

Regular Board of Education Meeting

Wednesday, April 13, 2022

6:00 PM

High School Computer Lab Room 204

358 North 6th Street

Tecumseh, NE 68450

1. Call to Order and Roll Call
2. Consent Agenda
 - 2.1. Approval of Regular and Special Meeting Minutes
 - 2.2. Approval of the Claims for Payment and Financial Report
3. Public Comment
4. Presentation to the Board
5. Administrator Reports
 - 5.1. HS Principal Report
 - 5.2. MS Principal Report
 - 5.3. Activities Director Report
6. Superintendent's Report
7. Future Dates
8. Discussions
9. Regular Agenda-Business
 - 9.1. Policy Review - Discuss, consider and take any necessary action in regards to KSB School Law Policies 3051-3058.
 - 9.2. Apple Lease-Purchase Agreement
 - 9.3. New Teacher Contract 2022-2023
10. Next Meeting
11. Adjournment

**JOHNSON COUNTY SCHOOL DISTRICT NO. 0050
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING**

March 9, 2022
6:00 pm

Members Present: Arlin Beethe, Justin Beethe, Bob Hutt, Gail Hutt, Rebecca Plager, Kim Wellensiek

Also Present: Jon H. Rother, Superintendent; Laurie Badertscher, Recording Secretary; Rich Bacon, PreK /4-8 Principal; Rick Lester, High School Principal; Garret Collin, Activities Director.

Visitors: One visitor was present

The Johnson County School District No. 0050 Board of Education met in regular session at 6:00 p.m., Wednesday, March 9, 2022 in the high school room 204, Tecumseh, Nebraska. A current copy of the agenda was available for inspection in the office of the Superintendent prior to the meeting. The notice of meeting and agenda was posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. Notice of the meeting was also published in the Tecumseh Chieftain.

President Kim Wellensiek called the meeting to order at 6:00 p.m. and opened the meeting by announcing that the Open Meetings Act rules were posted. Roll call was taken. Arlin Beethe-present, Justin Beethe-present, Bob Hutt-present, Gail Hutt-present, Plager-present, Wellensiek-present.

A motion was made by Arlin Beethe and seconded by Bob Hutt to approve the February 2022, regular Board of Education Meeting minutes as presented. Roll call vote: Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes. Carried 6-0

A motion was made by Plager and seconded by Gail Hutt to approve the March 2022, Financial Report and General Fund claims for payment in the amount of \$791,927.22, as presented. Roll Call vote: Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes. Carried 6-0

COMMUNICATION WITH THE BOARD

A card of thanks from the JCC High School Girls Basketball Team was shared. The team was grateful for the support provided by the Board of Education throughout the 2021-2022 basketball season.

FACILITY REPORT

Russ Waring, Director of Operations for Johnson County Central Public Schools provided a Facilities Report for the Board of Education. This report included a scope of repairs that will need to be completed in the next few years to maintain the current facilities.

TECHNOLOGY REPORT

Marcus Scheer, Director of Technology; provided information on the following:

- Phone System updates needed
- iPad costs to include a four year cycle of updating
- Staff computer updates.

PRINCIPALS' REPORTS

Principal Lester led discussion regarding the current procedures for the down list. Students will have a study session (9th period) next year in lieu of study halls. Principal Bacon provide information on the Kuder Career Exploration self-assessment tool the middle schools students will be completing. A clinician will be working with students in the music department. Students will be attending upcoming Quiz Bowls.

ACTIVITIES DIRECTOR REPORT

Activities Director, Garret Collin provided the participation numbers for spring sports as well as the records of the winter sports teams. JCC is currently accepting applications for coaches for the 2022-2023 school year.

SUPERINTENDENT REPORT

Superintendent Rother provided information on the following:

- Preschool will have attendance centers will be in both Cook and Tecumseh for the 2022-2023 school year.
- Judi Borrenpohl organized "Read across America" activities for K-3 students.
- JCC K-3 and St. Andrew students will travel to Peru State College March 25th for the Dr. Seuss Birthday Celebration.
- Kindergarten round-up will be April 8, 2022.
- Justin Beethe, Gail A. Hutt, John W. Sterup and Kim Wellensiek are candidates who filed for the Board of Education, School District #50.
- Constitutional amendment LR263CA was discussed.
- A Bond Tax Impact Calculator provided by DA Davidson was reviewed.

FUTURE DATES

- March 17, 18 – NRCSA Spring Conference
- April 13- NASB "Make Your Meetings Matter" Workshop in Kearney

- June 22, 23 - School Leaders and Law Conference

DISCUSSION

Discussion was held regarding public information meetings pertaining to the school bond. The Board of Education will host facility tours and Special Board of Education Meetings as follows:

- **Thursday March 31, 2022** -Open House 6:30 p.m. /Special Board of Education Meeting 7:30 p.m. JCC High School Gym-358 N 6th Street, Tecumseh, NE
- **Monday, April 12, 2022** - Open House 6:30/Special Board of Education Meeting 7:30 p.m. JCC Middle School Gym- 407 N 1st St. Cook, NE
- **Wednesday, April 28, 2022**- Open House 6:30/Special Board of Education Meeting 7:30 p.m. JCC High School Gym- 358 N 6th Street, Tecumseh, NE.

The Open House will include a facility tour and an opportunity to view plans for a new facility. The Special Board of Education Meetings are for the purpose of providing information to our stakeholders pertinent to the May 10, 2022 School Bond Election. Representatives from Boyd Jones (Construction Manager At-Risk), Clark-Enersen Partners (Architect) and DA Davidson (Bond Agent) will be present to provide information and answer questions.

The Building Committee met with representatives from Heartland Roofing. Mr. Rother provided information regarding a proposal Heartland Roofing presented for annual roof inspections and recommendations for repairs as needed.

REGULAR AGENDA-BUSINESS

Mr. Rother reviewed KSB polices 3031-3050. A motion was made by Gail Hutt and second by Bob Hutt to approve the following polices for adoption as presented: **Policy 3031**- Students Electing to Attend School in Adjoining State as presented, **3031**-Copying Fees for School District Records, **3033**- Lending Textbooks to Children Enrolled in Private Schools, **3035**- Chain of Command /District Administration, **3036**- Purchasing (Credit) Card Program with the maximum daily amount that can be charged set at 10,000. The superintendent, and Business Manager shall conduct independent reviews of credit card expenses, or a sample thereof, on a weekly basis. **3039**- Threat Assessment and Response. Johnson County Central will use the team concept when investigating, evaluating and devising an appropriate response to all threats. **3040**- School Safety and Security, Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be displayed anywhere on school premises. **3041**- Crisis Team Duties, **3042**- Construction Management at Risk Contracts, **3043**- Design-Build Contracts, **3044**-Incidental or De Minimis Use of Public Resources, **3045**-Use of Sniffer Dogs, **3046**- Animals at School, A “therapy animal” is an animal that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy animals are not “service animals” as that term is used in the Americans with Disabilities Act. Therapy animals will not be allowed on school grounds or school property except as otherwise required by law.

3047- Data Breach Response, **3048-** Communicable Disease, **3049-** Drones and Unmanned Aircraft, **3050-**Technology in the Classroom. Roll call vote: Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes. Carried 6-0.

Discussion was held regarding Policy **3028- Sex Offenders**. A motion was made by Bob Hutt and second by Rebecca Plager to approve the policy 3028-Sex Offenders, as presented with the second paragraph being deleted. Roll call vote: Plager-yes, Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes. Carried 6-0.

Discussion was held regarding **Policy 3024-** Booster Clubs and PTO policy. No action was taken at this time.

Superintendent Rother presented information regarding proposals for a Copy Management Agreement. Two proposals were provided. The Board of Education recommended Mr. Rother accept the proposal he believes would be best for the district.

President Wellensiek declared a recess at 8:04 p.m.

Meeting reconvened at 8:12 p.m.

A motion was made by Gail Hutt and second by Justin Beethe to enter executive session for the purpose of discussing principal's compensation for the 2022-2023 contracts. Roll call vote: Wellensiek-yes, Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-yes. Carried 6-0.

Entered executive session at 8:13 p.m.

A motion was made by Arlin Beethe and second by Gail Hutt to leave executive session. Roll call vote: Arlin Beethe-yes, Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes. Carried 6-0.

Left executive session at 8:26 p.m.

A motion was made by Justin Beethe and second by Bob Hutt to offer Mr. Rich Bacon and Mr. Richard Lester Principal Contracts for the 2022-2023 school year with an increase of 3% as presented. Rich Bacon salary \$109,489 and Richard Lester salary \$115,669. Roll call: Justin Beethe-yes, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes, Arlin Beethe-yes. Carried 6-0.

Special Board of Education meetings will be on March 31, 2022 at 7:30 p.m in the high school gym, Tecumseh, NE; April 12, 2022 at 7:30 p.m. in the Middle School gym Cook, NE. and April 27, 2022 at 7:30 p.m. in the high school gym, Tecumseh, NE. The next regularly scheduled meeting will be held in the high school room 204 in Tecumseh, Nebraska at 6:00 p.m. Wednesday April 13, 2022. The notice of meetings will be published in the Tecumseh Chieftain. The agenda will be posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. A current copy of the agendas will be available for inspection in the office of the Superintendent prior to the meeting.

A motion was made by Bob Hutt and second by Gail Hutt to adjourn the meeting. Roll call vote: Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-absent, Arlin Beethe-yes, Justin Beethe-yes, Carried 6-0

Meeting adjourned at 8:30 p.m.

**JOHNSON COUNTY SCHOOL DISTRICT NO. 0050
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
BOARD OF EDUCATION
SPECIAL MEETING**

March 31, 2022
7:30 pm

Members Present: Arlin Beethe, Bob Hutt, Gail Hutt, Rebecca Plager, Kim Wellensiek

Absent: Justin Beethe (excused)

Also Present: Jon H. Rother, Superintendent; Laurie Badertscher, Recording Secretary; Rich Bacon Middle School Principal; Rick Lester, High School Principal; Garret Collin Activities Director.

Approx. 104 Visitors were present

The Johnson County School District No. 0050 Board of Education met in a special session at 7:30 p.m., Thursday, March 31, 2022, in the high school gym, Tecumseh, Nebraska. A current copy of the agenda was available for inspection in the office of the Superintendent prior to the meeting. The notice of meeting and agenda was posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. Notice of the meeting was also published in the Tecumseh Chieftain.

President, Kim Wellensiek called the meeting to order at 7:30 p.m. and opened the meeting by announcing that the Open Meetings Act rules were posted. Roll call was taken. Arlin Beethe-present, Justin Beethe-absent, Bob Hutt-present, Gail Hutt-present, Plager-present, Wellensiek-present.

President Wellensiek thanked everyone for attending the meeting and turned the meeting over to Superintendent Rother.

SUPERINTENDENT PRESENTATION

Superintendent Rother presented on the background of the proposed building project. Mr. Rother identified why the Board of Education started looking at such a building project. He also shared how the work and findings from studies completed assisted the Board of Education in their decision to hold a Bond Election requesting 43,375,000. The bond request is for the purpose of paying costs of land acquisition and construction and acquisition of a pre-kindergarten to the 12th-grade facility and providing for the necessary furniture, equipment, and apparatus for such facilities. Presentations were also made by the following:

- a. Hanna Shaffer; Clark Enersen Partners (Architect firm), shared and explained the current conceptual plans for the PreK-12th grade building project. These plans are still in the development stage.
- b. Paul Grieger; DA Davidson (Bond Underwriter), presented on the tax impact of the proposed bond and what this would mean for the stakeholders. The public

was afforded the opportunity to ask questions. Questions were answered by Paul Grieger and Superintendent Rother.

c. Leila Knowles; Boyd Jones (Construction Manager at Risk), was present to explain what the responsibilities of the Construction Manager at Risk are. Ms. Knowles was also present to answer questions as presented.

Superintendent Rother opened the floor for additional public comments or questions. Questions were answered as they were received. Mr. Rother and President Wellensiek thanked everyone for attending the meeting.

A motion to adjourn the meeting was made by Arlin Beethe and second by Plager. Roll Call vote: Arlin Beethe-yes, Justin Beethe-absent, Bob Hutt-yes, Gail Hutt-yes, Plager-yes, Wellensiek-yes. Carried 5-0

Meeting adjourned at 8:33 p.m.

The next Special Board of Education Meeting will be on April 12, 2022 in the Middle School gym in Cook, Nebraska at 7:30 p.m. The next regularly scheduled meeting will be held in the High School room 204 in Tecumseh, Nebraska at 6:00 p.m., Wednesday, April 13, 2022. The notice of meetings will be published in the Tecumseh Chieftain. The agenda will be posted at the three main school buildings as well as the Tecumseh and Cook Post Offices. A current copy of the agenda will be available for inspection in the office of the Superintendent prior to the meeting.

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
A STREET AUTO PARTS	296-548012	8139	155.70
01 2730 610 000	VAN 10A BLADES		19.38
01 2730 610 000	BUS 19&21 DEF		56.73
01 2730 610 000	VAN 13 BLADES		16.86
01 2730 610 000	BUS 19 & 21 DEF		56.73
01 2730 610 000	BUS 19 BLADE		6.00
Total A STREET AUTO PARTS			155.70
Andre Rautenbach	10032322	8140	50.00
01 2630 420 001	SNOW REMOVAL TEC SITE		25.00
01 2630 420 003	SNOW REMOVAL TEC SITE		25.00
Total Andre Rautenbach			50.00
APPLE INC	AH29742854	8141	3,919.00
01 2230 650 001	TECH DEPT. COMP		979.75
01 2230 650 002	TECH DEPT. COMP		979.75
01 2230 650 003	TECH DEPT. COMP		979.75
01 2230 650 004	TECH DEPT. COMP		979.75
Total APPLE INC			3,919.00
BEARD, Amber	222152	8142	995.33
01 1200 580 001	HOTEL REIMB KS- BEHAVIOR CONF FEB 21/22/		699.55
01 1200 580 001	HOTEL REIMB KEARNEY - TRANS CONF FEB 21/		295.78
Total BEARD, Amber			995.33
BLICK ART MATERIALS	8343986	8143	123.88
01 1100 610 001	HS ART SUPPLIES		61.94
01 1100 610 002	MS ART SUPPLIES		61.94
Total BLICK ART MATERIALS			123.88
BRENDA R. GLUNZ	042022	8144	6,107.11
01 2141 340 003	ELEM TEC PSYCH SERV		2,169.06
01 6408 340 003	PREK PSYCH SERV		263.82
01 2141 340 002	MS PSYCH SERV		2,570.34
01 2141 340 001	HS PSYCH SERV		503.89
01 6998 340 003	ELEM TEC MENTAL HEALTH SERV		400.00
01 6998 340 002	MS MENTAL HEALTH SERV		200.00
Total BRENDA R. GLUNZ			6,107.11
BRINKMAN BROTHERS INC	14661	8145	46.59
01 2730 431 000	VAN 09B SERVICED		46.59
BRINKMAN BROTHERS INC	6019753	8145	224.39
01 2730 431 000	VIBE REAR BRAKE PADS		224.39
BRINKMAN BROTHERS INC	6019753 cor	8216	224.39
01 2730 431 000	VIBE REAR BRAKE PADS / SERVICED		224.39
BRINKMAN BROTHERS INC	V*14661	8145	(46.59)
01 2730 431 000	VAN 09B SERVICED		(46.59)
BRINKMAN BROTHERS INC	V*6019753	8145	(224.39)
01 2730 431 000	VIBE REAR BRAKE PADS		(224.39)
Total BRINKMAN BROTHERS INC			224.39

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Charter Communications	0002258040122	8146	44.33
01 2223 530 000	CABLE SERVICES		44.33
Total Charter Communications			44.33
CITY OF TECUMSEH-UTILITIES	042022	8147	2,637.83
01 2610 410 001	WT/SW HS		219.81
01 2610 410 003	WT/SW ELEM TEC		219.82
01 2610 621 001	ELEC HS		1,099.10
01 2610 621 003	ELEC ELEM TEC		1,099.10
Total CITY OF TECUMSEH-UTILITIES			2,637.83
CROWNE PLAZA -KEARNEY	139-146	8148	719.70
01 2310 580 000	NRCSA CONF RM 3/17/22 KEARNEY X 5		599.75
01 2320 580 000	NRCSA CONF RM 3/17/22 KEARNEY X 1		119.95
Total CROWNE PLAZA -KEARNEY			719.70
CULLIGAN OF PERCIVAL	15436/15590	8149	378.40
01 2610 610 001	WATER SOFTNER RENTAL		106.80
01 2610 610 003	WATER SOFTNER RENTAL		106.80
01 2610 610 001	WATER SOFTNER SALT		82.40
01 2610 610 003	WATER SOFTNER SALT		82.40
Total CULLIGAN OF PERCIVAL			378.40
DAS State Accounting -Central Finance	1308984	8150	259.49
01 2230 382 001	INTERNET/DL SERVICES		64.87
01 2230 382 002	INTERNET/DL SERVICES		64.87
01 2230 382 003	INTERNET/DL SERVICES		64.87
01 2230 382 004	INTERNET/DL SERVICES		64.88
Total DAS State Accounting -Central Finance			259.49
DIVERSIFIED DRUG TESTING LLC	12996/13224/1326 0/13	8151	615.00
01 2710 340 000	BUS DRIVER DRUG TESTING		120.00
01 2130 340 001	HS DRUG TESTING		275.00
01 2130 340 001	HS DRUG TESTING		310.00
01 2710 340 000	BUS DRIVER DRUG TESTING		165.00
01 2130 340 001	HS DRUG TESTING CREDTI		(255.00)
Total DIVERSIFIED DRUG TESTING LLC			615.00
DocuSign Inc.	INV29061094	8152	2,182.00
01 2510 735 001	DOCUSIGN SERVICES-ESIGNATURE		545.50
01 2510 735 002	DOCUSIGN SIERVICES-ESIGNATURE		545.50
01 2510 735 003	DOCUSIGN SIERVICES-ESIGNATURE		545.50
01 2510 735 004	DOCUSIGN SIERVICES-ESIGNATURE		545.50
Total DocuSign Inc.			2,182.00
EAKES OFFICE SOLUTIONS	8461770-0	8153	257.94
01 1100 610 001	WHITE COPY PAPER		64.48
01 1100 610 002	WHITE COPY PAPER		64.48
01 1100 610 003	WHITE COPY PAPER		64.49
01 1100 610 004	WHITE COPY PAPER		64.49
Total EAKES OFFICE SOLUTIONS			257.94

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Ervin, Cory, Terry Panko	14661	8217	46.59
01 2730 431 000	VAN 09B SERVICED		46.59
Total Ervin, Cory, Terry Panko			46.59

ESU #4	042022	8154	25,078.20
01 2213 330 000	TECH TCADRE		30.00
01 2230 432 000	rOOM ALERT OFFLINE		75.00
01 2230 432 000	ZERO DAY JAMF AFFECTED		56.25
01 2230 432 000	IP ADDRESS QUESTION		75.00
01 2230 432 000	COULD NOT SET AD PASSWORD		18.75
01 2230 432 000	CAL MICROSOFT VOLUME LICENSING		56.25
01 2230 432 000	DISABLE JAMF REQUEST BY MARCUS		75.00
01 1200 330 001	CPI TRAINING REL/AB/BH		525.00
01 2213 330 003	TITLE I NETWORK JB		15.00
01 2213 330 001	NETA SPRING CONF MS, KH		79.50
01 2213 330 002	NETA SPRING CONF MS, KH		79.50
01 2213 330 003	NETA SPRING CONF MS, KH		79.50
01 2213 330 004	NETA SPRING CONF MS, KH		79.50
01 1200 330 003	SPECIAL ED PROCEDURES KLING		30.00
01 1200 330 001	SPECIAL ED PROCEDURES SCHUSTER		30.00
01 1200 330 004	SPECIAL ED PROCEDURES MUELLER		30.00
01 6408 591 004	0-2 EC SPED DIRECTOR		101.15
01 6408 591 003	3-5 EC SPED DIRECTOR		101.15
01 6408 591 004	0-2 SPEECH PATH		231.40
01 6408 591 004	0-2 EARLY CHILDHOOD		534.00
01 6408 591 004	0-2 EARLY CHILDHOOD CONSULT		293.78
01 6408 591 003	3-5 EARLY CHILDHOOD CONSULT		293.78
01 1200 591 003	ELEM TEC SPED ED DIR		455.17
01 1200 591 004	ELEM COOK SPED ED DIR		455.18
01 1200 591 001	HS SPED ED DIR		455.18
01 1200 591 002	MS SPED ED DIR		455.17
01 2151 591 001	HS AUDIOLOGY		225.00
01 2151 591 002	MS AUDIOLOGY		225.00
01 2151 591 003	ELEM TEC AUDIOLOGY		225.00
01 2151 591 004	ELEM COOK AUDIOLOGY		225.00
01 2151 591 001	HS DEAF ED		210.00
01 2151 591 002	MS DEAF ED		210.00
01 2151 591 003	ELEM TEC DEAF ED		210.00
01 2151 591 004	ELEM COOK DEAF ED		210.00
01 1200 591 001	LEARNING CENTER		18,527.99
01 6408 591 004	0-2 AUDIOLOGY		50.00
01 6408 591 003	3-5 AUDIOLOGY		50.00
Total ESU #4			25,078.20

ESU 5	2405	8155	60.00
01 2213 330 003	POVERTY WORKSHOP RH, SD		60.00
Total ESU 5			60.00

ESU 6	16730	8156	208.00
01 2230 591 001	TECH HOSTED SERV		52.00
01 2230 591 002	TECH HOSTED SERV		52.00
01 2230 591 003	TECH HOSTED SERV		52.00
01 2230 591 004	TECH HOSTED SERV		52.00

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
Total ESU 6			208.00
FIELD FORD MERCURY INC	222389	8157	1,387.39
01 2730 431 000	VAN #13 SERVICED		53.95
01 2730 431 000	BUS #19 BACK UP ALARM		296.44
01 2730 431 000	BUS #9 OIL CHANGE/COOLANT		382.00
01 2730 431 000	BUS 007 OIL CHANGE		286.96
01 2730 431 000	BUS #14 OIL CHANGE FILTER BELT		368.04
Total FIELD FORD MERCURY INC			1,387.39
FIRST CONCORD GROUP	2022 FEE	8158	363.00
01 2510 340 000	125 PLAN ANNUAL MAINT FEE		225.00
01 2510 340 000	125 PLAN MO FEE		138.00
Total FIRST CONCORD GROUP			363.00
FOLLETT CONTENT SOLUTIONS, LLC	436859F	8159	293.70
01 2220 640 002	LIBRARY BKS HS		293.70
Total FOLLETT CONTENT SOLUTIONS, LLC			293.70
GB AUTO SERVICE , INC	1045/1229	8160	789.25
01 2730 431 000	BUS #9 2 TIRES /BALANCE		719.26
01 2732 431 000	VAN 10B SPED/TIRE SENSOR		69.99
Total GB AUTO SERVICE , INC			789.25
Generation Genius Inc	gg122971	8161	175.00
01 1100 643 004	4TH GRADE CLASSROOM PLAN WEB SOFTWARE		175.00
Total Generation Genius Inc			175.00
GRAINGER	9233949164/9259 66641	8162	3,523.43
01 2620 610 001	PAPER PRODUCTS		121.28
01 2620 610 002	PAPER PRODUCTS		121.28
01 2620 610 003	PAPER PRODUCTS		121.28
01 2620 610 004	PAPER PRODUCTS		121.28
01 2620 610 001	ROPE, PLUMBING SUPPLIES, CLEANING SUPPLI		218.07
01 2620 610 002	ROPE, PLUMBING SUPPLIES, CLEANING SUPPLI		218.07
01 2620 610 003	ROPE, PLUMBING SUPPLIES, CLEANING SUPPLI		218.07
01 2620 610 004	ROPE, PLUMBING SUPPLIES, CLEANING SUPPLI		218.07
01 2620 610 001	TAPE MEASRUE		79.56
01 2620 610 001	DISINFECTING WIPES, TISSUE CLEANING SUPP		285.72
01 2620 610 002	DISINFECTING WIPES, TISSUE CLEANING SUPP		285.72
01 2620 610 003	DISINFECTING WIPES, TISSUE CLEANING SUPP		285.72
01 2620 610 004	DISINFECTING WIPES, TISSUE CLEANING SUPP		285.72
01 2620 610 001	SOAP, SANITIZER PAPER TOWELS , THERMOSTA		226.80
01 2620 610 002	SOAP, SANITIZER PAPER TOWELS , THERMOSTA		226.81

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 2620 610 003	SOAP, SANITIZER PAPER TOWELS , THERMOSTA		226.81
01 2620 610 004	SOAP, SANITIZER PAPER TOWELS , THERMOSTA		226.81
01 2620 610 001	PAPER PRODUCTS		9.09
01 2620 610 002	PAPER PRODUCTS		9.09
01 2620 610 003	PAPER PRODUCTS		9.09
01 2620 610 004	PAPER PRODUCTS		9.09
Total GRAINGER			3,523.43
HAUG COMMUNICATIONS INC	032822KS-30	8163	313.06
01 2710 890 000	TOWER RENTAL BUS RADIOS		313.06
Total HAUG COMMUNICATIONS INC			313.06
HOME DEPOT PRO, THE	676567910	8164	136.60
01 2620 610 000	NOZZLE / HOSE CLIPS/ FILTER		136.60
Total HOME DEPOT PRO, THE			136.60
HOMETOWN LEASING	052B	8165	1,982.61
01 1100 550 001	COPIER LEASE		495.65
01 1100 550 002	COPIER LEASE		495.65
01 1100 550 003	COPIER LEASE		495.65
01 1100 550 004	COPIER LEASE		495.66
Total HOMETOWN LEASING			1,982.61
IMPREST ACCT	042022	8166	1,051.67
01 6997 334 000	DELIVERY CHG. BUS		649.00
01 2560 531 000	PSTG/STAMPS TEC SITE		154.91
01 2560 531 000	PSTG ARRIL NEWSLETTER		247.76
Total IMPREST ACCT			1,051.67
IMPULSIVE WORKS PHOTOGRAPHY	03212022	8167	1,000.00
01 2580 350 000	JCC COOK AND TEC MATTERPORT (3D OF FACI)		1,000.00
Total IMPULSIVE WORKS PHOTOGRAPHY			1,000.00
J.W. PEPPER & SON INC.	364044918	8168	7.00
01 1100 610 001	HS BAND MUSIC		7.00
Total J.W. PEPPER & SON INC.			7.00
Janice M LaPatka	23192	8169	439.80
01 1100 350 002	PIANO ACCOMP		439.80
Total Janice M LaPatka			439.80
JCC ACTIVITY ACCOUNT	HOSA 2022	8170	900.00
01 1100 580 001	NATIONAL HOSA CONT. STIPEND (SC, KD,LM)		900.00
Total JCC ACTIVITY ACCOUNT			900.00
JOHNSON COUNTY HOSPITAL	042022	8200	2,533.53
01 6408 340 004	0-2 PT SERVICES		237.00
01 6408 340 003	3-5 PT SERICVES		19.75
01 2171 340 003	ELEM TEC PT SERVICES		210.14
01 2171 340 004	HS PT SERVICES		39.50

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 6408 340 003	3-5 PT SERVICES		39.50
01 2171 340 004	ELEM COOK PT SERV		98.75
01 6408 340 003	3-5 OT SERVICES		79.00
01 2161 340 003	ELEM TEC OT SERV		1,023.84
01 2161 340 004	HS OT SERVICES		390.26
01 6408 340 004	0-2 OT SERVICES		85.71
01 6408 340 003	3-5 OT SERVICES		85.72
01 6408 340 003	3-5 OT SERVICES		158.00
01 2161 340 004	ELEM COOK OT SERVICES		263.86
01 2161 340 002	MS OT SERVICES		191.18
01 6408 340 003	3-5 OT SERVICES CREDIT		(79.00)
01 2161 340 004	ELEM COOK OT SERV		(309.68)
Total JOHNSON COUNTY HOSPITAL			2,533.53
JOHNSON COUNTY ROAD DEPT.	23200	8171	6,386.74
01 2710 626 000	BUS/VAN GAS 1461.880		4,457.27
01 2710 626 000	BUS DIESEL 576.134		1,929.47
Total JOHNSON COUNTY ROAD DEPT.			6,386.74
KERNER TRUE VALUE	042022	8172	76.37
01 2620 610 000	HARDWARE MISC		0.64
01 2620 610 000	PANEL NAIL/SPRAY PAINT		14.78
01 2620 610 000	CONCRETE SEALANT		41.96
01 2620 610 000	NOZZLE		18.99
Total KERNER TRUE VALUE			76.37
KSB SCHOOL LAW	11726	8173	1,125.00
01 2330 317 000	LEGAL SERVICES		1,125.00
Total KSB SCHOOL LAW			1,125.00
Lester, Richard	04042022	8174	150.00
01 2560 382 000	CELL PHONE STIPEND X 3 MO		150.00
Lester, Richard	222364	8174	32.05
01 2710 626 000	FUEL REIMB		32.05
Total Lester, Richard			182.05
LIFEGUARD MD, INC	13610	8175	555.00
01 2130 610 003	PADS FOR INFANT CHILD DFIB		277.50
01 2130 610 004	PADS FOR INFANT CHILD DFIB		277.50
Total LIFEGUARD MD, INC			555.00
MASTERCARD	042022	8176	499.03
01 2213 330 001	EDUCATION QUEST WKSHOP		25.00
01 2310 580 000	ANGUS BURGERS/BOE NRCSA CONF MEAL		151.34
01 1100 610 001	HS ACT DAY BREAKFAST PIZZA		265.18
01 1100 610 003	KDG ROUND-UP SUPPLIES		27.57
01 1200 643 003	APPLE MATH APP/ELEM TEC SPED SERVICE		29.94
Total MASTERCARD			499.03
MATHESON TRI-GAS INC DBA	51934433/002529 2333	8177	344.89
01 1100 610 001	HS SHOP SUPPLIES		270.63

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
01 1100 610 001	HS SHOP SUPPLIES		74.26
Total MATHESON TRI-GAS INC DBA			344.89
NATIONAL BUS SALES, INC	32422	8178	5,750.00
01 6997 732 000	VINYL WRAP FOR NEW BUS. / BCLUB PD1/2		5,750.00
Total NATIONAL BUS SALES, INC			5,750.00
NCS PEARSON	17821740	8179	26.00
01 2151 320 001	SPEECH ASSESSMENT TOOL		6.50
01 2151 320 002	SPEECH ASSESSMENT TOOL		6.50
01 2151 320 003	SPEECH ASSESSMENT TOOL		6.50
01 2151 320 004	SPEECH ASSESSMENT TOOL		6.50
Total NCS PEARSON			26.00
NEBRASKA sAFETY cENTER @ UNK	57-9804	8180	200.00
01 2710 330 000	PUPIL TRANSPORTATION CLASS RH		200.00
Total NEBRASKA sAFETY cENTER @ UNK			200.00
OLIVIA REUTER	222265	8181	75.38
01 1100 610 001	SUPPLIES FOR EXPLORING FUTURE DAY REIMB		75.38
OLIVIA REUTER	23 163	8218	128.05
01 1100 610 001	CALCULATORS FOR ACT TESTING REIMB		128.05
Total OLIVIA REUTER			203.43
OMAHA PUBLIC POWER DIST	20220406	8182	4,072.69
01 2610 621 002	ELECTRICITY COOK SITE MS		2,036.34
01 2610 621 004	ELECTRICITY COOK SITE ELEM		2,036.35
Total OMAHA PUBLIC POWER DIST			4,072.69
ONE SOURCE	1520-20211130	8183	107.50
01 2570 340 000	BACKGROUND CK X 3		107.50
Total ONE SOURCE			107.50
PAXTON/PATTERSON LLC	402864	8184	646.93
01 1100 610 001	LUMBER/GLOVES/PAPER		646.93
Total PAXTON/PATTERSON LLC			646.93
PSC MATH CLUB	23141	8185	55.00
01 1100 810 001	HS PSC MATH CONTEST ENTRY FEE		55.00
Total PSC MATH CLUB			55.00
RIVERSIDE CONSTRUCTION INC	950	8186	665.00
01 2620 431 002	COOK SITE ROOF REPAIR		332.50
01 2620 431 004	COOK SITE ROOF REPAIR		332.50
Total RIVERSIDE CONSTRUCTION INC			665.00
SAFELITE AUTOGLASS	05526-653156	8187	102.97
01 2730 431 000	CHIP REPAIRED BUS #12		102.97
Total SAFELITE AUTOGLASS			102.97

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
SCHOLASTIC BOOK CLUBS	3219673	8188	54.00
01 1100 610 004	5TH GRADE BOOKS		54.00
Total SCHOLASTIC BOOK CLUBS			54.00
SCHOOL SPECIALTY, LLC	208129606415	8189	54.91
01 1100 610 003	ELEM TEC TPINS, CLASS RCD,PAPER		54.91
Total SCHOOL SPECIALTY, LLC			54.91
SECURITY SERVICES	sj4287s-1011	8190	1,371.00
01 2670 431 001	FIRE ALARM INSPECTION HS		295.00
01 2670 431 001	FIRE EXT INSPEC AND SERV HS		538.00
01 2670 431 003	FIRE EXT. INSPEC AND SERV ELEM TEC		538.00
Total SECURITY SERVICES			1,371.00
SENCA SANITATION	042022	8191	565.00
01 2620 420 001	GARBAGE SERV HS		157.50
01 2620 420 002	GARBAGE SERV MS		125.00
01 2620 420 003	GARBAGE SERV ELEM TEC		157.50
01 2620 420 004	GARBAGE SERV ELEM COOK		125.00
Total SENCA SANITATION			565.00
STAPLES ADVANTAGE	8065728307	8192	121.36
01 1100 610 002	MS ART SUPPLIES		121.36
Total STAPLES ADVANTAGE			121.36
TECUMSEH CHIEFTAIN	4763.00	8193	1,173.54
01 2570 540 000	EMPLOYMENT ADS		202.50
01 2310 540 000	LEGALS		686.04
01 2510 610 000	FORMS		285.00
Total TECUMSEH CHIEFTAIN			1,173.54
UNITE PRIVATE NETWORKS, LLC	SI-22-010328	8194	554.34
01 2230 382 001	INTERNET SERV		138.58
01 2230 382 002	INTERNET SERV		138.58
01 2230 382 003	INTERNET SERV		138.59
01 2230 382 004	INTERNET SERV		138.59
Total UNITE PRIVATE NETWORKS, LLC			554.34
US POSTAL SERVICE	23184	8195	671.20
01 2560 531 000	STAMPED ENVELOPES		671.20
Total US POSTAL SERVICE			671.20
VERIZON WIRELESS	9902255952/9902 25595	8196	348.39
01 2560 382 000	CELL PHONE SERV		213.36
01 6998 340 001	HOT SPOTS		135.03
Total VERIZON WIRELESS			348.39
VILLAGE OF COOK WATER DEPT	042022	8197	106.33
01 2610 610 002	WT/SW COOK SITE		53.16
01 2610 610 004	WT/SW COOK SITE		53.17
Total VILLAGE OF COOK WATER DEPT			106.33

Board Report - Detail after checks are printed

Vendor Name	Invoice Number	Check Number	Amount
Account Number	Detail Description		Amount
WATER ENGINEERING INC	IN81162	8198	400.00
01 2610 340 001	WATER MANAGEMENT SERV		100.00
01 2610 340 002	WATER MANAGEMENT SERV		100.00
01 2610 340 003	WATER MANAGEMENT SERV		100.00
01 2610 340 004	WATER MANAGEMENT SERV		100.00
Total WATER ENGINEERING INC			<hr/> 400.00
WINDSTREAM	042022	8199	692.04
01 2560 530 000	TELEPHONE SERV. TEC SITE		346.28
01 2560 530 000	TELEPHONE SERV COOK SITE		345.76
Total WINDSTREAM			<hr/> 692.04
Fund Number 01			<hr/> 86,069.64
Checking Account ID 1			<hr/> 86,069.64

**Johnson Count Central Public Schools
District 49-0050 April 2022 General Fund Exp.**

JCC DIST 49-0050 GEN. FUND CLAIMS FOR PYM APRIL 2022	86,069.64
jCC DIST 49-0050 PAYROLL APRIL 2022	<u>604,586.36</u>
JCC DIST 49-0050 APRIL 2022 TOTAL EXP.	<u>690,656.00</u>

66.66 % of Budget Year
60.74 % of Budget

JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
STATEMENT OF ACCOUNTS
2021-2022
GENERAL FUND
American National Bank
Account # 1055931

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-21	670,504.75	618,677.79	734,802.95	0.00	786,629.91
March-21	786,629.91	640,511.85	626,414.45	0.00	772,532.51
April-21	772,532.51	671,351.24	712,473.64	0.00	813,654.91
May-21	813,654.91	695,917.74	2,095,270.08	0.00	2,213,007.25
June-21	2,213,007.25	638,259.21	486,677.01	0.00	2,061,425.05
July-21	2,061,425.05	657,223.83	214,721.54	0.00	1,618,922.76
August-21	1,618,922.76	678,264.77	262,803.19	0.00	1,203,461.18
September-21	1,203,461.18	823,870.77	1,653,279.10	0.00	2,032,869.51
October-21	2,032,869.51	751,019.30	179,471.69	0.00	1,461,321.90
November-21	1,461,321.90	707,765.64	96,444.75	0.00	850,001.01
December-21	850,001.01	698,827.89	566,023.46	0.00	717,196.58
January-22	717,196.58	676,491.24	1,291,505.94	0.00	1,332,211.28
February-22	1,332,211.28	667,835.61	747,838.53	0.00	1,412,214.20
March-22	1,412,214.20	792,185.33	291,675.85	0.00	911,704.72

IMPREST ACCOUNT
American National Bank
Account #4084077

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-21	3,149.44	823.7	350.00	0.00	2,675.74
March-21	2,675.74	941.39	1,152.40	0.00	2,886.75
April-21	2,886.75	324.2	1,057.87	0.00	3,620.42
May-21	3,620.42	361	279.40	0.00	3,538.82
June-21	3,538.82	450.53	0.00	0.00	3,088.29
July-21	3,088.29	664.14	951.85	0.00	3,376.00
August-21	3,376.00	205.45	452.14	0.00	3,622.69
September-21	3,622.69	277.74	483.19	0.00	3,828.14
October-21	3,828.14	655.9	248.63	0.00	3,420.87
November-21	3,420.87	213.75	0.00	0.00	3,207.12
Decmeber-21	3,207.12	248.63	869.65	0.00	3,828.14
January-22	3,828.14	214.85	0.00	0.00	3,613.29
February-22	3,613.29	274.02	462.61	0.00	3,801.88
March-22	3,801.88	1352.18	0.00	0.00	2,449.70

BUILDING FUND
Account MM #50000119

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-21	324,615.01	8,700.00	30,283.40	2.09	346,200.50
March-21	346,200.50	0.00	10,646.80	2.56	356,849.86
April-21	356,849.86	3,000.00	35,319.92	2.46	389,172.24
May-21	389,172.24	0.00	114,990.58	2.94	504,165.76
June-21	504,165.76	0.00	15,278.91	3.26	519,447.93
July-21	519,447.93	24,673.79	4,940.77	3.60	499,718.51
August-21	499,718.51	54,885.64	10,497.32	3.15	455,333.34
September-21	455,333.34	25,561.50	92,960.36	3.29	522,735.49
October-21	522,735.49	18,972.14	8,517.51	3.53	512,284.39
November-21	512,284.39	0.00	3,269.50	3.38	515,557.27
December-21	515,557.27	0.00	21,395.63	3.56	536,956.46
January-22	536,956.46	0.00	64,750.35	3.89	601,710.70
February-22	601,710.70	0.00	39,045.46	3.83	640,759.99
March-22	640,759.99	0.00	13,678.98	4.41	654,443.38

BOND FUND
American National Bank
Account MM #3188887

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-21	16,877.47	0.00	7.43	0.06	16,884.96
March-21	16,884.96	0.00	0.00	0.08	16,885.04
April-21	16,885.04	0.00	0.00	0.08	16,885.12
May-21	16,885.12	0.00	0.00	0.09	16,885.21
June-21	16,885.21	0.00	0.00	0.08	16,885.29
July-21	16,885.29	0.00	0.00	0.09	16,885.38
August-21	16,885.38	0.00	0.00	0.08	16,885.46
September-21	16,885.46	0.00	0.00	0.09	16,885.55
October-21	16,885.55	0.00	0.00	0.08	16,885.63
November-21	16,885.63	0.00	0.00	0.09	16,885.72
December-21	16,885.72	0.00	0.00	0.08	16,885.80
January-22	16,885.80	0.00	0.00	0.09	16,885.89
February-22	16,885.89	0.00	1.24	0.08	16,887.21
March-22	16,887.21	0.00	6.19	0.08	16,893.48

QUAL CAP PURP
American National Bank
Savings Account #7005153

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-21	10,758.10	0.00	0.00	0.07	10,758.17
March-21	10,758.17	0.00	0.00	0.07	10,758.24
April-21	10,758.24	0.00	0.00	0.07	10,758.31
May-21	10,758.31	0.00	0.00	0.06	10,758.37
June-21	10,758.37	0.00	0.00	0.07	10,758.44
July-21	10,758.44	0.00	0.00	0.08	10,758.52
August-21	10,758.52	0.00	0.00	0.07	10,758.59
September-21	10,758.59	0.00	0.00	0.07	10,758.66
October-21	10,758.66	0.00	0.00	0.07	10,758.73
November-21	10,758.73	0.00	0.00	0.07	10,758.80
December-21	10,758.80	0.00	0.00	0.08	10,758.88
January-22	10,758.88	0.00	0.00	0.07	10,758.95
February-22	10,758.95	0.00	0.00	0.06	10,759.01
March-22	10,759.01	0.00	0.00	0.08	10,759.09

DEPRECIATION FU
American National Bank
Account MM #50000107

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-21	#REF!	0	0	0.06	#REF!
March-21	#REF!	0	0	0.07	#REF!
April-21	12,448.01	0	0	0.06	12,448.07
May-21	12,448.07	0	0	0.06	12,448.13
June-21	12,448.13	0	0	0.06	12,448.19
July-21	12,448.19	10,522.26	0	0.04	1,925.97
August-21	1,925.97	15.00	0	0.01	1,910.98
September-21	1,910.98	15.00	15	0.01	1,910.99
October-21	1,910.99	15.00	2,545	0.02	4,441.01
November-21	4,441.01	0.00	0	0.02	4,441.03
December-21	4,441.03	0.00	0	0.02	4,441.05
January-22	4,441.05	0.00	0	0.03	4,441.08
February-22	4,441.08	0.00	0	0.02	4,441.10
March-22	4,441.10	0.00	0	0.02	4,441.12

EMPLOYEE BENEFIT FUND

Savings Account #70005160

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-21	497.74	0	0	0.00	497.74
March-21	497.74	0	0	0.00	497.74
April-21	497.74	0	0	0.00	497.74
May-21	497.74	0	0	0.00	497.74
June-21	497.74	0	0	0.00	497.74
July-21	497.74	0	0	0.00	497.74
August-21	497.74	0	0	0.00	497.74
September-21	497.75	0	0	0.00	497.75
October-21	497.75	0	0	0.00	497.75
November-21	497.75	0	0	0.00	497.75
December-21	497.75	0	0	0.01	497.76
January-22	497.76	0	0	0.00	497.76
February-22	497.76	0	0	0.00	497.76
March-22	497.76	0	0	0.01	497.77

CONTINGENCY FUND

American National Bank

Savings Account #70005174

Month	Beginning Bal .	Expenditures	Receipts	Interest	Ending Balance
February-21	2,679.99	0	5.09	0.01	2,685.09
March-21	2,685.09	0	6.07	0.02	2,691.18
April-21	2,691.18	0	2.89	0.02	2,694.09
May-21	2,694.09	0	3.94	0.01	2,698.04
June-21	2,698.04	0	4.07	0.02	2,702.13
July-21	2,702.13	0	3.94	0.02	2,706.09
August-21	2,706.09	0	4.07	0.01	2,710.17
September-21	2,710.17	0	4.07	0.02	2,714.26
October-21	2,714.26	0	3.94	0.01	2,718.21
November-21	2,718.21	0	4.07	0.02	2,722.30
December-21	2,722.30	0	3.94	0.01	2,726.25
January-22	2,726.25	0	4.07	0.02	2,730.34
February-22	2,730.34	0	4.07	0.01	2,734.42
March-22	2,734.42	0	1.18	0.02	2,735.62

Contingency Fund CD #001120027210.....12,000.00 (TFB 3/10/22)

SCHOOL BOARD MEETING APRIL REPORT FROM PRINCIPAL – RICK LESTER

Below are dates and events that I thought you would be interested in:

- I have completed my teacher formal observations and evaluations.
- Mrs. Reuter is working on developing the 2022-2023 class schedule to accommodate as many students as possible. She will give to me for approval.
- Senior class picture will take place at Sam Agena's barn at his residents on April 14.
- Seniors will receive their check-out sheets on April 25.
- Honors Day is scheduled on April 25 at 2:30 p.m. Students will receive their awards in front of their peers. I sent a letter to parents and family members welcoming them to attend. This is scheduled at 2:30 p.m. in the gym
- Mrs. Rother and her physics class are making cardboard boats to race at Werth lake on April 27 at 1:00 p.m. We have taken precautionary actions, and life jackets will be worn with lifeguards present.
- Seniors last day of school is Friday, April 29.
- Our school musical "You're a good man Charlie Brown" is scheduled for April 29 and May 1.
- Graduation rehearsal is set for May 2 at 10:00 a.m. I will also have a senior barbecue party at the fairgrounds for all seniors after rehearsal.
- Graduation is set for Saturday, May 7 at 2:00 p.m.
- Our 8th grade orientation is scheduled for May 11 at 2:30 p.m. My 9th graders will escort the 8th grade class around the high school and they will visit with different sponsors and coaches.

Board Meeting – April 13, 2022
M.S. Principal's Report

- The 2021-2022 NSCAS testing cycle is underway and will continue through the month of April. We started with the science assessment for 5th and 8th graders. All students, grades 4-8, will take the English/Language arts and math assessments. Each assessment will include approximately 35 questions and will take about an hour. When we are done with NSCAS testing we will start the spring MAP testing the first week of May.
- Congratulations to the following JCC students who were selected to participate in the Meridian Honor Choir/Band: Ashley Beethe (alto sax); Choir: Wyatt Case, Trevin Huskey, Abby Mejia, Saige Rother, Cameron Werner, Brayden Beethe, Monica Jimenez, Jacob Nixon, AJ Rautenbach, Harley Reyes, Molly Weber. These students were selected through an audition process.
- JCC sent two teams to the Golden Sowers reading competition in Pawnee City. Students answered questions from 20 assigned books. The middle school team of Molly Weber, Saige Rother, Ashley Beethe and Briana Robeson finished first and the 4th & 5th grade team of Brynn Weber, Jack Sterup, Janel Leyva and Elliott Brommer finished in 3rd place.
- Mrs. Rother hosted a 6th grade quiz bowl competition at the M.S. We had 6 teams participate from 2 schools.
- Our JH track teams have gotten off to a good start. The boys were MUDECAS Champions and the girls were MUDECAS Runner-ups out of 15 schools. The girls won the Conestoga Invite and boys finished in 3rd.

Garrett Collin
Activities Report
April 13th, 2022

Track

- We hosted our first track invite last week with 12 schools competing.
- It went really well
- Our boys finished 7th and girls finished 3rd
- We host our JH invite on April 28th and HS invite on May 6th
- MUDECAS on April 23rd and ECNC on April 30th

Golf

- Had their first dual on April 5th and their first invite on April 6th
- We host our invite on May 5th @ TCC
- ECNC on April 19th

Athletic Banquet

- Scheduled for May 17th at 6 pm in the HS gym.
- This will be catered by Scotty Gottula and Co.
- Coaches are being asked to keep their speeches from 3-5 minutes

Athletic Awards Ceremony

- Scheduled for April 29th during 6th period
- Similar to Athletic Banquet except athletes are being recognized in front of their peers
- Intrасchool Quiz Bowl will follow the ceremony and take place 7th and 8th period

MUDECAS News

- AD's met on April 1st and it was voted that the conference will check with the NSAA about having a shot clock and next year's basketball tournament (Superintendents will vote on this)

ECNC News

- There may be interest in Southern and Tri County in coming to the conference. These schools along with Syracuse are being checked into.
- It was voted that non-conference schools will no longer be able to compete in the conference wrestling tournament.
- Jack Tarr (ECNC AD) and Kevin Reiman (ECNC Executive Director) have stepped down from their positions and those spots will be voted on at the next meeting.

ACT Awards

Seniors Gold (30 and Above)

Kaita Baird

Seniors Silver (27-29)

Madelyn Harrifeld

Seniors Bronze (24-26)

Madison Pingel

Vanessa Jiminez

Emma Straka

Underclassmen Gold (30 and Above)

Aiden Weber

Underclassmen Silver (27-29)

None

Underclassmen Bronze (24-26)

None

ECNC Scholarship (Must Be Attending SCC)

Jordan Albrecht

ECNC Senior Academic Activity Awards

Kaita Baird, Logan Barras-Carnagey, Jennifer Castor Cruz, Madelyn Harrifeld, Treyton Holthus, Madison Pingel, Emma Straka, Fransisco Xayaphonesongkham

Qualifications: An Academic/Activity All-Conference Team certificate and medal will be awarded to each Senior Conference student who meets all the following criteria:

*The student must have participated in an ECNC sponsored activity during their senior year and at least one other year of their high school career.

*The student must be in the top 25% of their respective Senior class.

*The student must have a cumulative GPA of a B+ /90% or higher.

Mr. Rother
April 2022

Superintendent & Tecumseh Site Elementary Board Report

- JCC's activity bus was received from Oklahoma on Monday, April 11.
- I have received two bids as of today for two additional activity buses.
 - National Bus - \$147,157/bus
 - Truck Center - \$131,350/bus
 - In contrast to our most recent activity bus, these would have air ductwork running the length of the bus as part of the overhead storage and would have individual reading lights and chargin ports for each passenger.
 - We have requested diesel engines with air brakes.
 - All are 44 passenger buses, however with bench seats, these could be 77 passenger buses for younger riders.
- Kindergarten Round-Up was held on Friday, April 8, 2022.
- JCC's 5-Year ACT Data (Juniors & Seniors highest scores)
 - Average = 19.7
 - Top 10% = 28.9
 - Top 25% = 26.18
 - Top 50% = 23.37
 - State Average = 20.0
- We are accepting the Eakes proposal for JCC's Print Management Agreement. We had been approached by Capital Business Systems who gave us a proposal with the upcoming expiration of our current Eakes agreement. We felt our relationship with Eakes for their service and commitment to our district, along with their competitive pricing, was reason to continue our partnership.

3051 Opioid Overdose Prevention and Response

The district will maintain an opioid antagonist in its schools, specifically naloxone, otherwise known by its brand name Narcan. Pursuant to Nebraska law and the Naloxone Standing Order issued by the Nebraska DHHS, Division of Public Health, the board will permit school nurses, trained school staff, or other individuals qualified by law to administer naloxone to any person at school or a school event displaying symptoms of an opioid overdose.

This policy shall not create a duty on the part of the school district and/or its personnel to administer naloxone. School representatives will not administer naloxone under the following circumstances:

- a. Naloxone is not available during the overdose emergency;
- b. There is no individual available who is qualified to administer naloxone; or
- c. School representatives are uncertain as to whether an opioid overdose is occurring.

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, volunteer fire fighter, licensed medical professional or other authorized individual from administering his/her own supply of naloxone when responding in good faith to a suspected drug overdose occurring on school district property or at a school-sponsored event.

Procurement and Storage. The superintendent, in consultation with the school's nursing staff, will make the necessary arrangements to obtain naloxone. The naloxone will be stored unlocked in the nurses' office(s). The superintendent, in consultation with the school's nursing staff, will reorder naloxone.

Naloxone that is nearing its expiration date will be replaced. The school nurse shall maintain a log of naloxone supplies consistent with the district's practices for logging other medications.

Training. Licensed health care professionals and school resource officers employed on the high school and middle school levels shall all complete an approved naloxone training prior to carrying and/or administering naloxone. Other school staff members may be trained as determined by the administration. Once trained, staff members shall

review the DHHS standing order and applicable naloxone administration protocols as needed.

Recordkeeping and Reporting. Any individual who administers naloxone on behalf of the school district will promptly notify the building principal and superintendent of the facts and circumstances surrounding the drug overdose incident. The administration of naloxone to any student will be documented in his/her cumulative health record. The administration of naloxone to any staff member will be documented in his/her personnel file.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3052
Leasing Personal Property

I. Leases of Personal Property by the District

A. Applicability of this policy.

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

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

B. General Leasing Policy

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.
2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.
4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.
5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax exemption to make personal leases of any kind or for any reason.

C. Leasing Procedures

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than \$ _____, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

D. Relations with Vendors

1. The board wishes to maintain good working relations with vendors who lease equipment, goods, and other personal property to the school system. The school shall not extend favoritism to any vendors. Each lease shall be entered into on the basis of quality, price and delivery, with past experiences being a factor if all other considerations are equal.
2. No lease shall be made that violates any conflict of interest policy or law.
3. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the lease will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

II. Lease of District-Owned Personal Property to Others

A. Personal Property Valued at No More Than \$ _____

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than \$ _____ is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than _____ days. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property,

provided however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

B. Personal Property Valued in Excess of \$ _____

If the board of education determines that any personal property that is owned by the school district and has a fair market value of at least \$ _____ is not needed for school district use, the board may lease such property, or portion thereof, upon such terms and conditions as it determines.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3053 Nondiscrimination

The School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40

The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions

The Uniformed Services Employment and Reemployment Rights Act (USERRA) - provides job protections and reemployment rights to military reservists and National Guard members called to active duty

The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities

The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation

Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age

The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex

The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution

Veterans Preference Law (NEB. REV. STAT §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district’s complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district’s Title IX and/or Section 504/ADA Coordinator.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3054
Law Enforcement Unit

The board is committed to providing a safe environment conducive to learning for members of the school community. In furtherance of this commitment, the board designates [insert designated individual(s) or department/offices here] to act as the district's Law Enforcement Unit.

Authority of the Law Enforcement Unit. The law enforcement unit is officially authorized to:

- Enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against; *and*
- Maintain the physical security and safety of the district

In maintaining the physical security and safety of the district, the law enforcement unit may employ surveillance or other safety or security equipment in compliance with state and federal law. The law enforcement unit is responsible for the maintenance and security of any such equipment.

Records of the Law Enforcement Unit. All records created and maintained by the law enforcement unit for a law enforcement purpose are considered law enforcement unit records. This would include any records produced by surveillance or other safety or security equipment employed by the law enforcement unit to maintain the physical security and safety of the district.

Law enforcement unit records must be maintained by the law enforcement unit until the unit determines the records may be destroyed. The law enforcement unit is responsible for maintaining law enforcement unit records separate and apart from the student records maintained by the district pursuant to the board's policy regarding student records.

Law enforcement unit records may only be disclosed with the authorization of the Superintendent or his/her designee. Only copies of law enforcement unit records may be disclosed, and the original must be retained by the law enforcement unit and will continue to be considered a law enforcement unit record.

Adopted on: _____
Revised on: _____
Reviewed on: _____

3055 School Resource Officers

The school district must have in effect a memorandum of understanding (MOU) with any law enforcement agency or any security agency prior to using the services of a school resource officer (SRO) or security guard. The MOU shall comply with all state law requirements.

Employer. The SRO or security guard are employees of the law enforcement agency or security agency.

Required Training. Each SRO and security guard and at least one administrator in each elementary or secondary school where an SRO or security guard is assigned must attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

Prosecution Referral Records. The district must create and maintain records on each student referral for prosecution from an SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event. The records must allow for analysis of related data and must include the reason for the referral and the federally identified demographic characteristics of each student.

Parent or Guardian Notification. School officials are not required to notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by a school official. School officials will notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by an SRO or security guard operating in conjunction with a school official as provided in the school's separate policy regarding investigations, arrests, and other student contact by law enforcement, Health and Human Services, or other child welfare agencies.

Rights Advisement. School officials will not advise students of any constitutional rights before student questioning or interrogation. The advisement, if any, shall be made by the SRO or security guard as provided by their agencies' policies and procedures.

Referral to Law Enforcement for Prosecution. The school district's student discipline policy is the school policy required by state law that addresses the student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not referred to law enforcement.

Restraint and Seclusion. The school district's restraint and seclusion policy applies to the use of restraint and seclusion on students by school district employees. SROs and security guards that are not employees of the school district are not governed by the school district's restraint and seclusion policy. Instead, they will be governed by the restraint and seclusion policies, practices, and procedures implemented by their employers.

Filing and Posting the MOU. The superintendent shall provide a copy of any initial MOU entered into under this policy to the Nebraska Department of Education (Department) or post a copy on the school district's website within three months of its adoption. The superintendent shall thereafter file any changes to the MOU with the Department or post it on the school district's website no later than January 1st of each year.

Complaint Process. Any student or parent who wishes to express a concern or file a complaint about an SRO or security guard and the practices of the SRO or security guard must follow the school district's complaint procedure.

Adopted on: _____
Revised on: _____
Reviewed on: _____

3056 Guest Speakers

The school board recognizes that guest speakers with demonstrated expertise in areas of interest to the school district and its students may enrich the students' educational experiences. The school district has adopted this policy to ensure that the messages provided by outside speakers do not conflict with school district policies, the fundamental values of a public school education, or the legal limitations placed on public school districts. Individuals who wish to invite a guest speaker must follow the procedures outlined below.

Classroom or School-Sponsored Activity Guest Speakers. Teachers or activity sponsors who desire to invite a guest speaker to address his or her class or activity members must:

1. Research the guest speaker, have a clear understanding of the guest speaker's purpose and message, and determine that the speaker's message complies with the school district's policies and fundamental values.
2. Complete a Guest Speaker Request Form and submit it to the building principal at least days prior to the proposed appearance.
3. Notify the main office of name, time, and date of the guest speaker's appearance (if the request is approved).
4. Notify parents of the name, time, date, and topic and summary of the presentation at least days before the presentation (if the request is approved).
5. Require the guest speaker to submit a copy of any visual or written materials to the employee at least 24 hours prior to any presentation. The employee shall submit the materials to the principal upon receipt.
6. Prepare students in advance for the experience.
7. Inform the guest speaker that students or employees may ask challenging questions or offer differing viewpoints.
8. Terminate the presentation if the speaker fails to limit his or her remarks to the subject on which he or she has been invited to speak.
9. Remain with the speaker and students to facilitate and monitor the discussion.

10. Provide appropriate follow-up activities and education.

Assembly Speakers. Employees who desire to invite a guest speaker to address staff or students at an assembly must follow the identical procedures outlined above. In addition, the employee must submit the Guest Speaker Request Form to the superintendent at least [redacted] days prior to the proposed appearance and the speaker submitted materials upon receipt.

Request Consideration. The administrator(s) must research the guest speaker and determine that the speaker's message complies with the school district's policies and fundamental values. If it does not comply, the administrator will reject the request. If it does comply, the administrator shall then consider the following factors when approving or denying the request:

1. The guest speaker's ability to appropriately and adequately address the topic with the students based upon the speaker's education, training, expertise, or other qualifications.
2. The materials submitted by the guest speaker.
3. The educational value to students of the presentation.
4. The relevance of the presentation to the class, activity, or school's educational mission.
5. Whether the topic of the presentation is appropriate for the students' ages and level of maturity.
6. Whether the speaker has a history of providing factual information in a fair and balanced manner or if he or she has previously advocated for a particular position or espoused personal opinion, bias, or partisanship.
7. Whether the speaker's proposed presentation is consistent with the fundamental values of a public school education and/or encourages the fundamental values, habits, or manners of civility.
8. Whether the speaker's proposed presentation will satisfy the Nebraska Department of Education's accreditation, curriculum, or standards requirements or recommendations.

The administrator shall notify the employee of his or her decision.

Controversial Issues. If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will still be of benefit to the students, (1) the employee and administrator will work

with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

Other Requirements. The inviting employee or appropriate administrator may interrupt or stop the presentation if it violates this or any other school policy.

Adopted on: _____
Revised on: _____
Reviewed on: _____

**Guest Speaker Request Form
Assembly**

Teacher/Sponsor: _____

Date: _____

Proposed Date and Time: _____

Speaker: _____

Speaker Affiliation: _____

Purpose and Message of Presentation: _____

Speaker Qualifications: _____

I have read school district policy regarding guest speakers and have complied or will comply with all of its requirements.

Teacher

Date

Superintendent

Date

Approved: _____

Denied: _____

Reason: _____

**Guest Speaker Request Form
Classroom or School-Sponsored Activity**

Teacher/Sponsor: _____

Date: _____

Class/Activity: _____

Proposed Date and Time: _____

Speaker: _____

Speaker Affiliation: _____

Purpose and Message of Presentation: _____

Speaker Qualifications: _____

I have read school district policy regarding guest speakers and have complied or will comply with all of its requirements.

Teacher

Date

Principal

Date

Approved: _____

Denied: _____

Reason: _____

3057 Title IX Policy

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

1. Title IX Coordinator

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

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

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

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

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

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

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

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

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it

effectively denies a person equal access to the district's education program or activity;

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

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

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

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

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

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
 - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 2.6.4.2.1. The length of the relationship.
 - 2.6.4.2.2. The type of relationship.
 - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

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

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

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

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

4. Response to Sexual Harassment

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

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

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

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

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

5. **Grievance Process for Formal Complaints of Sexual Harassment.**

5.1. **General Requirements.**

- 5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- 5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- 5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

- 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
- 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
 - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
 - 5.1.4.2.2. The scope of the district's education program or activity;
 - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

- 5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:
- 5.2.1.1. A copy of this policy.
 - 5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at

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

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

5.3. **Dismissal of Formal Complaint.**

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
 - 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.

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

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

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

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

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

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

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

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

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding

responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district

does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

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

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

5.7. Determination Regarding Responsibility

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the

preponderance of the evidence standard. The written determination will include:

- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
- 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- 5.7.2.3. Findings of fact supporting the determination;
- 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
- 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
- 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the

district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days [NOTE TO BE DELETED: We recommend 10 calendar days to remain consistent with the other timeframes in the Title IX regulations. However, make sure this timeline is at least as long as any timelines for review or appeal in any general complaint procedure or grievance procedure] of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

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

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

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

5.8.3. As to all appeals, the district will:

- 5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- 5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- 5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
- 5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 5.8.3.6. Provide the written decision simultaneously to both parties.

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

- 5.9.1. Provides to the parties a written notice disclosing:
 - 5.9.1.1. The allegations;
 - 5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

- 5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. Recordkeeping.

- 5.10.1. The district will maintain for a period of seven years records of:
 - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
 - 5.10.1.2. Any appeal and the result therefrom;
 - 5.10.1.3. Any informal resolution and the result therefrom; and
 - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools.**

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

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

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

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

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

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

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

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

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

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

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a

report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. Specific Circumstances.

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

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

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

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

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

3058 Naming School Facilities and Property

The purpose of this policy is to establish the criteria and procedures for naming and renaming school district facilities or property.

Authority. The board shall have the authority to name all school district facilities or property. The board reserves the right to refuse to name any facility or piece of property and to make name changes at any time.

Definition. “Facilities or property” means any physical structure owned by the school, including any new, existing, or leased building; a wing of a building; any room; or other significant features or portion thereof such as a fountain, monument, plaza, garden, landscaped area, street, running course, running track, playing field, practice field, playing court, practice court, bench, memorial, or stage.

Committee or Administrative Review. Prior to formal naming action by the board, the matter may be referred to the superintendent or a school committee for consideration, review, and recommendation to the board.

Naming Criteria. The district may name facilities or property after the community, subdivision, or street on which the school is located; the geographic location of the school; or any significant landmark. The district may name facilities or property for an individual, family, or entity meeting at least one of the following criteria:

1. A faculty member, staff member, board member, alumni, volunteer, or other community member who has made an outstanding contribution to education, humanity, or community; or have displayed outstanding leadership; or be a person of historical significance; and who has been deceased for at least five years;
2. Financial donors who make a significant financial contribution to the school generally or to a specific school activity or program; and
3. Financial donors who make a significant financial contribution toward the construction of a new facility/property or facility/property renovation.

The district will not grant a naming right without the informed consent of the named party or his/her/its authorized representative.

Due Diligence Review. The board or its designee shall conduct a due diligence review of any proposed facility or property name to consider whether it is and will continue to be a positive and appropriate reflection on the school,

whether the name conforms with the purpose and mission of the school, and whether there are any conflict of interest issues. The board or its designee shall also consult with district legal counsel to ensure that any proposed name complies with applicable policies, laws, and regulations and to determine if any proposed name would have an adverse impact on existing or future tax-exempt bond issues.

Renaming Facilities. Once established, the name of school district facilities or property generally shall not be changed absent compelling reason to do so as determined by the board. Compelling reasons include, but are not limited to, the person or entity or any of its officers, agents, or employees committing any act or doing anything which might tend to bring the person or entity or any of its officers, agents, or employees into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on the district or if the continued use of the name is contrary to the educational mission of the district. The named party may, without refund of any consideration paid or provided, terminate his/her/its acceptance of the naming rights prior to the scheduled termination date upon request to and approval of the board. If the request is granted, the named party shall be solely responsible for all costs of removal of the names.

Current Facilities or Property. Facility and property names that exist at the time this policy is adopted shall remain in effect, subject to future renaming consistent with this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____



**Johnson County Central Public Schools
Schedule No. 1 to
Master Lease Purchase Agreement dated June 10 2022**

Closing Index

#	Document	Required to Ship	Required to Close
1.	Master Lease Purchase Agreement.....	Yes	Yes
2.	Ex. A - Equipment and Lease Payment Schedule.....	Yes	Yes
3.	Ex. B - Acceptance Certificate		Yes
4.	Ex. C - Board Resolution or Meeting Minutes	Yes	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-G)		Yes
6.	IRS Form 8038-G or 8038-GC.....		Yes
7.	Ex. E - Insurance Coverage Requirements (informational)		n/a
8.	Insurance Certificate evidencing coverage		Yes
9.	Ex. F - Incumbency Certificate.....	Yes	Yes
10.	First Lease Payment invoice, please forward to accounts payable upon board approval of this lease.		

Please call Gina Victor at (480) 419-3914 with any questions.

Original Closing Documents

- Once documents are signed, please first provide scanned copies of the above items to GVictor@bankunited.com
- Then mail the originals to

**Apple Financial Services
Attention: Gina Victor
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255**



Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of June 10 2022 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Johnson County Central Public Schools ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate; (h) a Bank Qualification Designation; (i) Lease Payment Instructions; (j) Insurance Coverage Requirements; (k) an opinion of Lessee's counsel; and (l) such other documents, items, or information reasonably required by Lessor. Lessor shall provide each such document to Lessee in a form and substance satisfactory to Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is

provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be

granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall

immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on

any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the

ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

26. ELECTRONIC SIGNATURES. Notwithstanding anything to the contrary in this Master Lease and with the exception of the IRS Form 8038-G / 8038-GC which Lessee must execute using an original, manual signature, Lessee and Lessor both intend that this Master Lease and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of the Lessee and/or Lessor using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") or when manually countersigned or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

LESSEE: JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS
358 North 6th Street
Tecumseh, NE 68450

BY: _____

BY: _____

TITLE: _____

TITLE: _____

FED TAX ID#: _____

EXHIBIT A

Schedule No. 1 Dated June 10 2022 to Master Lease Purchase Agreement Dated June 10 2022

This Schedule No. 1 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated June 10 2022 ("Master Lease"), and is effective as of June 10 2022. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION						
Computer Hardware--See attached Exhibit 1.						
LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	6/10/2022					\$240,467.50
1	9/30/2022	\$60,116.88	\$0.00	\$60,116.88	\$183,957.64	\$180,350.63
2	9/30/2023	\$60,116.88	\$0.00	\$60,116.88	\$122,638.43	\$120,233.75
3	9/30/2024	\$60,116.88	\$0.00	\$60,116.88	\$61,319.21	\$60,116.86
4	9/30/2025	\$60,116.86	\$0.00	\$60,116.86	\$0.00	\$0.00
Totals:		\$240,467.50	\$0.00	\$240,467.50	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$230,247.41 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.4518% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: June 10 2022

LESSOR: **APPLE INC.**

LESSEE: **JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS**

SIGNATURE: **X** _____

SIGNATURE: **X** _____

NAME / TITLE: **X** _____

NAME / TITLE: **X** _____

DATE: **X** _____

DATE: **X** _____

<p>LESSEE BILLING INSTRUCTIONS:</p> <p>PO BOX/STREET: _____</p> <p>CITY, ST ZIP: _____</p>	<p>PERSON/DEPT.: _____</p> <p>TITLE: _____</p> <p>PHONE #: _____</p> <p>EMAIL: _____</p>
---	--

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 1
 under Master Lease Purchase Agreement dated June 10 2022

Row #	Details & Comments	Qty
1	10.2-inch iPad Wi-Fi 64GB – Silver (Packaged in a 10-pack) Part Number: MK403LL/A	650
2	Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th, 8th & 9th generation) – Blue Part Number: HNMA2ZM/A	310
3	Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th, 8th & 9th generation) – Blue Part Number: HNMA2ZM/A	100
4	STM Dux Plus Duo for 10.2-inch iPad (7th, 8th, and 9th generation) with built-in holder for Apple Pencil – Black – Special 10-pack pricing (includes quantity 10 HNU02ZM/A) Part Number: BPG22LL/A	24
	STM Dux Plus Duo for 10.2-inch iPad (7th, 8th, and 9th generation) with built-in holder for Apple Pencil – Black Part Number: HNU02ZM/A Quantity: 240	

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 1, dated June 10 2022, (the "Schedule") to Master Lease Purchase Agreement, dated as of June 10 2022, between Apple Inc., as Lessor, and Johnson County Central Public Schools, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: _____

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

LESSEE: **Johnson County Central Public Schools**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: **Johnson County Central Public Schools**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

PLEASE RETURN PAYMENT REQUEST TO:
APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

EXHIBIT C

RESOLUTION NO. _____ OF Johnson County Central Public Schools
 AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
 OF A MASTER LEASE PURCHASE AGREEMENT;
 AND APPROVING THE EXECUTION AND DELIVERY OF
 SCHEDULE NO. 1 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Johnson County Central Public Schools (the "School District"), is authorized by the laws of the Nebraska (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 1 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

Section 1. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

Section 2. The School District hereby authorizes and approves the execution and delivery of Schedule No. 1 to the Master Lease in an amount not to exceed \$_____ for the purpose of financing the costs of the acquisition and installation of the Project;

Section 3. The persons of the School District listed below (each an " Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

Section 4. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

Section 5. The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

Section 6. All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].

 Signatory

Attest: _____

District Clerk

EXHIBIT D

BANK QUALIFIED DESIGNATION

Schedule No. 1 to Master Lease Purchase Agreement Dated June 10 2022

Lessee hereby represents and certifies the following (please check one):

Bank Qualified [if Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]

Check this box if this Lease is designated as a “small issuer exception” under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the June 10 2022 calendar year will not exceed \$10,000,000.]

Non-Bank Qualified [if Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]

Check this box if Lessee has not designated this Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: **Johnson County Central Public Schools**
Signature: **X** _____
Printed Name/Title: **X** _____
Date: **X** _____

Instructions for 8038-G:

Updated for use with September, 2018 form

The below described lines need to be completed by the Lessee:

- Line 2:** **Enter the EIN number of the Issuer (Lessee)**
An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.
- Lines 10a and 10b:** **Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information**
If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.
- Line 39:** **Bank Qualified Designation**
Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2022 will not exceed \$10,000,000.]
- Lines 41a-41d and 42:** **Hedges**
If the issuer (Lessee) has identified a hedge, this section must be completed.
- Line 43:** **Written procedures regarding Remediation of Non-Qualified Bonds**
Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).
- Line 44:** **Written procedures to monitor Section 148 of the Code**
Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).
- Lines 45a and 45b:** **Reimbursement**
If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]
- Signature and Consent:** **Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.**

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶		18	
19a If bonds are TANs or RANs, check only box 19a	▶ <input type="checkbox"/>		
b If bonds are BANs, check only box 19b	▶ <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box	▶ <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) n/a							
22	Proceeds used for accrued interest				22		
23	Issue price of entire issue (enter amount from line 21, column (b))				23		
24	Proceeds used for bond issuance costs (including underwriters' discount)				24		
25	Proceeds used for credit enhancement				25		
26	Proceeds allocated to reasonably required reserve or replacement fund				26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V				27		
28	Proceeds used to refund prior taxable bonds. Complete Part V				28		
29	Total (add lines 24 through 28)				29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. n/a	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . ▶ _____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . ▶ _____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . ▶ _____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	Date	▶ _____ Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

PLEASE FORWARD TO YOUR INSURANCE PROVIDER

Johnson County Central Public Schools

- 1) Property Damage & Loss Coverage -
 - a) "All Risk" Physical Damage & Loss Insurance
 - b) Include: Policy Number, Effective Date and Expiration Date
 - c) **APPLE INC. and its Assigns** named "Loss Payee"
 - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 2) The Certificate Holder should be named as follows:

APPLE INC. and its assigns
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

FOR SELF INSURANCE:

Self-insurance is only permitted **with Lessor's prior written consent.** If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

EXHIBIT F

INCUMBENCY CERTIFICATE

Schedule No. 1 to Master Lease Purchase Agreement dated June 10 2022

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **Johnson County Central Public Schools**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)



Financial Services
Education Finance

Lessee: Johnson County Central Public Schools

Attention: Accounts Payable

Invoice Number: First Payment / 103350
Invoice Due Date: 9/30/2022
Amount Due: \$60,116.88

Equipment Description: Apple Computer Equipment

Customer Reference Number: MLA# 1304-1-103350

Payment Number	Amount Due
1	\$60,116.88

Remit to:

Apple Financial Services
P.O. Box 028549
Miami, FL 33102-8549

Keep top portion for your records

Please detach bottom portion and return with your payment.

Apple Financial Services

Remit to:

Apple Financial Services
P.O. Box 028549
Miami, FL 33102-8549

Invoice Number: First Payment / 103350

Due Date: 9/30/2022
Amount Due: \$60,116.88

EXHIBIT C

RESOLUTION NO. **042022** OF Johnson County Central Public Schools
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
OF A MASTER LEASE PURCHASE AGREEMENT;
AND APPROVING THE EXECUTION AND DELIVERY OF
SCHEDULE NO. 1 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Johnson County Central Public Schools (the "School District"), is authorized by the laws of the Nebraska (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 1 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

Section 1. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

Section 2. The School District hereby authorizes and approves the execution and delivery of Schedule No. 1 to the Master Lease in an amount not to exceed **\$240,467.50** for the purpose of financing the costs of the acquisition and installation of the Project;

Section 3. The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

Section 4. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

Section 5. The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

Section 6. All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE **Johnson County Central Board of Education** on 04/13/2022

Signatory

Attest: _____

District Clerk

TEACHER'S CONTRACT

This contract is made by and between the Board of Education of Johnson County School District No. 50, commonly known as Johnson County Central Public Schools and referred to herein as the "Board" and "District" respectively, and **Jacy Pollard**, a legally qualified teacher, referred to herein as "Teacher".

WITNESSETH: The Board agrees to employ the teacher for a contract year, which shall begin on August 9, 2022, and conclude on or about May 30, 2023, and consist of 185 days of service. The teacher accepts such employment at a salary based upon placement on **BA Step 1** of the salary schedule.

FIRST: The teacher's salary shall be payable in 12 equal installments. The first installment will be paid on September 20, 2022, and the remaining installments will be paid on the 20th day of each month thereafter. Provided, if the 20th day of the month falls on a Saturday, Sunday or holiday, the salary payment will be made either on the last working day before the 20th day or on the first working day after the 20th day.

SECOND: The teacher will abide by the District's and administration's policies, rules, regulations, and directives and all state and federal statutes, rules, and regulations. Teachers' duties are subject to assignment by the Administration. The teacher agrees to devote full time during days of school to his/her position in all respects and to perform all assigned duties diligently and faithfully to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the Teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and Teacher or by Teacher's duly authorized bargaining agent.

FOURTH: A majority of the Board members may cancel or amend this contract during its term members for any of the following reasons:

(a) cancellation, termination, revocation or suspension of Teacher's certificate by the State Board of Education; (b) a breach of any material provision of this contract; (c) any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) any conduct that interferes substantially with the teacher's continued performance of duties; (k) any arrest, criminal charge, or criminal conviction of Teacher or the failure to report the same; (l) any filing against the Teacher under section 43-247 or any other provision of the

Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (m) knowingly falsifying school district records or documents; (n) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (o) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (p) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. Cancellation or amendment under this contract shall be governed by applicable provisions of Nebraska statute.

FIFTH: Upon termination of this contract for just cause, or upon Teacher's release from this contract, the compensation paid or to be paid hereunder shall be an amount that bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to the number of days of service in the contract year. The teacher shall refund any unearned fractional portion of an installment paid but not earned prior to termination of the contract.

SIXTH: Upon termination of this contract for any reason, the teacher shall immediately return all District property to the District.

SEVENTH: There shall be no penalty for release or resignation by the Teacher from this contract, provided no resignation shall become effective until the close of the school year unless it is accepted by the Board, which shall fix the time that the resignation is to take effect.

EIGHTH: This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security, and teacher's retirement. Teacher authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by Teacher or the value of property or money entrusted to Teacher or owed by Teacher to the District during the course of or as a result of Teacher's employment, if such property or money have not been returned to the District properly. Other deductions may be withheld as agreed to by the parties.

NINTH: Teacher affirms that he/she is not under contract with another school board or board of education within this state covering a part or all of the same time of performance as is contemplated by this agreement. The teacher affirms that he/she holds or will hold a valid Nebraska Teaching Certificate at the beginning of the contract term. This contract is not valid until said certificate is registered in the office of the Superintendent of Schools, and the teacher shall not be compensated for any services performed prior to the date of the registration.

TENTH: Teacher shall report to the District within 24 hours any arrest, criminal charge, or criminal conviction of Teacher. The teacher shall report to the District within 24 hours any filing against him/her under section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect.

ELEVENTH: The compensation set forth in this agreement shall be subject to such adjustments as the Board and Teacher or Teacher's duly authorized bargaining agent may agree upon from time to time.

TWELFTH: The teacher's failure to return a signed copy of the contract to the Superintendent or Board Secretary on or before **April 15, 2022** shall constitute a rejection of this offer of employment.

Executed: _____, 2022 _____
Teacher

Executed: _____, 2022 By: _____

Board President

Attest:

Board Secretary

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1/09/2019