

Board of Education Regular Meeting
Monday, October 14, 2024 6:00 PM
Boardroom at 1700 14th Avenue
1700 14th Ave
Nebraska City, NE 68410

1. Call to Order
 - 1.1. Roll Call
 - 1.2. Pledge of Allegiance
 - 1.3. Requests from Board Members to be Absent from this meeting
 - 1.4. Welcome to Visitors and Public
 - 1.5. Approval of Agenda
 - 1.6. Public Comment Time
 - 1.7. Approval of Minutes
 - 1.8. Claims and Accounts
 - 1.9. Financial Report
2. Reports
 - 2.1. Principal's Reports – “What's Happening With The PIONEERS!”
 - 2.2. Committee Reports
 - 2.2.1. Education, Americanism and Civics
 - 2.2.2. Buildings and Grounds
 - 2.2.3. Finance
 - 2.2.4. Policy
 - 2.3. Superintendent's Report
3. Business
 - 3.1. Non-Action Items
 - 3.1.1. Policy Cycle Reviews
 - 3.1.2. Financial Literacy Report
 - 3.1.3. BOE Negotiations Team for 2025-2026
 - 3.2. Action Items
 - 3.2.1. Policy Revisions
 - 3.2.1.1. Policy 6004-Curriculum Development
 - 3.2.1.2. Policy 3022.R1-Volunteer Service Agreement
 - 3.2.2. Snow Removal Pricing
 - 3.2.3. HVAC Project
 - 3.2.4. Doors
 - 3.2.5. High School Weight Room and Equipment
 - 3.2.6. NASB Legislative Committee Member
 - 3.2.7. NCPS Foundation Restated and Amended Bylaws
 - 3.2.8. Personnel Resignation
4. Adjournment

PUBLIC PARTICIPATION

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

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

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

PUBLIC COMMENTS

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

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

PLEASE PRINT

Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Subject of Public Comment: _____

UNAPPROVED MINUTES
Board of Education Special Hearing on 2043-2025 Tax Request
Monday, September 23, 2024 6:00 PM
Boardroom at Central Office, 1700 14th Avenue, Nebraska City, NE 68410

B103 and News Press were notified.

Notice was published in the Nebraska City News Press on Friday, September 13, 2024 and on the Nebraska City Public Schools website on Wednesday, August 28, 2024, stating the time and place of the meeting and stating that the known subjects on the agenda were on file and available for public inspection at the District Central Office, 1700 14th Avenue, Nebraska City, Nebraska. Copies of the postings from Friday, September 13, 2024 and Wednesday, August 28, 2024 are attached to these minutes.

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

1. Call to Order

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

1.1. Roll Call

Kent Blum: Present
Lisa Chaney: Present
Don Loseke: Present
Jeff Fields: Present
Stacie Higgins: Absent
Rob Elson: Present
Jim Nemec: Present
Nick Schmitz: Absent
Brent Shanholtz: Present
Present: 7, Absent: 2

2.0 Public Comment Time

No one addressed the Board during Public Comment Time

3.0 Hearing on the Proposed 2024-2025 Tax Request

Discussion/Questions/Comments

Board President Jim Nemec led the board through discussions regarding the proposed 2024-2025 tax request. He referenced the previous budget workshop and budget hearing as to how this tax request was determined. President Nemec compared the 2023-2024 Tax Requests to the 2024-2025 Tax Requests. President Nemec mentioned the district has not attended the Joint Public Hearing since its inception.

4.0 Adjournment

Order #17214-Motion Passed: Motion for adjournment at 6:14 PM passed with a motion by Kent Blum and a second by Jeff Fields. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Fields: Yea
Stacie Higgins: Absent
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Absent
Brent Shanholtz: Yea
Yea: 7, Nay: 0, Absent: 2

Submitted by Mark Fritch, Secretary

UNAPPROVED MINUTES
Board of Education Special Meeting
Monday, September 23, 2024 following Tax Request Hearing
Boardroom at Central Office, 1700 14th Avenue, Nebraska City, NE 68410

The Nebraska City News Press and B103 were notified.

Notice was published in the Nebraska City News Press on Friday, September 13, 2024 and on the Nebraska City Public Schools website on Friday, August 23, 2024 stating the time and place of the meeting and stating that the known subjects on the agenda were on file and available for public inspection at the District Central Office, 1700 14th Avenue, Nebraska City, Nebraska. Copies of the postings from Friday, September 13, 2024 and Friday, August 23, 2024 are attached to these minutes.

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

1. Call to Order

Board President Jim Nemec called the meeting to order at 6:15 PM.

1.1. Roll Call

Kent Blum: Present
Lisa Chaney: Present
Don Loseke: Present
Jeff Frields: Present
Stacie Higgins: Absent
Rob Elson: Present
Jim Nemec: Present
Nick Schmitz: Absent
Brent Shanholtz: Present
Present: 7, Absent: 2

1.2. Pledge of Allegiance

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

Order #17215-Motion Passed: Motion to approve the requests to be absent from this meeting from Stacie Higgins and Nick Schmitz passed with a motion by Jim Nemec and a second by Don Loseke. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Yea
Stacie Higgins: Absent
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Absent
Brent Shanholtz: Yea
Yea: 7, Nay: 0, Absent: 2

1.4. Welcome to Visitors and Public

1.5. Approval of Agenda

Order #17216-Motion Passed: Motion to approve the agenda for September 23, 2024 passed with a motion by Jeff Frields and a second by Don Loseke. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Yea

Stacie Higgins: Absent
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Absent
Brent Shanholtz: Yea
Yea: 7, Nay: 0, Absent: 2

1.6 Public Comment Time

No one addressed the Board during Public Comment Time.

1.7. Approval of Minutes

Order #17217-Motion Passed: Motion to approve the minutes from the Budget Hearing and Regular Meeting on September 9, 2024 passed with a motion by Lisa Chaney and a second by Rob Elson. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frieids: Yea
Stacie Higgins: Absent
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Absent
Brent Shanholtz: Yea
Yea: 7, Nay: 0, Absent: 2

2.0. Business

2.1. Approval of the 2024-2025 Nebraska City Public Schools Budget

Order #17218-Motion Passed: Motion to approve the 2024-2025 Nebraska City Public Schools Budget as presented passed with a motion by Kent Blum and seconded by Brent Shanholtz. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frieids: Yea
Stacie Higgins: Absent
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Absent
Brent Shanholtz: Yea
Yea: 7, Nay: 0, Absent: 2

2.2. Approval of Systems Tax Requests

Order #17219-Motion Passed: Motion to approve the 2024-2025 Tax Request Resolution for Otoe County School District 111 as presented passed with a motion by Jim Nemec and seconded by Jeff Frieids. Jim Nemec thanked Superintendent Fritch and Business Manager, Brenda Wieckhorst for their months of analysis, planning and preparation on the budget and tax request information that helped to lead board decisions.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frieids: Yea
Stacie Higgins: Absent
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Absent

Brent Shanholtz: Yea
Yea: 7, Nay: 0, Absent: 2

2.3. Superintendent's Report

Mr. Fritch shared with the Board information about the NCPS Foundation Kleineweber Scholarships, an update on the Pioneer Power project, a report about Parent Teacher Conferences, and more information on the bleachers in the Old Gym. He also gave a staffing update, noted agenda items for the October 7 inservice and reminded the board about upcoming meetings.

3.0. Adjournment

Order #17220-Motion Passed: Motion to adjourn at 6:57 PM passed with a motion by Kent Blum and a second by Jeff Fields. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Fields: Yea
Stacie Higgins: Absent
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Absent
Brent Shanholtz: Yea
Yea: 7, Nay: 0, Absent: 2

Submitted by
Mark Fritch, Secretary

DRAFT

AFFIDAVIT OF PUBLICATION

See Proof on Next
Page

STATE OF NEBRASKA

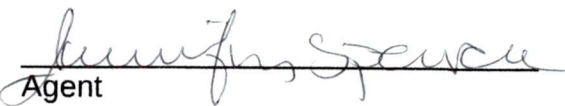
SS.

COUNTY OF OTOE

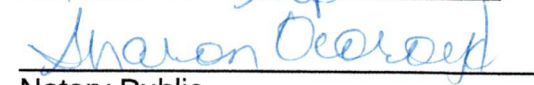
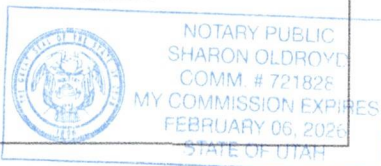
I, Jennifer Spencer, of lawful age, being duly sworn upon oath, deposes and says that I am the Agent of Nebraska City News Press, a publication that is a "legal newspaper" as that phrase is defined for the city of Nebraska City, for the County of Otoe, in the state of Nebraska, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Sep. 13, 2024

Notice ID: gv2wB3cqIV4iRj8PLCtK**Publisher ID:** 2632870**Notice Name:** September Tax Hear and Spc Mtg Notice 2024**PUBLICATION FEE:** \$13.88
Agent

Signed or attested before me on this

16 day of September, A.D. 2024.
Notary Public

NOTICE OF MEETING
OTOE COUNTY SCHOOL DIS-
TRICT 111
IN THE STATE OF NEBRASKA

NOTICE IS HEREBY GIVEN that a **Tax Request Hearing** followed by a **Special Meeting** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at 6:00 o'clock P.M., September 23, 2023 at **Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. The agenda is not final until 24 hours prior to the meeting.

Mark Fritch

Superintendent of Schools

Published in the Nebraska City
News Press on September 13,
2024.

2632870 ZNEZ



NOTICE OF TAX REQUEST HEARING AND SPECIAL MEETING-SEPTEMBER 23, 2024

Carla Zaroban

August 28, 2024

NOTICE IS HEREBY GIVEN that a **Tax Request Hearing** followed by a **Special Meeting** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 o'clock P.M.**, September 23, 2023 at **Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. The agenda is not final until 24 hours prior to the meeting.

Mark Fritch

Nebraska City Public Schools

Board Report - Bill Listing

Sep-24

Vendor Name	Description	Check Total
Checking Account ID	08 Fund Number	08 Building Fund
ARBOR BANK	FINAL PAYMENT CO BUILDING	405,706.09
Fund Number		<u>405,706.09</u>
Checking Account ID	08	<u>405,706.09</u>
Checking Account ID	1 Fund Number	01 General Fund
A-1 LOCKSMITH	KEYS AND LOCKS	384.00
ALBIREO ENERGY LLC	SERVICE CALL	680.00
AMAZON CAPITAL SERVICES	MISC CHARGES	4,151.72
AMERICAN NATIONAL BANK	SEPT LOAN PAYMENT	2,995.50
AMERICAN RECYCLING AND SANITATION	TRASH SERVICE	4,781.27
AMY BECKER	CONTRACTED SERVICES	453.70
APACE	CONTRACTED SERVICES	1,554.68
ARBOR LANES	BOWLING CLUBS	108.00
AUL SPECIAL PAY TRUST	2024 EARLY SEPARATION	105,000.00
BOHL PLUMBING	MAINT REPAIRS	558.00
BOILED SWEETS LLC	DIGITAL PLAY SCRIPTS	640.00
BOYS TOWN PRESS	SEL SUPPLIES	549.50
CAPITAL BUSINESS SYSTEMS	FAX SERVICE	169.88
CAPITAL BUSINESS SYSTEMS	LEASE	5,643.53
CAPITAL ONE	MISC CHARGES	1,097.37
CARD SERVICES	MISC CHARGES	2,384.64
CARLA ZAROBAN	OFFICE SUPPLIES REIMB	210.99
CDW GOVERNMENT, INC.	SERVER AND WIFI UPGRADES	878.73
CIOX HEALTH	MED RECORDS	26.37
COLUMN SOFTWARE PBC	PUBLIC NOTICE	492.81
DAS STATE ACCOUNTING - CENTRAL	DISTANCE LEARNING	292.87
DIETZE MUSIC	INSTRUMENT SUPPLIES	406.20
DOUGLAS TIRE	TIRE REPAIRS	349.64
EGAN SUPPLY CO.	RESURFACE GYM FLOORS & SUPPLIES	17,230.77
ELKHORN SOUTH HIGH	MARCHING FESTIVAL	200.00
ESU #4	CONTRACTED SERVICES	31,008.85
ESU #5	PS SUPPORT	4,346.20
ESU #6	AUTISM WORKSHOPS	110.00
ESU COORDINATING COUNCIL	PS SUPPORT	7,445.00
FACILITY ADVOCATES	HVAC SERVICE CONTRACT	10,107.00
FAREWAY STORES	BOARD SUPPLIES	32.62
FBG SERVICE CORPORATION	CONTRACTED SERVICES	59,502.00

FIRE PROTECTION SERVICES LLC	NS TEMP FIRE PANEL	1,515.00
GRAINGER	MAINT SUPPLIES	55.03
JENNA HENRICHS	MILEAGE REIMB	48.37
JEO CONSULTING GROUP	HW DOORS DESIGN	850.00
JUDY GOERING	CLUB SUPPLIES REIMB	190.72
JW PEPPER & SON, INC	BAND AND VOCAL MUSIC	1,513.17
KSB SCHOOL LAW, PC, LLO	LEGAL SERVICES	624.00
LANDIS ENGINE	LEAF BLOWER	245.65
LANT HARDWARE, INC	MISC MAINT SUPPLIES	851.33
LARSON MOTORS INC.	TIRE REPAIRS	107.00
LIBRARY WORLD, INC.	ANNUAL RENEWAL	2,100.00
LIMINEX	GO GUARDIAN	9,114.24
MATHESON TRI-GAS INC.	WELDING SUPPLIES & BOTTLE RENTAL	929.43
MEAD LUMBER	MS AND HS LUMBER	616.72
MECHANICAL SALES PARTS, INC.	HVAC REPAIRS	165.00
MENARDS SOUTH	MAINT SUPPLIES	141.02
MIDWEST SPECIAL INSTRUMENTS	SERVICE CALL	265.00
MULLENAX AUTO SUPPLY	COOLING TOWER BELTS	335.28
MY CENTRAL SUPPLY	NS COOP SUPPLIES	259.10
NASB ALICAP	ANNUAL INSURANCE	193,616.00
NASB	FALL CONFERENCE	743.00
NCSA	ADMIN DAYS	831.00
NCSPEARSON	SPED SUPPLIES	572.86
NE SAFETY CENTER@UNK	TRANSPORT TRAINING	100.00
NEBR. CITY PUBLIC SCHOOLS FOUNDATION	HOUSE RENT 24-25	3,000.00
NEBRASKA CENTRAL EQ.	SPED BUS REPAIRS	256.71
NEBRASKA CITY TOURISM & COMMERCE	AJ PARADE ENTRY	15.00
NEBRASKA CITY UTILITIES	AUG UTILITIES	46,256.90
NO LIMIT POWER, INC	MOWER REPAIRS/SERVICE	473.19
O'REILLY AUTO PARTS	VEHICLE SUPPLIES	62.18
ONE SOURCE	BACKGROUND CHECKS	290.00
OTOE COUNTY TREASURER	ELECTION FEES	100.00
PALMYRA HIGH SCHOOL	FESTIVAL ENTRY	150.00
PAPER TIGER SHREDDING, INC.	SHREDDING SERVICE	40.00
PAYROLL ACCOUNT-NC PUBLIC SCH	SEPT 2024 PAYROLL	1,264,083.96
PITNEY BOWES GLOBAL FINANCIAL	POSTAGE LEASE	941.10
RENAISSANCE LEARNING, INC.	EDUCLIMBER	8,887.75
SARAH ROBERTS	AUGUST SERVICES	11,391.86
SCHOOL SPECIALTY, LLC	ANNUAL SCHOOL SUPPLIES	3,813.66
TK ELEVATOR CORPORATION	SERVICE CONTRACT	1,874.08
UNITE PRIVATE NETWORKS	NETWORK	7,075.54

UNO SCHOOL OF MUSIC	UNO JAZZ FESTIVAL	250.00
VERIZON WIRELESS	CELL PHONE	710.19
VOYAGER FLEET SYSTEMS	FUEL CHARGES	2,552.54
WESTLAKE ACE HARDWARE	MAINT SUPPLIES	263.42
WEX BANK	FUEL CHARGES	274.74
WHYTRY LLC	MS PATHWAYS	599.00
WILLIAM V. MACGILL & CO.	NURSING SUPPLIES	2,065.60
WINDSTREAM	PHONE	1,095.60
ZANER BLOSER, INC.	HW HANDWRITING WORKBOOKS	1,468.23
ZULTYS INC	PHONE	4,163.95
Fund Number		<u>1,841,735.96</u>
Checking Account ID	1	<u>1,841,735.96</u>
Checking Account ID	2	<u>01 General Fund</u>
BLUE CROSS BLUE SHIELD	SEPT HEALTH AND DENTAL INS	217,998.01
MADISON NATIONAL LIFE	SEPT LIFE INS	1,593.78
VSP, INC	SEPT VISION INS	1,325.87
Fund Number		<u>220,917.66</u>
Checking Account ID	2	<u>220,917.66</u>
Checking Account ID	20	<u>02 Depreciation Fund</u>
FACILITY ADVOCATES	1/2 HW COOLING TOWER	138,220.00
RIVERSIDE CONSTRUCTION INC	HS ROOF LADDER	4,450.00
Fund Number		<u>142,670.00</u>
Checking Account ID	20	<u>142,670.00</u>
Checking Account ID	6	<u>06 Nutrition Services</u>
FIRST CLASS PLUMBING AND HEATING	HW KITCHEN	298.75
GOODWIN TUCKER	MS CONDENSER COIL	2,267.61
J.F. AHERN CO.	KITCHEN INSPECTION	640.00
LANT HARDWARE, INC	MS KITCHEN SUPPLIES	6.99
LUNCHTIME SOLUTIONS, INC.	AUG FOOD SERVICES	64,533.41
MADSEN ELECTRIC	MS FREEZER INSTALL	1,033.48
Fund Number		<u>68,780.24</u>
Checking Account ID	6	<u>68,780.24</u>

Nebraska City Public Schools
September 2024
Summary Financial Report

General Fund

The General Fund finances all facets of services rendered by the school district including payroll, benefits, equipment, supplies, insurance, building occupancy, contracted services, and other daily functions and operations of the district. The tax levy for this fund is restricted to \$1.05 plus qualified exclusions. The approved General Fund levy for 2024-25 .865308

	2024	2023
Balance Forward	1,799,301.33	
Revenue	2,786,087.17	
Expenses	<u>1,841,770.52</u>	
Balance	2,743,617.98	2,771,362.85

Building Fund

The Building Fund is used to acquire or improve sites and/or to erect, alter or improve buildings. The sale of bonds, the sale of property, or tax receipts will be the primary sources of revenue for the Special Building Fund. Regardless of the source of money to be used for building construction and related costs, all income for the purposes of this fund shall be accountable through this fund. The tax levy for this fund falls under the \$1.05 levy limit and is further restricted to \$0.14 with local board approval or \$0.175 following a vote of the people for a term not to exceed ten years. The approved Building Fund levy for 2024-25 .052995

	2024	2023
Balance Forward	279,203.09	
Revenue	142,617.53	
Expenses	<u>405,706.09</u>	
Balance	16,114.53	186,388.38

QCPUF Fund

A Qualified Capital Purpose Undertaking Fund (QCPUF) may be established for the removal of environmental hazards, the reduction or elimination of accessibility barriers in school district buildings, modifications for life safety code violations, life safety hazards, and mold abatement and prevention projects for existing facilities only. General Fund expenditures for the purpose of this fund are not allowable. Effective April 19, 2016, the tax levy for this fund is restricted to \$0.03. The tax levy for QCPUF projects in place prior to April 19, 2016, remains at \$0.052. The levy may exceed the \$0.03 levy limit if the valuation has decreased from the last year bonds were issued and the bond principal and interest obligation cannot be met. Tax levies cannot exceed ten years for each project. The approved QCPUF levy for 2024-25 .020631

	2024	2023
Balance Forward	332,794.66	
Revenue	47,968.88	
Expenses	<u>0.00</u>	
Balance	380,763.54	368,200.28

Depreciation Fund

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

	2024	2023
Balance Forward	3,614,752.08	
Revenue	595.09	
Expenses	<u>142,670.00</u>	
Balance	3,472,677.17	1,990,958.30

School Nutrition Fund

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

	2024	2023
Balance Forward	567,620.24	
Revenue	68,255.57	
Expenses	<u>68,780.24</u>	
Balance	567,095.57	503,456.84

Payroll Account

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

	2024	2023
Balance Forward	39,181.97	
Revenue	1,270,356.95	
Expenses	<u>1,264,083.96</u>	
Balance	45,454.95	41,516.14

Section 125 Account

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

	2024	2023
Balance Forward	31,344.68	
Revenue	5,491.96	
Expenses	<u>2,129.15</u>	
Balance	34,707.49	31,515.36

Meyer Memorial Fund

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

	2024	2023
Balance Forward	229,346.71	
Revenue	11,361.92	
Expenses	<u>11,390.00</u>	
Balance	229,318.63	229,312.08

Bond Fund

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

	2024	2023
Balance Forward	2,447,937.13	
Revenue	342,759.39	
Expenses	<u>0.00</u>	
Balance	2,790,696.52	2,647,251.37

NEBRASKA CITY PUBLIC SCHOOLS 66-0111							24-25	23-24
GENERAL FUND MONTHLY FINANCIAL REPORT			REC'D MONTH	REC'D THRU:	REC'D THRU		% OF BUDGET TO	% OF BUDGET TO
	RECEIPTS:	BUDGETED	SEPTEMBER	9/30/2024	9/30/2023	DIFFERENCE	BE RECEIVED	BE RECEIVED
	LOCAL PROPERTY TAXES	9,815,871.00	2,105,332.59	2,105,332.59	2,224,847.98	(119,515.39)	78.55%	
	CARLINE TAX	10,000.00	177.77	177.77	353.52	(175.75)	98.22%	
	IN LIEU OF TAX, 5% GROSS	5,800.00				0.00	100.00%	
	MOTOR VEHICLE TAX	835,000.00	86,075.46	86,075.46	78,016.04	8,059.42	89.69%	
	PENALTIES AND INTEREST ON TAXES	0.00				0.00		
	TUITION FROM OTHER DISTRICTS-SPED	0.00				0.00		
	LOCAL LICENSE FEES, CITY	3,000.00				0.00	100.00%	
	RENTAL OF SCHOOL FACILITIES	2,000.00	1,400.00	1,400.00		1,400.00	30.00%	
	OTHER LOCAL REVENUE	1,500.00	300.00	300.00		300.00		
	COUNTY FINES & LICENSE FEES	140,000.00	14,398.75	14,398.75	9,812.66	4,586.09	89.72%	
	ESU RECEIPTS					0.00		
	OTHER COUNTY SOURCES	1,200.00				0.00		
	STATE AID	4,686,159.00	468,616.00	468,616.00	460,897.00	7,719.00	90.00%	
	SPECIAL EDUCATION PROGRAM	2,300,000.00				0.00	100.00%	
	SPECIAL EDUCATION TRANSP.	20,000.00				0.00	100.00%	
	HOMESTEAD EXEMPTION	295,000.00				0.00	100.00%	
	RELIEF TO PROPERTY TAXPAYERS	625,000.00				0.00	100.00%	
	PERSONAL PROPERTY TAX CREDIT					0.00		
	RAILROAD CREDIT					0.00		
	HIGH ABILITY LEARNERS	9,000.00				0.00	100.00%	
	RULE 4 TEXTBOOK LOAN					0.00		
	PRO-RATE MOTOR VEHICLE	30,000.00				0.00	100.00%	
	STATE APPORTIONMENT	270,000.00				0.00	100.00%	
	IN LIEU OF SCHOOL LAND TAX					0.00		
2,247.00	STATE EARLY CHILDHOOD	25,000.00	9,541.00	9,541.00		9,541.00	61.84%	
	CTE EXTENSION GRANT	8,551.00				0.00		
	SAFETY AND SECURITY GRANT					0.00		
16,966.47	PROJECT AWARE	200,000.00				0.00	100.00%	
213,466.00	TITLE I	350,000.00				0.00	100.00%	
8,842.00	TITLE II PART A	50,000.00				0.00	100.00%	
82,428.00	IDEA BASE	350,611.00	59,397.00	59,397.00		59,397.00	83.06%	
706.00	IDEA PRESCHOOL BASE		8,379.00			0.00	100.00%	
2,108.00	IDEA NON PUBLIC	41,010.00	17,142.00	17,142.00		17,142.00	58.20%	
	IDEA PRESCHOOL BASE-ARP					0.00		
	IDEA BASE-ARP					0.00		
	IDEA NON PUBLIC -ARP					0.00		
	MEDICAID IN PUBLIC SCHOOLS	35,000.00	21,833.44	21,833.44		21,833.44		
	MAAPS RECEIPTS	40,000.00			8,997.84	(8,997.84)	100.00%	
	HOMELESS GRANT		1,696.00	1,696.00		1,696.00		
	ESSERS II	0.00				0.00		
	ESSERS III				69,185.00	(69,185.00)		
	N-SPDG GRANT					0.00		
26,925.00	TITLE IV, PART B, NCLB 21ST CENTURY	170,000.00				0.00	100.00%	
	SUMMER CLUB EXTENSION (6989)					0.00		
	CLUBS EXTENSION (6988)					0.00		
	LONG TERM LOAN-LOC	0.00				0.00		
	TAX ANTICIPATION NOTES	0.00				0.00		
	SALE OF BONDS					0.00		
	TRANSFERS FROM FUNDS					0.00		
	OTHER NON-REVENUE RECEIPTS					0.00		
	TOTAL WITHOUT INTERCOMPANY RECEIPT	20,328,081.00	2,785,910.01	2,785,910.01	2,852,110.04	(66,200.03)	86.00%	86.03%
	NON PROGRAM RECEIPTS							
353,688.47	GRAND TOTAL	20,328,081.00	2,785,910.01	2,785,910.01	2,852,110.04			

			DISB. MONTH	DISB. THRU:	DISB. THRU:		% OF BUDGET TO	% OF BUDGET TO
	DISBURSEMENTS:	BUDGETED	SEPTEMBER	9/30/2024	9/30/2023	DIFFERENCE	BE SPENT	BE SPENT
1100	INSTRUCTION	6,160,340.00	433,973.19	433,973.19	426,377.39	7,595.80	92.96%	
1150	ELL	407,050.00	33,364.10	33,364.10	30,205.40	3,158.70	91.80%	
1160	POVERTY	2,450,170.00	220,110.87	220,110.87	189,165.84	30,945.03	91.02%	
1190	PRESCHOOL LOCAL FUNDS	313,850.00	24,932.10	24,932.10	18,549.11	6,382.99	92.06%	
1200	SPECIAL EDUCATION	2,836,250.00	216,702.03	216,702.03	219,271.08	(2,569.05)	92.36%	
1300	DRIVER'S ED/SUMMER SCHOOL	20,455.00	1,740.23	1,740.23		1,740.23	91.49%	
2120	GUIDANCE	316,315.00	25,317.64	25,317.64	10,427.05	14,890.59	92.00%	
2130	HEALTH/NURSE	88,675.00	9,419.95	9,419.95	8,455.18	964.77	89.38%	
2140	PSYCHOLOGY	242,900.00	20,741.09	20,741.09	6,285.33	14,455.76	91.46%	
2150	SPEECH/AUDIOLOGY	307,700.00	33,350.80	33,350.80	22,063.44	11,287.36	89.16%	
2160	OCCUPATIONAL THERAPY	400.00				-	100.00%	
2170	PHYSICAL THERAPY	64,200.00	4,780.33	4,780.33	4,230.08	550.25	92.55%	
2180	VISION	600.00				-	100.00%	
2190	OTHER SUPPORT SERVICES	93,000.00	407.04	407.04	263.89	143.15	99.56%	
2212	CURRICULUM DIRECTOR	141,750.00	11,757.30	11,757.30	2,756.17	9,001.13	91.71%	
2214	STANDARDS DIRECTOR	9,500.00			550.00	(550.00)	100.00%	
2220	LIBRARY	193,615.00	13,753.42	13,753.42	16,681.37	(2,927.95)	92.90%	
2290	EARLY RETIREMENT	105,000.00	105,000.00	105,000.00	95,609.20	9,390.80	0.00%	
2310	SCHOOL BOARD	129,000.00	5,852.71	5,852.71	33,445.07	(27,592.36)	95.46%	
2320	SUPERINTENDENT	334,625.00	27,926.94	27,926.94	27,261.64	665.30	91.65%	
2410	PRINCIPALS	1,091,200.00	91,706.52	91,706.52	92,586.97	(880.45)	91.60%	
2510	BUSINESS OFFICE	246,050.00	21,486.43	21,486.43	20,544.40	942.03	91.27%	
2580	TECHNOLOGY	486,400.00	52,858.79	52,858.79	53,879.78	(1,020.99)	89.13%	
2610	PLANT OPERATION	1,143,500.00	317,310.27	317,310.27	221,838.34	95,471.93	72.25%	
2620	MAINTENANCE	1,102,850.00	57,300.59	57,300.59	72,863.98	(15,563.39)	94.80%	
2700	PUPIL TRANSPORTATION	383,925.00	4,753.38	4,753.38	32,146.73	(27,393.35)	98.76%	
3535	HIGH ABILITY LEARNERS	4,670.00	300.88	300.88	421.77	(120.89)	93.56%	
3540	STATE EARLY CHILDHOOD	26,175.00	2,247.69	2,247.69	8,815.91	(6,568.22)	91.41%	
3551	CTE EXTENSTION GRANT	8,551.00						
3552	SAFETY AND SECURITY GRANT	200,000.00	850.00	850.00				
3599	TEXTBOOK LOAN					-		
5000	DEBT SERVICES	40,000.00	2,995.50	2,995.50		2,995.50		
6200	TITLE I	386,415.00	31,933.91	31,933.91	32,458.88	(524.97)	91.74%	
6310	TITLE II PART A	116,650.00	8,842.68	8,842.68	9,985.33	(1,142.65)	92.42%	
6406	IDEA PART B PRESCHOOL	8,562.00	707.07	707.07	6,448.83	(5,741.76)	91.74%	
6408	IDEA BASE/ENROLLMENT/POVERTY	363,000.00	31,069.69	31,069.69	43,301.69	(12,232.00)	91.44%	
6412	NON-PUBLIC SPED	41,010.00	2,109.56	2,109.56	5,997.71	(3,888.15)	94.86%	
6418	PEAK GRANT	0.00	8,887.75	8,887.75		8,887.75		
6421	IDEA BASE-ARP	0.00				-		
6423	IDEA NON PUBLIC -ARP	0.00				-		
6700	PERKINS	0.00				-		
6968	TITLE IV, PART B, NCLB 21ST CENTURY	192,190.00	8,644.82	8,644.82	8,785.25	(140.43)	95.50%	
6988	EXTENDED CLUBS					-		
6989	SUMMER CLUBS					-		
6990	PROJECT AWARE	224,045.00	8,458.09	8,458.09	6,345.63	2,112.46	96.22%	
6994	HOMELESS GRANT							
6996	ESSERS/CARES GRANT	0.00				-		
6997	ESSERS II	0.00				-		
6998	ESSERS III	0.00			43,616.03	(43,616.03)		
	SUBTOTAL	20,280,588.00	1,841,593.36	1,841,593.36	1,771,634.47	69,108.89	91.00%	90.99%
	TRANSFER TO FUND							
	TOTAL DISBURSEMENTS:	20,280,588.00	1,841,593.36	1,841,593.36	1,771,634.47			

	Balance on hand District Treasury 8-31-24	1,862,626.63						
	Receipts through: 8-31-2025	2,785,910.01						
	TOTAL BALANCE & RECEIPTS	4,648,536.64						
	Outstanding warrants 8-31-2024	63,325.30						
	Warrants issued through: 8-31-2025	1,841,593.36						
	TOTAL WARRANTS	1,904,918.66						
	BALANCE	2,743,617.98						
	Balance in District Treasury	2,995,267.15 *						
	Outstanding warrants	251,649.17						
	BALANCE	2,743,617.98						

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2024 - 09/2024

User ID: WIECBREN

Regular; Beginning Month 09/2024; Processing Month 09/2024; Accounts to Include Accounts with Activity; Fund
Balance Account 132 Records Selected; Fund Number 05

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0001	VARSITY FOOTBALL BALANCE	(700.00)	12,554.80	4,156.10	0.00	(9,098.70)
05 704 0002	9TH FOOTBALL BALANCE	85.00	4,160.59	790.00	0.00	(3,285.59)
05 704 0003	7-8 FOOTBALL BALANCE	0.00	3,581.92	625.00	0.00	(2,956.92)
05 704 0004	VARSITY BBB BALANCE	0.00	3,375.00	0.00	0.00	(3,375.00)
05 704 0009	NC INVITATIONAL TRACK BALANCE	4,698.31	0.00	0.00	0.00	4,698.31
05 704 0010	TRAVELING GIRLS BB BALANCE	3,775.89	0.00	0.00	0.00	3,775.89
05 704 0012	VARSITY WRESTLING BALANCE	32.30	0.00	0.00	0.00	32.30
05 704 0014	CROSS COUNTRY BALANCE	(66.95)	490.00	0.00	0.00	(556.95)
05 704 0015	VARSITY GIRLS TRACK BALANCE	192.30	0.00	0.00	0.00	192.30
05 704 0016	VARSITY GBB BALANCE	0.00	3,375.00	0.00	0.00	(3,375.00)
05 704 0018	VARSITY VOLLEYBALL BALANCE	(499.96)	1,460.00	2,825.38	0.00	865.42
05 704 0019	9TH VOLLEYBALL BALANCE	0.00	125.67	0.00	0.00	(125.67)
05 704 0020	7-8 VOLLEYBALL BALANCE	52.00	360.00	1,098.00	0.00	790.00
05 704 0021	BOYS TENNIS BALANCE	0.00	190.50	150.00	0.00	(40.50)
05 704 0022	GIRLS TENNIS BALANCE	0.00	90.50	0.00	0.00	(90.50)
05 704 0023	UNIFIED ACTIVITIES	1,281.03	0.00	0.00	0.00	1,281.03
05 704 0025	FFA BALANCE	12,015.23	54.00	595.23	0.00	12,556.46
05 704 0026	FCCLA BALANCE	850.60	0.00	1,795.00	0.00	2,645.60
05 704 0027	PIONNER YOUTH BOYS BASKETBALL BALANCE	3,206.24	0.00	0.00	0.00	3,206.24
05 704 0028	NS BOOK FUND BALANCE	(3,440.93)	0.00	0.00	0.00	(3,440.93)
05 704 0029	SINGERS BALANCE	732.47	0.00	0.00	0.00	732.47
05 704 0030	MUSICAL BALANCE	9,283.20	0.00	0.00	0.00	9,283.20
05 704 0031	DECA BALANCE	167.16	0.00	0.00	0.00	167.16
05 704 0032	MS CONCESSIONS BALANCE	2,580.13	1,440.41	887.80	0.00	2,027.52
05 704 0033	FBLA BALANCE	6,494.21	0.00	215.00	0.00	6,709.21
05 704 0034	HS POP MONEY BALANCE	14.16	0.00	0.00	0.00	14.16
05 704 0035	MS POP BALANCE	3,076.07	0.00	100.00	0.00	3,176.07
05 704 0036	HS BAND RESALE BALANCE	(581.19)	0.00	60.00	0.00	(521.19)
05 704 0037	MS BAND RESALE BALANCE	3,242.30	0.00	100.00	0.00	3,342.30
05 704 0038	MS WRESTLING CLUB BALANCE	3,206.91	0.00	0.00	0.00	3,206.91
05 704 0039	PIONEER FOOTBALL BALANCE	7,561.14	6,000.00	1,710.65	0.00	3,271.79
05 704 0040	WEIGHTLIFTING BALANCE	201.95	0.00	0.00	0.00	201.95
05 704 0041	MS TRACK CLUB BALANCE	483.77	0.00	0.00	0.00	483.77
05 704 0042	CHILDRENS CHOIR BALANCE	275.71	0.00	0.00	0.00	275.71
05 704 0043	HW BOOK FUND BALANCE	1,522.61	0.00	0.00	0.00	1,522.61
05 704 0044	WRESTLING MATMAIDS BALANCE	322.14	0.00	0.00	0.00	322.14

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2024 - 09/2024

Regular; Beginning Month 09/2024; Processing Month 09/2024; Accounts to Include Accounts with Activity; Fund
Balance Account 132 Records Selected; Fund Number 05

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0045	CHEERLEADERS BALANCE	5,879.38	5,276.35	4,225.50	0.00	4,828.53
05 704 0046	CLASS OF 2023 BALANCE	957.95	0.00	0.00	0.00	957.95
05 704 0048	SPEECH CONTEST BALANCE	2,237.05	0.00	0.00	0.00	2,237.05
05 704 0049	DRAMA ACTIVITY BALANCE	2,667.35	0.00	0.00	0.00	2,667.35
05 704 0050	MS STUDENT COUNCIL BALANCE	9,898.47	36.97	0.00	0.00	9,861.50
05 704 0051	HS STUDENT COUNCIL BALANCE	2,429.08	173.14	0.00	0.00	2,255.94
05 704 0052	JOURNALISM BALANCE	10,280.43	0.00	265.00	0.00	10,545.43
05 704 0053	BIG MAC MATH BALANCE	3,378.08	2,782.73	0.00	0.00	595.35
05 704 0054	ART CLUB BALANCE	1,545.81	0.00	0.00	0.00	1,545.81
05 704 0055	CONSTRUCTION CLASS BALANCE	2.91	0.00	0.00	0.00	2.91
05 704 0056	NATIONAL HONOR SOCIETY BALANCE	(387.05)	0.00	0.00	0.00	(387.05)
05 704 0057	DISTRICT ACTIVITY FUND BALANCE	14,980.17	6,292.84	1,965.00	0.00	10,652.33
05 704 0058	HS BAND ACTIVITY BALANCE	1,088.18	0.00	0.00	0.00	1,088.18
05 704 0059	6TH GRADE BAND BALANCE	(985.68)	0.00	0.00	0.00	(985.68)
05 704 0060	HS BOOK SALES BALANCE	4,330.27	0.00	0.00	0.00	4,330.27
05 704 0061	HS SCIENCE GRANT BALANCE	2.02	0.00	0.00	0.00	2.02
05 704 0064	HS SCIENCE CLUB BALANCE	477.20	0.00	160.00	0.00	637.20
05 704 0065	HS COLOR GUARD BALANCE	(1,717.58)	0.00	130.00	0.00	(1,587.58)
05 704 0066	HS METALS BALANCE	104.82	0.00	0.00	0.00	104.82
05 704 0067	MS HOME EC. LAB BALANCE	50.03	0.00	0.00	0.00	50.03
05 704 0068	HS CONCESSIONS BALANCE	15,185.07	6,011.90	7,102.31	0.00	16,275.48
05 704 0069	PRECORDERS BALANCE	182.20	0.00	473.00	0.00	655.20
05 704 0070	VARSITY CLUB BALANCE	18,791.12	0.00	8,120.00	0.00	26,911.12
05 704 0071	WELLNESS BALANCE	6,483.43	0.00	0.00	0.00	6,483.43
05 704 0072	DRIVER EDUCATION BALANCE	12,119.78	0.00	0.00	0.00	12,119.78
05 704 0073	MS SHOP ACTIVITY BALANCE	1,513.46	0.00	0.00	0.00	1,513.46
05 704 0077	HS GOLF FUNDRAISING	500.00	0.00	121.25	0.00	621.25
05 704 0078	HS WRESTLING FUNDRAISER	426.12	0.00	0.00	0.00	426.12
05 704 0079	HORTICULTURE BALANCE	603.27	0.00	0.00	0.00	603.27
05 704 0082	NC DRUG FEE BALANCE	183.32	0.00	0.00	0.00	183.32
05 704 0085	HW PURPLE JAM BALANCE	500.32	0.00	0.00	0.00	500.32
05 704 0086	SUMMER SB LEAGUE BALANCE	(16.75)	0.00	0.00	0.00	(16.75)
05 704 0087	HAYWARD FUNDRAISER BALANCE	3,373.52	51.45	0.00	0.00	3,322.07
05 704 0088	MS BOOK SALES BALANCE	(2,098.71)	0.00	0.00	0.00	(2,098.71)
05 704 0090	VOLLEYBALL CLUB BALANCE	4,648.64	0.00	0.00	0.00	4,648.64
05 704 0091	GIRLS SOCCER CLUB BALANCE	1,823.95	0.00	0.00	0.00	1,823.95

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2024 - 09/2024

Regular; Beginning Month 09/2024; Processing Month 09/2024; Accounts to Include Accounts with Activity; Fund
Balance Account 132 Records Selected; Fund Number 05

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0092	CLASS OF 2024 BALANCE	309.28	0.00	0.00	0.00	309.28
05 704 0094	HS SHOP RESALE BALANCE	62.77	0.00	0.00	0.00	62.77
05 704 0095	HS ENGLISH BALANCE	291.86	0.00	0.00	0.00	291.86
05 704 0096	PIONEER PERKS BALANCE	585.13	0.00	0.00	0.00	585.13
05 704 0097	NS FUNDRAISER BALANCE	860.23	0.00	775.21	0.00	1,635.44
05 704 0098	BBB SUMMER LEAGUE BALANCE	4,650.36	0.00	0.00	0.00	4,650.36
05 704 0099	DISTRICT WELLNESS BALANCE	3,824.97	0.00	0.00	0.00	3,824.97
05 704 0100	HW DARE BALANCE	79.52	0.00	0.00	0.00	79.52
05 704 0101	PIONEER CROSS COUNTRY BALANCE	831.98	0.00	0.00	0.00	831.98
05 704 0103	DISTRICT II MUSIC CONTEST BALANCE	(161.46)	0.00	203.00	0.00	41.54
05 704 0104	HS SCIENCE SCHOLARSHIP BALANCE	351.51	0.00	0.00	0.00	351.51
05 704 0105	B&G SOCCER BALANCE	0.00	3,375.00	0.00	0.00	(3,375.00)
05 704 0106	BOYS TENNIS CLUB BALANCE	(219.34)	0.00	0.00	0.00	(219.34)
05 704 0107	GIRLS GOLF BALANCE	(265.00)	540.00	720.00	0.00	(85.00)
05 704 0108	EXPRESSIONS BALANCE	3,955.80	0.00	785.00	0.00	4,740.80
05 704 0109	FB JERSEYS BALANCE	60.83	0.00	0.00	0.00	60.83
05 704 0110	MS VOCAL BALANCE	190.00	0.00	0.00	0.00	190.00
05 704 0111	HS SPED BALANCE	1,089.87	0.00	0.00	0.00	1,089.87
05 704 0112	SUMMER GBB BALANCE	1,241.78	0.00	0.00	0.00	1,241.78
05 704 0115	GIRLS TENNIS CLUB BALANCE	(1,246.21)	0.00	0.00	0.00	(1,246.21)
05 704 0116	STUDENT FEE DONATION BALANCE	707.00	0.00	0.00	0.00	707.00
05 704 0117	BOYS SOCCER CLUB BALANCE	2,636.04	0.00	0.00	0.00	2,636.04
05 704 0118	Girls Wrestling Club Balance	2,536.21	0.00	0.00	0.00	2,536.21
05 704 0119	WASHINGTON TRIP BALANCE	789.49	0.00	0.00	0.00	789.49
05 704 0121	CLASS OF 2026 BALANCE	692.38	0.00	0.00	0.00	692.38
05 704 0123	SOFTBALL BALANCE	(575.00)	4,412.65	2,143.01	0.00	(2,844.64)
05 704 0124	CD/INTEREST BALANCE	(10,958.14)	0.00	428.11	0.00	(10,530.03)
05 704 0126	MUSIC TRIP BALANCE	1,247.70	0.00	0.00	0.00	1,247.70
05 704 0127	HAL BALANCE	370.46	0.00	0.00	0.00	370.46
05 704 0128	BASEBALL CLUB BALANCE	849.55	0.00	0.00	0.00	849.55
05 704 0129	CAREER & HUMAN DEVELOPMENT BALANCE	2.00	0.00	0.00	0.00	2.00
05 704 0130	HS SOUND SYSTEM BALANCE	846.25	0.00	0.00	0.00	846.25
05 704 0131	SUMMER SCHOOL BALANCE	7,240.32	0.00	0.00	0.00	7,240.32
05 704 0132	HS ART FEES BALANCE	5,010.07	0.00	80.00	0.00	5,090.07
05 704 0133	HS SPANISH FEES BALANCE	274.72	0.00	0.00	0.00	274.72
05 704 0134	MS FCS BALANCE	796.47	0.00	0.00	0.00	796.47

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2024 - 09/2024

Regular; Beginning Month 09/2024; Processing Month 09/2024; Accounts to Include Accounts with Activity; Fund
Balance Account 132 Records Selected; Fund Number 05

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0135	MS ART FEES BALANCE	3,171.17	652.87	0.00	0.00	2,518.30
05 704 0136	MS IT FEES BALANCE	5,218.82	0.00	0.00	0.00	5,218.82
05 704 0137	HS FOOD FEES BALANCE	2,121.82	0.00	40.00	0.00	2,161.82
05 704 0138	COLLEGE TUITION FEES BALANCE	735.17	0.00	0.00	0.00	735.17
05 704 0139	CONSUMER MATH SCHOLARSHIP BALANCE	1,654.00	0.00	0.00	0.00	1,654.00
05 704 0140	Education Quest	11,000.76	0.00	0.00	0.00	11,000.76
05 704 0141	CO BALANCE	25,040.79	0.00	500.00	0.00	25,540.79
05 704 0144	PIONEER PETE BALANCE	2,966.52	0.00	0.00	0.00	2,966.52
05 704 0145	HS TRACK CLUB BALANCE	509.28	0.00	0.00	0.00	509.28
05 704 0148	NAT'L JR. HONOR SOCIETY BALANCE	1,546.64	0.00	248.44	0.00	1,795.08
05 704 0150	MS VOLLEYBALL CLUB BALANCE	569.53	0.00	0.00	0.00	569.53
05 704 0152	ACTIVITY ADMIN. BALANCE	5,695.31	0.00	0.00	0.00	5,695.31
05 704 0153	ROBOTICS BALANCE	(3.64)	0.00	0.00	0.00	(3.64)
05 704 0155	MS ROBOTICS BALANCE	2,341.80	0.00	0.00	0.00	2,341.80
05 704 0157	TECHNOLOGY BALANCE	41,976.03	752.15	2,530.00	0.00	43,753.88
05 704 0158	MS LIFE SKILLS BALANCE	3,164.43	0.00	0.00	0.00	3,164.43
05 704 0159	CA CONSTRUCTION BALANCE	6,834.95	0.00	0.00	0.00	6,834.95
05 704 0160	CLASS OF 2025 BALANCE	(147.89)	0.00	0.00	0.00	(147.89)
05 704 0161	CA WELDING BALANCE	413.61	0.00	0.00	0.00	413.61
05 704 0162	CA-INFORMATION TECHNOLOGY BALANCE	600.59	0.00	0.00	0.00	600.59
05 704 0163	YOUTH TENNIS CLUB BALANCE	843.30	96.00	0.00	0.00	747.30
05 704 0164	JAG BALANCE	431.61	0.00	0.00	0.00	431.61
05 704 0165	ESPORTS BALANCE	909.59	179.96	0.00	0.00	729.63
05 704 0166	TURF AND DIRT BALANCE	1,250.00	0.00	1,100.00	0.00	2,350.00
Fund Total: 05		329,305.02	67,892.40	47,222.99	0.00	308,635.61

[illegible]

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

		10/1/2024	Board Meeting Mileage Sheet								
DATE											
PURCHASED	YEAR	TRADE NAME	STYLE	NUMBER	BODY TYPE	CAPACITY	VEHICLE ID#	CYLINDERS	COST	LICENSE #	MILEAGE
11/19/2007	2007	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31L27DA62220	8	19549	53028	201711
1/4/2008	2007	CHEVY	VAN	TAN	ES UPLANDER	7	GNDV23107D159355	6	15570	51495	181863
6/26/2018	2013	FORD	PICKUP	RED	F150	5	1FTFW1EF1DKF26059	8	21000	58436	143490
7/20/2009	2008	CHEVY	VAN	WHITE	UPLANDER LS	7	GNDV23118D104608	6	15926	55997	169746
7/22/2009	2008	CHEVY	VAN	RED	UPLANDER LS	7	GNDV23128D130117	6	15926	51678	194609
8/17/2009	2001	CHEVY	VAN	WHITE	EXPRESS	2	1GCHG35R111152386	6	9014	51494	112922
9/23/2009	2009	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31LX9DA54328	6	22249	53021	90653
11/16/2012	2011	DODGE VAN	VAN	SILVER	GRAND CARAVAN	5	2D4RN3DG9BR628362	6	17500	56540	178120
12/17/2021	2016	CHEVY	SPED BUS	YELLOW	MICRO BIRD	13	1GB3G3BG5F1127886	8		60892	79934
4/25/2022	2014	DODGE VAN	VAN	NAVY	GRAND CARAVAN	6	2C4RDGBG4ER353286	6		60384	95443
6/2022	2019	DODGE VAN (SPED)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGBG6HR735999	6		60884	40902
5/2022	2013	CHEVY VAN	VAN	WHITE	EXPRESS	10	1GAWGPFA7D1176079	6		60382	37278
12/2022	2019	DODGE VAN (Activity)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGEG1KR739509	6		60890	85536
11/1/2023	2021	NISSAN VAN	VAN	SILVER		10	5BZAF0AA8MN850607	6		60902	65377
11/2023	2023	CHEVY	TRUCK	WHITE	2500 HD	3	1GC0YLE70PF209343	8		60898	14331
12/2023	2023	FORD	VAN	WHITE	TRANSIT	10	1FBAX2C89PKB95953	8		62998	4977
7/2024	2023	FORD	SUV	BLACK	EXPEDITION	6		8		68001	1212
7/2024	2019	DODGE VAN	VAN	DARK GRAY	GRAND CARAVAN	6		6		56539	69223

**NCPS Board of Education Report
Northside Elementary
October 14, 2023**

Strategies for 1 - High-Quality Instruction and Learning Expectations; Programs, Experiences, and Approaches

- Teachers have strategically worked to implement interventions during RTI time utilizing special education, title, EL, and title teachers, and are focusing on reading.
- During our October 7 professional development day, teachers worked to analyze data to set goals and create goals for the students they are working with in interventions. We analyzed MAP growth, MAP fluency, and the fastbridge screeners.

Strategies for 2 - Culture, Connectedness, and Personnel Effectiveness; Expectations, Development, and Excellence

- We added weekly drawings for tickets to support our PBIS system. Students get to pick a prize if their ticket is drawn.



- Teachers have been nominating students for a “positive office referral” for going above and beyond in being safe, respectful, and responsible.



Strategies for 3 - Whole Child Focused Learning; Curriculum, Instruction, Programs, Experience, and Approaches

- October is Fire Prevention awareness time and on Oct. 8th the Northside students had the opportunity to learn about the role of our fire department. Neb City Fire volunteers visited with students, let them climb on the fire trucks, and sent each student with a fire safety kit.

Strategies for 4 - Communication and Stakeholder Engagement; Communication, Engagement, and Transparency

- School pictures for Northside students were held October 10.
- Book besties met with our students October 8 to read each class a book and give each student a copy of a book.



- Nebraska City Police, Fire, and Rescue joined our September Purple apples for a pizza party. Pizza Hut graciously donated the pizza for our Purple and Green apples. (Thank you Mrs Lee for setting it up!)



- PTO reimbursed our PBIS program to purchase door hangers for each student of the month. Families get to display that their student was a

purple apple for the month, then send it back for the next month's students. (Thank you Mrs Lee spearheading this project!)

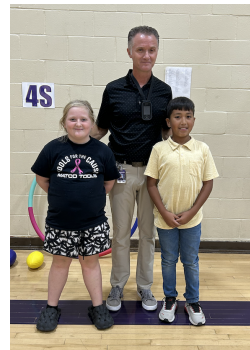


Strategies for 5 - District Resources; Budget, Facilities, and Staffing

- Jenny and the maintenance crew worked to re-build the retaining wall on the north side of the building that had collapsed this summer. They also built a structure to protect the pvc pipes in the newly installed sinks by the 1st grade hallway.

Hayward Board Report

Oct. 14, 2024

Guiding Principle 1	High Quality Instruction and Learning Expectations
	- Math Walk-throughs on Oct. 10 at NS & HW Oct. 7th Teacher Inservice - Teacher Leader Updates - Rtl, PETE, EL, Title, Counselor & PBIS 5 to 1 Positive vs Corrective - FastBridge Training (Reading Assessments)
Guiding Principle 2	Culture, Connectedness, and Personnel Effectiveness; Expectations, Development, and Excellence
	- PJ was on 10-2-24 - HW Heroes- Jessya Smalley & Jairo Loarca - Determination is our Col. Character focus for October - Playground Expectations is our behavior focus 
Guiding Principle 3	Whole Child Focused Learning; Curriculum, Instruction, Programs, Experience, and Approaches
	129 Students received the Sept. Monthly Perfect Attendance Award 3 Students won the \$25 Family Gift Card - Misaías Loarca-Flores, Victor Rojas Castor & Kimberly Hernandez - Third Grade visiting Fire Department & Museum
Guiding Principle 4	Communication and Stakeholder Engagement; Communication, Engagement, and Transparency
Guiding Principle 5	District Resources; Budget, Facilities, and Staffing

	August ○ 3rd= 106 ○ 4th= 110 ○ 5th= 114 Total= 330	Oct. 3rd= 106 4th= 110 5th= 113 Total= 329
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NCPS Board of Education Report

Nebraska City Middle School

October 14th, 2024

Strategies for 1 - High-Quality Instruction and Learning Expectations; Programs, Experiences, and Approaches

- MS Staff attended 2 separate trainings in the month of September.
 - Mr. Meredith, Mrs. Ward, and Mr. Pellatz attended SPED Strategies in Milford at ESU6 on Friday, September 13th. The workshop focused on best practices and how to create a more inclusive environment for all students.
 - Mrs. Schnitzer and Mr. Pellatz attended Nebraska MTSS in Kearney on Thursday, September 26th. They saw Keynote Speaker Ali Hearn and attended sessions throughout the day on other topics involving EL, SPED, behaviors, and school safety.

Strategies for 2 - Culture, Connectedness, and Personnel Effectiveness; Expectations, Development, and Excellence

- On October 4th, the NCMS staff conducted professional development around our student experience. Staff were able to review and receive updates on the discipline process, house system, and GoGuardian. Staff took this time to identify and review students for our On-Track program. The staff appreciated the time to work in teams and be able to review data to help our students.

Strategies for 3 - Whole Child Focused Learning; Curriculum, Instruction, Programs, Experience, and Approaches

- On Friday, September 27th, the MS conducted its House Meetings/Pep Rally after the Homecoming Parade. Houses competed in three events and recognized the Football, Volleyball, and Cross Country Teams. High School Students from Football, Volleyball, Tennis, Cross Country, Softball, Golf, and Cheer attended to participate with the MS students and encourage participation in HS.
- 8th Graders attended the annual SAIL Conference in Syracuse on Wednesday, October 2nd. Students heard from guest speaker Kevin Kush and attended sessions about college, team building, digital citizenship, and the military.

Strategies for 4 - Communication and Stakeholder Engagement; Communication, Engagement, and Transparency

- On Wednesday, September 18th, and Thursday, September 19th, Nebraska City Middle School hosted Parent/Teacher Conferences. Families who signed up for a slot attended at a 94% rate but overall in-person attendance was 46% of the Middle School families.
- The Middle School accepted a donation of various supplies for our Pioneer Pantry from the Nebraska City branch of H & R Block. The tax experts had collected money over the last year and used it to purchase personal items that MS students are in need of.



Strategies for 5 - District Resources: Budget, Facilities, and Staffing

- Current Enrollment (October 14th, 2024):
 - 6th Grade: 86 Students
 - 7th Grade: 92 Students
 - 8th Grade: 94 Students
 - Total Enrollment: 273 Students (-1 from August 2024 Enrollment)

NCPS Board of Education Report

High School

October 14th, 2024

Strategies for 1 - High Quality Instruction and Learning Expectations; Programs, Experiences, and Approaches

- Jr./Sr. Advisors continue to meet with Freshmen on a regular basis to advise in academic and social matters. As a result, the Homecoming week was a great success!
- NCHS Jobs for America's Graduates (JAG) has recently elected its officers:

President: Dylan Cooper

Vice President: JJ Martinez

Secretary: Grayson Flash

The elected officers will attend a Leadership Conference at Creighton University in late October. Congratulations to Dylan, JJ, and Grayson!



Strategies for 2 - Culture, Connectedness, and Personnel Effectiveness; Expectations, Development, and Excellence

- All teachers now have Daily Purpose created and posted. Daily Purpose (what do you want your classroom to be known for?) are the foundation for all communication, decision making, and teaching when administration is discussing any issue with staff. Teachers will have the opportunity to adjust their Daily Purpose at quarter to best suit students.
- On Wednesday, October 2nd, NCHS freshmen had the opportunity to participate in a Respect Retreat from Youth



Frontiers, brought to us by United Against Violence. Students participated in a number of fun activities to increase their awareness of what respect for themselves and others should look and feel like.

- Homecoming week was a great success! Thank you to all who made it a possibility.

Strategies for 3 - Whole Child Focused Learning; Curriculum, Instruction, Programs, Experience, and Approaches

- Professional Development day was extremely productive! The morning has consisted of four parts:
 - Leadership team met to prepare for breakout sessions. We adjusted protocol for continuing to administer Student Engagement surveys and best practices for getting results.
 - Whole staff time - Procedures for Department time and Grade Level Team time were put in place and we practiced conversations.
 - Grade Level time was extremely useful for grade level teachers to discuss specific students, their current, academic standing, and best strategies to support or referral to the Student Assistance Team process. Each grade level discussed specific individuals who were identified by current grades and attendance.
 - Department time was an opportunity for curriculum departments to discuss academic goals and make adjustments if necessary.

Strategies for 4 - Communication and Stakeholder Engagement; Communication, Engagement, and Transparency

- Congratulations Ms. Borrego and Ms. Harger! Both were awarded the Rotary Youth Leadership Award! The Nebraska City Rotary Club will sponsor these young ladies to attend the weekend leadership retreat on October 11-13th at Camp Sonshine-Solaris. Well done!
- Thank you Rotary Donette Hoyle, the president of United Way of Nebraska City, recently visited Jobs for America's Graduates (JAG) classes to share information about the organization and the volunteering opportunities available to students in their community. During the visit, she discussed various programs that UW in Nebraska City supports, such as Growing Great Kids, the Red Cross



summer swim program, and the backpack program, among others. Mrs. Hoyle also talked about job shadowing opportunities at CHI and highlighted internships available through the hospital.



Strategies for 5 - District **Resources; Budget, Facilities, and** **Staffing**

- High School will host the Student Council Safe Trick or Treat night on October 31st, 2024

NCPS Board of Education Report
Middle School Activities
October 10th, 2024
Prepared by Dave Purdham, NCMS AD

Strategies for 1 - High Quality Instruction and Learning Expectations:
Programs, Experiences, and Approaches

- MS Band!
 - 8th grade band at Apple Jack Parade! 2nd place finish!



- 7th and 8th grade band joined the HS band for halftime on Homecoming Friday! The kids get to perform on the field in front of a huge crowd, and then get a front row seat to the HS field show. The middle school students handled themselves really well and talking non-stop about the impressive

HS show! This is a great retention event for our program.



Strategies for 2 - Culture, Connectedness, and Personnel Effectiveness; Expectations, Development, and Excellence

- Homecoming week was Monday, September 23-Friday, September 27th.
 - The NCMS Spirit days were:
 - Monday: Huskers v. Hawkeyes (husker gear v. iowa gear)
 - Tuesday: Teachers v. Students (teachers dress like students and students dress like teachers)
 - Wednesday: White Lie (wear something that is a blatant lie...like I'm going to wear a t-shirt that says I hate cats)- Lacey's lol
 - Thursday: Dynamic Duo Day
 - Friday: Spirit Day
- There were many activities and events planned throughout the week and many memories were made as well as school spirit! The following events and photos were from the homecoming week and its activities! Go Pioneers!
- The Parade



- MS Football 2024

- MS Volleyball Float 2024



- MS House Meeting and Homecoming Pep Rally 2024





- Homecoming House/Pep Rally

Strategies for 3 - Whole Child Focused Learning: Curriculum, Instruction, Programs, Experience, and Approaches

- Fall Activities
 - Volleyball
 - Middle School Volleyball season is going well! We have been supporting the district's goals of strength training during practice! Pictured here is a

"C" team huddle taken at our match against Malcolm.



- This is our NCMS volleyball team. We have lots of girls and have changed our practice routine to give players more reps, strength training, and more small group coaching situations. Players are rotating through a weight room work out, and offense station and a defense station, in three smaller groups of 10-15 players.
- We have also added an extra 25 minutes of practice time for our top 15 players. This gives us a chance to practice more advanced skills and push these girls a little more.



- Football
 - The Junior Pioneer Football team has had 5 games so far this season. They are working on being competitive in each game and working through some difficult games. Although the score has not gone our way in the events, the football team is making adjustments and continuing to compete. The Pioneer football team finishes up the season next week at home against Wahoo Middle School. A game is at 4:30 and B game to follow.
- Cross Country
 - The MS cross country runners finish up their season this Thursday at the conference cross country meet. They have been working hard and times are really improving, and they are having fun. Averi L'Heureux has medaled at two different races this year so far. Avah Banks placed 8th in the MS Trailblazer conference with a time of 13:27. Averi L'Heureux placed 13th overall with a time of 14:08.

- **From Mr. Case: Fishing club** is going well, it's been great weather. I've personally been loving the reactions of students who have never caught a fish before in their life; it's that kind of stuff that keeps me willingly doing these activities.
- **Swimming/Fitness club** is a small group this quarter, but have enjoyed that opportunity to go swimming with friends after school.
- **Quiz Bowl** - Lots of participation, some 8th graders stated they have been excited for it to finally start. I believe the group will continue to grow all year. Looking forward to some of our competitions.



Strategies for 4 - Communication and Stakeholder Engagement; **Communication, Engagement, and Transparency**

Strategies for 5 - District Resources; Budget, Facilities, and Staffing

NCPS Board of Education Report

High School Activities

October, 2024

Strategies for 1 - High Quality Instruction and Learning Expectations; Programs, Experiences, and Approaches

-

Strategies for 2 - Culture, Connectedness, and Personnel Effectiveness; Expectations, Development, and Excellence

- Quiz Bowl - We have had 4 practices and have more members than last year. We are practicing with the buzzers and familiarizing ourselves with the types of questions asked. We will begin competitions in the Spring.
- E-Sports - We are in our 4th week of competitions. We are currently competing at Super Smash Bros and Chess for the fall season. Spring season will begin in January and new games will be available.
- National Honor Society is currently working on notifying juniors and seniors that are academically eligible to apply for NHS membership. The fall initiation ceremony will be November 25th in the auditorium for students who meet the selection criteria after a group of teachers reviews the applications that get submitted.
- Cross country had a great meet on Friday at Syracuse led by Jonathan Rico Avalos finishing 13th in a tough boys field. All 17 HS runners that competed Friday set season best times, the average time drop was one minute and 14 seconds. We are looking forward to continuing to drop times at the conference meet which is this Thursday at Branched Oak Lake.
- FFA is getting ready to head to National FFA Convention. Fruit sales start November 1st. We have competed in Area Range and Land Evaluation.
- Softball hosted Sub Districts on Monday and beat DRHS and Plattsmouth to take the championship. Softball is now getting ready to host Districts against Gretna East on

Friday. This will be a best out of three series. Game times will be at 12PM, 2PM, and 4PM if necessary.

- FCCLA is up to 63 members this year. 25 of those members attended the Fall Leadership Workshop on September 25th at UNL. While at the conference, members were able to tour the UNL campus, learn about FCCLA, and work on leadership skills. Our next conference is November 8 at Peru State College.
- The Varsity football team has had a difficult September and beginning of October. The team battled Falls City in the 2024 Homecoming game and came up short 22-14 in the opening game of the C1-1 district schedule. The Pioneer football team traveled to Syracuse on October 4 in and put some points on the board but weren't able to slow down the Rocket's double-wing offense, losing 56-14. The Pioneer football team is currently 0-6 and have 3 games remaining: October 11 Senior Night vs. Wilber-Clatonia, October 18 @ Fairbury, and October 25 @ Auburn.

The Junior Varsity football team had a 29-0 win over Beatrice and 14-7 win over Platteview in two Trailblazer conference games. The junior varsity team lost to Plattsmouth 20-46. The JV Pioneer football team is currently 2-2 with two games to go: October 14 vs. Falls City and October 21 @ Shenandoah, IA.



- The choirs are busy getting ready for their first concert on Monday October 28th at the high school. Expressions has been working with a choreographer to prepare for their first competition on October 24th at Peru State College.
- The girls golf team is wrapping up the season on a high note. We were Conference Runner-Up last week at Platteview Golf Club. This week the team finished 4th at Districts shooting their best score of the season. Individually Isabelle Johnson was the District champion, she will compete at the state meet on Monday and Tuesday October 14th and 15th.



- Tennis has had a big week. We tied for first place at the Beatrice Invitational and followed that up with a Trailblazer Conference Championship.

We still have all 16 players from the start of the season. That's a big deal.. We will be headed to State next week with high expectations.

Strategies for 3 - Whole Child Focused Learning; Curriculum, Instruction, Programs, Experience, and Approaches

-
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Strategies for 4 - Communication and Stakeholder Engagement; Communication, Engagement, and Transparency

Strategies for 5 - District Resources; Budget, Facilities, and Staffing

-

**2024 STATE EDUCATION CONFERENCE
NOVEMBER 20-22
CHI HEALTH CENTER - DOWNTOWN OMAHA**

all systems go



**Co-Sponsored by the Nebraska Association of School Boards
and the Nebraska Association of School Administrators**



2 Registration & Reservations

REGISTRATION FOR THE 2024
STATE EDUCATION CONFERENCE WILL OPEN
WEDNESDAY, SEPTEMBER 11, 2024

To register, go to www.NASBOnline.org

Log in using your email and password, and
click the 'Events' tab to register.

Registration fees for the conference are as follows:
REGISTRATION SEPTEMBER 11 - NOVEMBER 8
PRE-CONFERENCE REGISTRATION
CANCELLATION FEE (PRIOR TO 11/8)
(No refunds after the registration deadline)

\$325	LATE-REGISTRATION NOVEMBER 9 - ON-SITE	\$375
\$100	BOARD MEMBER ELECT	\$175
\$150	NON-MEMBER	\$750
(Substitutions are done at no charge)		



Hotel Reservations

TO RESERVE ACCOMMODATIONS AT THE CONFERENCE
HOTELS YOU MUST FIRST REGISTER FOR THE CONFERENCE AS
DESCRIBED ABOVE.

To qualify for a room, you must first register for the Conference.

Once your conference registration is complete, you will receive
an email with your NASB Registration code and a Conference
Hotel reservation link. The code will not be activated until
10:00 AM CT, Wednesday, September 25, 2024

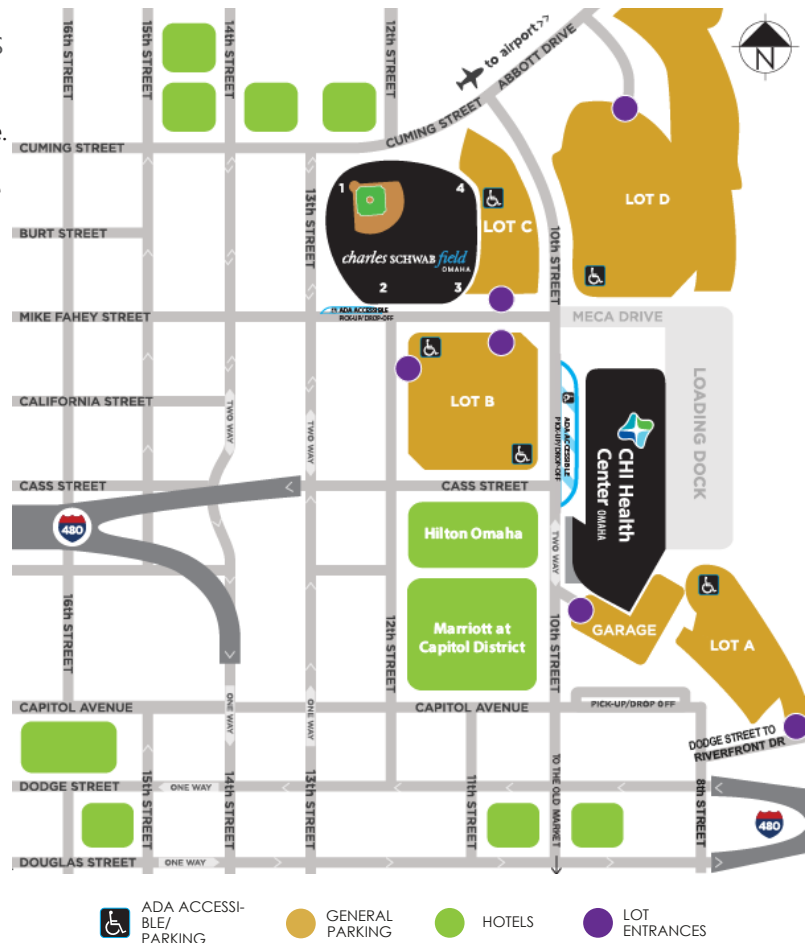
SUBMIT YOUR CONFERENCE HOTEL ROOM REQUEST
WEDNESDAY, SEPTEMBER 25, 2024.

THE OMAHA CONVENTION & VISITORS BUREAU WILL ACT
AS THE HOUSING AGENT FOR ALL PROPERTIES.

Hilton Omaha - 1001 Cass Street
\$151 per night
**ROOM REQUESTS WILL BE ACCEPTED
UNTIL OCTOBER 20, OR UNTIL FULL**

Omaha Marriott Downtown - 222 North 10th Street
\$171 per night
**ROOM REQUESTS WILL BE ACCEPTED
UNTIL NOVEMBER 8, OR UNTIL FULL**

A RESERVATION AT ONE OF THE ABOVE IS NOT REQUIRED TO
ATTEND THE STATE EDUCATION CONFERENCE



WEDNESDAY, NOVEMBER 20

Pre-Conference Sessions
1:00 to 4:00 PM

Exhibitor Reception
4:00 to 5:30 PM

THURSDAY, NOVEMBER 21

Board Member/Mentor Collaboration
7:15 to 8:15 AM

Opening Keynote Speaker
8:15 to 9:30 AM

A - Breakout Sessions
9:45 to 10:45 AM

B - Breakout Sessions
11:15 AM to 12:15 PM

Thursday Luncheon Keynote Speaker
12:30 to 2:00 PM

C - Breakout Sessions
2:15 to 3:15 PM

D - Breakout Sessions
3:30 to 4:30 PM

FRIDAY, NOVEMBER 22

Classroom Showcase
8:00 to 11:30 AM

NASB Delegate Assembly
8:00 to 9:30 AM

NASA Membership Meeting
8:00 to 9:30 AM

E - Breakout Sessions
9:15 to 10:15 AM

F - Breakout Sessions
10:30 to 11:30 AM

Friday Luncheon Keynote Speaker
11:45 AM to 1:15 PM

20th

DAY 1

WEDNESDAY, NOVEMBER 20, 2024

NASBO MEMBERSHIP MEETING

NASB LEGISLATION COMMITTEE MEETING

NASA EXECUTIVE BOARD MEETING

PRE-CONFERENCE SESSIONS

EXHIBITOR RECEPTION

NASB BOARD MEETING

21st

DAY 2

THURSDAY, NOVEMBER 21, 2024

BOARD MEMBER / MENTOR COLLABORATION

PRESENTATION OF COLORS / MUSICAL OPENING

OPENING & LUNCHEON KEYNOTE SPEAKERS

SCHOOL BOARD MEMBER OF THE YEAR PRESENTED

BREAKOUT SESSIONS (A, B, C & D)

22nd

DAY 3

FRIDAY, NOVEMBER 22, 2024

NASB DELEGATE ASSEMBLY

NASA MEMBERSHIP MEETING

CLASSROOM SHOWCASE

SUPERINTENDENT OF THE YEAR RECOGNIZED

CLOSING KEYNOTE SPEAKER

BREAKOUT SESSIONS (E & F)

ADJOURN

Register now at www.NASBonline.org



INSPIRING HOPE THROUGH THE POWER OF COMMITMENT AND POSITIVITY BEYOND THE GAME: APPLYING "ALL IN" TO LIFE

GIAN PAUL GONZALEZ

THURSDAY MORNING OPENING SPEAKER - 8:15 TO 9:30 AM

During the New York Giants' 2011 Super Bowl run, Gian Paul Gonzalez, a high school teacher from Union City, N.J., played a pivotal role in inspiring the team with his "ALL IN" rally cry. Before a crucial Christmas Eve game against the NY Jets, Gonzalez led a chapel service where he used poker chips to symbolize commitment, urging players to go "all in" with their dedication. The Giants, initially seen as unlikely playoff contenders, won that game 29-14 and carried their momentum through to victory in Super Bowl XLVI. Gonzalez, who turned down professional basketball opportunities to work with at-risk youth, is the founder of the Hope + Future Foundation. This organization provides health and wellness programs for youth in West New York, NJ, focusing on empowering students and fostering community unity. Gonzalez's "ALL IN" message, is not just a slogan it's a LIFEstyle.



RUNNING TOWARD CHAOS

DR. NATALIE STAVAS

THURSDAY LUNCHEON SPEAKER - 12:30 TO 2:00 PM

Dr. Natalie Stavas, a Nebraska native, and award-winning Harvard physician and humanitarian, epitomizes her life philosophy: "You Run Toward." This mantra was vividly demonstrated on April 15, 2013. As she approached the finish line of her fifth Boston Marathon, she faced the chaos of a bomb explosion. Instead of fleeing with the crowd, Dr. Stavas ran directly into the danger, providing critical aid and saved several lives that day. Natalie attacks every obstacle with the same attitude: "You run towards that which you fear, that which challenges you, that which is oppositional." Described as a healer, educator, and community leader, she was named "2013 Bostonian of the Year" by The Boston Globe.



WHAT'S ON THE HORIZON AT THE NEBRASKA DEPARTMENT OF EDUCATION?

BRIAN MAHER

FRIDAY LUNCHEON SPEAKER - 11:45 AM TO 1:15 PM

Join Commissioner Maher as he embarks on his second year at the helm of the Nebraska Department of Education (NDE), leading the charge in shaping the future of education across the state. In this pivotal year, he is poised to build upon the progress of his inaugural term, introducing a range of new developments and initiatives designed to enhance educational outcomes. As he outlines his strategic priorities, we will gain insight into his vision for fostering educational excellence, addressing key challenges, and driving meaningful change within Nebraska's schools. This comprehensive look at the goals and aspirations guiding Commissioner Maher's second year, highlighting the dynamic efforts underway to ensure that every student in Nebraska has access to high-quality education.

Pre

PRE-CONFERENCE SESSIONS WEDNESDAY, NOVEMBER 20 - 1:00 TO 4:00 PM

INSIDE OUT:

NAVIGATING BOARD CONFLICT AND THE HIDDEN COSTS OF DYSFUNCTION

As Boards of Education evolve, long-standing teams often encounter new members with differing beliefs, styles, and agendas, which can challenge board dynamics. This session offers attendees a chance to delve into how respectful dialogue ensures diverse perspectives are heard and considered in the decision-making process. What can the board and superintendent do to prepare for change and explore strategies for managing communication and conflict when it occurs? Participants will learn to foster civility in governance and proactively address common challenges. Join us to enhance your skills in navigating board transitions and maintaining a productive, respectful environment that builds trust between the board and superintendent and ensures that decisions are made openly and with integrity.

PRESENTERS: David Kramer - Baird Holm Law Firm; Marcia Herring - NASB

HARNESSING THE POWER OF AI:

PRACTICAL APPLICATIONS FOR SCHOOL BOARD MEMBERS AND ADMINISTRATORS

Have you been hearing about the buzz around AI and wondering how it will impact your district? Join us for an engaging, hands-on workshop designed specifically for school board members and administrators. We'll start by showcasing how cutting-edge AI tools, like ChatGPT, can simplify daily tasks and enhance the efficiency of board work. From there, we'll explore real-world applications where AI is already benefiting educators—saving time, reducing burnout, and improving student support. Our session will wrap up with the latest research on AI in education, including how schools are crafting policies to leverage AI for better learning outcomes and streamlined operations. You'll leave with actionable insights and practical tools to help you navigate the evolving landscape of AI and make a meaningful difference in your district and community.

PRESENTERS: Lynne Herr - ESU 6; Andrew Easton - ESUCC; UNK AI Research Team



Register now at www.NASBonline.org



ANN MACTIER - SCHOOL BOARD MEMBER OF THE YEAR WILL BE PRESENTED AT THE THURSDAY LUNCHEON

Previous Winners Include:

2023 - ALLISON WELCH, CONESTOGA	2016 - TERRI HAYNES, CHADRON	2009 - RON PEARSON, ESU #3
2022 - MARCIA MAHON, SOUTH SIOUX CITY	2015 - LINDA RICHARDS, RALSTON	2008 - SANDRA JENSEN, OMAHA
2021 - STEVE KOCH, HERSHEY	2014 - BRAD KRIVOHAVEK, NORFOLK	2007 - JOHN HANSEN, BELLEVUE
2020 - MARIAN HOLSTEIN, WINNEBAGO	2013 - PATTY BENTZINGER, NORRIS	2006 - FRED TAFOYA, PAPILLON-LA VISTA
2019 - VALERIE FISHER, PAPILLON-LA VISTA	2012 - KATHY BARTEK, FALLS CITY	2005 - WAYNE ERICKSON, WISNER-PILGER
2018 - KATHY DANEK, LINCOLN	2011 - JULIE AGARD, KEARNEY	2004 - ANN MACTIER, OMAHA
2017 - BONNIE HINKLE, GRAND ISLAND	2010 - KIM FASSE, ELKHORN	



SUPERINTENDENT OF THE YEAR WILL BE RECOGNIZED AT THE FRIDAY LUNCHEON

Previous Winners Include:

2025 - MELISSA POLONCIC, DC WEST	2012 - BILL MOWINKEL, GRAND ISLAND NW	1999 - KENNETH ANDERSON, HASTINGS
2024 - ANDY RIKLI, PAPILLON LA VISTA	2011 - MIKE CUNNING, HERSHEY	1998 - KEN BIRD, WESTSIDE
2023 - MARK LENIHAN, WAYNE	2010 - KEITH LUTZ, MILLARD	1997 - RICK BLACK, CONESTOGA
2022 - TERRY HAACK, BENNINGTON	2009 - STEVE RECTOR, SOUTH SIOUX CITY	1996 - GARY HAMMACK, KEARNEY
2021 - JIM SUTFIN, MILLARD	2008 - LARRY RAMAEKERS, AURORA	1995 - MARTIN PETERSEN, ALLIANCE
2020 - MARK ADLER, RALSTON	2007 - ROGER BREED, ELKHORN	1994 - VANDLE PHILLIPS, SOUTH SIOUX CITY
2019 - MIKE TEAHON, GOTHENBURG	2006 - RICHARD EISENHAUER, LEXINGTON	1993 - FRED BELLUM, COLUMBUS
2018 - JOHN SKRETTA, NORRIS	2005 - ROY BAKER, NORRIS	1992 - GLENN LARSEN, ADAMS CENTRAL
2017 - CAROLINE WINCHESTER, CHADRON	2004 - DAN ERNST, WAVERLY	1991 - NORBERT SCHUERMAN, OMAHA
2016 - JAY BELLAR, BATTLE CREEK	2003 - RANDY NELSON, NORFOLK	1990 - DOUG CHRISTENSEN, NORTH PLATTE
2015 - BRIAN MAHER, KEARNEY	2002 - PHILIP SCHOO, LINCOLN	1989 - DONALD STROH, MILLARD
2014 - STEVE BAKER, ELKHORN	2001 - KEITH ROHWER, NEBRASKA CITY	
2013 - KEVIN RILEY, GRETNA	2000 - STEVE JOEL, BEATRICE	



BOARDSMANSHIP



CAREER & COLLEGE READINESS



COMMUNITY ENGAGEMENT



CURRICULUM



ESU



FACILITIES



LEGAL & POLICY



LEGISLATIVE & ADVOCACY



MANAGEMENT/ADMINISTRATION



NEW BOARD MEMBER



SAFETY



STUDENTS/EARLY CHILDHOOD



TECHNOLOGY



WELLNESS

THURSDAY

- A1 LEGISLATIVE OUTLOOK: A "SPECIAL" KIND OF YEAR
- A2 BOARD GOVERNANCE: WHERE DO I BEGIN?
- A3 CONSTRUCTION FUNDING
- A4 STOP CALLING IT MARIJUANA
- A5 PAIN IN THE APP, V. 10.0
- A6 COMMUNICATION FOR DISTRICTS LARGE & SMALL
- A7 SPECIAL EDUCATION AND SECTION 504 ISSUES
- A8 NURTURING FUTURE EDUCATORS IN RURAL NEBRASKA
- A9 BANCROFT-ROSALIE EARLY COLLEGE HIGH SCHOOL
- A10 HARVESTING HOPE
- A11 PROFESSIONAL LEARNING AND LEADERSHIP DEVELOPMENT

- B1 NSAA COMPETITIVE BALANCE UPDATE
- B2 EMPOWERING SBMS AS COMMUNITY CATALYSTS
- B3 HOLD YOUR FIRE - ISSUES IN TERMINATIONS
- B4 BUILDING SAFE AND SECURE SCHOOLS
- B5 SUPERINTENDENT CONTRACTS: WHAT DOES IT ALL MEAN?!
- B6 MAKING DOLLARS AND SENSE OF SCHOOL FINANCE
- B7 THE OPEN MEETINGS ACT: THE BASICS TO THE UNEXPECTED
- B8 BUILDING AND GROWING OUR FUTURE
- B9 HOW TO CREATIVELY FUND A SCHOOL FACILITIES UPDATE
- B10 NAVIGATING FUTURES
- B11 HIRING FOREIGN-TRAINED TEACHERS

- C1 STUDENT VOICES
- C2 AN INTERACTIVE MOCK BOARD MEETING
- C3 BUILDING, FACILITIES, AND REAL ESTATE
- C4 SUPPORT FOR EDUCATION AND WORKFORCE DEVELOPMENT
- C5 MEETING OF THE MINDS: LET'S GET CLOSED SESSION RIGHT!
- C6 INNOVATIVE PREPARATION FOR EDUCATORS
- C7 WAIVERS & RELEASES IN EXTRACURRICULAR ACTIVITIES
- C8 TAKING SCHOOL SAFETY TO THE NEXT LEVEL
- C9 LESSONS FROM BROKEN BOW BOND ELECTION
- C10 ESU BOARD MEMBER UPDATE
- C11 CONNECTING ED LEARNING TO WORKPLACE SUCCESS

- D1 MASTERING PAPERLESS BOARD MEETINGS & NEGOTIATIONS
- D2 EHA BENEFITS UPDATE
- D3 THE USE OF ADVISORY GROUPS TO ENGAGE STAKEHOLDERS
- D4 POWER OF STAY SURVEYS IN RETAINING HIGH-QUALITY STAFF
- D5 HOT TOPICS WITH JIM AND KAREN
- D6 RULE 10: HOW SBMS CAN SUPPORT THEIR SUPERINTENDENT
- D7 NAVIGATING TRANSGENDER STUDENT POLICIES IN SCHOOLS
- D8 DEVELOPING THE DISTRICT AND FOUNDATION RELATIONSHIP

FRIDAY

- E1 MENTAL HEALTH & WELLNESS RESOURCES
- E2 LEADERSHIP THROUGH LONG-TERM PLANNING
- E3 HOT LEGAL TOPICS FOR BOARD PRESIDENTS
- E4 CITIZEN'S ACADEMY CREATES DEEP PARTNERS
- E5 SOCIAL MEDIA AND THE BOARD MEMBER
- E6 ADDRESSING THE EDUCATOR WORKFORCE
- E7 OPEN MEETINGS AND PUBLIC RECORDS
- E8 CONSTRUCTION MANAGER AT RISK METHOD
- E9 BEHAVIOR INTERVENTION & TEACHER SUPPORT

- F1 SYSTEMS FOR SUPPORTING STUDENT BEHAVIOR
- F2 CAREER ACADEMIES - FIND YOUR PATH
- F3 NEGOTIATING FROM THE BOARD'S SIDE
- F4 STRENGTHENING YOUR BEEF IN SCHOOLS
- F5 TITLE IX: NEW OR IMPROVED?
- F6 CENTRAL NEBRASKA TEACHER RECRUITMENT
- F7 ATHLETICS, NIL, AND COPYRIGHT
- F8 A LISTENING SESSION WITH THE STATE BOARD



A

A - BREAKOUT SESSIONS THURSDAY, NOVEMBER 21 - 9:45 TO 10:45 AM



A1 A "SPECIAL" KIND OF YEAR

While the 2024 legislative session ended in April and included many provisions that impacted K-12 education, Senators were not done. Called back in July for a Special Session, K-12 education was once again a target for change. Come learn what the legislature did (and didn't do) through two sessions of 2024. We will also preview what education leaders should be thinking about as we head into 2025.

PRESENTERS: Colby Coash - NASB; Mike Dulaney - NCSA



A2 BOARD GOVERNANCE: WHERE DO I BEGIN? WHAT HAVE I GOTTEN MYSELF INTO?

Welcome to board service! What is the secret to preparing effectively to transition as a new board member? What are the demands of the role and responsibilities of the board? This session will cover frequently asked questions, highlight the NASB Board Governance Standards, and will engage you in interactive discussion, present scenarios to challenge your understanding of overstepping or proper board oversight.

PRESENTERS: Marcia Herring, Stacie Higgins & Stephanie Summers - NASB



A3 SCHOOL FUNDING FOR CONSTRUCTION PROJECTS, INCLUDING LEASE PURCHASE AGREEMENTS

This session will explore the alternatives to a bond election to finance school buildings and equipment, including lease-purchase agreements directly with banks, lease-purchase agreements for equipment, "QCPUF" financings which now permit financing for "school safety infrastructure concerns," and other financing ideas.

PRESENTERS: Mike Rogers - Gilmore & Bell Law Firm



A4 STOP CALLING IT MARIJUANA. WHAT SCHOOLS NEED TO KNOW ABOUT HIGH POTENCY THC, VAPING, & FENTANYL

It is not ditch weed in our schools. The marijuana industry has changed the script. High potency THC (the psychoactive ingredient in marijuana) is what students are using in vapes or edible cannabis products. Neighboring states and countries legalizing this new drug along with clever marketing by the cannabis industry has lowered our sense of risk with these products. Learn how the new gateway drug and vape industries are impacting a new generation of users leading them to other deadly substances like fentanyl. What can schools do to be more aware and aid students in curbing these drug trends?

PRESENTER: Jay Martin - Nebraska Department of Education



A5 PAIN IN THE APP, V. 10.0

It's the diamond anniversary of this topic, and Karen and Sara have a real gem in store! Come get the latest legal trends and troubles regarding student and staff use of social media and technology.

PRESENTERS: Karen Haase & Sara Hento - KSB School Law



A6 COMMUNICATION STRATEGIES & TOOLS FOR DISTRICTS LARGE & SMALL

Effective communication is the cornerstone of a successful school district. This how-to session is designed to empower school board members and superintendents with the tools and strategies they need to establish clear, consistent, and impactful communication within their districts. The session will cover the essential steps for building a robust communication plan, engaging the community, and ensuring that communication efforts resonate across districts of all sizes. Participants will leave this session with a clear, actionable plan for establishing effective communication in their districts, practical tools for implementation, and strategies for engaging their communities.

PRESENTER: Annette Eyman - Kordica Communications



A7 WAKE UP CALL: SPECIAL EDUCATION AND SECTION 504 ISSUES FOR BOARDS AND ADMINISTRATORS

The fastest developing areas for school litigation surround students with disabilities. The rights of parents with students that have disabilities are actively enforced by government agencies such as the Department of Education, the Office of Civil Rights, and the Department of Justice. We will go through best practices and common pitfalls under the IDEA and Section 504 to help your district develop specialized plans, respond to parent complaints, create plans for difficult behaviors, and more!

PRESENTER: Haleigh Carlson - Perry Law Firm



A8 GROW YOUR OWN: NURTURING FUTURE EDUCATORS IN RURAL NEBRASKA

Passionate about tackling Nebraska's educator shortage? Join us to explore the ESUs 6 & 9 Education Career Pathway pilot program, focusing on rural schools' needs with replicability statewide. Dive into details spanning 15 districts, and 66 high school students supported by NDE. Learn about the free curriculum, work-based learning, and dual-credit opportunities at Wayne State College. Discover Educators Rising CTSO's impact in fostering community among aspiring educators. Gain valuable insights into addressing teacher shortages and discuss implementation strategies.

PRESENTERS: Lynne Herr - ESU 6; Kristen Slechta & Katie Soto - ESU 9



A9 BANCROFT-ROSALIE EARLY COLLEGE HIGH SCHOOL

Bancroft-Rosalie School graduated their first class of six Associate Degree earning high school seniors in 2023. The students will share their Early College experience in a rural school and the transition from high school to a college junior curriculum. School administration will provide information on the process of identifying and supporting high ability in an accelerated academic program with limited resources.

PRESENTER: Jon Cerny - Bancroft-Rosalie Public Schools



A10 HARVESTING HOPE

UNPS Three Sisters Farm to School has embarked on an exciting venture to address the concern of food insecurity and sovereignty on the Omaha Reservation. This school-based 7-acre garden blends traditional and modern farming practices to produce over 16,000 pounds of fresh organic produce that is distributed to the school and community. This project offers vocational training, paid employment, and cultural experiences to the students of UNPS. This one-of-a-kind project has become a model for other schools and revitalized the cultural ties and customs of the Omaha people.

PRESENTERS: Stacie Hardy & Susan French - Umonhon Nation Public Schools



A11 A SYSTEMATIC APPROACH TO DELIVERING ON-GOING PROFESSIONAL LEARNING AND LEADERSHIP DEVELOPMENT

Millard Public Schools believes our People are our greatest resource. In order to best support our staff, Millard implements a systematic approach to deliver on-going and embedded professional learning and leadership development. In this session, Millard will share specific plans and strategies used to develop and retain staff. Examples that will be shared include action research, the Millard Graduate Program, and leadership development.

PRESENTERS: Kim Saum-Mills, John Schwartz & Todd Tripple - Millard Public Schools



Register now at www.NASBonline.org

B

B - BREAKOUT SESSIONS

THURSDAY, NOVEMBER 21 - 11:15 AM TO 12:15 PM

**B1 NSAA COMPETITIVE BALANCE UPDATE**

This session will provide an overview of the NSAA's adoption of a Competitive Balance Committee and its implementation.

PRESENTERS: Jennifer Schwartz & Jeff Johnson - NSAA

**B2 EMPOWERING SCHOOL BOARD MEMBERS AS COMMUNITY CATALYSTS: STRATEGIES FOR EFFECTIVE CROSS-SECTOR PARTNERSHIPS**

Explore the critical role of school board members as community leaders in fostering effective cross-sector partnerships. The session emphasizes the importance of partner identification, alignment of goals, and establishing a clear governance structure for decision-making. We will highlight the central role of relationship building, underpinned by trust and understanding of diverse organizational cultures. We will cover transparency in all processes and communication, along with strategies for project monitoring, evaluation, and continuous improvement.

PRESENTERS: Joe DiCostanzo - Nebraska Children & Families Foundation; Caden Frank - NASB

**B3 HOLD YOUR FIRE - ISSUES IN TERMINATIONS**

Everyone knows the Teacher Tenure Act provides numerous protections to certificated employees. But, various state and federal laws and rules also impact a school's ability to part ways with employees, including classified staff. In this session, attorneys from the Perry Law Firm will address and provide guidance on things to consider before firing, or even demoting or reassigning, any employee.

PRESENTER: Josh Schauer - Perry Law Firm

**B4 BUILDING SAFE AND SECURE SCHOOLS**

We know learning can only happen when students and staff feel safe in their educational environment. So, how do we build safe and secure schools? Become a Diamond Status member with NDE School Safety & Security Diamond Badge Certification. Schools across the state are completing the safety protocols and the Badge being displayed on buildings, social media platforms, and websites provides the confirmation to school communities that best practices and requirements are being met. Get the latest guidance and support from the Nebraska Department of Education, School Safety & Security Director on what is needed to put your school district in Diamond Badge Certification.

PRESENTER: Jay Martin - NDE

**B5 SUPERINTENDENT CONTRACTS: WHAT DOES IT ALL MEAN?!**

We get dozens of questions each fall about the same sections of the superintendent contract. How long is our contract, and how and when does the contract "renew"? Do we have to do anything at our meeting to approve the renewal or extension? What if we don't approve it? What about the pay transparency law--when does that apply if we're just adding a year? This presentation will cover these critical contract sections and decisions so that all board members and superintendents understand how they affect the contract length, costs, and obligations.

PRESENTERS: Bobby Truhe & Steve Williams - KSB School Law

**B6 MAKING DOLLARS AND SENSE OF SCHOOL FINANCE**

The learning curve for understanding school finance is never ending. Learn about long standing practices and recent changes that affect your district's financial position.

PRESENTERS: Bryce Wilson - NDE; Matt Fisher - Grand Island Public Schools; Carl Dietz - Northland Securities





B7 THE OPEN MEETINGS ACT: FROM THE BASICS TO THE UNEXPECTED



Most board meetings may run smoothly. But every once in awhile, a board member may make an unexpected motion, a member of the public may object to the board considering an item that was added to the agenda late. Occasionally, public comment can present challenges in the middle of the meeting. These scenarios can create confusion and contention among the board and community. We will walk through these types of situations and offer proactive advice under Nebraska's Open Meetings Act and real-world examples.

PRESENTER: Justin Knight - Perry Law Firm



B8 BUILDING AND GROWING OUR FUTURE: A BOARD VISION OF INVESTMENT

Gering Public Schools highlights two national priorities: Workforce development and early intervention. The Board and district leadership identified how to maximize programs effectively while leveraging resources efficiently. The growing school district has opened a new preschool center constructed by their own high school students. As a response to the expanding need for early childhood education in the community, GPS has embraced the "cradle-to-cap" concept by empowering their construction trade students to apply their skills of woodworking, machinery, electrical and masonry. The 4-year high school program offers a strong background in construction trades and apprenticeship experience for students.

PRESENTERS: Nicole Regan, Stacy Rodriguez, Brian Copsey & Greg Trautman - Gering Public Schools



B9 HOW TO CREATIVELY FUND A SCHOOL FACILITIES UPDATE

Wauneta-Palisade used creative funding options to complete an addition and renovation project creating a better learning environment. WP was faced with aging facilities in two locations and deciding how to improve them without passing a bond issue. We worked with business partners to find funding and design options to fit our budget and resources. WP utilized a lease purchase for new construction, QCPUF for ADA and HVAC improvements and leveraged our strong financial resources.

PRESENTERS: Allison Sandman & Randy Geier - Wauneta-Palisade Public Schools; Jacob Sertich - Wilkins ADP; Tobin Buchanan - Northland Securities



B10 NAVIGATING FUTURES: HAWK HERD & NEBRASKA CAREER CLUSTERS

Come and learn how one local producer's beef donation for the school lunch program has evolved into a hands-on "grow your own" beef program at Hampton Public School. The session will highlight the four key areas of the Nebraska Career Education Model - Core Academics/College and Career Readiness, Career Fields, Career Clusters, and Employability and Entrepreneurship. The Hawk Herd engages students in community partnerships within each of the six career clusters utilizing real-world experiences to help guide potential career choices while supporting "Farm to Fork" in our school lunch program two days a week.

PRESENTERS: Holly Herzberg, Carson Klute & Grant Dose - Hampton Public School



B11 WHAT EVERY SCHOOL DISTRICT NEEDS TO KNOW ABOUT HIRING FOREIGN-TRAINED TEACHERS

Hiring a Foreign-Trained Teacher has become a creative way for school districts to overcome the teacher shortage. Superintendents and board members will both benefit from learning the ends and outs of hiring a foreign-trained teacher.

PRESENTER: Decau Jean-Baptiste & Katelyn Larson - NDE



C - BREAKOUT SESSIONS

THURSDAY, NOVEMBER 21 - 2:15 TO 3:15 PM



C1 STUDENT VOICES

Students from Nebraska high schools share their perspectives on issues that are important to the leaders of tomorrow.



C2 AT THE BOARD TABLE - AN INTERACTIVE MOCK BOARD MEETING

Join us at the boardroom table and experience the dynamics of a school board meeting. This session will provide a practical understanding of how board meetings are conducted, including the procedures, protocols, and decision-making processes. Through a simulated mock board meeting, participants will gain confidence in their ability to navigate real meetings, and the importance of what boards communicate through the public meeting.

PRESENTERS: Marcia Herring, Stacie Higgins & Stephanie Summers - NASB



C3 BUILDING, FACILITIES, AND REAL ESTATE – WHAT KEEPS A SCHOOL BOARD MEMBER UP AT NIGHT?



In this session, the Perry Law Firm will talk about various legal issues relating to school buildings, facilities, and real estate, including potential legal issues that can arise with facility maintenance, construction and other expenditure and revenue issues with school property.

PRESENTERS: Derek Aldridge - Perry Law Firm



C4 EMPOWERING DECISION SUPPORT FOR EDUCATION AND WORKFORCE DEVELOPMENT IN NEBRASKA

Since the fall of 2020, the Nebraska Statewide Workforce & Educational Reporting System (NSWERS) has been working to create a state-of-the-art education and workforce information source. These efforts have culminated in the establishment of a unique and strategic asset designed to bolster decision making and empower decision makers by mitigating uncertainty surrounding education and workforce planning. This session will provide an overview of NSWERS and the innovative analytic tools being created to support schools.

PRESENTER: Matt Hastings - Seward Public Schools



C5 MEETING OF THE MINDS: LET'S GET CLOSED SESSION RIGHT!



Enough said. Leave your preconceptions at the door. If you are thinking, "I know all about closed session, so I don't need to attend that one," you're probably our target demographic for this presentation.

PRESENTERS: KSB School Law



C6 INNOVATIVE PREPARATION FOR EDUCATORS: HOW UNL IS MEETING THE CHALLENGE

Innovative educator preparation, including alternative certification and grow your own programs, are necessary to ensure we have qualified teachers and administrators as we work with the educator workforce challenge. Join me to learn about UNL's teacher apprenticeship program, school administrator preparation innovations, professional development for Career Education Permit teachers, alternative certification and accelerated programs, and how to grow your own school psychologist. These innovative approaches ensure the preparation of quality educators while meeting the immediate needs of school districts.

PRESENTER: Sara Skretta - UNL



C7 COACH & RELEASE - WAIVERS & RELEASES IN EXTRACURRICULAR ACTIVITIES

Extracurricular activities are a significant part of public education. They are also a potential source of significant liabilities for your district. From concussions to motor vehicle accidents, risks are everywhere. A recent decision from the Nebraska Supreme Court indicates that schools could mitigate some of these risks with releases and waivers. We will discuss everything from the implications of using waivers and releases to the standards of care applicable to coaches and volunteers.

PRESENTER: Josh Schauer - Perry Law Firm



C8 SCHOOL SAFETY 101: TAKING SCHOOL SAFETY TO THE NEXT LEVEL

Norris School District 160 has centralized and streamlined our safety and security efforts on our campus. While you can never be fully prepared for a critical incident, understanding and testing your District's Emergency Operation Plan is a starting point. This session will provide insight into updating and testing your District's EOP, community partnerships, grant opportunities, use of technology, and more to create a better understanding for staff, students, and parents/guardians.

PRESENTERS: Derrick Joel, Brian Maschmann & Gary Kubicek - Norris School District 160



C9 BUILDING BOW TOGETHER - LESSONS FROM BROKEN BOW BOND ELECTION

This session will be a panel presentation and Q&A on lessons learned from the Broken Bow Bond Elections - a bond failure that turned into a yes vote and win for the community. Panel participants will include representatives from Broken Bow Public Schools and the business partners that helped make the project a success.

PRESENTERS: Ashley Abramson & Steve Thiel - Hausmann Construction, Inc.; Darren Tobey - Broken Bow; Tobin Buchanan - Northland Securities; Jacob Sertich - Wilkins ADP



C10 ESU BOARD MEMBER UPDATE

Especially for our ESU attendees, get the latest from the ESUCC, NDE, and NASB about statewide ESU activities and issues.

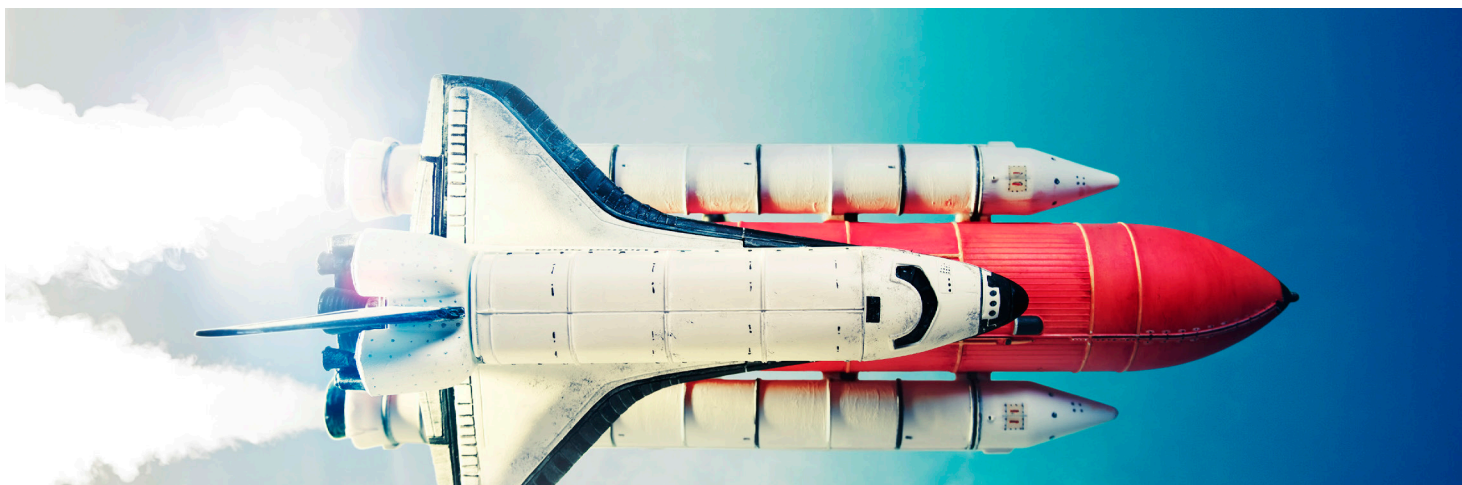
PRESENTERS: Larianne Polk - ESUCC; Brad Dirksen - NDE; Colby Coash - NASB



C11 CONNECTING EDUCATIONAL LEARNING TO WORKPLACE SUCCESS

Today's careers have multiple entry and exit points, and it is important for young people to recognize how to navigate effectively to reach their fullest potential. Experiential learning opportunities assist youth with developing knowledge and skills that will lead to greater persistence in college and the workplace. This session provides a unique platform where education, business, and industry professionals collaborate through a variety of school enrichment and community programming. They will share personal perspectives and discuss strategies to collectively enhance college and career readiness for the next generation.

PRESENTERS: Dawn Lindsley, Jacie Milius, Kim Liebeg & Jonathan Schulte - ESU 7



Register now at www.NASBonline.org

D

D - BREAKOUT SESSIONS

THURSDAY, NOVEMBER 21 - 3:30 TO 4:30 PM



D1 UNLOCKING EFFICIENCY: MASTERING PAPERLESS BOARD MEETINGS & STAFF NEGOTIATIONS



Embark on a transformative journey with paperless board meeting and teacher negotiations systems, redefining school board governance. Uncover the secrets to streamlined meetings, harnessing transparency for better decision-making, and unlocking invaluable data insights. Dive into tips and tricks to maximize your efficiency and effectiveness in managing school affairs. Join us in embracing this innovative approach to governance, where simplicity and productivity are paramount.

PRESENTERS: Chris Kuncel - Mullen; Darion Miller & Nicole Kobus - Sparq Data Solutions



D2 EHA BENEFITS UPDATE

In this session we will provide an up-to-date look at the benefits programs available to EHA members and allow time to address any questions attendees may have.

PRESENTER: Greg Long - EHA; Courtney Ray - Blue Cross Blue Shield of NE



D3 WE ARE FAMILY: THE USE OF ADVISORY GROUPS TO GATHER FEEDBACK AND ENGAGE STAKEHOLDERS



Papillion La Vista Community Schools is a suburban school district in the Omaha metro area with over 12,000 students. The purpose of this session is to describe how PLCS utilizes a variety of internal and external advisory groups to solicit feedback on critical topics and to engage its community members. A specific focus will be placed on the purpose, selection process, and structure of its Student Advisory Council and other groups including teacher, classified staff, and business/elected official advisories.

PRESENTERS: Valerie Fisher, Christopher Villarreal & Andy Rikli - Papillion La Vista Community Schools



D4 THE POWER OF STAY SURVEYS IN RETAINING HIGH QUALITY STAFF

Every school district is making plans to recruit and hire the next generation of teachers. We are considering hiring incentives, perks, and salary increases for these new staff members. What are we doing to keep our very best teachers in our school district? In this presentation, you will hear from practicing administrators regarding a "stay" survey that was implemented during the 2023-2024 school year, as well as ideas and thoughts regarding retaining staff from administrators and board members with emphasis on teacher voice, leadership, and culture.

PRESENTERS: Matt Dominy, Josh Fields, Paul Duer, Shawn Svoboda, Ryne Seaman, Matt Hastings, Jill Hochstein, Danielle Shipley & Jessica Dominy - Seward Public Schools



D5 HOT TOPICS WITH JIM AND KAREN



Veteran school attorneys Jim Gessford from the Perry Law Firm and Karen Haase from KSB School Law will cover a variety of "hot topics" that school board members from Nebraska should know. Come learn about the legal issues that your board will be (or maybe already is) dealing with, while you also get to listen to Jim and Karen bicker and banter.

PRESENTERS: Karen Haase - KSB School Law; Jim Gessford - Perry Law firm



D6 RULE 10: REQUIREMENTS, REGULATIONS, REPORTS AND COMPLIANCE. HOW BOARD MEMBERS CAN SUPPORT THEIR SUPERINTENDENT

Rule 10 has several sections, numerous statutes and over 200 regulations. This session is for board members who want to support their superintendent through having a better understanding of what it means to be accredited through Rule 10.

PRESENTER: Decau Jean-Baptiste, Todd Wolverton & Sandy Suiter - NDE



D7 NAVIGATING TRANSGENDER STUDENT POLICIES IN SCHOOLS



Can our school have a policy relating to transgender students? Should our school have a policy on transgender students? Which state and federal laws do we need to consider? Is this about bathrooms or athletics? Can we just ignore the discourse on this topic? Join attorneys from the Perry Law Firm where we will answer all of these questions and more!

PRESENTER: Haleigh Carlson - Perry Law Firm



D8 DEVELOPING THE SCHOOL DISTRICT AND SCHOOL FOUNDATION RELATIONSHIP

As public schools continue to be top of mind across the nation, the need for school districts and school foundations to work hand in hand increases. During this session you will learn how developing a relationship with the superintendent and communications department can move your foundation forward. You will learn how aligning success stories can increase goodwill for the district as well as giving to the foundation.

PRESENTER: Nicole Anderson - Columbus Public Schools



Register now at www.NASBonline.org

E

E - BREAKOUT SESSIONS

FRIDAY, NOVEMBER 22 - 9:15 TO 10:15 AM



E1 SUPPORTING AND ENGAGING YOUR COMMUNITY THROUGH MENTAL HEALTH & WELLNESS RESOURCES



It is critical to build the collective capacity of families and staff to align efforts and create consistency between school and home while also creating balance in the lives of school staff to ensure learners and families thrive! This district has worked to build out mental health, social-emotional, personal development, and family wellness resources in connection with community supports to engage families creating agency and ownership

PRESENTER: Summer Stephens - Grand Island Public Schools



E2 ARE WE THERE YET? HOW DO WE KNOW IF WE HAVE ARRIVED, IF WE DO NOT KNOW WHERE WE ARE GOING?



Effective board governance and superintendent leadership requires the board to provide clarity of purpose and a vision for success for the school district. Through purposeful engagement of stakeholders, the board gathers valuable insights into the needs and expectations of the school district. Regular communication with stakeholders ensures that they are kept informed about the progress and direction of the district. This builds transparency and trust and ensures alignment between the district and the community. During this session, you will learn about three important characteristics of effective board and superintendent leadership through long-term planning.

PRESENTERS: Marcia Herring, Stacie Higgins & Stephanie Summers - NASB



E3 HOT LEGAL TOPICS FOR BOARD PRESIDENTS

This session will focus on current and forthcoming legal hot topics, with a specific focus on Board Presidents. This will include policy and handbook updates, constructing and managing the agenda, public comment, closed session, recent court decisions, legislative proposals, and other happenings in school law.

PRESENTER: Justin Knight - Perry Law Firm



E4 CITIZEN'S ACADEMY CREATES DEEP COMMUNITY PARTNERS

Learn how the LPS Citizen's Academy works and walk session participants through steps to replicate it in a way that fits your community. The LPS Citizen's Academy is a unique, no-charge public outreach program that engages approximately 30 adult members of our community in four evening sessions during the first semester, all on-site at different buildings within the district. The relationships built and information shared with academy participants have paid important dividends in future efforts by the districts.

PRESENTERS: Mindy Burbach, Paul Gausman, Kathy Danek & Lanny Boswell - Lincoln Public Schools



E5 SOCIAL MEDIA AND THE BOARD MEMBER - DO'S AND DON'TS AND OTHER LEGAL ISSUES



Social media plays a big part in board governance these days, whether we like it or not. Many board members actively use social media for community engagement...and all board members employ staff who do the same. This presentation will cover the top things every board member must know about their own social media use, official school accounts, and the most recent court cases and real life examples where things can go wrong.

PRESENTERS: KSB School Law



E6 ADDRESSING THE EDUCATOR WORKFORCE THROUGH INNOVATION AND PARTNERSHIPS

Recruiting and retaining the educator workforce is critical to successful schools and student achievement. Join us to learn about grow your own initiatives like teacher apprenticeships, rural school psychologist training programs, and principal preparation programs, the results of collaboration between school districts and educator preparation programs. Other recruitment strategies, including those specific to special education teachers, will also be shared. We'll discuss actions for retention of both teachers and administrators with a focus on the importance of collaboration and conversation between school districts and educator preparation programs. We look forward to having you join us!

PRESENTERS: Sara Skretta - UNL; Andrea Haynes -Westside Community Schools



E7 OPEN MEETINGS AND PUBLIC RECORDS - ARE YOU READY FOR THE NEW CHANGES?

In this session, lawyers from the Perry Law Firm will discuss some of the new changes to the Open Meetings Act and Public Records Laws that were recently made by the Legislature.

PRESENTER: Derek Aldridge - Perry Law Firm



E8 USING THE CONSTRUCTION MANAGER AT RISK METHOD TO DESIGN, CONTRACT, AND BUILD YOUR BOND PROJECTS.



Join us for an insightful session where a school superintendent and a legal expert will discuss the benefits of using a Construction Manager at Risk (CM@R) approach. Discover how a school district can effectively collaborate with architects, attorneys, and construction firms to successfully manage bond projects from inception to completion. Gain valuable perspectives on optimizing the process to ensure timely and efficient project delivery.

PRESENTERS: Jason Buckingham - Ralston Public Schools; Coady Pruett - KSB School Law



E9 HOW DOES MY SCHOOL TRAIN AND REPORT FOR THE BEHAVIOR INTERVENTION & TEACHER SUPPORT ACT (BITS)

Does my school have to train everyone this year? Does my school have to train everyone? Does my school have to watch videos? If my school recertified in MANDT or CPI in June, does that count? Does my school have to use Canvas? How do we record the staff who took the training? Join us this fine Friday morning as we help to answer these questions and more.

PRESENTERS: Larianne Polk & Andrew Easton - ESUCC



Register now at www.NASBonline.org

F

E - BREAKOUT SESSIONS

FRIDAY, NOVEMBER 22 - 10:30 TO 11:30 AM



F1 GETTING YOUR SYSTEMS FOR SUPPORTING STUDENT BEHAVIOR ON PAR

Student behavior is a common concern among stakeholders. During the 2023-2024 school year, Lincoln Public Schools developed a comprehensive PK-12 behavior framework. The Prevention, Accountability, and Restorative (PAR) Behavior Framework is designed to equip teachers, staff, administrators, and stakeholders with the tools, strategies, and practices necessary to cultivate a positive, supportive environment for teaching and learning with greater consistency. The PAR framework encompasses evidence-based practices, preventative strategies, and an accountability matrix in conjunction with restorative practice to address a range of behavior needs across educational settings. Join us for an overview of the framework.

PRESENTERS: Lanny Boswell, Kathy Danek, Mike Gillotti & Karmin Pedroza - Lincoln Public Schools



F2 2024 PHS CAREER ACADEMIES - FIND YOUR PATH IN HIGH SCHOOL

Plattsmouth High School Wall-to-Wall Career Academies began in 2016 after years of visioning and planning by students, staff, and stakeholders. Our academies are led by student academy core leaders (ACL), the business/community advisory committee, and our district and PHS staff. Learn about our journey to becoming a National Model High School and how wall-to-wall career academies differ from pocket academies with every student in an academy. Join us at our session and also hear about our new website, marketing, updated course guides, and pathways for our three career academies.

PRESENTERS: Tina Harvey, Richard Hasty, Todd Halvorsen & Cherie Larson - Plattsmouth Community Schools



F3 NEGOTIATING FROM THE BOARD'S SIDE: SUPERINTENDENTS, TEACHERS, AND CLASSIFIED STAFF



Negotiations is one of the most important functions of a school board. In fact, "personnel" is the largest item of a school district's budget. And one of the Board's main responsibilities is to oversee the Superintendent. This session will walk through the statutory requirements for negotiations with teachers, as well as common pitfalls in Superintendent Contracts and classified staff agreements. We will also give boards an update on ideas for the 2024-2025 negotiations season.

PRESENTER: Justin Knight - Perry Law Firm



F4 STRENGTHENING YOUR BEEF IN SCHOOLS PROGRAM WHILE SUPPORTING YOUR STUDENTS IN 4H

Arnold Public Schools has spent the last two years partnering with local businesses to purchase market heifers or steers at the Custer County Fair Livestock Auction. The school pays the base set at current market, and the sponsoring business pays the premium. They are then processed at our USDA Inspected Processor. What started with one steer, quickly jumped to 4 at the 2023 auction. After the first year, businesses were requesting to participate in the program. Attend this session to learn more about seizing this opportunity to buy local and support our local farmers and ranchers.

PRESENTER: Joel Morgan - Arnold Public Schools



F5 TITLE IX: NEW OR IMPROVED?

Every year there's one topic we hope won't surface yet again, and every year Title IX and all things sex discrimination and gender identity see trends or changes we can't ignore. This year, we have new regulations, new cases, and a Supreme Court content with punting on 3rd down. From complaints of sex discrimination to athletic participation, it's been another busy year. We can't cover everything, but we'll hit the high points all board members and administrators need to know.

PRESENTERS: Jordan Johnson & Coady Pruett - KSB School Law



F6 CENTRAL NEBRASKA TEACHER RECRUITMENT AND RETENTION

Nationally, there is a recognized teacher shortage and ongoing conversation and collaborations among policymakers, school leaders, and education preparation programs focused on recruiting and retaining teachers. Funded by the Nebraska Department of Education's Educator Shortage grant, UNK researchers delved into the experiences of Central Nebraska teachers. Their research captured teacher perceptions of their jobs, identified factors boosting professional satisfaction, and pinpointed interventions supporting their growth and development. During this session, the UNK Research team will share findings and ideas on how to support early career educators.

PRESENTERS: Chelsea Feusner, Janet Eckerson, Aprille Phillips & Chadra Diaz - University of Nebraska-Kearney



F7 SCOREBOARD UPDATE: ATHLETICS, NIL, AND COPYRIGHT

In this session, lawyers from Perry Law firm will discuss various issues that can arise with athletic equity and booster clubs, student-athlete name-image-likeness issues, and school and third-party copyrights and trademarks.

PRESENTER: Derek Aldridge- Perry Law Firm



F8 A LISTENING SESSION WITH MEMBERS OF THE STATE BOARD OF EDUCATION

Share your thoughts on statewide education policy with members of the State Board of Education. State Board members are particularly interested in what is currently affecting local school boards and districts, and the solutions you have to offer for these issues. Topics may include school accountability, accreditation and approval, educator certification, and statewide assessment, among others. Attending this session is a great opportunity for you to have your voice heard among members of the State Board of Education.

PRESENTERS: Ryan Foor & Elizabeth Tegtmeier - Nebraska Department of Education

Registering for the Conference

REGISTRATION FOR THE 2024 STATE EDUCATION CONFERENCE WILL OPEN WEDNESDAY, SEPTEMBER 11, 2024

To register, go to the NASB website at www.NASBonline.org and log in using your email and password, and click the State Education Conference link.

AS YOU REGISTER, BE SURE TO MAKE PLANS TO ATTEND THE EXHIBITOR RECEPTION
FROM 4:00 TO 5:30 PM ON WEDNESDAY, NOVEMBER 20.

IF YOU HAVE SPECIAL DIETARY NEEDS DUE TO A MEDICAL CONDITION, CONTACT AVARY PANSING-BROOKS AT
APANSINGBROOKS@NASBONLINE.ORG TO ARRANGE ALTERNATIVE MENUS.



Register now at www.NASBonline.org



1311 STOCKWELL STREET
LINCOLN, NE 68502
WWW.NASBONLINE.ORG

RETURN SERVICE REQUESTED

**2024 STATE EDUCATION CONFERENCE
NOVEMBER 20-22
CHI HEALTH CENTER - DOWNTOWN OMAHA**



Co-Sponsored by the Nebraska Association of School Boards
and the Nebraska Association of School Administrators



5020

Rights of Custodial and Non-Custodial Parents

The school district will honor the parental rights of natural and adoptive parents unless those rights have been altered by a court.

The term “custodial parent” refers to a biological or adoptive parent to whom a court has given primary physical and legal custody of a child, and a person such as a caseworker or foster parent to whom a court has given legal custody of a child.

The district will not restrict the access of custodial and non-custodial parents to their students and their students’ records, unless the district has been provided a copy of a court order that unambiguously prohibits access to the records or child by either parent. If the district is provided such a court order, school officials will follow the directives set forth in the order.

The district will provide the custodial parent with routine information about his or her child, including notification of conferences. The district will not provide the non-custodial parent with such information on a routine basis, but will provide it upon the non-custodial parent’s request unless it has been denied by the courts.

A non-custodial parent who wishes to attend conferences regarding his or her child will be provided information about conference times so both parents may attend a single conference. The district is not required to schedule separate conferences if both parents have been previously informed of scheduled conference times.

If either or both parents’ behavior is disruptive, staff members may terminate a conference and reschedule it with appropriate modifications or expectations.

Adopted on: December 21, 2016

Revised on:

Reviewed on: May 9, 2022

5039
Fundraising Activities

All fundraising activities shall require authorization by an administrator.

Adopted on: December 21, 2016

Revised on:

Reviewed on: May 9, 2022

5042

Bulletin Boards

Bulletin boards and other electronic publishing spaces of the district may be provided for the use of students and student organizations for purposes of notifications related to student activities and student groups. The following general limitations apply to all posting or publishing:

1. All postings must be approved by the appropriate building principal or designee. Students may not post any material containing any statement or expression that is libelous, obscene, or vulgar; that would violate board of education policies, including the student code of conduct; or that is otherwise inappropriate for the school environment.
2. All postings must identify the student or the student organization posting or publishing the notice.
3. Published material may be removed after a reasonable time.

Adopted on: December 21, 2016

Revised on:

Reviewed on: May 9, 2022

5043
School-Sponsored Publications

School-sponsored student publications and electronic media productions are part of the school district's instructional program. The board of education supports the development of student communication skills through school-sponsored newspapers, annuals, magazines, and electronic media including computer, video and digital productions.

Student publications and productions must conform to all good scholastic and professional journalistic standards. The board delegates to the superintendent of schools the right to prohibit dissemination of any school-sponsored publication or media production that does not conform to these standards, or which the superintendent or designee deems inappropriate for the school environment.

Adopted on: December 21, 2016

Revised on:

Reviewed on: May 9, 2022

5050
Reporting Related to Exempt (Home) Schools

Students in Nebraska may choose to be educated at an exempt (home) school that meets the requirements of statute and the Nebraska Department of Education.

Pursuant to state law, the school district's administration will inform the appropriate agency of the names of all students who are school age and known not to be in attendance at a public, private, parochial or denominational school that has met the requirements for legal operation prescribed in statute and the rules of the Nebraska Department of Education.

Adopted on: December 21, 2016

Revised on:

Reviewed on: May 9, 2022

5056
Free Expression by Students

The board of education recognizes that students do not shed their constitutional rights at the schoolhouse gate. However, the board of education is responsible for balancing those rights against its responsibility to provide a program of education for students in this district. The board is authorized to preserve order so that the system may function properly.

Students may not engage in any expressive conduct that causes a material and substantial disruption to the educational program; that is lewd, obscene, profane, defamatory, threatening or contains "fighting words;" that advocates the use of substances that are illegal to minors; that incites violence or constitutes a "true threat;" or that urges the violation of law or school rules. Violators will be disciplined in accordance with law and board policy.

Adopted on: December 21, 2016

Revised on:

Reviewed on: May 9, 2022

5064
Title Supplement, Not Supplant

The district will use Title I, Title II, Title IV, and any other funds subject to Supplement, Not Supplant requirements as required by law. The District will use said funds to Supplement, Not Supplant, state and local funds that would, in the absence of such funds, be spent on Title programs. The district will ensure that Title funds will not be used to provide services which otherwise take the place of public education services that are to be provided to all students.

The district maintains records of the professional development provided at the district level that is funded with Title funds. The Superintendent will ensure that professional development is aligned with the needs of the district's Title programs. Title professional development will not duplicate that which the district provides for non-Title purposes which, in the absence of Title funds, would be provided to all staff.

Adopted on: December 21, 2016

Revised on: July 10, 2023

Reviewed on: May 9, 2022



Nebraska City Public Schools

1700 14th Avenue, Nebraska City NE 68410 (402) 873-6033 www.nebcityps.org

Mark Fritch, Superintendent

Jason Hippen

Director of Student Services

Kate Sherwin

Coordinator of Engagement,
Curriculum and Instruction

Brian Hoover, Principal

Nebraska City High School

Ethan Pellatz, Principal

Nebraska City Middle School

Scot Davis, Principal

Hayward Elementary

Kris Kaiser, Principal

Northside Elementary

Nebraska City Public Schools Annual Financial Literacy Status Report October 14, 2024

Overview

In compliance with Nebraska State Statute 79-3004, also known as the Financial Literacy Act, Nebraska City Public Schools submits this annual report to the school board, outlining the district's financial literacy curriculum and student progress. While the course has been available to students for several years, beginning with the graduating class of 2024, Nebraska City High School now requires *Careers and Personal Finance*—a 5-credit, semester-long course focused on personal finance and financial literacy—as a graduation requirement. This course is currently offered to students during their sophomore year (10th grade).

Curricular Resources and Standards

- **Curriculum Resource:** Next Gen Personal Finance (NGPF), as recommended by the Nebraska Department of Education (NDE).
- **Standards Alignment:** The curriculum aligns with the National Standards for Personal Financial Education, ensuring a robust approach to preparing students with the necessary skills and knowledge for financial independence.

Student Achievement and Progress

The financial literacy program supports students' growth and readiness in personal financial management. Progress is assessed through a variety of tools, including projects, assessments, and practical applications that deepen students' understanding of key financial concepts.

Innovative Classroom Initiatives

To enhance student engagement and real-world understanding, several initiatives have been integrated into the program:

- **Classroom Economy:** An interactive system where students earn classroom currency for positive behavior and academic achievements. These earnings are used to simulate real-life financial responsibilities, such as paying taxes and purchasing rewards.
- **Investment Simulation:** Students participate in simulated stock and bond investments, gaining practical experience in understanding financial markets and investment strategies.
- **Future Development:** Plans are underway to expand the classroom economy system with QR code credit cards, modernizing the experience and providing students with a realistic financial learning environment.

"Inspiring a culture of excellence that engages all students in lifelong learning."

Partnership and Community Engagement

To further enrich the financial literacy curriculum, the program is seeking to partner with local community stakeholders, including banks and finance professionals. These partnerships will bring guest speakers and offer workshops that provide students with practical financial knowledge and skills directly from industry experts.

This report highlights Nebraska City Public Schools' dedication to delivering quality financial literacy education, ensuring students are well-prepared for their future financial responsibilities. Continued efforts to enhance the program through innovation and community collaboration will strengthen student outcomes.

“Inspiring a culture of excellence that engages all students in lifelong learning.”

School Year	English Language Arts	Mathematics	Science	Social Science	CPF/Computer Science	Fine Arts & Music	PE/Health
23-24		K-5 Implementation 6-12 Review & Adoption	K-5 Implementation		Review		
24-25	K-5 Review & Adoption	6-12 Implementation	6-12 Review & Adoption		Pilot & Adoption		
25-26	K-5 Implementation 6-12 Review & Adoption		6-12 Implementation	K-12 Review	Implementation		
26-27	6-12 Implementation			K-12 Adoption		Review	
27-28				K-12 Implementation		Adoption	Review
28-29		K-5 Review	K-5 Review			Implementation	Adoption
29-30		K-5 Adoption	K-5 Adoption				Implementation

Review = Adoption Process

Adoption = Year of Approval

Implementation = First Year of Use

6004

Curriculum Development

The board of education jealously guards its right, prerogative, and discretion to exercise local control of the curriculum development of the district to the greatest extent permitted by state and federal law, and has no intention of ceding such right, prerogative, or discretion.

The superintendent or his/her designee shall be responsible for providing and directing system-wide planning for curriculum, instruction, assessment and staff development.

The curriculum shall be standards-driven and accountability-based. The district's academic content standards shall be those required by the Nebraska State Board of Education in the subject areas of reading and writing (language arts), mathematics, and science only. The curriculum shall be articulated to include all programs and grade levels offered within the district, K-12 and, if applicable, shall include a preschool program. The curriculum shall reflect the comprehensive plan of the school district. All professional staff members are responsible for implementing the curriculum.

The superintendent or his/her designee will present this curriculum to the board for approval or modification.

The superintendent shall be responsible for establishing curriculum guides to articulate and coordinate the written curriculum, and to provide consistency of the written curriculum from one level of the district to the next. Curriculum guides shall provide for the development of the school district's curriculum and shall set academic standards, identify essential educational outcome criteria, and provide for the implementation, monitoring and evaluation of student learning.

Teachers are responsible for following the curriculum guides and teaching the written curriculum. Principals are responsible for monitoring the curriculum and evaluating teachers to ensure that they are teaching in compliance with the curriculum guides and written curriculum. The superintendent and his/her designee shall ensure that principals monitor the curriculum and evaluate teachers.

Curriculum and Textbook Adoption Schedule

The District will review curriculum and adopt associated curricular resources on the following schedule.

School Year	English Language Arts	Mathematics	Science	Social Science	CPF/Computer Science	Fine Arts & Music	PE/Health
23-24		K-5 Implementation 6-12 Review & Adoption	K-5 Implementation		Review		
24-25	K-12 Review	6-12 Implementation	6-12 Review & Adoption		Adoption		
25-26	K-12 Adoption		6-12 Implementation	K-12 Review	Implementation		
26-27	K-12 Implementation			K-12 Adoption		Review	
27-28				K-12 Implementation		Adoption	Review
28-29		K-5 Review	K-5 Review			Implementation	Adoption
29-30		K-5 Adoption	K-5 Adoption				Implementation

Review = Adoption Process
Adoption = Year of Approval
Implementation = First Year of Use

Adopted on: December 21, 2016

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

Reviewed on:

3022 Volunteers

Volunteers provide valuable assistance to school district staff and enrich the education program. Community members are encouraged to volunteer their services to the district under the conditions set forth below.

1. Volunteers must provide the district with directory information including their name, address, and telephone number.
2. Upon request by the district, volunteers must promptly execute a Volunteer Services Agreement.
3. The district may, but is not required to, conduct a criminal background check on any volunteer. A potential volunteer who refuses to undergo a background check will not be permitted to volunteer for the district.
4. Volunteers shall not perform the duties of a teacher as that term is defined in Nebraska statutes or regulations.
5. Volunteers do not have any property right in or to a volunteer assignment. The school district may deny or terminate a volunteer assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

Adopted on: November 14, 2016

Revised on: June 11, 2018

Reviewed on: November 14, 2022

3022.R1 Volunteers

Nebraska City Public Schools Volunteer Services Agreement

This volunteer services agreement, referred to herein as the "Agreement," is made by and between Nebraska City Public Schools, (School District 111), (the "District") and _____, (the "Volunteer").

The District agrees to allow the Volunteer to perform the duties of _____ and the Volunteer agrees to perform such duties subject to the terms and conditions set forth below.

1. **Purpose of the Agreement.** The purpose of this Agreement is to describe the conditions for a person who wishes to act as unpaid volunteer providing services to the District. This Agreement does not establish any employer-employee relationship between the parties.
2. **Nature of Relationship; Duties of Volunteer.** The Volunteer's provision of services to the District under this Agreement is charitable. The Volunteer's duties and services are subject to approval by the Superintendent or the Volunteer's supervisor. The Volunteer agrees at all times to perform all of his or her duties faithfully, industriously, as directed and to the best of his or her ability, experience and talents.
3. **Days and Hours of Service.** The Volunteer's days and hours of service shall be agreed upon and approved by the Superintendent or the Volunteer's supervisor.
4. **Compensation.** The Volunteer shall not receive any compensation for his/her services. District representatives have not made and shall not make any promises or inducements to the Volunteer for providing his/her services. Further, as the Volunteer is not an employee, the District will not provide him/her with unemployment compensation insurance, or any fringe benefits.
5. **Expense Reimbursement.** The District may reimburse the Volunteer for actual expenses which he/she incurs in providing services as long as the expenses were pre-approved by the Superintendent or the Volunteer's supervisor. Any expenses claimed that were not pre-approved may not be processed. All approved reimbursements will be processed using the District Reimbursement Guidelines outlined in Appendix A of the Staff Handbook.
6. **Policies, Rules and Regulations.** The Volunteer shall be governed by Board of Education policies, District's rules and regulations, and supervisors' directives. Board of Education policies and District rules and regulations may be changed at any time, with or without notice to the Volunteer.
7. **Termination of Services.** This Agreement creates no property right for the Volunteer. Either may terminate services, with or without cause and without a hearing, upon giving notice. The Superintendent may, act upon his or her own initiative; terminate the Volunteer's services and this Agreement. Such termination will be effective upon the date of the issuance of the notice. Provision or receipt of notice by the Superintendent shall be reduced to writing and attached to the District's copy of this Agreement.
8. **Background Check.** The Volunteer asserts that she or he has never been charged with or convicted of any misdemeanor involving moral turpitude or any felony, or has disclosed in writing to the District administration details about any such change or conviction. The Volunteer consents to, and agrees to cooperate fully in, any background check conducted by the District. This background check may include obtaining a report from a reporting agency that may include information concerning my criminal history.

By providing the information requested below and signing this Agreement, I consent to the District conducting a background check.

9. Mandatory Reporting. Volunteers are required to report to the Superintendent the next working day or the next scheduled time for volunteering any violation, arrest, charge, or ticket relating to abuse, neglect, or endangerment of a minor, or when a minor was allegedly a victim or a witness, or any crime relating to alleged violence, force, coercion, or any acts of sexual misconduct.

10. Confidential Information. The Volunteer may have access to certain student information while providing services under this Agreement. The Volunteer understands that state and federal law prohibits the disclosure of student records or information about students to any person other than the student's parents or the District's teachers, counselors, or administrators. The Volunteer understands that unauthorized access, use, disclosure, or modification of student records or confidential information will result in the immediate termination of this Agreement and may result in other consequences imposed by law.

11. Entirety of Agreement and Amendments. The Volunteer has read the entirety of this Agreement, fully understand in terms and conditions, and agrees that this Agreement constitutes the entire agreement, and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. This Agreement shall be subject to modifications only by a written instrument signed by the Volunteer and the Superintendent.

12. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Volunteer (Signature)

Superintendent or School Representative (Signature)

Date

Date

Name (Please Print)

Date of Birth

Address

Telephone Number

E-mail Address

Temporary Employment/Volunteer Agreement

To help ensure the safety of our students and staff members, any individual who is interested in accepting temporary employment or interested in serving in a voluntary, non-paid capacity with the Nebraska City Public Schools is asked to complete the following agreement.

By signing this document, I understand the district will conduct a background check with law enforcement agencies and the Nebraska Department of Health and Human Services upon receipt of this agreement. This information will be used for background screening purposes only and will not be used as hiring criteria.

I further understand that the results of my background check must be satisfactory to the district before accepting any temporary employment or agreeing to service in a voluntary, non-paid capacity with the Nebraska City Public Schools.

Applicant/Volunteer Printed Name

Applicant/Volunteer Signature

Signature of Witness

Adopted:

Reviewed:

Revised:

Snow Removal CRFP 2024-2025

Name Littleureux's Snow Removal / Sanding
Phone Home - 402-873-4943 Cell - 402-613-0452
Equipment 5 pickups with snow plows
Dump truck & loader & Sander
cost snow removal \$150 - per truck per hour
Salt & Sand Nebraska City High School - 750 -
North Side Elementary - 425 -
Hayward Elementary - 350 -
Nebraska City Middle School - 350 -
Central Offices - 400 -

Comments - When asked for extra salt & sand
anywhere cost will be accordingly.

	Project	Date Approved	
37,835	HS Gym HP211 Replacement		Fac Adv
23,308	HS Band Room HP New		Fac Adv
23,308	HS Choir Room HP New		Fac Adv
6,520	HS Room 003 HP Relocate		Fac Adv
17,924	HS Room 005 HP New		Fac Adv
16,468	HS Room 204 HP New		Fac Adv
125,363			



Proposal for



Nebraska City Public Schools

It's a great day to be a Pioneer!

High School
Band Room Heat Pump Replacement

September 23, 2024

Confidential & Proprietary Proposal

Mechanical Scope of Work: Replace Heat Pump for Band Room. Heat Pump orientation to be changed for better serviceability.

- Isolate electrical power, waterside piping and control wiring.
- Disconnect ducting, electrical wiring, control wiring, drain line and loop piping.
- Provide a material lift to remove unit and install if required.
- Remove existing heat pump from the ceiling.
- Provide and install new Daikin 5-ton single stage WSHP.
- New heat pump to come with BACnet card, room sensor, hose kit and motorized isolation valve.
- Relocate supports and hang unit for proper service access.
- Fabricate and install new ducting from heat pump location to existing supply and return ducting.
- Seal and insulate new ducting per code.
- Extend loop piping from existing mains and connect to new unit with all accessories.
- Install new hose kits with ball valves, strainer, flow regulator and motorized isolation valve to exiting loop.
- Install new drain trap with cleanout from heat pump to existing main.
- Connect electrical power wiring to new HP from existing disconnect. Relocate disconnect as required.
- Install BACnet communication card and room sensor.
- Provide mechanical permits if required.
- Startup and check operation of system.
- All labor, material and freight are included.

Control Scope of work:

- The new Heat Pump comes with a factory BACnet control card and room sensor.
- Customer to connect BACnet communications to new Heat Pump.

Exclusions:

- Any controls work/integration to be by customer.
- Ceiling tiles and grid to be removed and reinstalled by customer.
- Fire sprinkler heads or lines to be relocated by customer.
- A small lift is required to access building steel to install new supports for relocation of the units is to be provided by customer.
- Temporary HVAC equipment or rental equipment
- Water balancing or any other work other than proposed.

Note: Water balancing if required will require a separate proposal.

Clarifications:

- New Heat Pump has a 6-8 week lead time from factory at time of proposal.
- Includes a factory startup with a 1 year labor allowance and a 5 year extended compressor and refrigeration circuit warranty and 1 year parts.
- Work to be performed during normal working hours of 8:00 am thru 5:00 pm, Monday-Friday.
- Proposal does not include State and City sales tax.
- Proposal is valid for 30 days..

Pricing..... \$23,308

ACCEPTANCE:

**AGREEMENT IS SUBJECT TO CUSTOMER'S ACCEPTANCE OF THE ATTACHED TERMS AND CONDITIONS
AND IS VALID 30 DAYS FROM PROPOSAL DATE:**

<i>Dave Raymond</i>	
Customer Acceptance	Dave Raymond
Printed Name	Printed Name Principal
Title	Title
Purchase Order	9/23/2024
Acceptance Date	Signature Date

TERMS AND CONDITIONS

By accepting this proposal, purchaser agrees to be bound by the following terms and conditions.

1. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk.
2. **INVOICING & PAYMENTS:** Facility Advocates will invoice per the payment term listed in the pricing schedule. Waivers of lien, if applicable, will be furnished upon request, as the work progresses; to the extent payments are received. If our invoice is not paid within 30 days of its issuance, it is delinquent. Invoices not paid within 60 days will bear interest at the rate of 1 ½% per month (18% annum).
3. **WARRANTY:** Facility Advocates warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. Facility Advocates will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. Facility Advocates will assist purchaser in any warranty claims mad to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by Facility Advocates is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
4. **LIABILITY:** Facility Advocates shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
5. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes unless required by federal, state or local law. Purchaser shall pay in addition to the stated price, all taxes not legally required to be paid by Facility Advocates or, alternatively, shall provide Facility Advocates with acceptable tax exemption certificates. Facility Advocates shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **PERMITS & FEES:** The price of the proposal does not include any amount for local or state fees, permits, or drawings, unless otherwise indicated on the contract.
7. **DELAYS:** Facility Advocates shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Facility Advocates' control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the purchaser, owner or other contractors or delays caused by suppliers or subcontractors of FACILITY ADVOCATES, etc.
8. **COMPLIANCE WITH LAWS:** Facility Advocates shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. This proposal does not include the amount for local or state permit fees or drawings, unless otherwise specified.
9. **ATTORNEY'S FEES:** Purchaser agrees that they will pay and reimburse Facility Advocates for any and all reasonable attorney's fees which are incurred by Facility Advocates in the collection of amounts due and payable hereunder.
10. **INSURANCE:** Insurance coverage in excess of Facility Advocates' standard limits will be furnished when requested and required. No credit will be given or premium paid by Facility Advocates for insurance afforded by others.
11. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, expenses losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
12. **OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT:** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon Facility Advocates unless accepted by Facility Advocates in writing.
15. **LIEN NOTICE:** Upon acceptance of this proposal you will be sent the appropriate lien notice, if applicable. This lien notice will be for Facility Advocates' payment protect.



Proposal for



High School
Choir Room Heat Pump Replacement

September 23, 2024

Confidential & Proprietary Proposal

Mechanical Scope of Work: Replace Heat Pump for Choir Room. Heat Pump orientation to be changed for better serviceability.

- Isolate electrical power, waterside piping and control wiring.
- Disconnect ducting, electrical wiring, control wiring, drain line and loop piping.
- Provide a material lift to remove unit and install if required.
- Remove existing heat pump from the ceiling.
- Provide and install new Daikin 5-ton single stage WSHP.
- New heat pump to come with BACnet card, room sensor, hose kit and motorized isolation valve.
- Relocate supports and hang unit for proper service access.
- Fabricate and install new ducting from heat pump location to existing supply and return ducting.
- Seal and insulate new ducting per code.
- Extend loop piping from existing mains and connect to new unit with all accessories.
- Install new hose kits with ball valves, strainer, flow regulator and motorized isolation valve to exiting loop.
- Install new drain trap with cleanout from heat pump to existing main.
- Connect electrical power wiring to new HP from existing disconnect. Relocate disconnect as required.
- Install BACnet communication card and room sensor.
- Provide mechanical permits if required.
- Startup and check operation of system.
- All labor, material and freight are included.

Control Scope of work:

- The new Heat Pump comes with a factory BACnet control card and room sensor.
- Customer to connect BACnet communications to new Heat Pump.

Exclusions:

- Any controls work/integration to be by customer.
- Ceiling tiles and grid to be removed and reinstalled by customer.
- Fire sprinkler heads or lines to be relocated by customer.
- A small lift is required to access building steel to install new supports for relocation of the units is to be provided by customer.
- Temporary HVAC equipment or rental equipment
- Water balancing or any other work other than proposed.

Note: Water balancing if required will require a separate proposal.

Clarifications:

- New Heat Pump has a 6-8 week lead time from factory at time of proposal.
- Includes a factory startup with a 1 year labor allowance and a 5 year extended compressor and refrigeration circuit warranty and 1 year parts.
- Work to be performed during normal working hours of 8:00 am thru 5:00 pm, Monday-Friday.
- Proposal does not include State and City sales tax.
- Proposal is valid for 30 days..

Pricing..... \$23,308

ACCEPTANCE:

**AGREEMENT IS SUBJECT TO CUSTOMER'S ACCEPTANCE OF THE ATTACHED TERMS AND CONDITIONS
AND IS VALID 30 DAYS FROM PROPOSAL DATE:**

<i>Dave Raymond</i>	
Customer Acceptance	Dave Raymond
Printed Name	Printed Name Principal
Title	Title
Purchase Order	9/23/2024
Acceptance Date	Signature Date

TERMS AND CONDITIONS

By accepting this proposal, purchaser agrees to be bound by the following terms and conditions.

1. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk.
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3. **WARRANTY:** Facility Advocates warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. Facility Advocates will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. Facility Advocates will assist purchaser in any warranty claims mad to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by Facility Advocates is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
4. **LIABILITY:** Facility Advocates shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
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10. **INSURANCE:** Insurance coverage in excess of Facility Advocates' standard limits will be furnished when requested and required. No credit will be given or premium paid by Facility Advocates for insurance afforded by others.
11. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, expenses losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
12. **OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
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Proposal for



Nebraska City Public Schools

It's a great day to be a Pioneer!

High School
Gym HP-211 Replacement

September 19, 2024

Confidential & Proprietary Proposal

Mechanical Scope of Work: Replace Heat Pump 211 serving the GYM

- Isolate electrical power, waterside piping and open ceiling grid for removal of unit.
- Disconnect ducting, electrical wiring, control wiring, control wiring, drain line and piping.
- Provide a material lift to remove unit from its supports.
- Install new Daikin 10-ton 2 stage heat pump with new supports and vibration isolators.
- Fabricate and install new supply and return duct transitions from new unit to existing ducting.
- Seal and insulate ductwork and piping per building standards.
- Install new hose kits with ball valves, strainer, flow regulator and motorized isolation valve to exiting loop.
- Reconnect electrical wiring from disconnect switch to unit.
- Install new drain piping from unit to existing main with accessories per IOM.
- Install BACnet communication card and room sensor.
- Provide mechanical permits if required.
- Startup and check operation of system.
- All labor, material and freight are included.

Exclusions:

- Any controls work other than specified above is by the Customer.
- Removal and reinstallation of ceiling grid/tiles.
- Removal or relocation of fire sprinkler heads if required.
- Temporary HVAC equipment or rental equipment
- Water balancing or any other work other than proposed.

Note: Water balancing if required will require a separate proposal.

Clarifications:

- New Heat Pump is in stock at distributor at time of proposal. Normal lead time is 6-8 weeks.
- Includes a factory startup with a 1 year labor allowance and a 5 year extended compressor and refrigeration circuit warranty and 1 year parts.
- Work to be performed during normal working hours of 8:00 am thru 5:00 pm, Monday-Friday.
- Proposal does not include State and City sales tax.
- Proposal is valid for 30 days..

Pricing..... \$37,835

ACCEPTANCE:

**AGREEMENT IS SUBJECT TO CUSTOMER'S ACCEPTANCE OF THE ATTACHED TERMS AND CONDITIONS
AND IS VALID 30 DAYS FROM PROPOSAL DATE:**

<i>Dave Raymond</i>	
Customer Acceptance	Dave Raymond
Printed Name	Principal
Title	
Purchase Order	9/19/2024
Acceptance Date	Signature Date

TERMS AND CONDITIONS

By accepting this proposal, purchaser agrees to be bound by the following terms and conditions.

1. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk.
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3. **WARRANTY:** Facility Advocates warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. Facility Advocates will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. Facility Advocates will assist purchaser in any warranty claims mad to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by Facility Advocates is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
4. **LIABILITY:** Facility Advocates shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
5. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes unless required by federal, state or local law. Purchaser shall pay in addition to the stated price, all taxes not legally required to be paid by Facility Advocates or, alternatively, shall provide Facility Advocates with acceptable tax exemption certificates. Facility Advocates shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
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10. **INSURANCE:** Insurance coverage in excess of Facility Advocates' standard limits will be furnished when requested and required. No credit will be given or premium paid by Facility Advocates for insurance afforded by others.
11. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, expenses losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
12. **OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
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Proposal for



High School
Room 003 PC Lab Heat Pump Relocation

September 23, 2024

Confidential & Proprietary Proposal

Mechanical Scope of Work: Replacement of HP in RM003 PC Lab with HP removed from RM005. Remove existing ½ ton HP and replace with 1 ½ ton from RM005.

- Isolate electrical power, waterside piping and control wiring.
- Disconnect ducting, electrical wiring, control wiring, control wiring, drain line and piping.
- Demo exiting ½ ton and remove from site.
- Relocate supports for proper service access.
- Lift 1 ½ ton heat pump previously removed from RM005 and secure into place.
- Fabricate and install new ducting from heat pump location to exiting supply and return ducting.
- Seal and insulate new ducting per code.
- Extend loop piping from exiting mains and connect to new unit with all accessories.
- Install new drain trap with cleanout from heat pump to existing main drain.
- Connect electrical power wiring to new heat pump from exiting disconnect.
- Relocated disconnect as required.
- Startup heat pump per manufacturer specifications and check for proper operation.
- All labor, material and freight are included.

Control Scope of work:

- Reuse exiting Siemens controller on HP removed from RM005 and room sensor.
- Connect to exiting Siemens communications wiring.
- Check for proper operation.

Exclusions:

- Any controls work/integration to be by customer.
- Ceiling tiles and grid to be removed and reinstalled by customer.
- Fire sprinkler heads or lines to be relocated by customer.
- A small lift is required to access building steel to install new supports for relocation of the units is to be provided by customer.
- Temporary HVAC equipment or rental equipment
- Water balancing or any other work other than proposed.

Note: Water balancing if required will require a separate proposal.

Clarifications:

- One year warranty on installation.
- No equipment warranty.
- Proposal does not include State and City sales tax.
- Proposal is valid for 30 days..

Pricing..... \$6,520

ACCEPTANCE:

**AGREEMENT IS SUBJECT TO CUSTOMER'S ACCEPTANCE OF THE ATTACHED TERMS AND CONDITIONS
AND IS VALID 30 DAYS FROM PROPOSAL DATE:**

<i>Dave Raymond</i>	
Customer Acceptance	Dave Raymond
Printed Name	Printed Name Principal
Title	Title
Purchase Order	9/23/2024
Acceptance Date	Signature Date

TERMS AND CONDITIONS

By accepting this proposal, purchaser agrees to be bound by the following terms and conditions.

Confidential & Proprietary Proposal

1. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk.
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3. **WARRANTY:** Facility Advocates warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. Facility Advocates will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. Facility Advocates will assist purchaser in any warranty claims made to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by Facility Advocates is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. **THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
4. **LIABILITY:** Facility Advocates shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
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9. **ATTORNEY'S FEES:** Purchaser agrees that they will pay and reimburse Facility Advocates for any and all reasonable attorney's fees which are incurred by Facility Advocates in the collection of amounts due and payable hereunder.
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11. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, expenses losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
12. **OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
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Proposal for



High School
Room 005 Heat Pump Replacement

September 23, 2024

Confidential & Proprietary Proposal

Mechanical Scope of Work: Replace Heat Pump for RM 005 and save for relocation to RM 003 PC Lab.

- Isolate electrical power, waterside piping and control wiring.
- Disconnect ducting, electrical wiring, control wiring, drain line and loop piping.
- Provide a material lift to remove unit and install if required.
- Remove exiting heat pump from the ceiling.
- Provide and install new Daikin 2-ton 2 stage WSHP.
- New heat pump to come with BACnet card, room sensor, hose kit and motorized isolation valve.
- Relocate supports and hang unit for proper service access.
- Fabricate and install new ducting from heat pump location to existing supply and return ducting.
- Seal and insulate new ducting per code.
- Extend loop piping from existing mains and connect to new unit with all accessories.
- Install new hose kits with ball valves, strainer, flow regulator and motorized isolation valve to exiting loop.
- Install new drain trap with cleanout from heat pump to existing main.
- Connect electrical power wiring to new HP from existing disconnect. Relocate disconnect as required.
- Install BACnet communication card and room sensor.
- Provide mechanical permits if required.
- Startup and check operation of system per manufacturer specifications.
- All labor, material and freight are included.

Control Scope of work:

- The new Heat Pump comes with a factory BACnet control card and room sensor.
- Customer to connect BACnet communications to new Heat Pump.

Exclusions:

- Any controls work/integration to be by customer.
- Ceiling tiles and grid to be removed and reinstalled by customer.
- Fire sprinkler heads or lines to be relocated by customer.
- A small lift is required to access building steel to install new supports for relocation of the units is to be provided by customer.
- Temporary HVAC equipment or rental equipment
- Water balancing or any other work other than proposed.

Note: Water balancing if required will require a separate proposal.

Clarifications:

- New Heat Pump has a 6-8 week lead time from factory at time of proposal.
- Includes a factory startup with a 1 year labor allowance and a 5 year extended compressor and refrigeration circuit warranty and 1 year parts.
- Work to be performed during normal working hours of 8:00 am thru 5:00 pm, Monday-Friday.
- Proposal does not include State and City sales tax.
- Proposal is valid for 30 days..

Pricing..... \$17,924

ACCEPTANCE:

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AND IS VALID 30 DAYS FROM PROPOSAL DATE:**

<i>Dave Raymond</i>	
Customer Acceptance	Dave Raymond
Printed Name	Printed Name Principal
Title	Title
Purchase Order	9/23/2024
Acceptance Date	Signature Date

TERMS AND CONDITIONS

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1. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk.
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3. **WARRANTY:** Facility Advocates warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. Facility Advocates will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. Facility Advocates will assist purchaser in any warranty claims mad to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by Facility Advocates is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
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11. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, expenses losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
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Proposal for



High School
Room 204 Heat Pump Replacement

September 23, 2024

Confidential & Proprietary Proposal

Mechanical Scope of Work: Replace Heat Pump for RM 204.

- Isolate electrical power, waterside piping and control wiring.
- Disconnect ducting, electrical wiring, control wiring, drain line and loop piping.
- Provide a material lift to remove unit and install if required.
- Remove existing heat pump from the ceiling.
- Provide and install new Daikin 3-ton 2 stage WSHP.
- New heat pump to come with BACnet card, room sensor, hose kit and motorized isolation valve.
- Relocate supports and hang unit for proper service access.
- Fabricate and install new ducting from heat pump location to existing supply and return ducting.
- Seal and insulate new ducting per code.
- Extend loop piping from existing mains and connect to new unit with all accessories.
- Install new hose kits with ball valves, strainer, flow regulator and motorized isolation valve to exiting loop.
- Install new drain trap with cleanout from heat pump to existing main.
- Connect electrical power wiring to new HP from existing disconnect. Relocate disconnect as required.
- Install BACnet communication card and room sensor.
- Provide mechanical permits if required.
- Startup and check operation of system.
- All labor, material and freight are included.

Control Scope of work:

- The new Heat Pump comes with a factory BACnet control card and room sensor.
- Customer to connect BACnet communications to new Heat Pump.

Exclusions:

- Any controls work/integration to be by customer.
- Ceiling tiles and grid to be removed and reinstalled by customer.
- Fire sprinkler heads or lines to be relocated by customer.
- A small lift is required to access building steel to install new supports for relocation of the units is to be provided by customer.
- Temporary HVAC equipment or rental equipment
- Water balancing or any other work other than proposed.

Note: Water balancing if required will require a separate proposal.

Clarifications:

- New Heat Pump has a 6-8 week lead time from factory at time of proposal.
- Includes a factory startup with a 1 year labor allowance and a 5 year extended compressor and refrigeration circuit warranty and 1 year parts.
- Work to be performed during normal working hours of 8:00 am thru 5:00 pm, Monday-Friday.
- Proposal does not include State and City sales tax.
- Proposal is valid for 30 days..

Pricing..... \$16,468

ACCEPTANCE:

**AGREEMENT IS SUBJECT TO CUSTOMER'S ACCEPTANCE OF THE ATTACHED TERMS AND CONDITIONS
AND IS VALID 30 DAYS FROM PROPOSAL DATE:**

<i>Dave Raymond</i>	
Customer Acceptance	Dave Raymond
Printed Name	Printed Name Principal
Title	Title
Purchase Order	9/23/2024
Acceptance Date	Signature Date

TERMS AND CONDITIONS

By accepting this proposal, purchaser agrees to be bound by the following terms and conditions.

1. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk.
2. **INVOICING & PAYMENTS:** Facility Advocates will invoice per the payment term listed in the pricing schedule. Waivers of lien, if applicable, will be furnished upon request, as the work progresses; to the extent payments are received. If our invoice is not paid within 30 days of its issuance, it is delinquent. Invoices not paid within 60 days will bear interest at the rate of 1 ½% per month (18% annum).
3. **WARRANTY:** Facility Advocates warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. Facility Advocates will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. Facility Advocates will assist purchaser in any warranty claims mad to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by Facility Advocates is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
4. **LIABILITY:** Facility Advocates shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
5. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes unless required by federal, state or local law. Purchaser shall pay in addition to the stated price, all taxes not legally required to be paid by Facility Advocates or, alternatively, shall provide Facility Advocates with acceptable tax exemption certificates. Facility Advocates shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **PERMITS & FEES:** The price of the proposal does not include any amount for local or state fees, permits, or drawings, unless otherwise indicated on the contract.
7. **DELAYS:** Facility Advocates shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Facility Advocates' control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the purchaser, owner or other contractors or delays caused by suppliers or subcontractors of FACILITY ADVOCATES, etc.
8. **COMPLIANCE WITH LAWS:** Facility Advocates shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. This proposal does not include the amount for local or state permit fees or drawings, unless otherwise specified.
9. **ATTORNEY'S FEES:** Purchaser agrees that they will pay and reimburse Facility Advocates for any and all reasonable attorney's fees which are incurred by Facility Advocates in the collection of amounts due and payable hereunder.
10. **INSURANCE:** Insurance coverage in excess of Facility Advocates' standard limits will be furnished when requested and required. No credit will be given or premium paid by Facility Advocates for insurance afforded by others.
11. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, expenses losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
12. **OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT:** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon Facility Advocates unless accepted by Facility Advocates in writing.
15. **LIEN NOTICE:** Upon acceptance of this proposal you will be sent the appropriate lien notice, if applicable. This lien notice will be for Facility Advocates' payment protect.

10,568.49	10,568.49	HW Door 5 – Northwest		Omaha Door
10,165.38	10,165.38	HW Door - North Playground		Omaha Door
5,198	5,198	MS Door 7 - Boiler Room		Omaha Door
8,565	8,565	MS Door 9 - South Gym Entry		Omaha Door
8,565	8,565	MS Door 10 - East Gym Entry		Omaha Door
32,493.38				

PROPOSAL BY

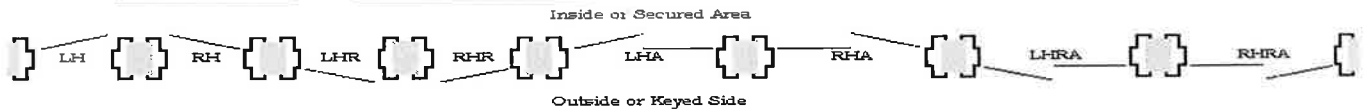


Date 9/17/2024

Hollow Metal Division
4770 "G" Street Omaha, Nebraska 68117-1489
Phone (402) 733-6440 · Fax (402) 952-8010
E-mail: hmetal@omahadoor.com · www.omahadoor.com

To : Nebraska City Public Schools
Address : 306 14 st
City : Nebraska City
State : NE Zip : 68410

Attention : Jenny
Phone : Fax :
Email : jgawart@nebcityps.org
Location : #5



quote to remove and install (1) entrance per attached drawing

- (2) Norton 1601 Closer with 690 Dark Bronze Finish
- (2) Reese 967D 3' 0" Brush Sweep with Dark Bronze Finish
- (1) Manko bronze med pair doors with rim panic, pull, lock , frame and 1" clear/loe tempered glass
- (30) Tubes of Caulk

* Tear Out Existing
* Install New Material
* No Keying Included (comes factory keyed)
No drywall, floor, ceiling, siding, electrical, security, structural, brick work or permits included

Total Installed
\$10,568.49

Tax Included

✓ **Leadtime on all installed orders 12-14 weeks after approval**

Payment Due Upon Completion

Accepted

Quote Valid 30 Days

(Must Sign & Return Copy)

Dan Shea - Cell: 402-680-7280

OMAHA DOOR & WINDOW CO., INC.



MANKO
WINDOW SYSTEMS INC.

3001 McKinley Avenue
Des Moines, IA 50321
Phone: 515-288-7427
Fax: 515-288-6968

Quote Date
9/16/2024

Page 4 of 4

Job Name : ne city school #5
Quoted To : Dan

Billing Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Phone: 402-733-6440
Fax: 402-952-8010

Delivery Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Elevation: A01

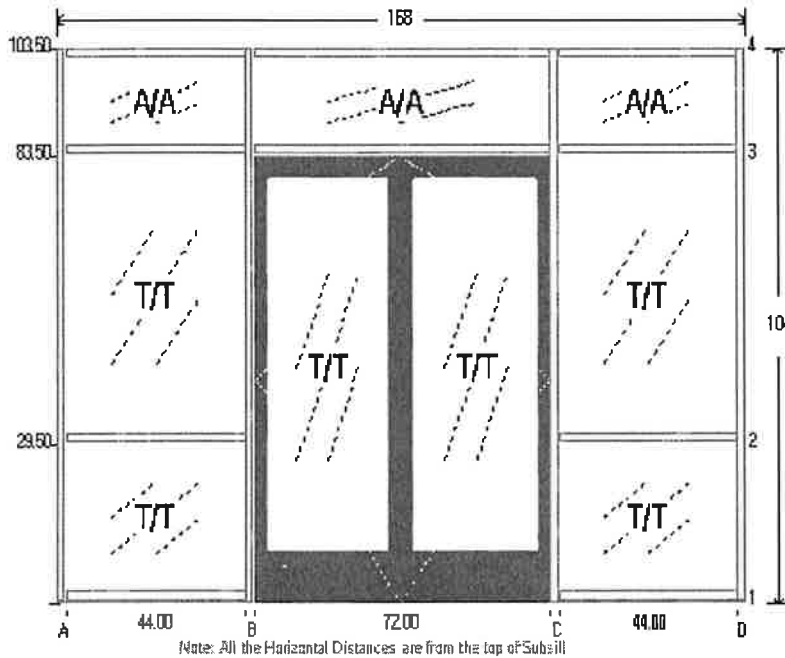
Qty: 1

Series: 2450CG

Finish: Bronze

Door Series: 135

Frame Series: 1450T




MANKO
WINDOW SYSTEMS INC.

3001 McKinley Avenue
Des Moines, IA 50321
Phone: 515-288-7427
Fax: 515-288-6968

Quote Date
9/16/2024

Page 1 of 4

Job Name : ne city school #5
Quoted To : Dan

Billing Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Phone: 402-733-6440
Fax: 402-952-8010

Delivery Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Entered By	Ship Via	Terms			Customer No.	Job Name		
Steve H.	Our Trucks	2% 10, Net 30			00-8699	ne city school #5		
Quantity	Description	Width	Height	#U/M Per PC	Price Per U/M	Price Per U	Total	Line Total

Store Front Elevation

1	1 : ELEVATION A01- 3LTS WIDE, 3LTS HIGH 2450CG, Bronze	168.00	104.00					
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Standard Store Front Door

1	Butt Hinge (Concealed Panics) 135 Series, Bronze 135-2205P-2 : 6-0 x 7-0 PR	72	84					
2	100-12260 : Add Butt Hinge							
2	100-12302 : Sub 1" Glass Stops							
2	100-20212 : Factory Doorlight Glazing							
2	100-12293 : Sub 10" Bottom Rail (1223)							

Standard Store Front Door Frame

1	Butt Hinge (Concealed Panics) Bronze 1450T-2205P-2 : 6-0 x 7-0 PR 1450T	76	104					
2	22-5002F-21 : Prep Frame for 4 1/2" x 4" Template Butt Hinge							

1" Insulated Glass

2	1/4" Soft Coat Low-E Clear SN-68 HT LE-T Tempered #2 1/2" Tri-Seal Black Air Spacer 1/4" Clear Tempered DSE + PIB Sealant	44 5/8	28 1/8					
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1" Insulated Glass

2	1/4" Soft Coat Low-E Clear SN-68 HT LE-T Tempered #2 1/2" Tri-Seal Black Air Spacer 1/4" Clear Tempered DSE + PIB Sealant	44 5/8	52 5/8					
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1" Insulated Glass

2	1/4" Soft Coat Low-E Clear SN-68 LE-A #2 1/2" Tri-Seal Black Air Spacer 1/4" Clear DSE + PIB Sealant	44 5/8	16 5/8					
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QUOTE # **W107696**

9/16/2024 9:02:05AM



MANKO
WINDOW SYSTEMS INC.

3001 McKinley Avenue
Des Moines, IA 50321
Phone: 515-288-7427
Fax: 515-288-6968

Quote Date
9/16/2024

Page 2 of 4

Job Name : ne city school #5
Quoted To : Dan

Billing Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Delivery Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Phone: 402-733-6440
Fax: 402-952-8010

Entered By		Ship Via		Terms			Customer No.		Job Name	
Steve H.		Our Trucks		2% 10, Net 30			00-8699		ne city school #5	
Quantity	Description			Width	Height	#U/M Per PC	Price Per U/M	Price Per U	Total	Line Total

1	1" Insulated Glass 1/4" Soft Coat Low-E Clear SN-68 LE-A #2 1/2" Tri-Seal Black Air Spacer 1/4" Clear DSE + PIB Sealant	72 5/8	16 5/8					
2	1" Insulated Glass 3/16" Soft Coat Low-E Clear SN-68HT LE-T Tempered #2 5/8" Tri-Seal Black Air Spacer 3/16" Clear Tempered DSE + PIB Sealant	27 3/4	68 13/16					
8	Other Products & Services weld doors							

Glass Energy Surcharge - IG

PROPOSAL BY

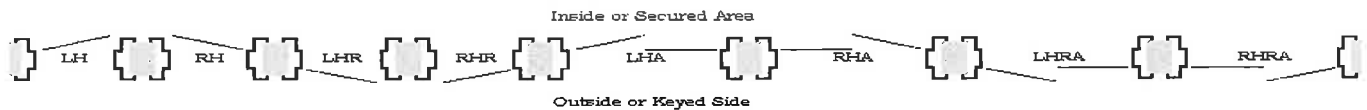


Date 9/17/2024

Hollow Metal Division
4770 "G" Street Omaha, Nebraska 68117-1489
Phone (402) 733-6440 • Fax (402) 952-8010
E-mail: hmetal@omahadoor.com • www.omahadoor.com

To : Nebraska City Public Schools
Address : 306 14 st
City : Nebraska City
State : NE Zip : 68410

Attention : Jenny
Phone : Fax :
Email : jgawart@nebcityps.org
Location : north playground entrance



quote to remove and install (1) entrance per attached drawing

- (2) Norton 1601 Closer with 690 Dark Bronze Finish
- (2) Reese 967D 3' 0" Brush Sweep with Dark Bronze Finish
- (1) Manko bronze med pair doors with rim panic, pull, lock , frame and 1" clear/loe tempered glass
- (30) Tubes of Caulk

* Tear Out Existing

* Install New Material

* No Keying Included (comes factory keyed)

No drywall, floor, ceiling, siding, electrical, security, structural, brick work or permits included

Total Installed
\$10,165.38

Tax Included

✓ Leadtime on all installed orders 12-14 weeks after approval

Payment Due Upon Completion

Accepted

Quote Valid 30 Days

(Must Sign & Return Copy)

Dan Shea - Cell: 402-680-7280

OMAHA DOOR & WINDOW CO., INC.

**MANKO**
WINDOW SYSTEMS INC.3001 McKinley Avenue
Des Moines, IA 50321
Phone: 515-288-7427
Fax: 515-288-6968Quote Date
9/16/2024

Page 4 of 4

Job Name : ne city North
Quoted To : Dan

Billing Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117Phone: 402-733-6440
Fax: 402-952-8010

Delivery Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Elevation: A01

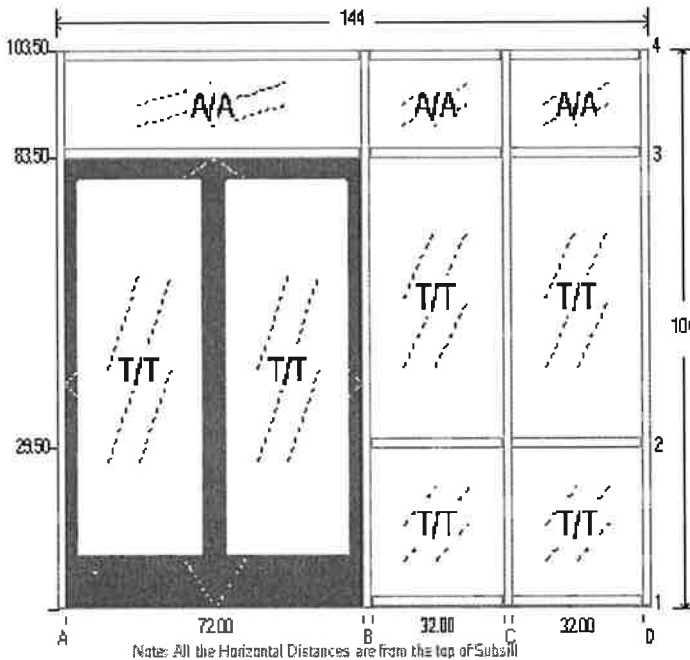
Qty: 1

Series: 2450CG

Finish: Bronze

Door Series: 135

Frame Series: 1450T




MANKO
 WINDOW SYSTEMS INC.

 3001 McKinley Avenue
 Des Moines, IA 50321
 Phone: 515-288-7427
 Fax: 515-288-6968

 Quote Date
 9/16/2024

Page 1 of 4

 Job Name : ne city North
 Quoted To : Dan

Billing Address:

 Omaha Door & Window Co., Inc.
 4770 G Street
 Omaha NE 68117

 Phone: 402-733-6440
 Fax: 402-952-8010

Delivery Address:

 Omaha Door & Window Co., Inc.
 4770 G Street
 Omaha NE 68117

Entered By	Ship Via	Terms			Customer No.	Job Name		
Steve H.	Our Trucks	2% 10, Net 30			00-8699	ne city North		
Quantity	Description	Width	Height	#U/M Per PC	Price Per U/M	Price Per U	Total	Line Total

	Store Front Elevation		
1	1 : ELEVATION A01- 3LTS WIDE, 3LTS HIGH 2450CG, Bronze	144.00	104.00

	Standard Store Front Door		
1	Butt Hinge (Concealed Panics) 135 Series, Bronze 135-2205P-2 : 6-0 x 7-0 PR	72	84
2	100-12260 : Add Butt Hinge		
2	100-12302 : Sub 1" Glass Stops		
2	100-20212 : Factory Doorlight Glazing		
2	100-12293 : Sub 10" Bottom Rail (1223)		

	Standard Store Front Door Frame		
1	Butt Hinge (Concealed Panics) Bronze 1450T-2205P-2 : 6-0 x 7-0 PR 1450T	76	104
2	22-5002F-21 : Prep Frame for 4 1/2" x 4" Template Butt Hinge		

	1" Insulated Glass		
1	1/4" Soft Coat Low-E Clear SN-68 LE-A #2 1/2" Tri-Seal Black Air Spacer 1/4" Clear DSE + PIB Sealant	72 5/8	16 5/8

	1" Insulated Glass		
2	1/4" Soft Coat Low-E Clear SN-68 HT LE-T Tempered #2 1/2" Tri-Seal Black Air Spacer 1/4" Clear Tempered DSE + PIB Sealant	32 5/8	28 1/8

	1" Insulated Glass		
2	1/4" Soft Coat Low-E Clear SN-68 HT LE-T Tempered #2 1/2" Tri-Seal Black Air Spacer 1/4" Clear Tempered DSE + PIB Sealant	32 5/8	52 5/8

QUOTE # **W107699**

9/16/2024 9:21:19AM



MANKO
WINDOW SYSTEMS INC.

3001 McKinley Avenue
Des Moines, IA 50321
Phone: 515-288-7427
Fax: 515-288-6968

Quote Date
9/16/2024

Page 2 of 4

Job Name : ne city North
Quoted To : Dan

Billing Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Delivery Address:

Omaha Door & Window Co., Inc.
4770 G Street
Omaha NE 68117

Entered By		Ship Via		Terms			Customer No.		Job Name	
Steve H.		Our Trucks		2% 10, Net 30			00-8699		ne city North	
Quantity	Description			Width	Height	#U/M Per PC	Price Per U/M	Price Per U	Total	Line Total

	1" Insulated Glass							
2	1/4" Soft Coat Low-E Clear SN-68 LE-A #2 1/2" Tri-Seal Black Air Spacer 1/4" Clear DSE + PIB Sealant	32 5/8	16 5/8					
	1" Insulated Glass							
2	3/16" Soft Coat Low-E Clear SN-68HT LE-T Tempered #2 5/8" Tri-Seal Black Air Spacer 3/16" Clear Tempered DSE + PIB Sealant	27 3/4	68 13/16					
	Other Products & Services							
8	weld doors							

Glass Energy Surcharge - IG

PROPOSAL BY



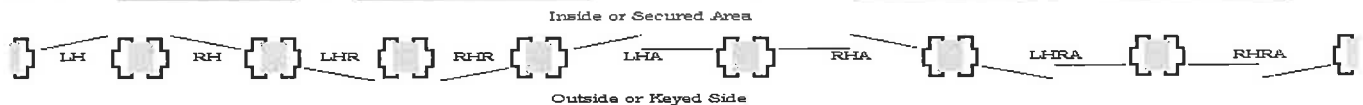
Date 9/13/2024

QUOTE # 091324-2
CUST# 320349
PO#

4770 "G" Street Omaha, Nebraska 68117-1489
Phone (402) 733-6440 · Fax (402) 952-8010
E-mail: hmetal@omahadoor.com · www.omahadoor.com

To : NE CITY PUBLIC SCHOOLS
Address : 215 N 12 ST
City : NE CITY
State : NE Zip : 68410

Attention : JENNY GAWART
Phone : 402-209-1862 Fax :
Email : jgawart@nebcityps.org
Location : DOOR 7 PAIR BOILER ROOM



SUPPLY / WILL CALL

- (1) NORTON 7500 689 CLOSER, 14200-00011
- (1) CECO LP 68" X84" PAIR OF STEEL DOORS 16 GAUGE GALVANIZED PRIMED
- (2) H5300 83" CLEAR CONTINUOUS HINGE 13500-00000
- (1) YALE D112 626 DEADBOLT
- (1) 202C X 203C X 96" INTERLOCKING RAIN DRIP
- (1) 855C 6070 WEATHERSTRIP SET X TEK
- (2) 967C 36" SWEEPS 14306-00003
- (2) 555 US26D FLUSHBOLTS 14262-00012A
- (1) CAULK

* Tear Out Existing
* Install New Material
* No Painting Included
REUSE FRAME, LOCKSET

JOB ADDRESS:
NEBRASKA CITY MIDDLE SCHOOL
909 1ST CORSO
NEBRASKA CITY, NE 68410

Total Installed
\$5,198.00

PLUS TAX IF APPLICABLE

Payment Due Upon Completion

Accepted _____
Quote Valid 30 Days (Must Sign & Return Copy)

Mike Cech - Phone: 402-740-4840

OMAHA DOOR & WINDOW CO., INC.

PROPOSAL BY



Date 9/13/2024

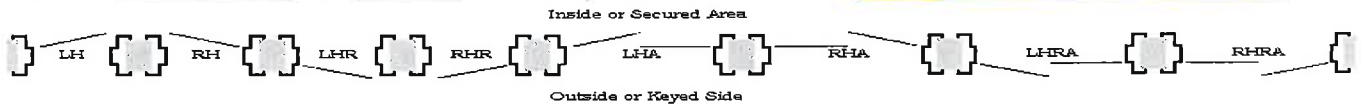
QUOTE # 32420-1
CUST# 320349
PO#

Hollow Metal Division

4770 "G" Street Omaha, Nebraska 68117-1489
Phone (402) 733-6440 · Fax (402) 952-8010
E-mail: hmetal@omahadoor.com · www.omahadoor.com

To : NE CITY PUBLIC SCHOOLS
Address : 215 N 12 ST
City : NE CITY
State : NE Zip : 68410

Attention : JENNY GAWART
Phone : 402-209-1862 Fax :
Email : jgawart@nebcityps.org
Location : DOOR 9 PAIR, S GYM ENTRY



SUPPLY / WILL CALL

- (2) NORTON 7500 689 CLOSER, 14200-00011
- (1) CECO LP 7070 PAIR OF STEEL DOORS
- (2) H5300 83" CLEAR CONTINUOUS HINGE 13500-00000
- (2) HAGER 4501 CVR 4070 EXIT ONLY US26D EXIT DEVICES
- (1) 954C X 954C X 84" MEETING STYLE ASTRAGAL SET
- (1) 202C X 203C X 96" INTERLOCKING RAIN DRIP
- (1) 855C 7070 WEATHERSTRIP SET X TEK
- (1) 428A 96" THRESHOLD
- (2) 967C 48" SWEEPS
- (2) 41" X 28" US32D TEK ARMOR PLATES
- (1) CAULK

* Tear Out Existing
* Install New Material
* No Painting Included
REUSE FRAME

JOB ADDRESS:
NEBRASKA CITY MIDDLE SCHOOL
909 1ST CORSO
NEBRASKA CITY, NE 68410

Total Installed
\$8,565.00

PLUS TAX IF APPLICABLE

Payment Due Upon Completion

Accepted _____
Quote Valid 30 Days (Must Sign & Return Copy)

Mike Cech - Phone: 402-740-4840

OMAHA DOOR & WINDOW CO., INC.

PROPOSAL BY



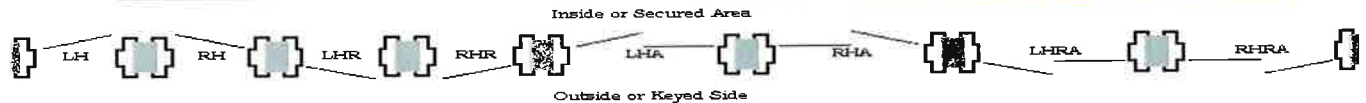
Date 10/11/2024

QUOTE # 32420-1
CUST# 320349
PO#

4770 "G" Street Omaha, Nebraska 68117-1489
Phone (402) 733-6440 · Fax (402) 952-8010
E-mail: hmetal@omahadoor.com · www.omahadoor.com

To : **NE CITY PUBLIC SCHOOLS**
Address : **215 N 12 ST**
City : **NE CITY**
State : **NE** Zip : **68410**

Attention : **JENNY GAWART**
Phone : **402-209-1862** Fax :
Email : **jgawart@nebcityps.org**
Location : **DOOR 10 PAIR, S GYM ENTRY**



SUPPLY / WILL CALL

- (2) NORTON 7500 689 CLOSER, 14200-00011
- (1) CECO LP 7070 PAIR OF STEEL DOORS
- (2) H5300 83" CLEAR CONTINUOUS HINGE 13500-00000
- (2) HAGER 4501 CVR 4070 EXIT ONLY US26D EXIT DEVICES
- (1) 954C X 954C X 84" MEETING STYLE ASTRAGAL SET
- (1) 202C X 203C X 96" INTERLOCKING RAIN DRIP
- (1) 855C 7070 WEATHERSTRIP SET X TEK
- (1) 428A 96" THRESHOLD
- (2) 967C 48" SWEEPS
- (2) 41" X 28" US32D TEK ARMOR PLATES
- (1) CAULK

* Tear Out Existing
* Install New Material
* No Painting Included
REUSE FRAME

JOB ADDRESS:
NEBRASKA CITY MIDDLE SCHOOL
909 1ST CORSO
NEBRASKA CITY, NE 68410

Total Installed
\$8,565.00

PLUS TAX IF APPLICABLE

Payment Due Upon Completion

Accepted _____
Quote Valid 30 Days (Must Sign & Return Copy)

Mike Cech - Phone: 402-740-4840

OMAHA DOOR & WINDOW CO., INC.



Johnson Fitness & Wellness

Dave King (4422)
4511 South 119th Circle
Omaha, NE 68137
Phone: (402) 515-4427
Fax: () -
Email: dave.king@johnsonfit.com

Quote

Quote Order **243-002419**

Date **09/17/24**

Ship To Information

Nebraska City High School

Mark Fritch
141 Steinhart Park Road
Nebraska City, NE 68410

Home: (402) 873-6033 Work: (402) 873-3360

Email: mfritch@nebcityps.org

Bill To Information

Nebraska City High School

Mark Fritch
141 Steinhart Park Road
Nebraska City, NE 68410

Home: (402) 873-6033 Work: (402) 873-3360

Email: mfritch@nebcityps.org

Expiration Date: 11/29/2024

Terms: Net 30 Days

Qty	SKU	Description	Delivery Method	Tax	Your Price	Ext. Price
8	MG-MX690	<u>Matrix Magnum MX 8' Half Rack w Blank Crossbar</u>	Deliver	☐	\$2,517.12	\$20,136.96
		Includes Safeties, J-hooks & 4"x3" - 7-ga. Steel		☐		
8	MPR0157-273	<u>Matrix XULT Bar Storage (1 bar)</u>	Deliver	☐	\$64.15	\$513.20
8	MG-MXO20	<u>Matrix Magnum MX Band Storage (pair)</u>	Deliver	☐	\$27.49	\$219.92
8	MXO7-02	<u>Matrix MX Angled Lat Bar Grips Pull-up Attachment</u>	Deliver	☐	\$180.23	\$1,441.84
8	XR27C-4	<u>Matrix MX 12" Weight Storage Horn: 4-Pack</u>	Deliver	☐	\$253.54	\$2,028.32
2	MG-XR27CS	<u>Matrix Magnum 6" Weight Storage Horn</u>	Deliver	☐	\$63.40	\$126.80
				☐		
8	VY-D85A	<u>Matrix Varsity Multi-adjustable Bench (NO DECLINE)</u>	Deliver	☐	\$939.34	\$7,514.72
8	VY-D85AK-02	<u>Matrix Varsity VY-D85A Kickstand</u>	Deliver	☐	\$90.86	\$726.88
				☐		
4	MG-MXO64	<u>Matrix MX 70" Nameplate w/Pull-ups & Custom Decal</u>	Deliver	☐	\$933.23	\$3,732.92
4	MPR0144-273	<u>Matrix 70" Connecting Bumper Storage Rack</u>	Deliver	☐	\$282.56	\$1,130.24
12	MPR0188-273	<u>Matrix 70" Connecting DB/KB/Ball Storage Shelf</u>	Deliver	☐	\$329.91	\$3,958.92
24	MPR0145-273	<u>Matrix Connecting Shelf Bracket -single w hardware</u>	Deliver	☐	\$33.60	\$806.40
				☐		
2	VY-D96	<u>Matrix Varsity Series Glute Ham Bench</u>	Deliver	☐	\$1,603.75	\$3,207.50
				☐		
1	MG-MPC-02	<u>Matrix/Magnum MG Mininum Custom Paint Charge</u>	Deliver	☐	\$400.00	\$400.00
		Frame Color:		☐		
		Upholstery Deep Violet:		☐		
				☐		
8	SB-ZPE46DR	<u>Solid Bar Midwest Power Bar (45lb) Zinc Finish</u>	Deliver	☐	\$290.20	\$2,321.60
3	SB-MH	<u>Solid Bar Mega Hex w 13" sleeves (75lb)</u>	Deliver	☐	\$427.67	\$1,283.01

Qty	SKU	Description	Delivery Method	Tax	Your Price	Ext. Price
				☐		
16	VFW-BP10	<u>Vision Fitness 10lb Bumper Plate</u>	Deliver	☐	\$24.62	\$393.92
16	VFW-BP25	<u>Vision Fitness 25lb Bumper Plate</u>	Deliver	☐	\$42.31	\$676.96
16	VFW-BP45	<u>Vision Fitness 45lb Bumper Plate</u>	Deliver	☐	\$72.69	\$1,163.04
1	VFW-Logo-Plate	<u>Vision Fitness Custom Logo - Plate</u>	Deliver	☐	\$500.00	\$500.00
8	VFW-BC	<u>Vision Fitness Barbell Collar (Pair)</u>	Deliver	☐	\$33.08	\$264.64
				☐		
4	VFW-RBHX-5-50	<u>Vision Fitness Rubber Hex Dumbbell 5-50lb Set</u>	Deliver	☐	\$719.23	\$2,876.92
1	VFW-RBHX-55-100	<u>Vision Fitness Rubber Hex Dumbbell 55-100lb Set</u>	Deliver	☐	\$2,026.92	\$2,026.92
				☐		
2	HF-HD-4000	<u>Hoist Simple Functional Trainer</u>	Deliver	☐	\$5,345.06	\$10,690.12
2	FU-F-SRBASE	<u>Force USA Base Accessory Storage Rack</u>	Deliver	☐	\$198.56	\$397.12
4	026-01x3658	<u>Hoist Tricep Rope Handle</u>	Deliver	☐	\$72.39	\$289.56
4	026-01X7110	<u>Hoist Dual-Attach Alum Long Bar w/Square D-Ring</u>	Deliver	☐	\$90.72	\$362.88
4	026-01X1119	<u>Hoist Aluminum Lat Bar</u>	Deliver	☐	\$90.72	\$362.88
4	026-01X1118	<u>Hoist Aluminum Curl / Low Row Bar</u>	Deliver	☐	\$54.06	\$216.24
4	FM-GZ5109-06	<u>FREE MOTION QUAD ATTACHMENT FOR FUNCTIONAL TRAINER</u>	Deliver	☐	\$100.00	\$400.00
4	FM-GZ5109-07	<u>FREE MOTION HAMSTRING ATTACHMENT FOR FUNCT TRAINER</u>	Deliver	☐	\$62.00	\$248.00
				☐		
8	FMRIP19	<u>Freemotion Rip 60 Club Suspension Training Strap</u>	Deliver	☐	\$127.26	\$1,018.08
				☐		
16	AB-BND-Light	<u>Am. Barbell Light Strength Band (30-50lbs) Green</u>	Deliver	☐	\$20.62	\$329.92
16	AB-BND-Ave	<u>Am. Barbell Avg Strength Band (60-85lbs) Black</u>	Deliver	☐	\$25.97	\$415.52
16	AB-BND-Strong	<u>Am Barbell Strong Strength Band (80-100lbs) Purple</u>	Deliver	☐	\$31.31	\$500.96
				☐		
4	ABB-ROPE2-50-1.5	<u>American Barbell 50' L x 1.5" diam Battle Rope</u>	Deliver	☐	\$259.65	\$1,038.60
4	ABB-ROPE2-50-2	<u>American Barbell 50' L x 2" diam Battle Rope</u>	Deliver	☐	\$297.84	\$1,191.36
				☐		
16	PS-80233	<u>Power Systems High Density Foam Roller 12"x6"</u>	Deliver	☐	\$16.70	\$267.20
8	PS-80755_	<u>Power Systems 65cm VersaBall Pro - Black</u>	Deliver	☐	\$41.24	\$329.92
				☐		
		**These Trade-in Credits are Based on the		☐		
		purchase of a minimum (8) Half-racks + (8) Benches		☐		
				☐		
1		<u>TRADE IN (4) Pro Star Half-Racks w Benches (white)</u>	Deliver	☐	\$800.00	\$800.00
		4 x -\$200 ea. = (-\$800.00) Credit		☐		
1		<u>TRADE IN (2) Pro Star Adjustable Benches (white)</u>	Deliver	☐	\$100.00	\$100.00
		2 x -\$50 ea. = (-\$100.00) Credit		☐		
1		<u>TRADE IN (4) Pro Star FID Benches (silver)</u>	Deliver	☐	\$300.00	\$300.00
		4 x -\$75 ea. = (-\$300.00) Credit		☐		

Qty	SKU	Description	Delivery Method	Tax	Your Price	Ext. Price
1		TRADE IN (2) Pro Star Double Half-Racks (silver)	Deliver	☐	\$750.00	\$750.00
		2 x \$375 ea = (-\$750.00) Credit		☐		
				☐		
1		Install Labor	Deliver	☐	\$6,566.00	\$6,566.00
		Delivery, Assembly & Haul-away		☐		

Special Instructions:			Item Total:	\$80,125.99
(8) MX Nameplate Connected Half Racks Package rev. 2			Tax:	\$0.00
MG-MPC-02 Matrix/Magnum MG Mininum Custom Paint Charge (MAS0799-05)			TOTAL:	\$80,125.99
\$500.00 \$400.00				

Standard Terms and Conditions

1. All orders must be prepaid before shipment without approved credit.
2. These prices are subject to change after 30 days from document date.
3. There will be a 1.5% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
4. Any changes on orders must be made within 7 days after the order is accepted.
5. Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes avoidable or beyond our control.
6. Buyer agrees to promptly file claim for all goods damaged in transit.
7. There will be a 25-35% restocking charge on merchandise ordered but not accepted. Special orders are not refundable. Delivery, Set-Up and Freight charges will not be refunded.
8. A Preventative Maintenance Agreement is available for all equipment.
9. Equipment lease is available with approved credit.
10. All unit prices are F.O.B. manufacturer.
11. Products purchased without commercial warranties that are placed in non-residential settings void manufacturer's warranty. All repair costs are customers responsibility.

Please send check payments to:

DBA Johnson Fitness & Wellness

1600 Landmark Drive

Cottage Grove, WI 53527

Acceptance of Proposal:

These prices, specifications and conditions are satisfactory and are hereby accepted.

I am authorized to order the listed equipment with full understanding
of the payment terms.

Authorized Signature: _____

Print Name: _____

P.O. Number: _____

Date of Acceptance: _____

www.johnsonfit.com/commercial



BALLOT

Legislation Committee Member #12

Please vote for one of the following:

- _____ Gary Kubicek, Norris
- _____ Jeremey Shuey, Plattsmouth

School Name: _____

Signature of Board President: _____

Please return this ballot by October 31st, 2024 to:

Via email at shorky@nasbonline.org

OR

Nebraska Association of School Boards
Sallie Horky, Chief Operating Officer
1311 Stockwell Street, Lincoln, NE 68502

**BOARD OF EDUCATION OF
OTOE COUNTY SCHOOL DISTRICT 111**

**RESOLUTION NO. _____
AUTHORIZING AND APPROVING THE
AMENDMENT AND RESTATEMENT OF THE
BYLAWS OF THE NEBRASKA CITY PUBLIC SCHOOLS FOUNDATION
AND MATTERS RELATING TO ITS BOARD OF DIRECTORS**

RECITALS

A. The Nebraska City Public Schools Foundation, a Nebraska nonprofit corporation (the “Foundation”), is a charitable organization formed for purposes including the receipt and administration of funds for purposes related to the students and faculty of Otoe County School District 111 (the “District”). The Foundation’s present Bylaws require the Board of Education’s approval of any amendments.

B. The Board of Education desires to approve the Amended and Restated Bylaws of Foundation attached as Exhibit A, and, for the avoidance of doubt, to document its agreement that its approval will result in a change in the composition of the Board of Trustees of the Foundation (the “Foundation Board”) and the terms of its members.

C. The Amended and Restated Bylaws approved by this Resolution provide for the Board of Education to appoint a School District Liaison as a non-voting member of the Foundation Board, and the Board of Education desires to make a corresponding appointment.

RESOLUTIONS

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves the Amended and Restated Bylaws of the Foundation attached as Exhibit A.

FURTHER RESOLVED, that the Board of Education acknowledges and agrees that the preceding approval together with actions previously taken by the Foundation Board results in the Foundation’s Board being comprised of the following voting Trustees serving for the terms indicated, whose successors shall be chosen by the Foundation Board:

RoJean Earhart	-	Term Expiring at the Foundation’s Annual Meeting in 2026
Debby Chesterman	-	Term Expiring at the Foundation’s Annual Meeting in 2026
Bunny Shahnholtz	-	Term Expiring at the Foundation’s Annual Meeting in 2026
Lyn Kohrs	-	Term Expiring at the Foundation’s Annual Meeting in 2028
Jeff Fields	-	Term Expiring at the Foundation’s Annual Meeting in 2028

An additional Director to be elected by the Foundation Board, for a term expiring at the Foundation’s Annual Meeting in 2028

FURTHER RESOLVED, that the Superintendent of the School District shall continue to serve as a non-voting member of the Foundation Board, and _____ is hereby appointed to serve as the School District Liaison to the Foundation Board.

FURTHER RESOLVED, that the Board of Education hereby accepts the resignation or approves removal, as applicable, of current Foundation Board members other than those persons listed above.

(Certificate follows.)

CERTIFICATION

The undersigned hereby certify that the foregoing resolutions were duly adopted by the Board of Education of Otoe County School District at its meeting on October ____, 2024 and such resolutions have not been altered, amended or repealed.

Mark Fritch, Secretary

Jim Nemec, Chair

EXHIBIT A

AMENDED AND RESTATED BYLAWS
OF THE
NEBRASKA CITY PUBLIC SCHOOLS FOUNDATION

AMENDED AND RESTATED BYLAWS OF THE NEBRASKA CITY PUBLIC SCHOOLS FOUNDATION

The Bylaws of the Nebraska City Public Schools Foundation (the “**Foundation**”) are hereby amended and restated to provide as follows:

1. Nature, Purposes, and Limitations.

1.1. Purposes. The purposes of the Foundation are:

- 1.1.1.** To receive and administer funds for educational, scientific, and charitable purposes related to students and faculty of Otoe County School District 111, a Nebraska public school district (the “**School District**”).
- 1.1.2.** To engage in such other activities and programs as the Board of Trustees (the “**Foundation Board**”) may determine to be in the best interests of the Foundation in furtherance of purposes permissible under Section 501(c)(3) of the Internal Revenue Code or the corresponding version of any future federal tax code (the “**Code**”).

1.2. Prohibition of Activities Inconsistent with Exemption. Notwithstanding any other provision of these Bylaws, the Foundation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Code Section 501(c)(3), or a corporation, contributions to which are deductible under Code Section 170(c)(2). No Trustee, officer, employee or representative of the Foundation shall take any action or carry on any activity by or on behalf of the Foundation not permitted to be taken or carried on by a corporation exempt under the provisions of Code Section 501(c)(3).

1.3. Prohibition Against Sharing in Corporate Earnings. The Foundation shall not lend money to nor guarantee the obligation of any Trustee or officer. No Trustee, officer, or employee of, or member of a committee of, or person connected with the Foundation, or any other private individual, shall receive any of the net earnings or pecuniary profit from the operations of the Foundation. However, the prohibition on sharing in the Foundation’s net earnings or pecuniary profit does not prevent the payment to any person of reasonable compensation for services rendered to or for the Foundation. Similarly, the prohibition does not prevent reimbursement of reasonable expenses incurred on behalf of the Foundation, or incurred in carrying out the Foundation’s operations.

2. Offices.

2.1. Principal Office. The principal office of the Foundation in the State of Nebraska will be located in Nebraska City, Nebraska. The Foundation may have such other offices as the Foundation Board may determine or as the affairs of the Foundation may require.

- 2.2. Registered Office.** The Foundation will have and continuously maintain a registered office, and a registered agent whose office is identical with the registered office. The registered office may be, but need not be, identical with the principal office. The registered agent or office may be changed from time to time by the Foundation Board or the President.

3. General Matters.

- 3.1. Manner of Meeting.** Trustees or members of a committee may participate in meetings of the Foundation Board or of a committee by any means of communication by which all persons participating may simultaneously hear one another (for example, by conference telephone or videoconference). Participation by such means remains subject to the other provisions of these Bylaws, and constitutes presence in person at the meeting for all purposes.
- 3.2. Electronic Communications.** “Written” or “in writing” means that words have been reduced to a form capable of transmission in tangible form such as through the mail, or in electronic form such as email.
- 3.3. Computing a Majority.** A “majority” means more than half. Accordingly, for example, a majority of the nine voting Trustees equals five voting Trustees.
- 3.4. Rules of Order.** The Foundation Board or a committee may adopt standing rules of order, or rules of order as set forth in a parliamentary authority, such as Robert’s Rules of Order, to govern their respective meetings. Unless such rules of order have been expressly adopted, the body may conduct its meeting in any reasonable manner. The person presiding over a meeting shall determine the manner of conducting that meeting unless those present at the meeting determine by majority vote to adopt rules of order.
- 3.5. Waiver of Notice.** A person who attends a meeting waives any required notice unless they object to the lack of notice at the start of the meeting, or before the vote on any action not noticed as required and do not vote for or assent to the objected action. In addition, a person entitled to notice may waive it in writing. A written waiver may occur before or after the time a person entitled to notice would otherwise be entitled to receive it. When waived according to this Section, waiver of notice is deemed the equivalent of giving the same notice.
- 3.6. Records; Reports to School District.** The Foundation shall keep correct and complete accounting records and minutes of its proceedings. A Trustee or their attorney may inspect the Foundation’s records for any proper purpose at any reasonable time. Unless waived by the School District’s Board of Education (the “Board of Education”), the Foundation shall furnish the Board of Education with a copy of its audited financial statements each year.
- 3.7. Fiscal Year.** The fiscal year of the Foundation shall be the calendar year.

4. Foundation Board.

4.1. General Powers. The business and affairs of the Foundation will be managed by the Foundation Board.

4.2. Number and Qualification. Effective upon the effective date of these Amended and Restated Bylaws, the Foundation Board shall consist of eight Trustees, six of whom shall be voting Trustees, and two of whom shall serve in a non-voting capacity.

The number of Trustees, their qualifications, the manner of their selection, and the duration of their terms may be changed by amendment to these Bylaws. No change in the number of Trustees shall reduce the number of Trustees below three, and no change shall affect the incumbent Trustees during the terms for which they were appointed.

4.3. Election and Appointment. Effective upon the effective date of these Amended and Restated Bylaws, the voting Trustees shall elect their successors. The individual designated by the Board of Education as the Superintendent, including a person acting in such capacity on an interim basis, is deemed appointed by the Board of Education as a non-voting member of the Foundation Board. In addition, the Board of Education shall be entitled to appoint an individual other than the Superintendent to serve as a non-voting member of the Foundation Board (the “School District Liaison”).

4.4. Terms. Each voting Trustee shall serve a four-year term. The expiration of terms shall be staggered to result in approximately one-half of the voting Trustees’ terms expiring every two years. A voting Trustee may be appointed to a term of less than four years to facilitate staggered expiration of terms. Terms expiring in any year shall expire at the end of the annual meeting of the Foundation Board, or if later, when a successor is appointed and qualified. No limit applies to the number of terms a voting Trustee may serve, if re-elected.

The Superintendent of the School District shall serve as a non-voting member of the Foundation Board for a term coincident with their service as Superintendent. The School District Liaison shall serve as a non-voting member of the Foundation Board until their resignation or replacement by the Board of Education.

4.5. Resignation of Trustees. A Trustee may resign at any time by giving written notice to the President, Secretary, or presiding officer of the Foundation. A resignation is effective when the notice is effective unless the notice specifies a future effective date and the Foundation accepts the future effective date. If a resignation is made effective at a future date, the Board of Education may fill the pending vacancy before the effective date, but the successor will not take office until the effective date.

- 4.6. Removal of Trustees.** A voting Trustee may be removed by the vote of two-thirds of the voting Trustees then in office. Notice must be provided in accordance with Section 5.6. The Superintendent of the School District is deemed to have been removed as non-voting Trustee by the Board of Education upon resignation or removal from the position of Superintendent of the School District. The School District Liaison may be removed by the Board of Education by written notice to the School District Liaison and to the Foundation's President, Secretary, or presiding officer.

Each Trustee is expected to attend all meetings of the Foundation Board, or if unable to attend, to notify the office of the Superintendent of the School District prior to the meeting. A Trustee who incurs one unexcused absence will be reminded of this expectation. The Foundation may remove a voting Trustee, and the Board of Education may remove a non-voting Trustee, in accordance with the first paragraph of this Section, if the Trustee incurs two or more unexcused absences, or alternately, may request that such Trustee resign.

- 4.7. Vacancies.** If a voting Trustee's term ends before its scheduled expiration due to the Trustee's resignation, removal, or death, the remaining Trustees will elect a successor to fill the vacancy. Any successor so appointed will hold office for the balance of the term of the Trustee replaced. The Board of Education will fill any vacancy in the School District Liaison position. The person serving as the Superintendent of the School District, including on an interim basis, shall be deemed to have been appointed by the Board of Education to fill any vacancy in the remaining non-voting Trustee position.

- 4.8. Compensation.** Trustees shall not receive any stated salary from the Foundation for their services as Trustees. However, the Foundation Board may pay reasonable expenses incurred by Trustees on behalf of the Foundation or in carrying out the Foundation's operations. This Section does not prevent the Foundation from retaining the services of a Trustee in a different capacity.

- 4.9. Committees.**

4.9.1. Committees in General. The Foundation Board may create committees, and determines the manner of selecting members of each committee. A committee may be advisory in nature, or may exercise authority delegated by the Foundation Board in the management of the Foundation. People who are not Trustees may serve on a committee. Each committee shall regularly report its activities to the Foundation Board. The President shall appoint a chairperson for each committee. A committee's chairperson shall determine the dates and times of the committee's meetings. The President or Vice President of the Foundation Board may also call a meeting of any committee. A majority of a committee's members shall constitute a quorum for the transaction of business at any meeting of a committee, subject to the special rule for a committee with Foundation Board-delegated authority in Section 4.9.2. The vote of a majority of a committee's members voting at a

meeting shall be the act of the committee. A committee may also act without a meeting if all members consent in writing.

4.9.2. Additional Rules for Committees with Foundation Board-Delegated Authority. Any committee that exercises authority delegated by the Foundation Board shall include at least two Trustees. An action to create a committee with Foundation Board-delegated authority, to appoint members to such a committee, or determine the manner of selecting members of such a committee must be approved by a majority of the Trustees currently serving. Notice of such a committee's meetings shall be provided to its members in accordance with Sections 5.6 through 5.8. At a meeting of a committee with Foundation Board-delegated authority, a majority of the committee's members shall constitute a quorum for the transaction of business, provided that at least two Trustees who are members of the committee are also present. A committee with Foundation Board-delegated authority shall keep written records of its proceedings.

4.9.3. Matters that May Not Be Delegated. The Foundation Board may not delegate to a committee the authority to authorize distributions not permitted by law; to approve a dissolution, merger, or the sale, pledge, or transfer of substantially all of the Foundation's assets; to elect, appoint, or remove Trustees or fill vacancies on the Foundation Board or a committee with Foundation Board-delegated authority; or to adopt, amend, or repeal the Articles of Incorporation or these Bylaws.

5. Meetings of the Foundation Board.

5.1. Annual and Regular Meetings. The annual meeting of the Foundation Board shall be held in January of each year or as soon thereafter as is practicable. The Foundation shall hold a regular meeting in the second, third, and fourth calendar quarters each year in April, July, and October respectively, or as soon thereafter as is practicable. The date and time of annual and regular meetings shall be determined by the Foundation Board. Unless the Foundation Board designates a different location, annual and regular meetings shall be held at the Foundation's registered office.

5.2. Special Meetings. The President or the Superintendent of the School District may call a special meeting of the Foundation Board. The person calling a special meeting shall determine its time and place.

5.3. Quorum. At all meetings of the Foundation Board, a majority of the voting Trustees in office immediately before the meeting commences shall be necessary to constitute a quorum. However, if number of voting Trustees in office is ever reduced to two, two voting Trustees shall be necessary to constitute a quorum.

5.4. Manner of Acting. When a quorum of the Foundation Board is present at a meeting, the act of a majority of the voting Trustees present will be the act of the

Foundation Board, unless the Act, the Articles, or these Bylaws require the act of a greater number.

5.5. Action by Consent. The Foundation Board may take any action permitted by the Act without a meeting if all of the voting Trustees consent in writing to the action. Each voting Trustee must sign a written consent to the action taken. The voting Trustees may sign the consent in counterparts. Unless the written consent specifies a different date, an action by written consent is effective when the last voting Trustee signs the consent. The written consent will be included in the minutes filed with the Foundation records reflecting the action taken.

5.6. Requirement to Provide Notice of Meetings.

5.6.1. General Rule. No notice shall be required of annual or regular meetings, the date, time, and place of which is established by the Foundation Board at a previous meeting. Except as provided in Section 5.6.2, each Trustee may be given at least two days' notice of any other meeting of the Foundation Board.

5.6.2. Special Matters. Each Trustee must be given at least seven days' notice of a meeting where the Foundation Board will vote on any of the following matters: removal of a voting Trustee, an amendment to the Articles of Incorporation, an amendment to the Bylaws, a plan of merger, a sale of substantially all of the Foundation's assets, or dissolution of the Foundation. Notice of any such meeting must meet the requirements of Section 5.7.

5.7. Content of Notice of Meetings. Notice of any meeting of the Foundation Board must state the time and place of the meeting. Notice of a special meeting must state its purpose. In addition, if one of the purposes of the meeting includes a vote on any of the matters listed in Section 5.6.2, the notice of the meeting must state that the meeting's purposes include that matter and include a copy or summary of the amendment or amendments to be considered, plan of merger, a description of the asset sale, or articles and plan of dissolution, as applicable.

5.8. Manner of Delivery of Notice of Meetings. When the Act or these Bylaws require notice of a meeting of the Foundation Board, the notice may be delivered to each Trustee in person, by mail to each Trustee's address shown on the records of the Foundation, or by electronic mail to the Trustee's email address shown on the records of the Foundation. If mailed, notice is deemed delivered when deposited in the United States mail, properly addressed, with postage prepaid. If provided electronically, notice is deemed delivered upon confirmed receipt of the email.

6. Officers.

6.1. Number and Qualification. The officers of the Foundation shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Foundation Board may elect

or appoint other officers, determine the scope of their authority, and assign duties to them. The President, Vice President, Secretary, and Treasurer must be Trustees.

- 6.2. Election and Term.** The Superintendent of the School District shall serve as the Foundation's Secretary for a term coincident with their service as a non-voting Trustee. The Foundation Board shall elect the other officers at its annual meeting. If officers are not elected at the annual meeting, an election will be held as soon as practicable. The Foundation Board may create and fill a new office at any time. Officers other than the Secretary serve for a one-year term, or until a successor is qualified and elected.
- 6.3. Removal and Resignation of Officers.** The Foundation Board may remove any officer at any time when it determines that doing so serves the best interests of the Foundation. An officer may resign at any time by delivering notice to the Foundation. A resignation is effective when the notice is effective unless the notice specifies a future effective date and the Foundation accepts the future effective date. If a resignation is made effective at a future date, the Foundation Board may fill the pending vacancy before the effective date, but the successor will not take office until the effective date.
- 6.4. Vacancies.** The Foundation Board may fill any vacant officer position at any meeting. The person appointed to fill the vacancy will serve for the unexpired portion of the term.
- 6.5. President.** The President is the Foundation's principal executive officer, will preside at meetings of the Foundation Board, will in general supervise and control the Foundation's activities, and will perform all duties incident to the office of president. The Foundation Board may assign additional duties to the President from time to time. Unless the Act requires a different person's signature or the Foundation Board delegates signature authority to another person, the President may sign, with the Secretary or other officer authorized by the Foundation Board, deeds, contracts, and other instruments that the Foundation Board has authorized to be executed.
- 6.6. Vice President.** If the President is absent, is unable to act, or refuses to act, the Vice President will perform the duties of the President. When acting as President, the Vice President has all the powers of the President and remains subject to any restriction on the President's powers. The President or the Foundation Board may assign other duties to any Vice President.
- 6.7. Treasurer.** The Treasurer is responsible for the receipt, collection, safekeeping, and expenditure of the Foundation's funds and securities. The Treasurer will deposit the Foundation's funds in its name, in a bank or other institution selected by the Foundation Board. The Treasurer will file or cause to be filed any necessary tax returns for the Foundation, and will perform all duties incident to the office of treasurer. The President or the Foundation Board may assign additional duties to the Treasurer from time to time. The Foundation Board may require the Treasurer

to give a bond for the faithful discharge of their duties, in an amount and with the sureties determined by the Foundation Board.

- 6.8. Secretary.** The Secretary will keep minutes of Foundation Board meetings, serve as custodian of the Foundation's corporate records, sign official documents of the Foundation to attest their authenticity, provide notice of meetings as required by the Act and these Bylaws, maintain a record of the mailing and email address furnished by each Trustee, and perform all duties incident to the office of the Secretary. The President or the Foundation Board may assign additional duties to the Secretary of time to time.

7. Indemnification.

7.1. Definitions.

7.1.1. "Action" means any threatened, pending, or completed civil, criminal, administrative, or investigative action or proceeding.

7.1.2. "Indemnified Person" means any person who was, is, or is threatened to be made a party to an Action by reason of the fact that they are or were a Trustee, officer, employee, or agent of the Foundation, or is or was serving at the Foundation's request as Trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise.

7.1.3. "Loss" means expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred in connection with an Action.

- 7.2. Persons Eligible; Standard of Conduct.** Subject to Section 7.4, each Indemnified Person shall be and hereby is indemnified, without need of affirmative act by the Indemnified Person or the Foundation Board, against all Losses, if the Indemnified Person: acted in good faith; in the case of conduct in an official capacity with the Foundation, reasonably believed that their conduct was in the Foundation's best interests, and in all other cases, reasonably believed that their conduct was at least not opposed to the Foundation's best interests; and in the case of a criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

- 7.3. Effect of Judgments, Etc.** The termination of an Action by judgment, order, settlement, conviction, or plea of no contest or its equivalent does not create a presumption that the person so adjudged failed to meet the standard of conduct in Section 7.2. If a Trustee, officer, employee or agent of the Foundation succeeds in defending against an Action on the merits or any other basis, they shall be indemnified against all Losses with respect to that Action.

- 7.4. Limitations.** In any Action by or in the right of the Foundation, a person who is determined to be liable to the Foundation shall not be indemnified. In any Action,

a person who is determined to have received an improper personal benefit from the Foundation shall not be indemnified.

- 7.5. Cost of Defense.** The Foundation may pay expenses incurred in defending against an Action in advance of final disposition of the Action if: the Indemnified Person affirms in writing that they have met the standard of conduct described in Section 7.2, and delivers the affirmation to the Foundation; the Indemnified Person agrees in writing to repay to the Foundation any amounts advanced if it is ultimately determined that they did not meet the standard of conduct described in Section 7.2; and the Foundation Board determines, based on the facts then known, that the Act does not preclude indemnification.
- 7.6. Insurance.** The Foundation may purchase and maintain insurance on behalf of any Indemnified Person against any liability asserted against the Indemnified Person in that capacity and arising out of status as an Indemnified Person, whether or not the Foundation would otherwise have the power to indemnify the person against that liability.
- 7.7. Procedure.** Indemnification of a Trustee will occur according to the procedures described in Section 21-19,101 of the Act. Otherwise, and subject to the limits described in this Article, an Indemnified Person may assert and proceed on the rights under this Article whenever the need arises.
- 7.8. Rights Nonexclusive.** Indemnification under this Article is non-exclusive of any other rights an Indemnified Person may have in any capacity. Other rights may arise from an agreement, vote of disinterested Trustees, or in any other manner permitted by law.
- 7.9. Duration and Succession.** The right to indemnification under this Article continues as to an Indemnified Person who ceases to be a Trustee, officer, employee, or agent of the Foundation, and inures to the benefit of any such person's heirs, executors, and administrators.

8. Contracts, Checks, Deposits, Gifts, and Investments.

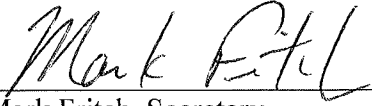
- 8.1. Contracts.** The Foundation Board may authorize any officer or agent of the Foundation to enter into agreements and execute documents on behalf of the Foundation. The Foundation Board may confer authorization generally, or limit it to specific instances.
- 8.2. Checks, Etc.** All checks and similar instruments or evidence of amounts owed by the Foundation shall be signed by officers or agents of the Foundation determined by resolution of the Foundation Board. If the Foundation Board does not make such a determination, the checks and similar instruments and other evidence of amounts owed shall be executed by the Secretary and by one other individual authorized by the Foundation Board as the Foundation's agent for this purpose.

- 8.3. Deposits.** The Foundation Board will select the bank or similar institution with whom the Foundation's funds will be deposited.
- 8.4. Gifts.** The Foundation Board may accept, on behalf of the Foundation, any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Foundation. The Foundation Board may delegate authority to accept gifts to the Foundation's officers or agents.
- 8.5. Investments.** The Foundation may retain securities or property acquired in any manner and invest the funds it holds according to the judgment of the Foundation Board. The Foundation shall not be restricted to particular classes of investments except as required by law. However, the Foundation will not make an investment or take any actions that would result in a prohibited transaction or a denial of tax exemption under Code Sections 501, 503, or 170.
- 9. Dissolution.** No Trustee, officer, employee of, or member of a committee, of, or person connected with the Foundation shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Foundation. After all debts have been satisfied, any assets then remaining in the hands of the Foundation Board shall be paid as provided in the Articles of Incorporation.
- 10. Amendments to Bylaws.** The Foundation Board may amend these Bylaws upon approval by a majority of the Trustees in office at the time of amendment; provided that any amendment removing the non-voting Trustees must also be approved by the Board of Education.

(Certificate to follow.)

CERTIFICATE OF ADOPTION

As Secretary of Nebraska City Public Schools Foundation, I certify that these Amended and Restated Bylaws constitute a complete copy of the Bylaws of the Foundation and were adopted by a sufficient vote of the Foundation's Board of Trustees at a meeting on October 2, 2024



Mark Fritch, Secretary

CERTIFICATE OF APPROVAL

As an authorized representative of the Board of Education of Otoe County School District 111, I certify that these Amended and Restated Bylaws were approved by that Board of Education on _____, 2024

Signature

Printed Name

Title (with School District)

AMENDED AND RESTATED BYLAWS OF THE NEBRASKA CITY PUBLIC SCHOOLS FOUNDATION

The Bylaws of the Nebraska City Public Schools Foundation (the “**Foundation**”) are hereby amended and restated to provide as follows:

1. Nature, Purposes, and Limitations.

1.1. Purposes. The purposes of the Foundation are:

- 1.1.1.** To receive and administer funds for educational, scientific, and charitable purposes related to students and faculty of Otoe County School District 111, a Nebraska public school district (the “**School District**”).
- 1.1.2.** To engage in such other activities and programs as the Board of Trustees (the “**Foundation Board**”) may determine to be in the best interests of the Foundation in furtherance of purposes permissible under Section 501(c)(3) of the Internal Revenue Code or the corresponding version of any future federal tax code (the “**Code**”).

1.2. Prohibition of Activities Inconsistent with Exemption. Notwithstanding any other provision of these Bylaws, the Foundation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Code Section 501(c)(3), or a corporation, contributions to which are deductible under Code Section 170(c)(2). No Trustee, officer, employee or representative of the Foundation shall take any action or carry on any activity by or on behalf of the Foundation not permitted to be taken or carried on by a corporation exempt under the provisions of Code Section 501(c)(3).

1.3. Prohibition Against Sharing in Corporate Earnings. The Foundation shall not lend money to nor guarantee the obligation of any Trustee or officer. No Trustee, officer, or employee of, or member of a committee of, or person connected with the Foundation, or any other private individual, shall receive any of the net earnings or pecuniary profit from the operations of the Foundation. However, the prohibition on sharing in the Foundation’s net earnings or pecuniary profit does not prevent the payment to any person of reasonable compensation for services rendered to or for the Foundation. Similarly, the prohibition does not prevent reimbursement of reasonable expenses incurred on behalf of the Foundation, or incurred in carrying out the Foundation’s operations.

2. Offices.

2.1. Principal Office. The principal office of the Foundation in the State of Nebraska will be located in Nebraska City, Nebraska. The Foundation may have such other offices as the Foundation Board may determine or as the affairs of the Foundation may require.

- 2.2. Registered Office.** The Foundation will have and continuously maintain a registered office, and a registered agent whose office is identical with the registered office. The registered office may be, but need not be, identical with the principal office. The registered agent or office may be changed from time to time by the Foundation Board or the President.

3. General Matters.

- 3.1. Manner of Meeting.** Trustees or members of a committee may participate in meetings of the Foundation Board or of a committee by any means of communication by which all persons participating may simultaneously hear one another (for example, by conference telephone or videoconference). Participation by such means remains subject to the other provisions of these Bylaws, and constitutes presence in person at the meeting for all purposes.
- 3.2. Electronic Communications.** “Written” or “in writing” means that words have been reduced to a form capable of transmission in tangible form such as through the mail, or in electronic form such as email.
- 3.3. Computing a Majority.** A “majority” means more than half. Accordingly, for example, a majority of the nine voting Trustees equals five voting Trustees.
- 3.4. Rules of Order.** The Foundation Board or a committee may adopt standing rules of order, or rules of order as set forth in a parliamentary authority, such as Robert’s Rules of Order, to govern their respective meetings. Unless such rules of order have been expressly adopted, the body may conduct its meeting in any reasonable manner. The person presiding over a meeting shall determine the manner of conducting that meeting unless those present at the meeting determine by majority vote to adopt rules of order.
- 3.5. Waiver of Notice.** A person who attends a meeting waives any required notice unless they object to the lack of notice at the start of the meeting, or before the vote on any action not noticed as required and do not vote for or assent to the objected action. In addition, a person entitled to notice may waive it in writing. A written waiver may occur before or after the time a person entitled to notice would otherwise be entitled to receive it. When waived according to this Section, waiver of notice is deemed the equivalent of giving the same notice.
- 3.6. Records; Reports to School District.** The Foundation shall keep correct and complete accounting records and minutes of its proceedings. A Trustee or their attorney may inspect the Foundation’s records for any proper purpose at any reasonable time. Unless waived by the School District’s Board of Education (the “Board of Education”), the Foundation shall furnish the Board of Education with a copy of its audited financial statements each year.
- 3.7. Fiscal Year.** The fiscal year of the Foundation shall be the calendar year.

4. Foundation Board.

4.1. General Powers. The business and affairs of the Foundation will be managed by the Foundation Board.

4.2. Number and Qualification. Effective upon the effective date of these Amended and Restated Bylaws, the Foundation Board shall consist of eight Trustees, six of whom shall be voting Trustees, and two of whom shall serve in a non-voting capacity.

The number of Trustees, their qualifications, the manner of their selection, and the duration of their terms may be changed by amendment to these Bylaws. No change in the number of Trustees shall reduce the number of Trustees below three, and no change shall affect the incumbent Trustees during the terms for which they were appointed.

4.3. Election and Appointment. Effective upon the effective date of these Amended and Restated Bylaws, the voting Trustees shall elect their successors. The individual designated by the Board of Education as the Superintendent, including a person acting in such capacity on an interim basis, is deemed appointed by the Board of Education as a non-voting member of the Foundation Board. In addition, the Board of Education shall be entitled to appoint an individual other than the Superintendent to serve as a non-voting member of the Foundation Board (the “School District Liaison”).

4.4. Terms. Each voting Trustee shall serve a four-year term. The expiration of terms shall be staggered to result in approximately one-half of the voting Trustees’ terms expiring every two years. A voting Trustee may be appointed to a term of less than four years to facilitate staggered expiration of terms. Terms expiring in any year shall expire at the end of the annual meeting of the Foundation Board, or if later, when a successor is appointed and qualified. No limit applies to the number of terms a voting Trustee may serve, if re-elected.

The Superintendent of the School District shall serve as a non-voting member of the Foundation Board for a term coincident with their service as Superintendent. The School District Liaison shall serve as a non-voting member of the Foundation Board until their resignation or replacement by the Board of Education.

4.5. Resignation of Trustees. A Trustee may resign at any time by giving written notice to the President, Secretary, or presiding officer of the Foundation. A resignation is effective when the notice is effective unless the notice specifies a future effective date and the Foundation accepts the future effective date. If a resignation is made effective at a future date, the Board of Education may fill the pending vacancy before the effective date, but the successor will not take office until the effective date.

- 4.6. Removal of Trustees.** A voting Trustee may be removed by the vote of two-thirds of the voting Trustees then in office. Notice must be provided in accordance with Section 5.6. The Superintendent of the School District is deemed to have been removed as non-voting Trustee by the Board of Education upon resignation or removal from the position of Superintendent of the School District. The School District Liaison may be removed by the Board of Education by written notice to the School District Liaison and to the Foundation's President, Secretary, or presiding officer.

Each Trustee is expected to attend all meetings of the Foundation Board, or if unable to attend, to notify the office of the Superintendent of the School District prior to the meeting. A Trustee who incurs one unexcused absence will be reminded of this expectation. The Foundation may remove a voting Trustee, and the Board of Education may remove a non-voting Trustee, in accordance with the first paragraph of this Section, if the Trustee incurs two or more unexcused absences, or alternately, may request that such Trustee resign.

- 4.7. Vacancies.** If a voting Trustee's term ends before its scheduled expiration due to the Trustee's resignation, removal, or death, the remaining Trustees will elect a successor to fill the vacancy. Any successor so appointed will hold office for the balance of the term of the Trustee replaced. The Board of Education will fill any vacancy in the School District Liaison position. The person serving as the Superintendent of the School District, including on an interim basis, shall be deemed to have been appointed by the Board of Education to fill any vacancy in the remaining non-voting Trustee position.

- 4.8. Compensation.** Trustees shall not receive any stated salary from the Foundation for their services as Trustees. However, the Foundation Board may pay reasonable expenses incurred by Trustees on behalf of the Foundation or in carrying out the Foundation's operations. This Section does not prevent the Foundation from retaining the services of a Trustee in a different capacity.

- 4.9. Committees.**

4.9.1. Committees in General. The Foundation Board may create committees, and determines the manner of selecting members of each committee. A committee may be advisory in nature, or may exercise authority delegated by the Foundation Board in the management of the Foundation. People who are not Trustees may serve on a committee. Each committee shall regularly report its activities to the Foundation Board. The President shall appoint a chairperson for each committee. A committee's chairperson shall determine the dates and times of the committee's meetings. The President or Vice President of the Foundation Board may also call a meeting of any committee. A majority of a committee's members shall constitute a quorum for the transaction of business at any meeting of a committee, subject to the special rule for a committee with Foundation Board-delegated authority in Section 4.9.2. The vote of a majority of a committee's members voting at a

meeting shall be the act of the committee. A committee may also act without a meeting if all members consent in writing.

4.9.2. Additional Rules for Committees with Foundation Board-Delegated Authority. Any committee that exercises authority delegated by the Foundation Board shall include at least two Trustees. An action to create a committee with Foundation Board-delegated authority, to appoint members to such a committee, or determine the manner of selecting members of such a committee must be approved by a majority of the Trustees currently serving. Notice of such a committee's meetings shall be provided to its members in accordance with Sections 5.6 through 5.8. At a meeting of a committee with Foundation Board-delegated authority, a majority of the committee's members shall constitute a quorum for the transaction of business, provided that at least two Trustees who are members of the committee are also present. A committee with Foundation Board-delegated authority shall keep written records of its proceedings.

4.9.3. Matters that May Not Be Delegated. The Foundation Board may not delegate to a committee the authority to authorize distributions not permitted by law; to approve a dissolution, merger, or the sale, pledge, or transfer of substantially all of the Foundation's assets; to elect, appoint, or remove Trustees or fill vacancies on the Foundation Board or a committee with Foundation Board-delegated authority; or to adopt, amend, or repeal the Articles of Incorporation or these Bylaws.

5. Meetings of the Foundation Board.

5.1. Annual and Regular Meetings. The annual meeting of the Foundation Board shall be held in January of each year or as soon thereafter as is practicable. The Foundation shall hold a regular meeting in the second, third, and fourth calendar quarters each year in April, July, and October respectively, or as soon thereafter as is practicable. The date and time of annual and regular meetings shall be determined by the Foundation Board. Unless the Foundation Board designates a different location, annual and regular meetings shall be held at the Foundation's registered office.

5.2. Special Meetings. The President or the Superintendent of the School District may call a special meeting of the Foundation Board. The person calling a special meeting shall determine its time and place.

5.3. Quorum. At all meetings of the Foundation Board, a majority of the voting Trustees in office immediately before the meeting commences shall be necessary to constitute a quorum. However, if number of voting Trustees in office is ever reduced to two, two voting Trustees shall be necessary to constitute a quorum.

5.4. Manner of Acting. When a quorum of the Foundation Board is present at a meeting, the act of a majority of the voting Trustees present will be the act of the

Foundation Board, unless the Act, the Articles, or these Bylaws require the act of a greater number.

5.5. Action by Consent. The Foundation Board may take any action permitted by the Act without a meeting if all of the voting Trustees consent in writing to the action. Each voting Trustee must sign a written consent to the action taken. The voting Trustees may sign the consent in counterparts. Unless the written consent specifies a different date, an action by written consent is effective when the last voting Trustee signs the consent. The written consent will be included in the minutes filed with the Foundation records reflecting the action taken.

5.6. Requirement to Provide Notice of Meetings.

5.6.1. General Rule. No notice shall be required of annual or regular meetings, the date, time, and place of which is established by the Foundation Board at a previous meeting. Except as provided in Section 5.6.2, each Trustee may be given at least two days' notice of any other meeting of the Foundation Board.

5.6.2. Special Matters. Each Trustee must be given at least seven days' notice of a meeting where the Foundation Board will vote on any of the following matters: removal of a voting Trustee, an amendment to the Articles of Incorporation, an amendment to the Bylaws, a plan of merger, a sale of substantially all of the Foundation's assets, or dissolution of the Foundation. Notice of any such meeting must meet the requirements of Section 5.7.

5.7. Content of Notice of Meetings. Notice of any meeting of the Foundation Board must state the time and place of the meeting. Notice of a special meeting must state its purpose. In addition, if one of the purposes of the meeting includes a vote on any of the matters listed in Section 5.6.2, the notice of the meeting must state that the meeting's purposes include that matter and include a copy or summary of the amendment or amendments to be considered, plan of merger, a description of the asset sale, or articles and plan of dissolution, as applicable.

5.8. Manner of Delivery of Notice of Meetings. When the Act or these Bylaws require notice of a meeting of the Foundation Board, the notice may be delivered to each Trustee in person, by mail to each Trustee's address shown on the records of the Foundation, or by electronic mail to the Trustee's email address shown on the records of the Foundation. If mailed, notice is deemed delivered when deposited in the United States mail, properly addressed, with postage prepaid. If provided electronically, notice is deemed delivered upon confirmed receipt of the email.

6. Officers.

6.1. Number and Qualification. The officers of the Foundation shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Foundation Board may elect

or appoint other officers, determine the scope of their authority, and assign duties to them. The President, Vice President, Secretary, and Treasurer must be Trustees.

- 6.2. Election and Term.** The Superintendent of the School District shall serve as the Foundation's Secretary for a term coincident with their service as a non-voting Trustee. The Foundation Board shall elect the other officers at its annual meeting. If officers are not elected at the annual meeting, an election will be held as soon as practicable. The Foundation Board may create and fill a new office at any time. Officers other than the Secretary serve for a one-year term, or until a successor is qualified and elected.
- 6.3. Removal and Resignation of Officers.** The Foundation Board may remove any officer at any time when it determines that doing so serves the best interests of the Foundation. An officer may resign at any time by delivering notice to the Foundation. A resignation is effective when the notice is effective unless the notice specifies a future effective date and the Foundation accepts the future effective date. If a resignation is made effective at a future date, the Foundation Board may fill the pending vacancy before the effective date, but the successor will not take office until the effective date.
- 6.4. Vacancies.** The Foundation Board may fill any vacant officer position at any meeting. The person appointed to fill the vacancy will serve for the unexpired portion of the term.
- 6.5. President.** The President is the Foundation's principal executive officer, will preside at meetings of the Foundation Board, will in general supervise and control the Foundation's activities, and will perform all duties incident to the office of president. The Foundation Board may assign additional duties to the President from time to time. Unless the Act requires a different person's signature or the Foundation Board delegates signature authority to another person, the President may sign, with the Secretary or other officer authorized by the Foundation Board, deeds, contracts, and other instruments that the Foundation Board has authorized to be executed.
- 6.6. Vice President.** If the President is absent, is unable to act, or refuses to act, the Vice President will perform the duties of the President. When acting as President, the Vice President has all the powers of the President and remains subject to any restriction on the President's powers. The President or the Foundation Board may assign other duties to any Vice President.
- 6.7. Treasurer.** The Treasurer is responsible for the receipt, collection, safekeeping, and expenditure of the Foundation's funds and securities. The Treasurer will deposit the Foundation's funds in its name, in a bank or other institution selected by the Foundation Board. The Treasurer will file or cause to be filed any necessary tax returns for the Foundation, and will perform all duties incident to the office of treasurer. The President or the Foundation Board may assign additional duties to the Treasurer from time to time. The Foundation Board may require the Treasurer

to give a bond for the faithful discharge of their duties, in an amount and with the sureties determined by the Foundation Board.

- 6.8. Secretary.** The Secretary will keep minutes of Foundation Board meetings, serve as custodian of the Foundation's corporate records, sign official documents of the Foundation to attest their authenticity, provide notice of meetings as required by the Act and these Bylaws, maintain a record of the mailing and email address furnished by each Trustee, and perform all duties incident to the office of the Secretary. The President or the Foundation Board may assign additional duties to the Secretary of time to time.

7. Indemnification.

7.1. Definitions.

7.1.1. "Action" means any threatened, pending, or completed civil, criminal, administrative, or investigative action or proceeding.

7.1.2. "Indemnified Person" means any person who was, is, or is threatened to be made a party to an Action by reason of the fact that they are or were a Trustee, officer, employee, or agent of the Foundation, or is or was serving at the Foundation's request as Trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise.

7.1.3. "Loss" means expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred in connection with an Action.

- 7.2. Persons Eligible; Standard of Conduct.** Subject to Section 7.4, each Indemnified Person shall be and hereby is indemnified, without need of affirmative act by the Indemnified Person or the Foundation Board, against all Losses, if the Indemnified Person: acted in good faith; in the case of conduct in an official capacity with the Foundation, reasonably believed that their conduct was in the Foundation's best interests, and in all other cases, reasonably believed that their conduct was at least not opposed to the Foundation's best interests; and in the case of a criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

- 7.3. Effect of Judgments, Etc.** The termination of an Action by judgment, order, settlement, conviction, or plea of no contest or its equivalent does not create a presumption that the person so adjudged failed to meet the standard of conduct in Section 7.2. If a Trustee, officer, employee or agent of the Foundation succeeds in defending against an Action on the merits or any other basis, they shall be indemnified against all Losses with respect to that Action.

- 7.4. Limitations.** In any Action by or in the right of the Foundation, a person who is determined to be liable to the Foundation shall not be indemnified. In any Action,

a person who is determined to have received an improper personal benefit from the Foundation shall not be indemnified.

- 7.5. Cost of Defense.** The Foundation may pay expenses incurred in defending against an Action in advance of final disposition of the Action if: the Indemnified Person affirms in writing that they have met the standard of conduct described in Section 7.2, and delivers the affirmation to the Foundation; the Indemnified Person agrees in writing to repay to the Foundation any amounts advanced if it is ultimately determined that they did not meet the standard of conduct described in Section 7.2; and the Foundation Board determines, based on the facts then known, that the Act does not preclude indemnification.
- 7.6. Insurance.** The Foundation may purchase and maintain insurance on behalf of any Indemnified Person against any liability asserted against the Indemnified Person in that capacity and arising out of status as an Indemnified Person, whether or not the Foundation would otherwise have the power to indemnify the person against that liability.
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- 7.9. Duration and Succession.** The right to indemnification under this Article continues as to an Indemnified Person who ceases to be a Trustee, officer, employee, or agent of the Foundation, and inures to the benefit of any such person's heirs, executors, and administrators.

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(Certificate to follow.)

CERTIFICATE OF ADOPTION

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Mark Fritch, Secretary

CERTIFICATE OF APPROVAL

As an authorized representative of the Board of Education of Otoe County School District 111, I certify that these Amended and Restated Bylaws were approved by that Board of Education on _____, 2024

Signature

Printed Name

Title (with School District)