during the 12-month period (May-May) of the previous year.
    - i. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA.
    - ii. Such percentage change will be provided by NDE.
    - iii. No other fee increases will be allowed.
    - iv. Renewal year contracts are contingent upon fulfillment of all contract provisions.
    - v. All contract renewals shall be for a period of one year upon mutual agreement between the SFA and FSMC. Renewal contracts cannot be effective prior to the final approval date by NDE and signed by both parties.
  - c. No payment will be made to the FSMC for meals that:
    - i. are spoiled or unwholesome at the time of delivery;
    - ii. do not meet detailed specifications as developed by the SFA for each food component in the meal pattern; or
    - iii. do not otherwise meet the requirements of this Contract.
8. Payment Terms/Method: The FSMC shall invoice the SFA within fifteen (15) days after the end of each Accounting Period for the total amount of the SFA's financial obligation for that Accounting Period.
9. No interest or finance charges that may accrue under this Contract may be paid from the SFA's Nonprofit School Food Service Account.
10. Insert if guaranty included in RFP: **The SFA to include if requesting a guaranty.**
  - a. The SFA and FSMC shall cooperate to ensure that the SFA's Food Service Program is operated in accordance with the SFA's Food Service Budget.
  - b. In the event the FSMC's operation of the SFA's Food Service Program results in a loss greater than the projected loss or a profit that is less than the projected profit stated, the FSMC shall, within thirty (30) days, pay the SFA a guaranty payment as provided for by the "Schedule of Terms for FSMC Guaranty" which is attached to this Contract as "Exhibit G" and fully incorporated herein.
  - c. In the event the FSMC pays a guaranty, the FSMC may not recover the guaranty from the SFA in subsequent Contract years.
11. The SFA shall not be responsible for any expenditure incurred by the FSMC before execution of this Contract and approval by NDE.

## K. Books and Records

1. The FSMC shall:
  - a. Maintain records (supported by invoices, receipts, or other evidence) the SFA will need to meet monthly reporting responsibilities and
    - i. Submit monthly operating statements in a format approved by the SFA no later than the 15th day of the month, or \_\_\_\_\_, following the month in which services were rendered; and
    - ii. Submit participation records, including claim information by eligibility category, no later than 5th day of the month unless otherwise determined by the SFA & FSMC, following the month in which services were rendered. The SFA will complete edit checks on the submitted participation records prior to preparation and submission of the claim for reimbursement. When applicable, to support a timelier reimbursement claim, participation records shall be submitted prior to month end if the month end is preceded by more than four (4) non-school days (e.g., December);
  - b. Maintain records at the SFA's premises to support all expenses appearing on the monthly operating statement;
  - c. Keep records in an orderly fashion according to expense categories;
  - d. Provide the SFA with a year-end statement;
  - e. Provide all documents necessary for the independent auditor to conduct the SFA's single audit;
  - f. Make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain;
  - g. Make the books and records available for audit, examination, excerpts, and transcriptions by the SFA or any state or federal representatives and auditors;
  - h. Retain records beyond the three-year period if audit findings regarding the FSMC's records have not been resolved within the three-year record retention period, for as long as required for the resolution of the issues raised by the audit 7 CFR §210.9(b)(17), 7 CFR §3016.36(i)(10), and 7 CFR §3019.48(d);
  - i. Maintain all records on site as required to support the SFA's claim for meal reimbursement 7 CFR §210.17(c)(1); and
  - j. Authorized representatives of the SFA, NDE, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.
2. The FSMC shall not remove federally required records from the SFA premises upon the expiration or termination of this Contract.

## L. Term and Termination

1. If at any time, the SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable the SFA to carry out its financial obligation to the FSMC, the SFA shall have the option to terminate this Contract by giving ten (10) days written notice to the FSMC.
2. In the event either party commits material breach of this contract, the non-breaching party shall give the breaching party written notice specifying the default; the breaching party shall have thirty (30) days to cure the default.
  - a. If the default is not cured within that time, the non-breaching party shall have the right to terminate this Contract for cause by giving thirty (30) days written notice to the breaching party.
  - b. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract.
  - c. Notwithstanding the foregoing termination clause, in the event the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to the SFA, the SFA may terminate this Contract immediately.
3. Either party may terminate this Contract for cause by providing at minimum sixty (60) days prior written notice to the other party (7 CFR §210.16(c)(3)(d)).
4. In the event of the FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, the SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against FSMC. Nonperformance subjects the FSMC to specified sanctions in instances where the food service management company violates or breaches contract terms. The SFA shall indicate these sanctions in accordance with the procurement provisions stated in 7 CFR §210.21.
5. The FSMC shall promptly pay the SFA the full amount of any meal over claims, disallowed costs or other fiscal actions which are attributable to the FSMC's actions hereunder, including those over claims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.
6. The SFA is the responsible authority, without recourse, to the USDA or NDE for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.

## M. Insurance

***The SFA MUST evaluate and determine acceptable insurance limits for this section.***

1. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Nebraska. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
2. The information below must be completed by the SFA:
  - a. Comprehensive General Liability—includes coverage for:
    - i. Premises—Operations
    - ii. Products—Completed Operations
    - iii. Contractual Insurance
    - iv. Broad Form Property Damage
    - v. Independent Contractors
    - vi. Personal Injury: \$ \_\_\_\_\_ or \$1,000,000 coverage  
Combined Single Limit
  - b. Automobile Liability: \$ \_\_\_\_\_ or \$ 1,000,000 coverage Combined Single Limit.
  - c. Workers' Compensation—Statutory: \$ \_\_\_\_\_ or \$ 500,000 Employer's Liability with a combined single limit.
  - d. Excess Umbrella Liability: \$ \_\_\_\_\_ or \$0.00 combined single limit or with a combined single limit of \$0.00.
3. The SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
4. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
5. Notwithstanding any other provision of this Contract, the SFA shall not be liable to the FSMC for any indemnity.

## N. Trade Secrets and Proprietary Information

6. During the term of this Contract, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC) and similar compilations regularly used in the FSMC business operations ("Trade Secrets").
  - a. The SFA shall not disclose any of the FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract, except as required by NE Law.
  - b. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC.

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- c. All Trade Secrets and other confidential information shall remain the exclusive property of the FSMC, and shall be returned to the FSMC immediately upon termination of this Contract.
  - d. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods.
  - e. Without limiting the foregoing and except for software provided by the SFA, the SFA specifically agrees all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to the FSMC and not the SFA.
  - f. Furthermore, the SFA's access or use of such software shall not create any right, title interest or copyright in such software and the SFA shall not retain such software beyond the termination of this Contract.
  - g. All of the SFA's obligations under this section are subject to the SFA's obligations under Nebraska Statute including the public records laws and any other law that may require the SFA to use, reproduce or disclose the FSMC's confidential information.
  - h. This provision shall survive termination of this Contract.
7. Any discovery, invention, software or program, where the development of which is paid for by the SFA, shall be the property of the SFA to which NDE and the USDA shall have unrestricted rights.
8. During the term of this Contract, the FSMC may have access to the SFA's Confidential Information, including identifiable, confidential student information that is protected from disclosure by federal law 42 U.S.C. §1758(b) (6)), 20 U.S.C. §2032(g) and 34 CFR part 19.
- a. The FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter.
  - b. The FSMC further agrees that the FSMC has no independent rights to this information. They will not make any of the SFA's Confidential Information available in any form to any third party, nor use Confidential Information for any purpose other than the performance of the FSMC's obligations under this Contract.
  - c. The FSMC will use reasonable security measures to protect the SFA's Confidential Information from unauthorized access, use or disclosure and ensure that the SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract.

- d. Immediately upon the termination or expiration of this Contract, the FSMC shall return to the SFA any copies of SFA's Confidential Information provided to the FSMC by the SFA, and the FSMC will destroy all other copies of the SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Other non-confidential program records pertaining to the contract period and renewals will be given to the SFA. If the SFA contracts for meals with another SFA of a Child Nutrition Program, the FSMC shall also provide that SFA with all pertinent documents for the contract period and renewals.

**O. Summer Food Service Program (Also Refer to Appendix A)**

1. The SFA shall be responsible for determining eligibility of all SFSP sites.
2. The SFA, as sponsor, shall be responsible for all management responsibilities of the SFSP, as described in 7 CFR § 225.15(a)(3), described in Appendix A.

**P. Optional Services to Be Included (To be completed by the SFA)**

1. The SFA and FSMC will not be able to incorporate into their agreement by any method, including an additional exhibit or guaranty terms that the FSMC will provide items without the SFA stating such options in the RFP prior to issuance.  
**The scope of this Contract will include these additional services. The SFA must clearly indicate if any additional services are being requested in Exhibit F.**
2. Financing of Certain Equipment:  
The FSMC may finance expendable equipment for the SFA's Food Service Program in an amount not to exceed \$5,000 or a lesser amount which has been specified by the SFA's Capitalization Threshold of:                   N/A                  .
  - a. The SFA will conduct procurement in accordance to applicable state and federal rules and regulations for any purchase that is financed by the FSMC;
  - b. The FSMC cannot be the vendor for any procurement that it finances for the SFA.
  - c. The SFA shall repay any financing provided by the FSMC at the rate specified when the equipment was purchased. The sum shall be charged to the SFA as a Direct Cost to the food service program.
  - d. Ownership of the equipment shall at all times remain with the SFA.

- e. Any equipment costing \$5,000 or more must be approved in advance by NDE.

If the Contract expires or is terminated prior to the complete repayment of the investment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Contract, either the SFA will: <b>(SFA must check below what will happen to the investment/equipment)</b>	
X	Reimburse the FSMC the unpaid portion of the investment.
	Deliver the equipment or other items funded by the investment to the FSMC.
	Lease purchase the equipment or other items funded by the investment from the FSMC and continue to pay the FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid. In this event, the SFA's obligation under the Lease Purchase Agreement with the FSMC shall be subject to the SFA's ratification of the rental agreement for each ensuing fiscal year.

**Q. Certifications**

1. The FSMC shall execute and comply with the following Certifications which are attached to this Contract as Exhibits and fully incorporated herein:
  - a. Anti-collusion Affidavit (Exhibit K);
  - b. Certification Regarding Lobbying (Exhibit L); and
  - c. Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable (Exhibit M).

**R. Miscellaneous**

1. Governing Law: This Contract is governed by and shall be construed in accordance with Nebraska law.
2. Headings: All headings and formatting contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
3. Incorporation/Amendments:
  - a. This Contract, which incorporates the attached Exhibits A – M and the SFA's RFP and Contract (collectively the "Contract Documents"), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract.
  - b. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:

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- i. Contract;
- ii. The FSMC's proposal documents approved by the SFA; and
- iii. The SFA's RFP.

No modification to this Contract shall become valid unless made in writing, signed by the parties, and approved by NDE.

4. Indemnity:

- a. Except as otherwise provided in this Contract, the FSMC will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss, and expense, including reasonable collection expenses, attorneys' fees, and court costs which may rise because of the actions of the FSMC, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of the SFA, its employees or agents.
- b. This clause shall survive termination of this Contract.

5. Nondiscrimination: In accordance with Federal law and United States Department of Agriculture policy, this Institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. Both the SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SFSP-SSO, or SFSP will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

6. Notices:

- a. All communications, in any form, which are required or permitted hereunder, except those required under Emergency Notification herein, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, or by facsimile transmission to the address (or to the facsimile or telephone number), as follows:

To the SFA: Chase County Schools, c/o Joseph Lefdal  
520 E. 9<sup>th</sup> St., P.O. Box 577, Imperial, NE 69033

To the FSMC: \_\_\_\_\_

Copy to: \_\_\_\_\_

- b. If such notice is as above, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.

7. Severability: If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

8. Silence, absence or omission: Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best

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commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

9. Subcontract/Assignment: No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA, except that the FSMC may, after notice to the SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
10. Waiver: The failure of the FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
11. NDE-Nutrition Services review: This Contract is not effective until it is approved, in writing, by NDE-Nutrition Services.

# FSMC RFP/Contract Proposed Documents and Additional Contract Provisions

## 1. Agreement Not to Hire:

- a. SFA shall not, without the FSMC's written consent, make any agreement with, or permit the employment in any SFA operation providing Food Service, any person, who has been a FSMC Management Employee providing Food Service, or the resident Kitchen Manager, within two (2) years after said employee terminates employment with the FSMC or within two (2) years after termination of this Contract.
- b. SFA agrees with the FSMC that the Food Service Director and the Food Service Manager have acquired special knowledge, information, skills and contacts as a result of being employed with and trained by the FSMC.
- c. The FSMC will notify the SFA in writing the name of any such employee at the time of the contract termination.
- d. If SFA hires, makes any agreement with or permits employment of any such employee, in any operation providing food service within the restricted period, it is agreed by SFA that the FSMC shall suffer damages and SFA shall pay the FSMC as liquidated damages an amount equal to two (2) times the manager's annual salary. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances.
- e. This paragraph shall survive termination of the Contract.
- f. This paragraph shall become null and void should FSMC terminate the contract without cause, not renew the contract, or not respond to an RFP.
- g. The FSMC may enter into specific non-compete agreements with key management FSMC personnel that are outside of this contract.

## 2. Cashiering and Point of Sale (POS)

- a. Cashiering responsibility by serving site is detailed below
  - i. Main serving site: SFA
  - ii. Any auxiliary serving site: SFA
- b. The FSMC will conduct tray counts and ALC extra counts which will be used to reconcile the POS system counts after meal service.
- c. In a serving site location that the SFA is performing the cashiering responsibility, and there is a material discrepancy between the POS system counts and the FSMC tray counts and/or ALC extra counts, the FSMC will assist the SFA in identifying the reason for the discrepancies, which may include monitoring the cashier for missed meals or ALC sales and requesting detailed POS reports to assist in diagnosing possible POS system software issues.
- d. In the event that the discrepancies are not resolved after issues are identified, the SFA and FSMC will verify that the SFMC tray count and ALC count are accurate and then the FSMC may bill the SFA based on the FSMC tray counts and ALC extra counts.

- e. The annual set-up the POS system before school starts (i.e., graduating students to next grade, classroom assignments, new ALC items and new pricing, etc...) shall be the responsibility of the SFA
- f. The SFA shall be responsible for collecting daily lunch deposits from students and entering them into the POS system.
- g. The SFA shall be responsible for reconciling the daily POS deposits to the bank deposit, and depositing all funds into the SFA's bank account.
- h. The SFA shall be responsible for notifying families of account balances.

3. Payments to the FSMC:

- a. The FSMC shall invoice the SFA once each Accounting Period for meal charges, A La Carte, and Credit for USDA Donated Foods.
- b. The Credit to the SFA for USDA donated foods, received by the SFA during the Accounting Period, will be included on the invoice.
- c. The SFA shall pay the FSMC, by electronic transfer to the FSMC's bank account, within three business days after the first regular School Board Meeting of the month.
- d. A late payment Charge of \$75.00 will be assessed if the invoice is unpaid as of the fourth day following the first School Board Meeting of each month, and added to the invoice for the subsequent month.
- e. If contested charges result in a court judgment in favor of the FSMC, the SFA is responsible for the attorney fees of the FSMC. If the court judgment is in favor of the SFA, then the FSMC is responsible for attorney fees of the SFA.
- f. Per USDA regulation, any charges regarding (d) and (e) may not be paid out of the nonprofit food service fund.

4. Guarantees. The SFA and FSMC shall work together to ensure a financially sound operation.

- a. FSMC guarantees that the SFA shall have a break-even outcome for Price Plan 1, or a surplus of \$2,200 for Price Plan 2 for the 2017-2018 school year (see Projected Operating Statement and Guarantee in the Proposal) before the district food service expenses of commodities used in food production as cost of goods sold, equipment purchases, depreciation, maintenance or other SFA expenses as detailed in the Division of Responsibilities for Food Service Program
- b. The guarantee is based on the assumptions detailed in the following section titled Assumptions. Reimbursements due pursuant to this Section shall be made within sixty (60) days of the last day of school. If the contract is terminated by either party prior to the end of the school year, then paragraph (a) above, is void.
- c. The guarantee will be calculated using SFA claimed participation, SFA pricing, a la carte sales, and reimbursement, less charges from FSMC and credits for USDA donated foods.

5. Assumptions. Financial terms and the guarantee of the Contract are based upon the following assumptions in addition to the SFA assumptions in the RFP; the financial terms

of the Contract shall be adjusted to compensate for such change by mutual agreement of the parties.

- a. The student enrollment for the term of the contract period shall be no less than 647 students. Enrollment excludes CACFP or Head Start
- b. The number of operating days for the school year shall be no less than 176 days in both elementary and secondary schools.
- c. The proposed student meal prices are approved by the board and are in effect for 176 serving days
- d. Service hours, offer vs. serve locations, or number of facilities selling food and/or beverages on SFA's Premises, or other conditions that affect revenues shall remain consistent for the term of the contract.
- e. Reimbursement rates for federal Child Nutrition Programs meals shall not be less than the rates in effect for the prior school year and are equal to or greater than those assumed and projected in the proposed "Pricing Schedule and Reimbursements" document in the proposal including the \$.06 reimbursement.
- f. The SFA will continue to qualify for and receive severe need breakfast reimbursement rates.
- g. There is no material shift in families qualifying for free or reduced meals to paid meals.
- h. Prices to students or families from snacks and snack milk will be greater than the cost billed to the SFA from the FSMC
- i. The SFA does not discontinue any of the programs the SFA operates as identified in the SFA's RFP.
- j. Service will not be interrupted as a result of fire, work stoppage, strike, or school closing.
- k. Vending machines will be turned off one hour before and after lunch and breakfast serving times.
- l. That the SFA does not require portion sizes to exceed the USDA requirements for grades K-5, 6-8 and 9-12.
- m. The SFA food transport methods and schedules remain constant for the duration of the contract
- n. The SFA makes no substantial changes to school operations that adversely affect breakfast and lunch participation, such as changes to bus schedules, changes to open campus policies, changes to the a la carte offerings, changes to the serving times during breakfast and lunch.
- o. Extra entrees and the proposed a la carte will be offered in the serving line during the meal service, and can be charged to the students' lunch account.
- p. The expense for the billed SFA adult no charge meals will not be included as a cost from the FSMC in the districts lunch fund. The guarantee assumes the cost of these meals is being allocated to a fund separate from the lunch fund.
- q. Legislation, regulations, and state requirements that create changes in the school lunch program remain consistent throughout the term of the contract and any renewals.
- r. That the Designation of Program Expenses for Food Service Program remains consistent from year to year.

- s. Secure storage facilities for food and food supplies shall remain available throughout the year at the SFA's Premises.
  - t. The district wellness policy remains consistent and any changes have no impact on the sales of extra entrees, extra foods, or other a la carte items.
  - u. That foodservice licenses and permits requirements and/or exemptions by state or local agencies will remain constant.
  - v. Current government mandated programs or regulations that effect food service costs remain the same from year to year and there are no new mandated programs. One example is the Federal minimum wage.
  - w. In the event any of the foregoing conditions are not met during the school year, FSMC guaranteed obligation shall be reduced by an amount equivalent to any decreased receipts which are attributable to the changes in such conditions as mutually agreed upon by the FSMC and SFA.
6. Waiver of Recovery: Except as otherwise provided herein, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies only to the extent such losses are actually paid by such insurance. Notwithstanding any other provision of this agreement, neither party waives its ability to recover from the other party for damages caused by the reckless or intentional; misconduct of the employees for which recovery can be had.

**IV. AGREEMENT**

Offeror certifies the FSMC shall operate in accordance with all applicable state and federal regulations.

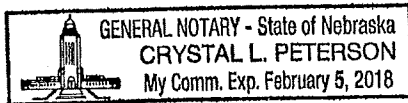
Offeror certifies all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for up to four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

Crystal L. Peterson



**SCHOOL FOOD AUTHORITY:**

Chase County School  
Name of SFA

[Signature]  
Signature of Authorized Representative

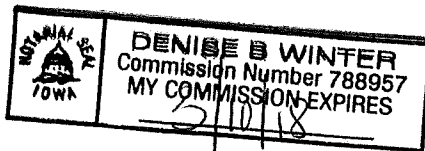
Joseph Leddel  
Typed Name of Authorized Representative

Superintendent  
Title

7/19/17  
Date Signed

ATTEST:

[Signature]



**FOOD SERVICE MANAGEMENT COMPANY:**

Lunching Solutions Inc.  
Name of FSMC

[Signature]  
Signature of Authorized Representative

Chris Goeb  
Typed Name of Authorized Representative

Executive Vice President  
Title

7/20/17  
Date Signed



**Exhibit L: INDEPENDENT PRICE DETERMINATION CERTIFICATE**

Both the School Food Authority (SFA) and the Food Service Management Company shall execute this Independent Price Determination Certificate.

Larchmont Solutions Inc.  
Name of Food Service Management Company

Chase County School  
Name of School Food Authority

A. By submission of this offer, the FSMC certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other FSMC or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the FSMC and will not knowingly be disclosed by the FSMC prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other FSMC for the purpose of restricting competition.
3. No attempt has been made or will be made by the FSMC to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the FSMC certifies that:

1. He or she is the person in the FSMC's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2. He or she is not the person in other FSMC's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this FSMC, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

[Signature] EVP 3/30/17  
Signature of Food Service Management Company's Authorized Representative Title Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

[Signature] Superintendent 7/20/17  
Signature of School Food Authority's Authorized Representative Title Date

**NOTE: Accepting a FSMC offer does not constitute award of the contract.**

## APPENDIX A – SUMMER FOOD SERVICE PROGRAM

Sponsors may not contract out the following management responsibilities of the Program (7 CFR §225.15(a)(3)). The SFA is responsible for full compliance with rules and regulations relating to implementation of the SFSP (7CFR § 225.15(3)).

The following administrative responsibilities must remain with an employee of the SFA, as the SFSP Sponsor, and may not be delegated to an FSMC employee.

The SFA is responsible to:

1. Meal orders:
  - a. Inform the FSMC of approved level at each site for which the FSMC will provide meals.
  - b. Plan for and prepare or order meals on the basis of participation trends with the objective of providing only one meal per child at each meal service.
2. Records and claims:
  - a. Maintain accurate records which justify all costs and meals claimed
  - b. Submit claims for reimbursement in accordance with 7 CFR §225.15
3. Training and monitoring:
  - a. Hold Program training sessions for its administrative and site personnel
  - b. Not allow a site to operate until personnel attend at least one of the trainings
  - c. Visit each of their sites at least once during the first week of SFSP operation
  - d. Review food service operations at each site at least once during the first four weeks of Program operations
  - e. Maintain a reasonable level of site monitoring
  - f. Document required SFSP site visits of all sites
4. Determination / Processing of Free and Reduced Price applications:
  - a. Coordination of printing of materials
  - b. Approving Official, Hearing Official, or contact person for questions
  - c. Development of materials for distribution from prototypes provided by CDE, including Letter to Parents, Application, Public Release, etc
  - d. Distribution of materials to parents/guardians
  - e. Collection of submitted applications
  - f. Processing of applications, including approval/denial and follow-up to obtain complete information
  - g. Inputting data into computer if applications approved manually
  - h. Inputting data into computer if computer system automatically determines eligibility
  - i. Final approval and signature of approving official
  - j. Notification of approval and status to parent/guardian

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5. Submission of Media Release.
6. Completion of SFSP Sponsor and Site Application
7. Preparation and submission of claim for reimbursement
  - a. Compiling daily site counts at the school and the SFA level, and maintaining records.
  - b. Signing the claim for reimbursement.
8. The FSMC may complete the following duties in the SFSP for the SFA
  - a. Meal preparation. Preparation of food according to the menu planning option.
  - b. Meal delivery.
  - c. Meal service. Meals served within the designated time period.
  - d. Procurement of food.
9. The FSMC or SFA may ensure that in storing, preparing, and serving food, proper sanitation and health standards are met. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
10. The SFA shall be responsible for determining eligibility of all SFSP sites.
11. Bonding requirements:
  - a. Bid guarantee (when the SFSP portion of the bid exceeds \$100,000):
    - i. Offeror shall submit with his or her bid guarantee in the amount of \$\_\_\_\_\_ not less than 5 percent or more than 10 percent of total bid price,
    - ii. Shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit.
    - iii. Bid guarantees other than bid bonds will be returned
      - a) to unsuccessful offerors as soon as practicable after the opening of proposals; and
      - b) to the successful offeror upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the bid.
  - b. Performance guarantee (when the SFSP portion of the Contract exceeds \$100,000):  
The FSMC must obtain a performance bond in the amount of \$\_\_\_\_\_ (not less than 10 percent nor more than 25 percent of the value of the Contract) which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned to unsuccessful Offerors as soon as

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practicable after the opening of proposals. Performance bonds for the successful Offeror shall be held for the duration of the Contract.

12. The FSMC must comply with the 21-day menu cycle approved by the SFA for the SFSP. The SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.
13. The SFA will make final determination of the opening and closing dates of all SFSP sites.
14. The FSMC may use USDA Foods to conduct the SFSP in accordance with Section E of the Standard Terms and Conditions herein above and 7 CFR §225, 7 CFR §3016 or 3019.



### Appendix C - Child and Adult Care Food Program (CACFP)

**Important separation of duties with CACFP:** When providing food service management duties on behalf of SFA for CACFP, FSMC will be limited in its management authority; management functions which institutions may not contract out under any circumstance include claim submission, monitoring, corrective action, and preparation of application materials. Institutions may contract out for specific management tasks, such as bookkeeping (but not claims submission), data processing, or the service of a nutritionist.

1. The SFA shall be responsible for determining eligibility of all CACFP sites.
2. The SFA is responsible for ensuring the FSMC conforms to its agreement with the State agency as per all requirements as specified at 7 CFR Part 226.21.
3. The SFA is responsible for the administration of the CACFP according to 7 CFR Part 226 (e.g., submitting the reimbursement claim, monitoring sites if applicable).
4. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two (2) weeks of the citation.
5. The FSMC must comply with the SFA's 21-day CACFP menu cycle for the first 21 days of operation. The SFA must approve all changes to any additional menu cycle developed by the FSMC for the CACFP.
6. The SFA shall not delegate any CACFP management responsibilities to the FSMC as specified in the Food and Nutrition Instruction 792-2, Rev.1 and as specified at 7 CFR 226.15(c).
  - a. The financial terms of this Amendment are based upon the existing conditions and the following assumptions:
  - b. The SFA's policies, practices, and service requirements shall remain consistent throughout the Contract term and any subsequent Contract renewals.
  - c. Meal components and quantities required by the CACFP remain consistent with prior years.
  - d. The projected number of full feeding days is: \_\_\_\_\_.





**Exhibit B: MENU CYCLES**

Attach a sample 21-day cycle menu for all programs the SFA participates in or has plans to participate in. These menus must meet all USDA regulations and requirements and are to be used as a standard for the purpose of basing bids or estimating average cost per meal.

This menu must be used for the first 21-day cycle of the new school year for the following applicable programs:

- School Breakfast Program
- National School Lunch Program
- A La Carte Program (list items/selling prices for all items sold ala carte)
- After School Care Snack Program
- Fresh Fruit and Vegetable Program
- Summer Food Service Program
- Child and Adult Care Food Program

**\*\*\*The FSMC is required to submit a 21-cycle menu for each program the SFA is requesting services for.**

**Exhibit C: FOOD SERVICE BUDGET**

To be completed by SFA - If SFA does not have a school board approved Budget, submit a draft

<b>SFA:</b>	<b>Chase County Schools</b>	<b>School Year:</b>	<b>2016-17</b>
<b>Revenues</b>			
<b>Cash Sales</b>			
Student Breakfast Sales		\$	2418
Student Lunch Sales		\$	130,092
Student Snack Sales		\$	
Student a la carte Sales		\$	2500
Adult Sales		\$	15600
Catering Sales		\$	
Interest Income		\$	
Concession Sales		\$	
Vended Meal Sales		\$	
Vending Machine Sales		\$	
	<i>Total Cash</i>	\$	150,610
<b>State and Federal Reimbursement/Funding</b>			
Lunch		\$	96,302
Breakfast		\$	7920
Snacks		\$	
SFSP		\$	
State Matching Fund		\$	
USDA Foods Received		\$	
Other Funding		\$	
	<i>Total Reimbursements</i>	\$	104,222
	<i>All Cash Sales + All Reimbursements= Total Revenues</i>	\$	254,832
<b>Expenses</b>			
Gross Food Costs		\$	139,642
Food Delivery Costs		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
	<i>Total Expenses</i>	\$	139,642
<b>USDA Foods</b>			
USDA Foods Used <i>(Contact SDA for annual SFA usage amount)</i>		\$	(28,995)
USDA Foods Delivery		\$	
USDA Foods Processing		\$	
	<i>Total Revenues – Total Expenses = Surplus / Subsidy</i>	\$	110,647
		\$	
<b>Labor Expenses - #Full Time Equivalents</b>			
<b>FSMC SALARIED EMPLOYEES: FTE</b>			
<b>(Completed by the current FSMC, if applicable)</b>			
Gross Salaries			
Education Assistance			
Incentive Payments			
Bonus			

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Merit Increases	
Retirement	
401K, 403 (b)(7)	
Fringe Benefits	
Payroll Taxes	
<b>FSMC Hourly Staff: FTE _____</b>	
Gross Salaries	
Fringe Benefits	
Payroll Taxes	
<b>District SALARIED EMPLOYEES: FTE <u>0</u></b>	
Gross Salaries	
Retirement	
Fringe Benefits	
Payroll Tax	
<b>District Hourly Staff FTE <u>4</u></b>	
Gross Salaries	\$ 84,172
Fringe Benefits	\$ 20,560.86
Payroll Taxes	\$ 5903.87
<b>Other Payroll Costs (FSMC)</b>	
Worker's Comp	
Other	
<b>Other Payroll Costs (District)</b>	
Worker's Comp	0
Other	
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 110,636.73</b>
<b>FSMC FEES</b>	
Administrative/Management	<b>Total Fees</b>
<b>FSMC DIRECT EXPENSES</b>	<b>Total FSMC Direct Costs</b>
<b>FSMC INDIRECT EXPENSES</b>	<b>Total FSMC Indirect Costs</b>
<b>SFA DIRECT EXPENSES</b>	
Paper & Disposables	\$ 17,400
Replacement/Small wares	
Contracted Labor (specify)	
Auto Expenses	
Telephone	
Office Supplies/Postage	
Bank Deposit Services	
Uniforms & Laundry	

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Other Delivery & Freight/Non-food	
Advertising/Promotion/Menu	
Marketing/Décor	
Equipment Repair	
Licenses	
Employee Travel	
Security Background Checks	
Miscellaneous – Specify	
	<b>Total SFA Direct Costs \$ 17,400</b>
<b>School District Employee Responsible for submission of this budget data</b>	
<b>Name</b> :	Joseph Lefdal, Superintendent
<b>FSMC Employee Responsible for submission of this budget data</b>	
<b>Name</b> :	

**Exhibit D: LIST OF SFA CHARTS AND ATTACHMENTS**

**[SFA shall provide to all vendors with RFP/Contract]**

- Chart 1 (A-D):** Food Service Staffing for all sites:  
Identify each SFA food service staff/position that will be retained/paid by the SFA for the duration of the contract/renewals
- Chart 2 (A-C):** Participation Data for current year.
- Chart 3:** Prices for student and adult meals (Include projected meal price increases)
- Chart 4:** SFA Meal Charge Policy
- Chart 5:** **Copies of Reimbursement Claims for Current and Prior School Years (Summary View with show site meal details)**
- Chart 6:** School Calendar for 2016-17. If SFA does not have an approved school calendar, submit projected school calendar.
- Chart 7:** Designation of Program Expenses  
The column selected by the SFA for each expense represents whether the SFA or FSMC is responsible for that cost









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*NOTE: Use actual rates for FSMC; do not use a prorated statewide average benefit rate.*

SFA Initials         
FSMC Initials







**Chart 3: Prices for student and adult meals**

List all student and adult meal prices for current school year and projected student and adult meal prices for next school year:

<b>MEAL PRICES:</b>	<b>2016-17</b>	<b>2017-18</b>
<b>BREAKFAST:</b>		
Elementary Paid	1.40	1.45
Middle School Paid	1.40	1.45
High School Paid	1.40	1.45
Adult Paid	2.10	2.15
<b>LUNCH:</b>		
Elementary Paid	2.45	2.55
Middle School Paid	2.45	2.55
High School Paid	2.65	2.80
Adult Paid	3.55	3.55
<b>AFTER-SCHOOL SNACK (Non-Area Eligible)</b>		
Paid		
<b>MILK BREAK</b> Non-reimbursable milk served to elementary grades in-between meals		
<b>CONTRACT MEALS –sold to others</b>		
Elementary Paid		
High School Paid		
Adult Paid		
<b>ALA CARTE FOODS</b>		
Second Entrees	1.00	1.25
Milk	.35	.50
<b>List other items sold below:</b>		
<b>Alternative Meal – meal provided for students with negative balance</b>	Free	1.00

**Chart 4: SFA's Charge Policy**

**Insert the SFA's Charge Policy, which would include, if applicable the availability of alternate meals. Indicate below how alternate meals are handled.**

	Alternate Meals are not provided.
	A reimbursable alternate meal is provided; student's account is charged.
	A reimbursable alternate meal is provided; students account is not charged. District pays for this meal with non-federal funds.
X	A non-reimbursable meal is charged to students account. <b>Food items offered:</b>
	A non-reimbursable meal is not charged to student's account. District pays for these meals with non-federal funds. <b>Food items offered: Sandwich, Salad bar, Milk</b>

**N. CAFETERIA**

Student cafeteria accounts are managed within a computerized account tracking system. The cafeteria account balances may be viewed on line using the parent portal of Infinite Campus. Parents are requested to keep their student lunch accounts in the positive. Parents can send money to the front office or use our online pay application located on our website. In order to utilize our lunch program, a student must have a positive balance to participate in the Lunch Program. Students will be notified when their account reaches a balance of less than \$0. An automated message will be sent that day and every following Monday. If an account falls in the negative for three days, the student will be denied a lunch. An alternative lunch will be provided for any students whose account is in the negative. This will consist of a milk and sandwich. A reduced charge of \$1.00 will be added to the student account.

Students may bring their own lunch if they plan to eat in the cafeteria during lunch break. Free and reduced price lunches cannot be issued until the correct forms are filled out by parents, returned to the office and approval given. Any student qualified for free or reduced meals the previous year will be able to start school with this qualification but the proper forms need to be filled out and returned to the office as soon as possible.

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an

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individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 6329992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S. W., Washington, D.C. 202509410, by fax (202) 6907442, or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 8778339; or (800) 8456163 (Spanish). USDA is an equal opportunity provider and employer. Applications for free and reduced priced meals may be obtained from any building principal's office or the Superintendent's Office.

#### **Chart 5: Copies of Reimbursement Claims**

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Copies of Reimbursement Claims for all programs the SFA participates in for Current (August-Dec) and Prior School Year (August-May) in the Summary View with show site meal details. If SFA participates in SFSP include Reimbursement Claims for Prior Summer.

Breakfast, Lunch, Afterschool Snack, Special Milk

Fresh Fruit and Vegetable Program

Summer Food Service Program

Child and Adult Care Food Program

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**Chart 6: School Calendar for 2017-18**

Insert the SFA School Calendar for next SY.

**Chart 7: Designations of Program Expenses**

DESCRIPTION	FSMC	SFA	N/A5 *
<b>FOOD:</b>			
Food Purchases	X		
Processing of Invoices	X		
Payment of Invoices	X		
Donated Food Inventory Control	X		
Storage/Delivery Charges of Donated Food	X		
Commodity Processing Charges	X		
Delivery of Donated Food between school buildings	X		
<b>LABOR</b>	<b>FSMC</b>	<b>SFA</b>	<b>N/A</b>
<b>FSMC EMPLOYEES:</b>			
Salaries/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers' Compensation	X		
Unemployment Compensation	X		
<b>SFA EMPLOYEES:</b>			
Salaries/Wages			X
Fringe Benefits and Insurance			X
Retirement			X
Payroll Taxes			X
Workers' Compensation			X
Unemployment Compensation			X
<b>OTHER PURCHASED SERVICES</b>			
Telephone, local services		X	
Telephone, long distance	X		
Cellphone Phone	X		
Utilities: heat, power, water		X	
Pest Control		X	
Uniforms	X		
Linens	X		
Laundry	X		
Trash Removal:		X	
From Kitchen	X		
From Dining Area		X	
From Premises		X	
Courier Service (i.e., Bank Deposits, School Deliveries)	X		
Other:			X
<b>SUPPLIES</b>			
Disposable Service ware	X		

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Cleaning Supplies	X		
Paper Supplies	X		
Uniforms	X		
Menu paper	X		
Menu Printing	X		
Other Printing	X		
Promotional Materials	X		
Nutrition Education and Materials	X		
Office Supplies	X		
Postage	X		
Other			X
<b>EQUIPMENT AND FACILITIES</b>	<b>FSMC</b>	<b>SFA</b>	<b>N/A</b>
Replacement of Capital/Major Equipment		X	
Replacement of Expendable/Minor Equipment		X	
Repair of Equipment (Normal wear and tear)		X	
License Fees	X		
Other			X
<b>CLEANING RESPONSIBILITIES:</b>	<b>FSMC</b>	<b>SFA</b>	<b>N/A</b>
Food Preparation Areas & Equipment	X		
Serving Areas	X		
Kitchen Areas	X		
Dining Room Floors		X	
Periodic Waxing and Buffing		X	
Daily Routine Cleaning of Dining Room Tables & Chairs	X	X	
Thorough Cleaning of Dining Room Tables & Chairs		X	
Cafeteria Walls		X	
Kitchen Walls	X		
Light Fixtures		X	
Windows		X	
Window Coverings		X	
Restrooms for Food Service Employees	X		
Grease Traps		X	
Hoods		X	
Grease Filters		X	
Duct Work		X	
Exhaust Fans		X	
Other:			X
<b>MISC. CATEGORY</b>	<b>FSMC</b>	<b>SFA</b>	<b>N/A</b>
Records Supporting the Claim for Reimbursement		X	
Point of Sale Accountability	X	X	
Collection and deposit of Daily Cash Receipts	X	X	
Menu Distribution	X		
Delivery to Satellite Sites			X
Vehicle Lease or Purchase			X
Vehicle Maintenance			X
Vehicle Fuel and Oil			X
Vehicle Taxes			X
Vehicle Insurance			X

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Vehicle Licenses			X
Vehicle Registration			X
Audit fees			X
Mileage			X
Employee Physicals			X
Other (specify)			X

## Exhibit E: FOOD SPECIFICATIONS

1. All Food Specifications must meet requirements of the United States Department of Agriculture ("USDA") 2010 HHFKA, Food Buying Guide ("FBG").
2. All USDA-donated USDA Foods offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
3. Breads, bread alternates, and grains must be made from whole-grain or enriched meal or flour; whole grain rich products must contain at least 51% whole grains by weight or have a whole grain listed as the first ingredient label. The remaining grains in the product must be enriched, as required by USDA Meal Pattern Regulations.
4. All meat and poultry must have been inspected by USDA and must be free from off color or odor.
  - a. Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
  - b. For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
  - c. Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in Specifications for Poultry Products, A Guide for Food Service Operators from USDA.
  - d. All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
5. All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC.
6. All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory melting; and contain proper moisture and salt content.
7. Fresh fruits and vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

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8. All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level.
9. Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
10. Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
11. If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
12. Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
13. Fluid milk as a beverage. White or unflavored must be low fat (1%) or skim. Flavored must be skim.

## **Exhibit F: Additional SFA Requirements**

### **SFA Must include if asking for additional services**

#### ***Examples may include:***

- *Beginning a sustainable local farm to school program*
- *Utilizing fresh fruits and vegetables – specify the frequency*
- *Number of entrée choices offered daily*
- *Customer Surveys – specify the frequency*

Chase County Schools (SFA) will provide employees to run POS (Point of Sale) machines. Chase County Schools is looking for new and innovative ways to utilize our greenhouse and FFA program. We would be interested in ideas utilizing fresh fruits and vegetables grown at the school or locally. Depending on the size of the program, this could be utilized once a week or more often if possible.

Chase County Schools is also looking for increased entrée offerings during the day including grab and go. A variety of salad bar options is important to our district as well. We could potentially have a pre-k program added in the future, vending machines, catering for school activities, a summer program, and afterschool snacks.

**Exhibit G: SCHEDULE OF TERMS FOR FSMC GUARANTY**

SFA may complete as applicable. As with all terms and conditions, the guaranteed return provision must be specified in both the solicitation and contract documents. (USDA Memo 19-2006)

Terms of Guaranty must be stated in detail.

**NOTE:** SFAs should review guaranteed return provisions carefully.

If the SFA enters into a contract that includes a guaranteed return provision requiring any losses incurred by the contractor in one year would have to be paid by the SFA in the subsequent year, then the SFA would have to pay with funds other than the nonprofit school food service account funds.

1. On or before July1, 2018 and on July1 of each additional year of this contract, the FSMC shall guarantee a positive cash balance that can be used by the SFA for the repair of and improvements to the facilities, equipment, and services to be provided by the SFA. The financial guarantee is to exist the first contract year and to be recognized if the contract is extended for any of the additional four years.

## Exhibit H: SCHEDULE OF APPLICABLE LAWS

### 1. The FSMC shall comply with:

- a. Mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- b. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract. (40 CFR §15)
- c. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §327-330, as supplemented by Department of Labor regulations, 29 CFR §5.
  - i. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours.
  - ii. Work in excess of the standard workweek is permissible provided the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek.
  - iii. Section 107 of the Act provides no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Sec. of Labor.
- d. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR §60.
- e. The following civil rights laws, as amended:
  - i. Title VI of the Civil Rights Act of 1964;
  - ii. Title IX of the Education Amendments of 1972;
  - iii. Section 504 of the Rehabilitation Act of 1973;
  - iv. The Age Discrimination Act of 1975;
  - v. Title 7 CFR §15, 15a, and 15b; the Americans with Disabilities Act; and
  - vi. FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- f. The Buy American provision for contracts that involve the purchase of food, USDA Regulation 7 CFR §Part 250.
- g. The FSMC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Nebraska.

**2. FSMC has signed the:**

- a. Anti-Collusion Affidavit, Attachment, which is attached herein and is incorporated by reference and made a part of this Contract.
- b. Lobbying Certification, Attachment, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit K herein, or will complete and submit as required in accordance with its instructions included in Exhibit K.
- c. Independent Price Guarantee, Attachment, which is attached herein and is incorporated by reference and made a part of this Contract.

**3. SFA has signed the:**

- a. School Food Authority Non-Delegable Responsibilities, Exhibit I

## **EXHIBIT I: SCHOOL FOOD AUTHORITY NON-DELEGABLE RESPONSIBILITIES:**

The SFA is legally responsible for the conduct of the food service program, and must supervise and monitor the food service operations to ensure compliance with the rules and regulations of USDA and NDE-Nutrition Service regarding the school food service program.

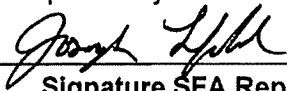
The SFA and the Food Service Management Company (FSMC) acknowledge that the SFA is responsible for completing the following duties and that these cannot be delegated to the FSMC:

1. **On-site inspections:** 7 CFR §210.16(a)(2)(3).
  - a. Monitor the food service operation through periodic visits to ensure compliance with the approved FSMC contract.
  - b. Conduct on-site reviews of the lunch counting /claiming system by school
  - c. Follow-up on any lunch counts which show counting discrepancies
2. **Control and overall financial responsibility** of the school food service account. 7 CFR §210.19(a)(2)
3. **Advisory board:** establish and include parents, staff and students to assist in menu planning. The FSMC must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA. 7 CFR §210.16(b)(1), 7 CFR §210.16(a)(8)
4. **Health certification:** 7 CFR §210.16(a)(7). must be maintained to assure that all state and local regulations are met by the FSMC preparing or serving meals at the SFA facilities.
5. **Establish all prices:** 7 CFR §210.16(a)(4). for food items served under the nonprofit school food service account (e.g., reimbursable meals, a la carte , and adult meals).
6. **Retain signature authority on:** 7 CFR §210.9 (a)(b), 210.16(a)(5).
  - a. Application/agreement to participate in the Child Nutrition Programs including
  - b. Free and reduced price policy statement; and
  - c. On-line claim system.
  - d. Contractual agreements of the school nutrition program i.e., vending meals to other SFAs, etc. and any commodity processing contracts CFR §210.21, 7; CFR §210.19(a)(1); 2 CFR §200 and 400; 7 CFR §250.15(a)
  - e. Resolution of all program review and audit findings. 7 CFR §210.9(b)(17) and 210.18(k)(1)(2)
7. **Submit monthly claim for reimbursement** 7 CFR §210.8(a); 7 CFR §210.16(a)(5).
  - a. NDE-Nutrition Services approves only SFA personnel access to the system which also represents secure signature authority for applications and claims.
  - b. Review to ensure accuracy of lunch counts prior to the claim submission.
  - c. Edit check worksheets that compare daily lunch counts by eligibility category. Free and reduced-price meals may not be claimed in excess of the number of students approved for such benefits.

8. **Free and Reduced Price Meal Process** 7 CFR §245.6
  - a. Develop, distribute and collect the parent letter and application for free and reduced price meals and free milk
  - b. Determination and verification of applications for free/reduced price meals or free milk
  - c. Conduct any hearings related to such determinations.
  
9. **USDA donated foods** 7 CFR §210.9(b)(15) (formerly Commodities)
  - a. Monitor that the maximum amount are received and used by the FSMC in the SFA food service.
  - b. Monitor that the FSMC credits SFA at least annually for all USDA Donated foods.
  
10. **A la carte food service:** 7 CFR § 210.16(a)

The SFA must also offer free, reduced price and full price reimbursable meals to all eligible children in order to operate an a la carte food service.

I acknowledge that these responsibilities cannot be delegated to the FSMC and must remain the sole responsibility of the SFA.



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Signature SFA Representative

2/6/17

Date

April 30, 2020


To Whom it May Concern:

Last year, I was accepted to be a foreign exchange student through the Rotary Club. I would continue to participate in high school in Indonesia for an entire school year. I worked really hard by taking courses the previous summer and extra college courses during my Junior year of high school which left me only a few elective courses to complete my last year in Indonesia. These credits I would've taken my year abroad would've allowed me to graduate high school overseas because I had all of my core classes completed, but I would still be able to accept my diploma from Chase County High School. However, due to COVID-19, my plans abroad are being discussed currently with International Rotary officers if it is truly safe for me to continue my plans as an exchange student this fall.

For this reason, if my foreign exchange to Indonesia is cancelled, I would like the permission of my school to be able to graduate in December before the second semester starts. Graduating a semester early would allow me to focus on getting ahead with my college credits to prepare myself for college the following year. It would also allow me to earn money for college by working at my part time jobs.

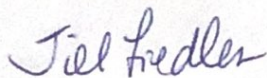
Please consider this request to graduate in December.

Thank you,

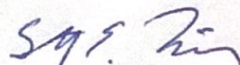


Halle Fiedler

Parents:



Jill Fiedler



Scott Fiedler

<b>Account</b>	<b>Ending Balance</b>				
Show Choir	\$ (7,713.78)				
CCES Activity Fund	\$ (3,044.78)				
CCHS Athletics	\$ (11,899.24)				
Softball	\$ (8,794.34)				
Football	\$ (11,365.45)				
Volleyball	\$ (862.25)				
X-Country	\$ (441.34)				
Girls HS Basketball	\$ (4,213.35)				
Boys HS Basketball	\$ (1,436.90)				
Wrestling	\$ (6,541.85)				
Girls HS Track	\$ (12,894.43)				
Boys HS Track	\$ (14,120.53)				
Golf	\$ (1,149.19)				
JH Football	\$ (1,033.76)				
JH Volleyball	\$ (3,040.78)				
JH Girls Basketball	\$ (2,425.53)				
JH Boys Basketball	\$ (2,822.16)				
JH Wrestling	\$ (392.78)				
JH Girls Track	\$ (6,062.14)				
JH Boys Track	\$ (5,879.52)				
PE Uniform Resale	\$ (383.76)				
Alta Heir Scholarship	\$ (1,000.00)	This one was actually a scholarship fund at Pinnacle Bank			
Gladys B & Les Smith Scholarship	\$ (1,200.00)	This one was actually a scholarship fund at Pinnacle Bank			
Speech	\$ (1,876.04)				
FBLA Sponsor	\$ (443.00)				}
FCCLA Sponsor	\$ (972.00)	These are sponsor accounts that General pays			
FFA Sponsor	\$ (3,568.77)				
<b>Activity Fund Negative Totals</b>	<b>\$ (115,577.67)</b>				



**Students****Graduation**

To participate in commencement exercises or receive a Chase County Schools' diploma a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions.

To be eligible for graduation from Chase County High School, a student must have earned a minimum of 220 credit hours in grades 9 through 12 inclusive. Credit hours will be computed in accordance with the Nebraska Department of Education.

Satisfactory completion of the following courses must be presented in the candidate's record:

- English 32 semester hours
- Social Sciences 24 semester hours
- Science 24 semester hours
- Math 24 semester hours
- P.E. 8 semester hours
- Fine Arts 8 semester hours
- Speech Incorporated into English ~~2/3~~ I, II, III & IV
- Vocational 16 Semester hours 4 from Personal Finance

10 hours per year of community service or 40 hours over the course of high school must be documented. Community service opportunities during the school day will be offered to the students as well. Exceptions to these requirements may be made by the board upon the recommendation of the administration, who will support the recommendation with justifiable reasons. The candidates for graduation shall be presented to the Board of Education for approval.

A student who has not met the requirements for graduation but who has attended school regularly may, with the recommendation of the Superintendent, be granted a Certificate of Attendance.

Legal Reference: Neb. Rev. Stat. § 79-729  
NDE Rule 10

Date of Adoption: August 14, 2018

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

# Spady Construction

P.O. Box 942

Imperial, NE 69033

(308)882-8053

mmspady@gpcom.net



## ESTIMATE

### ADDRESS

CHASE COUNTY SCHOOLS

520 East 9<sup>th</sup> Street

P.O. Box 577

Imperial, NE 69033

(308)882-4304

ESTIMATE#: 12560505

DATE: 5-7-2020

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### ACTIVITY

#### Windows

Labor and material to install windows in Kindergarten rooms. Windows ( 8, 9, 10, 11)

#### Includes:

Pella Lifestyle, 3-Wide Sash Set, Lifestyle, 3-Wide Casement, 105" x 79.5".

Brown exterior finish.

Golden raise and lower slim shades.

Oak interior trim, prefinished Early American.

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**TOTAL**

**\$26,421.00**

#### Payment terms:

50% (\$13,210.50) Due when windows are ordered.

50% (\$13,210.50) Due when job is complete.

Mark Spady

Chase County Schools Representative

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