

Board of Education Regular Meeting
Monday, August 10, 2026 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. Committee Reports
 - 2.1.1. Education, Americanism and Civics
 - 2.1.2. Buildings and Grounds
 - 2.1.3. Finance
 - 2.1.4. Policy
 - 2.2. Superintendent's Report
3. Business
 - 3.1. Non-Action Items
 - 3.1.1. Policy Cycle Reviews
 - 3.1.2. 26-27 Emergency Operating Plan
 - 3.1.3. District Property and Workman's Comp Insurance
 - 3.2. Action Items
 - 3.2.1. Policy
 - 3.2.1.1. Revisions-Second Reading
 - 3.2.1.2. Adoption-Second Reading
 - 3.2.1.3. Revision - First Reading - Policy 4057 Superintendent Evaluation
 - 3.2.2. Property Tax Authority Resolution
 - 3.2.3. Interior Office Doors
 - 3.2.4. Propane Bids
 - 3.2.5. Memorandum of Understandings (MOU)
 - 3.2.5.1. MOU with Lourdes Central Catholic for Facility Usage
 - 3.2.5.2. MOU with EDGE
 - 3.2.5.3. MOU with Arbor Psychiatric
 - 3.2.5.4. MOU with Munroe Meyer Institute
 - 3.2.5.5. MOU with Northside Behavior Health
 - 3.2.5.6. MOU with Otoe County Emergency Management

3.2.6. Closed Session

3.2.6.1. Enter Closed Session

3.2.6.2. Reconvene Open Session

3.2.6.3. Closed Session Action Item

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-Student Fees
Monday, July 13, 2026 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, July 3, 2026 and on the Nebraska City Public Schools website on Tuesday, June 9, 2026 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, July 3, 2026 and Tuesday, June 9, 2026 are attached to these minutes.

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

1. Call to Order

Board President Lisa Chaney called the meeting to order at 6:02 PM.

1.1. Roll Call

Kent Blum: Absent
Lisa Chaney: Present
John Hodges: Present
Pattie Lant: Present
Stacie Higgins: Present
Rob Elson: Present
Jim Nemec: Present
Sally Schreiner: Present
Brent Shanholtz: Absent
Present: 7, Absent: 2

2. Public Comment Time

3. Hearing on Board Policy 5045-Student Fees

Per state statute, Administration and the Policy Committee reviewed Policy 5045-Student Fees and recommend minimal revisions. No one addressed the board during the hearing.

4. Adjournment

Order #17580-Motion Passed: Motion for adjournment at 6:03 PM passed with a motion by Stacie Higgins and a second by Pattie Lant. No discussion.

Kent Blum: Absent
Lisa Chaney: Yea
John Hodges: Yea
Pattie Lant: Yea
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Yea: 7, Nay: 0, Absent: 2

Submitted by Mark Fritch, Secretary

UNAPPROVED MINUTES
Board of Education Special Hearing- Parental Involvement
Monday, July 13, 2026 6:00 PM
Boardroom at Central Office
1700 14th Avenue
Nebraska City, NE 68410

B103 and News Press were notified.

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

1. Call to Order

Board President Lisa Chaney called the meeting to order at 6:00 PM.

1.1. Roll Call

Kent Blum: Absent
Lisa Chaney: Present
John Hodges: Present
Pattie Lant: Present
Stacie Higgins: Present
Rob Elson: Present
Jim Nemec: Present
Sally Schreiner: Present
Brent Shanholtz: Absent
Present: 7, Absent: 2

2. Public Comment Time

3. Hearing on Board Policies 5018-Parent and Guardian Involvement in Education Practices, 5057-District Title 1 Parent and Family Engagement Policy and 5015- Protection of Pupil Rights

Per state statute, Administration and the Policy Committee reviewed Policy 5018, 5057 and 5015. They do not recommend any changes at this time as they all accurately reflect current policy and procedures of the district. No one addressed the board during the hearing.

4. Adjournment

Order #17579-Motion Passed: Motion for adjournment at 6:01 PM passed with a motion by Stacie Higgins and a second by Pattie Lant. No discussion.

Kent Blum: Absent
Lisa Chaney: Yea
John Hodges: Yea
Pattie Lant: Yea
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Yea: 7, Nay: 0, Absent: 2

Submitted by Mark Fritch, Secretary

UNAPPROVED MINUTES
Board of Education Regular Meeting
Monday, July 13, 2026
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, July 3, 2026 and on the Nebraska City Public Schools website on Tuesday, June 9, 2026 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, July 3, 2026 and Tuesday, June 9, 2026 are attached to these minutes.

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

1. Call to Order

Board President, Lisa Chaney, called the meeting to order at 6:04 PM.

1.1. Roll Call

Kent Blum: Absent
Lisa Chaney: Present
Pattie Lant: Present
John Hodges: Present
Stacie Higgins: Present
Jim Nemec: Present
Sally Schreiner: Present
Brent Shanholtz: Absent
Rob Elson: Present
Present: 7, Absent: 2

1.2. Pledge of Allegiance

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

Order #17581-Motion Passed: Motion to approve the request to be absent from this meeting on July 13, 2026 from Kent Blum and Brent Shanholtz passed with a motion by Jim Nemec and a second by Pattie Lant. No discussion.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

1.4. Welcome to Visitors and Public

President Chaney welcomed visitors and the public to the meeting.

1.5. Approval of Agenda

Order #17582-Motion Passed: Motion to approve the agenda for July 13, 2026 passed with a motion by Pattie Lant and a second by Stacie Higgins. No discussion.

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

Rob Elson: Yea
Yea: 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 #17583-Motion Passed: Motion to approve the minutes from the Regular Meeting on June 8, 2026 passed with a motion by Stacie Higgins and a second by Rob Elson. No discussion.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

1.8. Claims and Accounts

Order #17584-Motion Passed: Motion to approve the claims and accounts as presented passed with a motion by Lisa Chaney and a second by Pattie Lant. President Chaney reviewed the bills this month and found everything to be in order. She and Superintendent Fritch clarified information and questions regarding several bills.

General Fund: \$196,884.80; **Payroll Fund:** \$1,224,524.35; **Payroll Benefits Fund:** \$223,791.65; **School Nutrition Fund:** \$47,858.25; **Building Fund:** \$25,346.87; **Depreciation Fund:** \$17,021.50

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

1.9. Financial Report

Order #17585-Motion Passed: Motion to approve the financial report as presented passed with the current balance in the treasury being \$7,727,194.70 with a motion by Jim Nemec and a second by John Hodges. Superintendent Fritch gave the financial report and shared that property tax receipts are on track as budgeted and that there are pending reimbursements from the state. The status of those payments will impact the end of the year budget planning.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

2. Reports

2.1. Committee Reports

2.1.1. Education, Americanism and Civics

Stacie Higgins gave the report of the committee highlighting the reports by Jason Hippen and Kate Sherwin. They discussed staffing and professional development updates including the mandatory training for all staff throughout the year.

2.1.2. Buildings and Grounds

Rob Elson gave the report of the committee highlighting the many summer projects that have been completed or are close to completion. He gave an update on the installation of washer and dryer units at the high school. The Northside roof project is on time and within budget.

2.1.3. Finance

Lisa Chaney gave the report of the committee stating that most of the items discussed will be presented for action later in the agenda.

2.1.4. Policy

Jim Nemec gave the report of the committee highlighting the extensive summer policy work due to recent legislation. In addition to policy reviews there are policy revisions and adoptions that are required or recommended by legal counsel on the agenda.

2.2. Superintendent Evaluation Ad Hoc Committee

Jim Nemec gave the report of the committee highlighting the desire to change the evaluation tool as well as the best practices and procedures that will result in a comprehensive and valuable evaluation. The committee will potentially recommend policy revisions in August.

2.3. Superintendent's Report

Superintendent Fritch shared information regarding and updates on percussion grant purchases, LB 966 Adopt the Hunger Free School Act, Sub Para requirements, bus barn roof repairs, installation of cameras, vehicles and the Area Membership Meeting at NCHS August 25.

2.3.1. Professional Development Plan for 2026-2027

Kate Sherwin shared information regarding the Professional Development Plan for 2026-2027 and the priorities across the district.

3. Business

3.1. Non-Action Items

3.1.1. Policy Cycle Reviews

Administration and the Policy Committee recommended the review of these policies from the three-year review cycle:

3056.R1 Guest Speaker Request Form-Classroom or Activity

3056.R2 Guest Speaker Request Form-Assembly

5001.R1 Collaborative Plan Addressing Barriers to Attendance

5015 Protection of Pupil Rights

5018 Parent and Guardian Involvement in Educational Practices

5054 Student Bullying

5057 District Title I Parent and Family Engagement Policy

6004 Curriculum Development

3.2. Action Items

3.2.1. Policy

3.2.1.1. Policy Revisions per Legal Counsel

Order #17586-Motion Passed: Motion to approve on first and final reading the revisions to policies 4056, 5001, 5003 and 5045 per legal counsel passed with a motion by Jim Nemec and a second by Pattie Lant. Administration, Policy Committee and legal counsel recommended that these policies be revised due to recent legislation.

Kent Blum: Absent

Lisa Chaney: Yea

Pattie Lant: Yea

John Hodges: Yea

Stacie Higgins: Yea

Jim Nemec: Yea

Sally Schreiner: Yea

Brent Shanholtz: Absent

Rob Elson: Yea

Yea: 7, Nay: 0, Absent: 2

3.2.1.2. Policy 4065 Adoption-First Reading

Order #17587-Motion Passed: Motion to adopt Policy 4065 on first reading and advance to second reading at the August Regular Meeting and passed with a motion by Pattie Lant and a second by Jim Nemec. Administration, Policy Committee and legal counsel recommended that this policy be adopted.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

3.2.1.3. Policy Revisions-First Reading

Order #17588-Motion Passed: Motion to approve revisions to policies 6009, 6038, 3056 and 5004 on first reading and advance to second reading at the August Regular Meeting passed with a motion by Jim Nemec and a second by Sally Schreiner. Administration, Policy Committee and legal counsel recommended that these policies be revised.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

3.2.2. Title IX Coordinator

Order #17589-Motion Passed: Motion to designate Jason Hippen as the Title IX Coordinator for the 2026-2027 school year passed with a motion by Stacie Higgins and a second by Rob Elson. No discussion.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

3.2.3. Nebraska Liquid Asset Fund Resolution

Order #17590-Motion Passed: Motion to approve the resolution to participate in the Nebraska Liquid Asset Fund passed with a motion by Pattie Lant and a second by Stacie Higgins. This resolution allows the district to participate, but does not require it. President Chaney gave Superintendent Fritch, along with President Chaney and Vice-President Shanholtz, the directive to set up meetings with local banks, Commercial State Bank and Arbor Bank, to discuss deposits, interest rates, and investment opportunities.

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

Yea: 7, Nay: 0, Absent: 2

3.2.4. Northside Roof Financing-QCPUF

Order #17591-Motion Passed: Motion to approve \$1,000,000.00 to be financed through the Qualified Capital Purpose Undertaking Fund for the Northside Elementary Roof passed with a motion by Stacie Higgins and a second by Jim Nemec. Superintendent Fritch reminded the Board that this topic has been on the agenda as an information item for the last several months and was discussed in open session.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

3.2.5. Handbooks

3.2.5.1. Staff Handbooks

3.2.5.1.1. Classified Staff Handbook

Order #17592-Motion Passed: Motion to approve the 2026-2027 Classified Staff Handbook as presented passed with a motion by Jim Nemec and a second by Pattie Lant. No discussion.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

3.2.5.1.2. Certified Staff Handbook

Order #17593-Motion Passed: Motion to approve the 2026-2027 Certified Staff Handbook as presented passed with a motion by Stacie Higgins and a second by Sally Schreiner. Changes in this handbook reflect the updates to the 2026-2027 negotiated agreement.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

3.2.5.1.3. Bus Driver Handbook

Order #17594-Motion Passed: Motion to approve the 2026-2027 Bus Driver Handbook as presented passed with a motion by Jim Nemec and a second by John Hodges. No discussion.

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

Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

3.2.5.2. Student Handbooks

3.2.5.2.1. Student Handbooks

Order #17595-Motion Passed: Motion to approve the 2026-2027 student handbooks as presented passed with a motion by Stacie Higgins and a second by Pattie Lant. Superintendent Fritch shared that the Administrators have been working to address the many policy changes that affect the student handbooks. Principal Hoover and Principal Wilcox answered questions from the Board regarding some of the changes that reflect recent legislation.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

3.2.5.2.2. Chromebook Handbook

Order #17596-Motion Passed: Motion to approve the 2026-2027 Middle School and High School Student Chromebook Handbooks as presented passed with a motion by Jim Nemec and a second by Pattie Lant. Mr. Fritch stated that student chromebook needs continue to be evaluated.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

3.2.6. Supplemental Rates

Order #17597-Motion Passed: Motion to approve the Supplemental Rates for 2026-2027 as presented passed with a motion by Pattie Lant and a second by Lisa Chaney. Mr. Fritch explained the rationale for setting meal prices and other updates.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Abstain
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 6, Nay: 0, Abstain: 1, Absent: 2

3.2.7. COOP Renewals

Order #17598-Motion Passed: Motion to approve the NSAA COOP renewal with Johnson-Brock Boys/Girls Cross Country passed with a motion by Jim Nemec and a second by Sally Schreiner. No discussion.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea

John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

3.2.8. Athletic/Extracurricular Budget

Order #17599-Motion Passed: Motion to approve the 2026-2027 athletic/extracurricular budget passed with a motion by Pattie Lant and a second by Stacie Higgins. Mr. Fritch shared some differences in this year's proposed budget that was created with the new Assistant Principal/Activities Director, Marcus Colgrove.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

3.2.9. Designate 2% Hearing Representative

Order #17600-Motion Passed: Motion to nominate Mark Fritch, Superintendent of Schools, and a board representative appointed by the Board President to represent Nebraska City Public Schools at the 2% Joint County Hearing if required to participate passed with a motion by Jim Nemec and a second by Rob Elson. President Chaney stated she will appoint an elected representative at the August Regular Meeting, if needed. Superintendent Fritch shared that he does not anticipate the district attending.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

4.0. Adjournment

Order #17601-Motion Passed: Motion to adjourn at 7:43 PM passed with a motion by John Hodges and a second by Jim Nemec. No discussion.

Kent Blum: Absent
Lisa Chaney: Yea
Pattie Lant: Yea
John Hodges: Yea
Stacie Higgins: Yea
Jim Nemec: Yea
Sally Schreiner: Yea
Brent Shanholtz: Absent
Rob Elson: Yea
Yea: 7, Nay: 0, Absent: 2

Mark Fritch, Secretary

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

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

Publication Dates:

- Jul 3, 2026

Notice ID: VUOXnntWheKjlsIavbEO

Notice Name: July Meeting Notices 2026

Publication Fee: \$16.20

Anjana Bhadoriya

Agent

VERIFICATION

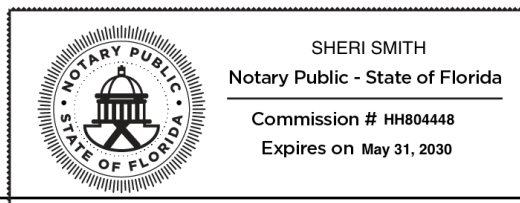
State of Florida
County of Broward

Signed or attested before me on this: 07/03/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.



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

NOTICE IS HEREBY GIVEN that a Special Hearing-Parent and Guardian Involvement in Education Practices, District Title I Parent and Family Engagement Policy, Protection of Pupil Rights and a Special Hearing-Student Fees and the Regular Meeting of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held starting at 6:00 o'clock P.M., July 13, 2026 at Central Office, 1700 14th Avenue, Nebraska City, Nebraska, in the Boardroom, which meetings 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. Agenda is not final until 24 hours prior to the meeting.

Mark Fritch
Superintendent of Schools
Published in the Nebraska City News Press on July 3, 2026.

4636170 ZNEZ



NOTICE OF HEARINGS AND REGULAR MEETING-JULY 13, 2026

Carla Zaroban

June 9, 2026

NOTICE IS HEREBY GIVEN that a **Special Hearing-Parent and Guardian Involvement in Education Practices, District Title I Parent and Family Engagement Policy, Protection of Pupil Rights and a Special Hearing-Student Fees and the Regular Meeting** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held starting at **6:00** o'clock P.M., July 13, 2026 at **Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meetings 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. Agenda is not final until 24 hours prior to the meeting.

08/05/2026 02:38 PM

Jul-26

Vendor Name	Description	Check Total
Checking Account ID	Fund Number	08 Building Fund
BOB'S WELDING SHOP	VISITOR BLEACHERS	1,392.58
SPORTS FACILITY MAINTENANCE	MS BLEACHER REPAIRS	1,270.00
Fund Number		<u>2,662.58</u>
Checking Account ID		<u>2,662.58</u>
Checking Account ID	Fund Number	01 General Fund
ACTIVITY FUND	2025-26 YEAR END TRANSFER	18,438.26
AE SUPPLY	MS PUMPS	400.00
AMAZON CAPITAL SERVICES	VARIOUS CHARGES	6,500.16
AMERICAN NATIONAL BANK	LOAN PAYMENT	2,995.50
AMERICAN RECYCLING AND SANITATION	TRASH SERVICE	3,376.12
BENCHMARK EDUCATION COMPANY	K-5 DECODABLES AND TRAINING	8,386.00
BOHL PLUMBING	PLUMBING SUPPLIES	96.00
CAPITAL BUSINESS SYSTEMS	FAX SERVICE	67.06
CAPITAL BUSINESS SYSTEMS	COPIER LEASE	2,205.78
CARD SERVICES	VARIOUS CHARGES	1,042.46
CITIZEN PRINTING COMPANY	PRINTING	448.00
COLUMN SOFTWARE PBC	PUBLIC NOTICE	199.80
COMPUTER HARDWARE-LINCOLN	CHROMEBOOKS	48,465.90
DIVERSIFIED SAFETY AND COMPLIANCE	BUS TRAINING	250.00
EGAN SUPPLY CO.	SUPPLIES AND GYM FLOORS	24,671.33
ESU #6	PROFESSIONAL DEVELOPMENT	150.00
ESU COORDINATING COUNCIL	WORLD BOOK	762.60
EVERWAY LLC	NEWS2 U RENEWAL	1,740.96
FBG SERVICE CORPORATION	CUSTODIAL SERVICES	30,673.00
FIBER PLATFORM LLC	PRIVATE NETWORK	1,453.36
FLINN SCIENTIFIC, INC.	HS SCIENCE SUPPLIES	126.22
Innovative Office Solutions	COOP SUPPLIES	492.31
JOURNEYED.COM	ADOBE LICENSES	500.00
KANSAS CITY AUDIO-VISUAL	AUDIO SYSTEM	14,460.00
KSB SCHOOL LAW, PC, LLO	LEGAL SERVICES	450.00
LANT HARDWARE, INC	MAINT SUPPLIES	190.00
LIBRARY WORLD, INC.	INVENTORY SOFTWARE	2,200.00
LIMINEX	GO GUARDIAN RENEWAL	9,670.72
NIPPON SANJO MATHESON TRI-GAS INC.	BOTTLE RENTAL	54.41

MCGRAW HILL LLC	STUDY SYNC CURRICULUM	90,005.24
MEAD LUMBER	MAINT SUPPLIES	368.09
MENARDS SOUTH	MAINT SUPPLIES	270.87
MOSYLE CORPORATION	ONE K12 RENEWAL	6,750.00
NATIONAL ART AND SCHOOL SUPPLY	COOP SUPPLIES	598.67
NE SAFETY CENTER@UNK	LEVEL 2 TRAINING	125.00
NEBRASKA CITY UTILITIES	UTILITIES	39,904.74
NEBRASKA STATE FIRE MARSHAL AGENCY	BOILER INSPECTIONS	432.00
NEBRASKA UC FUND	UNEMPLOYMENT	172.21
ONE LESS THING	PLANT SCIENCE CURR	880.00
ONE SOURCE	BACKGROUND CHECKS	170.00
PAPER TIGER SHREDDING, INC.	SHREDDING SERVICE	43.00
PAYROLL ACCOUNT-NC PUBLIC SCH	JULY 2026 PAYROLL	1,131,182.54
PLANBOOK	ANNUAL RENEWAL	880.00
PURCHASE POWER	POSTAGE	1,500.00
PYRAMID SCHOOL PRODUCTS	COOP SUPPLIES	3,968.84
RENAISSANCE LEARNING, INC.	FASTBRIDGE AND EDUCLIMBER	24,040.25
RIVER VIEW PEST CONTROL, INC.	PEST CONTROL	350.00
SACHI TECH LLC	PIK MY KID APP	3,500.00
SAPP BROS INC SHENANDOAH	FUEL	92.73
SARAH ROBERTS	CONTRACTED SERVICES	5,474.52
SCHOOL SPECIALTY, LLC	COOP SUPPLIES	620.22
SCHOOL STATUS LLC	TEACH BOOST RENEWAL	7,489.28
SECURITY EQUIPMENT INC.	DOOR REPAIRS	643.47
SLP TOOLKIT LLC	ANNUAL RENEWAL	450.00
SOFTWARE UNLIMITED INC	ANNUAL RENEWAL	8,450.00
STAPLES BUSINESS ADVANTAGE	COOP SUPPLIES	2,276.72
TEACHING STRATEGIES, LLC	GOLD RENEWAL	1,344.25
TK ELEVATOR CORPORATION	ELEVATOR SERVICE AGREEMENT	10,775.94
TRACTOR SUPPLY CREDIT PLAN	MAINT SUPPLIES	241.91
TREVIPAY-WALMART BUSINESS	VARIOUS CHARGES	122.72
UNITI	PHONE	1,073.84
VERIZON WIRELESS	PHONE	698.54
VOYAGER FLEET SYSTEMS	FUEL CHARGES	1,469.49
WARD'S SCIENCE	SCIENCE SUPPLIES	653.10
ZULTYS INC	PHONE	4,187.64
Fund Number		<u>1,531,671.77</u>
Checking Account ID		<u>1,531,671.77</u>
Checking Account ID	Fund Number	01 General Fund

BLUE CROSS BLUE SHIELD	HEALTH AND DENTAL	211,566.16
HARTFORD, THE	LIFE AND LTD	4,803.25
TRANSAMERICA LIFE INS COMPANY	SUPPLEMENTAL INS	3,849.12
VSP, INC	VISION INSURANCE	1,934.38
Fund Number		<u>222,152.91</u>
Checking Account ID		<u>222,152.91</u>
Checking Account ID	Fund Number	<u>02 Depreciation Fund</u>
GREGG YOUNG CHEVROLET	VEHICLES	89,886.00
KIDWELL INC	INTERCOM SPEAKERS 2ND PAYMENT	6,312.50
SAPP BROS INC SHENANDOAH	PROPANE TANK	27,715.00
Fund Number		<u>123,913.50</u>
Checking Account ID		<u>123,913.50</u>
Checking Account ID	Fund Number	<u>06 Nutrition Services</u>
AMAZON CAPITAL SERVICES		18.04
GENERAL FUND	LUNCH SUMMER MAILINGS	982.95
LUNCHTIME SOLUTIONS, INC.	SFP AND FREEZER LOSS	5,859.31
NEW CEILING TILES LLC	KITCHEN CEILING TILES	4,769.70
OMAHA DOOR & WINDOW CO	HS LUNCH DOCK DOOR	8,966.00
TECHMASTERS	MS OVEN REPAIRS	1,801.68
Fund Number		<u>22,397.68</u>
Checking Account ID		<u>22,397.68</u>

Nebraska City Public Schools
July 2026
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 2025-26 .823244

	2026	2025
Balance Forward	7,550,581.82	
Revenue	601,899.12	
Expenses	<u>1,537,414.35</u>	
Balance	6,615,066.59	6,166,326.37

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 2025-26 .025148

	2026	2025
Balance Forward	862,191.26	
Revenue	7,341.74	
Expenses	<u>2,662.58</u>	
Balance	866,870.42	552,511.03

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 2025-26 .017640

	2026	2025
Balance Forward	321,632.86	
Revenue	5,569.57	
Expenses	<u>0.00</u>	
Balance	327,202.43	313,803.59

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.

	2026	2025
Balance Forward	3,319,213.56	
Revenue	565.38	
Expenses	<u>123,913.50</u>	
Balance	3,195,865.44	2,764,298.59

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.

	2026	2025
Balance Forward	393,795.24	
Revenue	6,448.16	
Expenses	<u>22,397.68</u>	
Balance	377,845.72	461,361.57

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.

	2026	2025
Balance Forward	48,027.80	
Revenue	1,131,914.16	
Expenses	<u>1,135,693.12</u>	
Balance	44,248.84	41,877.22

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.

	2026	2025
Balance Forward	47,926.01	
Revenue	3,950.68	
Expenses	<u>4,072.27</u>	
Balance	47,804.42	46,240.88

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 2025-26 0.125739

	2026	2025
Balance Forward	2,681,682.51	
Revenue	48,165.19	
Expenses	<u>0.00</u>	
Balance	2,729,847.70	2,574,461.79

NEBRASKA CITY PUBLIC SCHOOLS 66-0111						25-26	24-25
GENERAL FUND MONTHLY FINANCIAL REPORT		REC'D MONTH	REC'D THRU:	REC'D THRU		% OF BUDGET TO	% OF BUDGET TO
	RECEIPTS:	BUDGETED	JULY	7/31/2026	07/31/2025	DIFFERENCE	BE RECEIVED
	LOCAL PROPERTY TAXES	7,307,650.00	166,245.45	7,082,380.68	7,604,897.99	(522,517.31)	3.08%
	CARLINE TAX	10,000.00	4,504.75	6,649.67	9,643.30	(2,993.63)	33.50%
	IN LIEU OF TAX, 5% GROSS	6,500.00		5,569.55	6,798.83	(1,229.28)	14.31%
	MOTOR VEHICLE TAX	925,000.00	77,011.19	851,516.37	836,126.42	15,389.95	7.94%
	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		10,685.00	1,473.75	9,211.25	-256.17%
	RENTAL OF SCHOOL FACILITIES	2,000.00		385.00	3,858.75	(3,473.75)	80.75%
	OTHER LOCAL REVENUE	1,500.00	2.28	314.50	748.71	(434.21)	79.03%
	COUNTY FINES & LICENSE FEES	140,000.00	8,813.92	120,555.45	128,824.88	(8,269.43)	13.89%
	ESU RECEIPTS					0.00	
	OTHER COUNTY SOURCES	1,200.00		2,689.98	1,177.60	1,512.38	
	STATE AID	3,771,120.00		3,771,117.00	4,686,159.00	(915,042.00)	0.00%
	SPECIAL EDUCATION PROGRAM	2,425,000.00		2,192,590.00	2,281,422.00	(88,832.00)	9.58%
	SPECIAL EDUCATION TRANSP.	25,000.00		40,324.00	37,020.00	3,304.00	-61.30%
	HOMESTEAD EXEMPTION	335,000.00	59,263.03	296,315.15	282,722.20	13,592.95	11.55%
	RELIEF TO PROPERTY TAXPAYERS	3,651,350.00	144.12	3,685,559.73	3,457,688.43	227,871.30	-0.94%
	PERSONAL PROPERTY TAX CREDIT					0.00	
	HIGH ABILITY LEARNERS	9,000.00		7,051.00	7,159.00	(108.00)	21.66%
	RULE 4 TEXTBOOK LOAN					0.00	
	PRO-RATE MOTOR VEHICLE	25,000.00	5,073.52	26,369.36	19,902.07	6,467.29	-5.48%
	STATE APPORTIONMENT	280,000.00		379,210.10	537,157.92	(157,947.82)	-35.43%
	IN LIEU OF SCHOOL LAND TAX		1,442.01	3,103.72	1,661.71	1,442.01	
10,533.00	STATE EARLY CHILDHOOD	62,950.00		47,646.00	29,764.00	17,882.00	24.31%
-	CTE EXTENSION GRANT	9,520.00	2,377.00	7,432.00	8,551.00	(1,119.00)	21.93%
	SAFETY AND SECURITY GRANT					0.00	
	PEAK GRANT	10,000.00		9,709.75	10,727.75		
26,886.35	PROJECT AWARE	150,000.00		159,745.09	112,562.92	47,182.17	-6.50%
61,036.00	TITLE I	400,000.00	97,003.00	322,053.00	472,605.00	(150,552.00)	19.49%
7,942.00	TITLE II PART A	60,515.00	15,873.00	49,307.00	112,208.00	(62,901.00)	18.52%
39,139.00	IDEA BASE	367,275.00	87,677.00	322,159.00	387,845.00	(65,686.00)	12.28%
1,416.00	IDEA PRESCHOOL BASE	8,416.00	1,416.00	7,696.00	6,354.00	1,342.00	8.56%
2,834.00	IDEA NON PUBLIC	39,309.00	4,260.00	38,818.00	52,242.00	(13,424.00)	1.25%
	IDEA PRESCHOOL BASE-ARP					0.00	
	IDEA BASE-ARP					0.00	
	IDEA NON PUBLIC -ARP					0.00	
	MEDICAID IN PUBLIC SCHOOLS	35,000.00	10,940.41	144,421.78	73,254.38	71,167.40	-312.63%
	MAAPS RECEIPTS	40,000.00		9,601.61	13,756.27	(4,154.66)	76.00%
	HOMELESS GRANT				1,696.00	(1,696.00)	
197,586.00	CLSD LITERACY GRANT	518,000.00	7,600.00	281,400.00		281,400.00	
	ESSERS III				62,605.00	(62,605.00)	
	N-SPDG GRANT					0.00	
	TITLE IV, PART B, NCLB 21ST CENTURY	165,000.00	44,443.00	150,091.00	181,957.00	(31,866.00)	9.04%
	SUMMER CLUB EXTENSION (6989)				26,858.00	(26,858.00)	
	CLUBS EXTENSION (6988)					0.00	
	LONG TERM LOAN-LOC	0.00				0.00	
	TAX ANTICIPATION NOTES	0.00				0.00	
	INSURANCE SETTLEMENT			94,352.55		94,352.55	
	TRANSFERS FROM FUNDS					0.00	
	OTHER NON-REVENUE RECEIPTS					0.00	
	TOTAL WITHOUT INTERCOMPANY RECEIPT	20,784,305.00	594,089.68	20,126,819.04	21,457,428.88	(1,330,609.84)	
	NON PROGRAM RECEIPTS						
347,372.35	GRAND TOTAL	20,784,305.00	594,089.68	20,126,819.04	21,457,428.88		3.16%
							-5.56%

			DISB. MONTH	DISB. THRU:	DISB. THRU:		% OF BUDGET TO	% OF BUDGET TO
	DISBURSEMENTS:	BUDGETED	JULY	7/31/2026	7/31/2025	DIFFERENCE	BE SPENT	BE SPENT
1100	INSTRUCTION	6,280,510.00	421,629.03	4,852,118.20	5,079,787.03	(227,668.83)	22.74%	
1150	ELL	432,500.00	34,105.65	374,047.03	371,979.79	2,067.24	13.52%	
1160	POVERTY	2,523,520.00	155,989.79	2,070,607.57	2,331,089.90	(260,482.33)	17.95%	
1190	PRESCHOOL LOCAL FUNDS	284,025.00	13,480.82	247,252.33	277,062.55	(29,810.22)	12.95%	
1200	SPECIAL EDUCATION	2,929,125.00	177,012.14	2,658,492.64	2,348,577.84	309,914.80	9.24%	
1300	DRIVER'S ED/SUMMER SCHOOL	13,455.00	7,516.85	12,020.33	19,569.62	(7,549.29)	10.66%	
2120	GUIDANCE	326,950.00	26,388.08	290,863.13	278,176.52	12,686.61	11.04%	
2130	HEALTH/NURSE	90,175.00	7,016.34	78,491.91	77,574.53	917.38	12.96%	
2140	PSYCHOLOGY	248,400.00	19,388.47	219,892.31	219,904.72	(12.41)	11.48%	
2150	SPEECH/AUDIOLOGY	403,500.00	23,668.17	403,459.82	335,510.00	67,949.82	0.01%	
2160	OCCUPATIONAL THERAPY	400.00		1,427.49	218.80	1,208.69	-256.87%	
2170	PHYSICAL THERAPY	71,150.00	7,143.87	56,268.90	53,666.69	2,602.21	20.92%	
2180	VISION	3,900.00		77.70	3,306.00	(3,228.30)	98.01%	
2190	OTHER SUPPORT SERVICES	119,000.00	18,443.02	56,801.58	34,761.78	22,039.80	52.27%	
2212	CURRICULUM DIRECTOR	113,500.00	9,405.55	104,630.87	129,442.18	(24,811.31)	7.81%	
2214	STANDARDS DIRECTOR	5,000.00		4,196.70	14,863.48	(10,666.78)	16.07%	
2220	LIBRARY	189,310.00	16,544.42	156,053.40	145,152.99	10,900.41	17.57%	
2290	EARLY RETIREMENT	105,000.00		105,000.00	105,000.00	-	0.00%	
2310	SCHOOL BOARD	130,500.00	848.33	66,114.78	63,020.59	3,094.19	49.34%	
2320	SUPERINTENDENT	345,000.00	28,219.09	312,425.74	301,333.77	11,091.97	9.44%	
2410	PRINCIPALS	991,800.00	67,088.53	880,599.83	964,543.33	(83,943.50)	11.21%	
2510	BUSINESS OFFICE	279,950.00	29,644.91	236,607.89	232,294.45	4,313.44	15.48%	
2580	TECHNOLOGY	435,300.00	101,177.78	292,462.05	294,400.24	(1,938.19)	32.81%	
2610	PLANT OPERATION	1,198,500.00	81,159.60	1,151,780.29	1,078,536.51	73,243.78	3.90%	
2620	MAINTENANCE	958,800.00	60,866.45	638,764.57	740,067.13	(101,302.56)	33.38%	
2700	PUPIL TRANSPORTATION	403,025.00	1,909.73	354,024.62	315,857.28	38,167.34	12.16%	
3535	HIGH ABILITY LEARNERS	2,525.00	151.10	1,672.10	1,759.35	(87.25)	33.78%	
3540	STATE EARLY CHILDHOOD	63,700.00	5,239.25	58,347.14	24,700.07	33,647.07	8.40%	
3551	CTE EXTENSTION GRANT	9,520.00	1,533.10	8,965.85	8,551.00	414.85	5.82%	
3552	SAFETY AND SECURITY GRANT	0.00						
5000	DEBT SERVICES	40,000.00	2,995.50	32,950.50	32,950.50	-	17.62%	
6200	TITLE I	388,250.00	29,882.44	351,546.24	350,380.69	1,165.55	9.45%	
6301	CLSD LITERACY GRANT	518,000.00	127,115.48	478,973.62	0.00	478,973.62	7.53%	
6310	TITLE II PART A	57,910.00	3,951.57	48,519.51	66,990.29	(18,470.78)	16.22%	
6406	IDEA PART B PRESCHOOL	8,400.00	704.73	7,798.43	7,761.85	36.58	7.16%	
6408	IDEA BASE/ENROLLMENT/POVERTY	341,575.00	15,630.97	328,063.73	318,996.72	9,067.01	3.96%	
6412	NON-PUBLIC SPED	39,309.00	1,414.35	39,937.13	38,116.64	1,820.49	-1.60%	
6418	PEAK GRANT	10,000.00			10,727.75	(10,727.75)		
6421	IDEA BASE-ARP	0.00				-		
6423	IDEA NON PUBLIC -ARP	0.00				-		
6700	PERKINS	600.00			300.00	(300.00)		
6968	TITLE IV, PART B, NCLB 21ST CENTURY	227,230.00	22,974.06	217,298.56	210,150.97	7,147.59	4.37%	
6988	EXTENDED CLUBS					-		
6989	SUMMER CLUBS					-		
6990	PROJECT AWARE	182,340.00	9,385.26	193,129.44	87,562.56	105,566.88	-5.92%	
6994	HOMELESS GRANT							
6996	ESSERS/CARES GRANT	0.00				-		
6997	ESSERS II	0.00				-		
6998	ESSERS III	0.00				-		
	SUBTOTAL	20,771,654.00	1,529,624.43	17,391,683.93	16,974,646.11	417,037.82	2.00%	5.79%
	TRANSFER TO FUND							
	TOTAL DISBURSEMENTS:	20,771,654.00	1,529,624.43	17,391,683.93	16,974,646.11			

	Balance on hand District Treasury 8-31-25	5,217,886.47						
	Receipts through: 8-31-2026	20,126,819.04						
	TOTAL BALANCE & RECEIPTS	25,344,705.51						
	Outstanding warrants 8-31-2025	1,335,508.65						
	Warrants issued through: 8-31-2026	17,391,683.93						
	TOTAL WARRANTS	18,727,192.58						
	BALANCE	6,617,512.93						
	Balance in District Treasury	6,950,909.04 *						
	Outstanding warrants	336,057.17						
	Vendor Credit	214.72						
	Voided Checks Prior Posting Period	2,446.34						
	BALANCE	6,617,512.93						

Activity Fund Balance Report - Summary - Exclude Encumbrances

07/2026 - 07/2026

Regular; Beginning Month 07/2026; Processing Month 07/2026; Accounts to Include Accounts with Activity; Fund
Balance Account 124 Records Selected; Fund Number 05

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0001	HS FOOTBALL BALANCE	1,820.94	0.00	(1,820.94)	0.00	0.00
05 704 0003	MS FOOTBALL BALANCE	(4,829.55)	0.00	4,829.55	0.00	0.00
05 704 0004	HS BOYS BASKETBALL BALANCE	(903.68)	0.00	903.68	0.00	0.00
05 704 0006	MS GIRLS BASKETBALL BALANCE	27.00	0.00	(27.00)	0.00	0.00
05 704 0007	MS BOYS BASKETBALL BALANCE	327.90	0.00	(327.90)	0.00	0.00
05 704 0008	HS TRACK BALANCE	(1,269.03)	0.00	13,456.54	(12,187.51)	0.00
05 704 0009	NC INVITATIONAL TRACK BALANCE	4,698.31	0.00	0.00	0.00	4,698.31
05 704 0010	YOUTH GIRLS BB BALANCE	3,220.89	0.00	0.00	0.00	3,220.89
05 704 0011	MS TRACK BALANCE	(93.00)	0.00	93.00	0.00	0.00
05 704 0012	HS WRESTLING BALANCE	1,848.02	233.10	(1,614.92)	0.00	0.00
05 704 0013	MS WRESTLING BALANCE	(310.67)	0.00	310.67	0.00	0.00
05 704 0014	HS & MS CROSS COUNTRY BALANCE	2,476.55	360.00	(2,116.55)	0.00	0.00
05 704 0015	HS UNIFORMS	(12,187.51)	0.00	0.00	12,187.51	0.00
05 704 0016	HS GIRLS BASKETBALL BALANCE	290.15	0.00	(290.15)	0.00	0.00
05 704 0018	HS VOLLEYBALL BALANCE	2,229.37	1,001.33	6,880.46	(8,108.50)	0.00
05 704 0019	MS UNIFORMS	(8,108.50)	0.00	0.00	8,108.50	0.00
05 704 0020	MS VOLLEYBALL BALANCE	813.00	711.35	(101.65)	0.00	0.00
05 704 0021	HS BOYS TENNIS BALANCE	118.37	388.83	270.46	0.00	0.00
05 704 0022	HS GIRLS TENNIS BALANCE	1,624.21	388.83	(1,235.38)	0.00	0.00
05 704 0023	UNIFIED ACTIVITIES	1,992.92	0.00	0.00	0.00	1,992.92
05 704 0024	HS BOYS GOLF BALANCE	2,549.00	385.00	(2,164.00)	0.00	0.00
05 704 0025	FFA BALANCE	11,062.51	0.00	0.00	0.00	11,062.51
05 704 0026	FCCLA BALANCE	12,737.98	4,437.04	0.00	0.00	8,300.94
05 704 0027	PIONNER YOUTH BOYS BASKETBALL BALANCE	126.24	0.00	0.00	0.00	126.24
05 704 0028	NS BOOK FUND BALANCE	(3,157.88)	0.00	0.00	0.00	(3,157.88)
05 704 0030	MUSICAL BALANCE	9,282.88	0.00	0.00	0.00	9,282.88
05 704 0032	MS CONCESSIONS BALANCE	2,819.10	0.00	0.00	0.00	2,819.10
05 704 0033	MS STUDENT FEES	10,417.26	0.00	401.00	0.00	10,818.26
05 704 0035	MS POP BALANCE	1,921.35	0.00	0.00	0.00	1,921.35
05 704 0037	MS BAND RESALE BALANCE	4,036.51	0.00	120.00	0.00	4,156.51
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	(1,456.08)	0.00	5,775.00	0.00	4,318.92
05 704 0040	WEIGHTLIFTING BALANCE	421.95	0.00	0.00	0.00	421.95
05 704 0041	MS TRACK CLUB BALANCE	483.77	0.00	0.00	0.00	483.77
05 704 0043	HW BOOK FUND BALANCE	1,577.45	0.00	0.00	0.00	1,577.45
05 704 0045	CHEERLEADERS BALANCE	(1,846.39)	0.00	2,440.36	0.00	593.97

Activity Fund Balance Report - Summary - Exclude Encumbrances

07/2026 - 07/2026

Regular; Beginning Month 07/2026; Processing Month 07/2026; Accounts to Include Accounts with Activity; Fund
Balance Account 124 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 0046	CLASS OF 2027 BALANCE	1,367.08	0.00	0.00	0.00	1,367.08
05 704 0047	MS BAND TRIP BALANCE	176.00	0.00	0.00	0.00	176.00
05 704 0048	SPEECH CONTEST BALANCE	729.25	0.00	0.00	0.00	729.25
05 704 0049	DRAMA ACTIVITY BALANCE	1,250.34	0.00	0.00	0.00	1,250.34
05 704 0050	MS STUDENT COUNCIL BALANCE	7,864.79	0.00	0.00	0.00	7,864.79
05 704 0051	HS STUDENT COUNCIL BALANCE	2,771.59	0.00	0.00	0.00	2,771.59
05 704 0052	JOURNALISM BALANCE	8,155.38	1,339.98	0.00	0.00	6,815.40
05 704 0054	ART CLUB BALANCE	1,563.81	0.00	0.00	0.00	1,563.81
05 704 0056	NATIONAL HONOR SOCIETY BALANCE	(1,152.15)	0.00	0.00	0.00	(1,152.15)
05 704 0057	DISTRICT ACTIVITY FUND BALANCE	7,691.03	300.00	300.00	0.00	7,691.03
05 704 0058	HS BAND ACTIVITY BALANCE	1,966.64	0.00	160.00	0.00	2,126.64
05 704 0059	6TH GRADE BAND BALANCE	(985.68)	0.00	0.00	0.00	(985.68)
05 704 0060	HS BOOK SALES BALANCE	4,431.27	0.00	0.00	0.00	4,431.27
05 704 0061	HS SCIENCE GRANT BALANCE	2.02	0.00	0.00	0.00	2.02
05 704 0062	HS QUIZ BOWL BALANCE	200.00	0.00	0.00	0.00	200.00
05 704 0063	MS QUIZ BOWL BALANCE	176.06	0.00	0.00	0.00	176.06
05 704 0064	HS SCIENCE CLUB BALANCE	1,275.06	0.00	75.00	0.00	1,350.06
05 704 0068	HS CONCESSIONS BALANCE	28,307.47	0.00	0.00	0.00	28,307.47
05 704 0069	PRECORDERS BALANCE	695.68	0.00	0.00	0.00	695.68
05 704 0070	VARSITY CLUB BALANCE	11,791.62	0.00	0.00	0.00	11,791.62
05 704 0071	WELLNESS BALANCE	8,637.92	0.00	0.00	0.00	8,637.92
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	1,322.03	0.00	0.00	0.00	1,322.03
05 704 0077	HS GOLF FUNDRAISING	519.45	0.00	0.00	0.00	519.45
05 704 0078	HS WRESTLING FUNDRAISER	3,898.32	0.00	0.00	0.00	3,898.32
05 704 0079	HORTICULTURE BALANCE	603.27	0.00	0.00	0.00	603.27
05 704 0082	NC DRUG FEE BALANCE	221.10	0.00	0.00	0.00	221.10
05 704 0083	ATHLETIC TRAINER SUPPLIES BALANCE	(5,692.70)	1,593.57	7,286.27	0.00	0.00
05 704 0085	HW PURPLE JAM BALANCE	500.32	0.00	0.00	0.00	500.32
05 704 0086	SUMMER SB LEAGUE BALANCE	(16.75)	0.00	0.00	0.00	(16.75)
05 704 0087	HAYWARD FUNDRAISER BALANCE	1,853.22	0.00	0.00	0.00	1,853.22
05 704 0088	MS BOOK SALES BALANCE	(1,904.15)	0.00	80.75	0.00	(1,823.40)
05 704 0090	VOLLEYBALL CLUB BALANCE	735.05	0.00	0.00	0.00	735.05
05 704 0091	GIRLS SOCCER CLUB BALANCE	5,464.84	0.00	0.00	0.00	5,464.84
05 704 0092	CLASS OF 2028 BALANCE	31.89	0.00	0.00	0.00	31.89
05 704 0093	FBLA BALANCE	237.96	0.00	0.00	0.00	237.96

Activity Fund Balance Report - Summary - Exclude Encumbrances

07/2026 - 07/2026

Regular; Beginning Month 07/2026; Processing Month 07/2026; Accounts to Include Accounts with Activity; Fund
Balance Account 124 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 0095	HS ENGLISH BALANCE	291.86	0.00	0.00	0.00	291.86
05 704 0096	PIONEER PERKS BALANCE	585.13	0.00	0.00	0.00	585.13
05 704 0097	NS FUNDRAISER BALANCE	1,907.71	0.00	0.00	0.00	1,907.71
05 704 0098	BBB SUMMER LEAGUE BALANCE	3,778.71	330.00	0.00	0.00	3,448.71
05 704 0099	DISTRICT WELLNESS BALANCE	3,319.97	1,106.56	0.00	0.00	2,213.41
05 704 0101	PIONEER CROSS COUNTRY BALANCE	831.98	0.00	0.00	0.00	831.98
05 704 0103	DISTRICT II MUSIC CONTEST BALANCE	633.54	0.00	0.00	0.00	633.54
05 704 0104	HS SCIENCE SCHOLARSHIP BALANCE	151.51	0.00	0.00	0.00	151.51
05 704 0105	HS SOCCER BALANCE	2,221.05	0.00	(2,221.05)	0.00	0.00
05 704 0106	BOYS TENNIS CLUB BALANCE	(219.34)	0.00	0.00	0.00	(219.34)
05 704 0107	HS GIRLS GOLF BALANCE	2,713.78	0.00	(2,713.78)	0.00	0.00
05 704 0108	EXPRESSIONS BALANCE	4,950.85	0.00	0.00	0.00	4,950.85
05 704 0110	MS VOCAL BALANCE	190.00	0.00	0.00	0.00	190.00
05 704 0111	HS SPED BALANCE	2,705.88	52.90	0.00	0.00	2,652.98
05 704 0112	SUMMER GBB BALANCE	1,897.25	0.00	0.00	0.00	1,897.25
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	1,001.32	0.00	0.00	0.00	1,001.32
05 704 0118	Girls Wrestling Club Balance	2,104.28	0.00	0.00	0.00	2,104.28
05 704 0121	CLASS OF 2026 BALANCE	450.90	0.00	0.00	0.00	450.90
05 704 0123	HS SOFTBALL BALANCE	1,122.47	0.00	(1,122.47)	0.00	0.00
05 704 0124	CD/INTEREST BALANCE	(2,492.01)	0.01	309.19	0.00	(2,182.83)
05 704 0125	HS BASEBALL BALANCE	(498.56)	0.00	498.56	0.00	0.00
05 704 0126	MUSIC TRIP BALANCE	2,014.50	0.00	0.00	0.00	2,014.50
05 704 0127	HAL BALANCE	370.46	0.00	0.00	0.00	370.46
05 704 0128	BASEBALL CLUB BALANCE	4,812.65	0.00	0.00	0.00	4,812.65
05 704 0130	HS SOUND SYSTEM BALANCE	846.25	0.00	0.00	0.00	846.25
05 704 0131	SUMMER SCHOOL BALANCE	11,126.02	1,932.76	0.00	0.00	9,193.26
05 704 0132	HS ART FEES BALANCE	5,994.61	0.00	20.00	0.00	6,014.61
05 704 0133	HS SPANISH FEES BALANCE	278.72	0.00	0.00	0.00	278.72
05 704 0135	MS ART FEES BALANCE	1,905.70	0.00	0.00	0.00	1,905.70
05 704 0136	MS IT FEES BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0137	HS FOOD FEES BALANCE	(601.17)	0.00	601.17	0.00	0.00
05 704 0138	COLLEGE TUITION FEES BALANCE	735.17	0.00	0.00	0.00	735.17
05 704 0139	MATH TECHNOLOGY BALANCE	2,149.35	0.00	0.00	0.00	2,149.35
05 704 0140	Education Quest	8,778.23	0.00	780.07	0.00	9,558.30

Activity Fund Balance Report - Summary - Exclude Encumbrances

07/2026 - 07/2026

Regular; Beginning Month 07/2026; Processing Month 07/2026; Accounts to Include Accounts with Activity; Fund
Balance Account 124 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 0141	CO BALANCE	22,547.50	267.70	472.31	0.00	22,752.11
05 704 0144	PIONEER PETE BALANCE	1,940.97	0.00	0.00	0.00	1,940.97
05 704 0145	HS TRACK CLUB BALANCE	212.73	0.00	0.00	0.00	212.73
05 704 0148	MS PIONEER HONOR SOCIETY BALANCE	1,722.37	0.00	0.00	0.00	1,722.37
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 0157	TECHNOLOGY BALANCE	27,382.67	19,774.10	500.00	0.00	8,108.57
05 704 0158	MS LIFE SKILLS BALANCE	3,206.44	0.00	0.00	0.00	3,206.44
05 704 0159	CA CONSTRUCTION BALANCE	5,975.09	0.00	0.00	0.00	5,975.09
05 704 0160	CLASS OF 2029 BALANCE	237.00	0.00	0.00	0.00	237.00
05 704 0161	CA WELDING BALANCE	921.34	0.00	0.00	0.00	921.34
05 704 0162	CA-INFORMATION TECHNOLOGY BALANCE	600.59	0.00	0.00	0.00	600.59
05 704 0163	YOUTH TENNIS CLUB BALANCE	747.30	0.00	0.00	0.00	747.30
05 704 0164	JAG BALANCE	431.61	0.00	0.00	0.00	431.61
05 704 0165	ESPORTS BALANCE	1,125.73	0.00	0.00	0.00	1,125.73
05 704 0166	TURF AND DIRT BALANCE	0.00	0.00	0.00	0.00	0.00
Fund Total: 05		293,612.80	34,603.06	30,808.25	0.00	289,817.99

		8/1/2026	Board Meeting Mileage Sheet							
DATE										
PURCHASED	YEAR	TRADE NAME	STYLE	NUMBER	BODY TYPE	CAPACITY	VEHICLE ID#	CYLINDERS	LICENSE #	MILEAGE
11/19/2007	2007	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31L27DA62220	8	53028	205571
1/4/2008	2007	CHEVY	VAN	TAN	ES UPLANDER	7	1GNDV23107D159355	6	51495	188707
6/26/2018	2013	FORD	PICKUP	RED	F150	5	1FTFW1EF1DKF26059	8	58436	151884
7/22/2009	2008	CHEVY	VAN	RED	UPLANDER LS	7	1GNDV23128D130117	6	51678	199702
8/17/2009	2001	CHEVY	VAN	WHITE	EXPRESS	2	1GCHG35R111152386	6	51494	116996
9/23/2009	2009	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31LX9DA54328	6	53021	103922
11/16/2012	2011	DODGE VAN	VAN	SILVER	GRAND CARAVAN	5	2D4RN3DG9BR628362	6	56540	187164
12/17/2021	2016	CHEVY	SPED BUS	YELLOW	MICRO BIRD	13	1GB3G3BG5F1127886	8	60892	87033
4/25/2022	2014	DODGE VAN	VAN	NAVY	GRAND CARAVAN	6	2C4RDGBG4ER353286	6	60384	103387
6/2022	2019	DODGE VAN (SPED)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGBG6HR735999	6	60884	43220
5/2022	2013	CHEVY VAN	VAN	WHITE	EXPRESS	10	1GAWGPFA7D1176079	6	60382	43982
12/2022	2019	DODGE VAN (Activity)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGEG1KR739509	6	60890	97820
11/1/2023	2021	NISSAN VAN	VAN	SILVER	VAN	10	5BZAF0AA8MN850607	6	60902	83276
11/2023	2023	CHEVY	TRUCK	WHITE	2500 HD	3	1GC0YLE70PF209343	8	60898	27275
12/2023	2023	FORD	VAN	WHITE	TRANSIT	10	1FBAX2C89PKB95953	8	62998	14154
7/2024	2024	FORD	SUV	BLACK	EXPEDITION	6	1FMJK1J83REA51268	8	68001	18010
7/2024	2019	DODGE VAN	VAN	DARK GRAY	GRAND CARAVAN	6	2C4RDGEG2KR571430	6	56539	79955
2/1/2026	2025	CHEVY	BUS	YELLOW	MICRO BIRD	14	1GB3GSB72S1249965	6	63223	1704

4059
Behavioral and Mental Health Training

All public school employees who interact with students and any other appropriate personnel are required to complete behavioral and mental health training with a focus on suicide awareness and prevention training every year. The training may include, but need not be limited to, topics such as identification of early warning signs and symptoms of behavioral and mental health issues in students, appropriate and effective responses for educators to student behavioral and mental health issues, trauma-informed care, and procedures for making students and parents and guardians aware of services and supports for behavioral and mental health issues.

The superintendent will determine the appropriate personnel required to receive the training. The training materials for this training must be included in the Nebraska Department of Education's list of approved training materials. The length of the training shall be a reasonable amount as determined by the school board.

These employees must complete the training designated by the school district or superintendent no later than October 31 of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

Adopted on: December 12, 2016
Revised on: July 10, 2023; June 9, 2025
Reviewed on: April 12, 2021

4045

Milk Expression

Except as otherwise provided by law, the district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has the need to do so. The district will provide a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public. These accommodations will be provided for one year after the child's birth, unless otherwise required by law.

Adopted on: December 12, 2016

Revised on: July 10, 2023

Reviewed on: April 12, 2021

4023
Professional Ethics

The Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education, are the minimum standards for all certificated staff members of the school district. All certified employees are responsible for reading, understanding, and complying with these standards.

Adopted on: December 12, 2016

Revised on:

Reviewed on: May 10, 2021; August 14, 2023

4020

Ownership of Copyrighted Works

Works created by district employees in the course and scope of their employment remain the property of the district. The board may enter into a written agreement with a staff member allowing the staff member to share ownership of a copyright in the covered work. The board will only enter into such an agreement if the written work was created apart from, and in addition to, what the district requires and if the district will not incur an expense to replace the work.

The board hereby expressly grants to other educational entities located within Nebraska a non-exclusive license to use the district's copyrighted works for educational purposes within Nebraska when those works have been placed onto collaborative learning systems within the State.

Adopted on: December 12, 2016

Revised on:

Reviewed on: May 10, 2021; August 14, 2023

4018

Corporal Punishment

Corporal punishment, defined as the infliction of bodily pain as a penalty for disapproved behavior, is prohibited. Some physical contact is inevitable, and most of it is appropriate. Therefore, physical contact, short of corporal punishment, is acceptable to promote personal interaction with students, to maintain order and control, and to protect persons and property.

Adopted on: December 12, 2016

Revised on:

Reviewed on: April 12, 2021; August 14, 2023

4016

Jury Duty and Service as Witness in Court

An employee who has been called to serve as a juror will be granted paid leave. Employees must sign over to the district the compensation they receive for jury duty, but not compensation for expenses.

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the district his or her witness fee.

Adopted on: December 12, 2016

Revised on:

Reviewed on: April 12, 2021; August 14, 2023



The Nebraska Department of Education

awards this course completion certificate for

Guidance to Prepare an Emergency Operations Plan (4 hours)

to

Brian Hoover

on August 3, 2026

**This certificate expires on
August 1, 2028:**





Nebraska Association of School Boards
All Lines Interlocal Cooperative Aggregate Pool

NASB ALICAP PREMIUM CONTRIBUTION BILLING STATEMENT

Original notice for policy year 2026-2027

9/1/26 through 8/31/27

Name of School District/ESU: **Nebraska City Public Schools**

Workers Compensation:

<u>Class Code</u>	<u>Original estimated payroll</u>		<u>9/1/26 Pool Rates</u>	<u>Cost</u>
8868	\$10,950,000	X	.0037	\$40,515
9101	\$290,000	X	.0317	\$9,193
7380	\$30,000	X	.0514	\$1,542
Total	<u>\$11,270,000</u>			

Base premium contribution	\$51,250
Experience Modifier (<i>times</i>)	<u>0.99</u>
Modified Premium	\$50,738
Premium Size Discount (<i>less</i>)	<u>\$4,985</u>
contribution required per estimated payroll figures	\$45,752

Property, Liability, Boiler and Machinery, Errors and Omissions: **\$150,088**

Contribution Due for 26-27 policy year **\$195,840**

Credits:

Owner Dividend Credit	<u>(\$4,140)</u>
Loss Control Credit	<u>0</u>

Total Credit	<u>(\$4,140)</u>
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Net Contribution Due for 26/27 Policy Year **\$191,700**

Legend of Classification Codes:

8868 = Professional employees, teachers, administrators, aides and clerical

9101 = Custodians, cooks, and all other employees

7380 = Bus Drivers

PLEASE MAKE CHECKS PAYABLE TO AND REMIT TO

NASB ALICAP
1311 Stockwell Street
Lincoln, NE 68502

Billing is subject to adjustment based upon audited payroll figures or upon any applicable statutory requirement.

Payment due no later than September 30, 2026

5004 Option Enrollment

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

1. Definitions

- a. Option Student Defined.** Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.
- d. Elementary School Defined.** Elementary school means grades K-5.
- e. Middle School Defined.** Middle School means grades 6-8.
- f. High School Defined.** High School means grades 9-12.
- g. Individual Student Defined.** Individual Student means the individual person seeking to begin attendance as an option student in the school district and who such person's parent or legal guardian has identified in a written application for option enrollment submitted to the school board.
- h. Applicants Defined.** Applicants means the Individual Student together with all siblings of the Individual Student.
- i. Siblings Defined.** Siblings means all children residing in the same household on a permanent basis who have the same mother or father or who are stepbrother or stepsister to each

other who have not received a high school diploma or its equivalent.

2. **Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

3. **Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

4. **Automatic Acceptance.** The option school district must automatically accept applications of Individual Students under the following circumstances:

- a. The Individual Student relocates in a different school district but wants to continue attending his or her original resident school district and the Individual Student has been enrolled in his or her original resident school district for the immediately preceding two years (in which case the time deadlines are waived);

- b. The Individual Student relocates in a different school district but wants to continue attending the option school district (in which case the time deadlines are waived); or

- c. The Individual Student is a sibling of an option student enrolled in the option school district.

5. **Standards for Acceptance or Rejection of All Other Option Students.** For Individual Students not entitled to automatic acceptance as described in the preceding section, no application for option enrollment may be accepted if enrollment in the school district if any of the Applicants would exceed the school district's capacity as described in this section.

- a. **Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that **any of the Applicants student** has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C.

1400 et seq., or has been diagnosed with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide **all of the Applicants** the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

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

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

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

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

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

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

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

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

10. Late Applications and Requests for Release

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

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

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

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

12. Cancellation of Option.

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

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

13. Authority of Superintendent.

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

Adopted on: December 21, 2016

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

Reviewed on: January 16, 2023; September 9, 2024; September 8, 2025

3056 Guest Speakers

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

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

1. Research the guest speaker, have a clear understanding of the guest speaker's purpose and message, and determine that the speaker's message complies with the school district's policies and fundamental values.
2. Complete a Guest Speaker Request Form and submit it to the building principal **within a reasonable timeframe to allow parent notification prior to five (5) school days in advance** ~~at least twenty (20) school days~~ prior to the proposed appearance.
3. Notify the main office of the name, time, and date of the guest speaker's appearance (if the request is approved).
4. Notify parents of the name, time, date, and topic and summary of the presentation at least five (5) school days before the presentation (if the request is approved).
5. Require the guest speaker to submit a copy of any visual or written materials to the employee at least 24 hours prior to any presentation. The employee shall submit the materials to the principal upon receipt.
6. Prepare students in advance for the experience.
7. Inform the guest speaker that students or employees may ask challenging questions or offer differing viewpoints.
8. Terminate the presentation if the speaker fails to limit his or her remarks to the subject on which he or she has been invited to speak.

9. Remain with the speaker and students to facilitate and monitor the discussion.
10. Provide appropriate follow-up activities and education.

Assembly Speakers. Employees who desire to invite a guest speaker to address staff or students at an assembly must follow the identical procedures outlined above. In addition, the employee must submit the Guest Speaker Request Form to the superintendent at least twenty (20) days prior to the proposed appearance and the speaker submitted materials upon receipt.

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

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

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

Controversial Issues. If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will still be of benefit to the students, (1) the employee and administrator will work with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least five (5) days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

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

Adopted on: August 13, 2020

Revised on:

Reviewed on: May 8, 2023

6009

Grade Placement and Academic Credits of Transfer Students

The district will use the criteria outlined below to determine both the grade-level placement and the academic credit awarded to transfer students. The administration is the final decision-maker and decisions made pursuant to this policy may not be appealed to the board of education.

Transfer from an Accredited School District

A student transferring from an accredited school generally will be placed at the grade level that is comparable to the placement in the school from which the student is transferring. Temporary placement may be made until a student's records are received to verify the placement.

The student's building principal may place a student into a grade level that is different from the accredited school from which the student is transferring after considering the following information:

- Student's chronological age
- Previous school experience
- Academic transcript received from the accredited school of origin
- Testing data from the accredited school of origin, including but not limited to, standardized achievement test data, criterion-referenced test data, classroom testing data, and diagnostic test data
- Testing data from any tests or assessments conducted by the school district

All credits awarded to a student by an accredited institution will be counted towards applicable graduation requirements for the transferring student.

Transfer From a Non-Accredited School

A student or a parent/guardian of a student who is transferring into the district from a non-accredited school must provide the district with copies of all materials that have been used to provide instruction to the student that the family would like the district to consider in determining the appropriate grade level at which to place the student and credits to be awarded to the

student. The student's building principal will then consider those materials and the following factors in determining the grade level placement for the student:

- Student's chronological age
- Previous school experience
- Materials submitted by the student or family pursuant to this policy
- Testing data from any tests or assessments conducted by the school district

The district will only award credit toward graduation from courses while the student was in a non-accredited school if the student can demonstrate mastery of the concepts required for completion of that course. Mastery will be assessed by standard and non-standardized testing, at the discretion of the administration.

Multiple Enrollments and Re-enrollments In the Same Semester

Students from non-accredited schools who disenroll and then re-enroll in the district multiple times during the same semester will be permitted to resume the grade placement that the student was in at the time of the prior enrollment. However, students who fail to attend the total number of days per semester required of enrolled students will not be eligible to receive credit for the partial semester of enrollment.

The district will not retroactively award credit for time spent in exempt or non-accredited status.

A student's eligibility to participate in extracurricular activities upon re-entry is subject to all eligibility rules and the district's policies governing extracurricular eligibility.

Placement of International Students.

The district administration, in conjunction with the building principal, will determine the appropriate grade level/credit status of a student transferring from a country other than the US.

Graduation Requirements

Regardless of the school(s) previously attended, a student transferring into the school district in grades 9-12 will be responsible for meeting all graduation requirements to be awarded a diploma from the district.

Subject to a determination on grade placement based on the criteria set forth below, a student transferring from an accredited school generally will be placed at the grade level that is comparable to the placement in the school from which the student is transferring. Temporary placement may be made until a student's records are received to verify the placement.

Elementary Level Students

The appropriate level of placement for elementary level students may be determined by, but not limited to, consideration of the following information:

- Chronological age
- Previous public school or private school experience
- Diagnostic test data
- Achievement test data
- Criterion referenced test data

Secondary Level Students

The appropriate level of placement for secondary students may be determined by, but not limited to, consideration of the following information:

- Chronological age
- Previous public school or private school experience and transcript
- Standardized achievement test data
- Criterion referenced test data
- Final examination test data
- Diagnostic test data

The district will accept credits toward graduation that were awarded by an accredited school district and which, in the professional judgment of the administrative team, are sufficiently rigorous and comparable to the district's offered courses of study. A student transferring into the school district in grades 9-12 will be responsible for meeting all graduation requirements in order to be awarded a diploma from the district.

Students who transfer from an exempt (home) school and/or a non-accredited school may be awarded credits to be counted toward high school graduation requirements at the discretion of the building principal in consultation with the superintendent of schools. The principal will consider

~~all of the factors listed above and will also consider the student's performance on the district's internal benchmark tests. The district administration, in conjunction with the building principal, will determine the appropriate grade level/credit status of a student transferring from a foreign country.~~

Adopted on: December 21, 2016

Revised on:

Reviewed on: March 14, 2022; August 12, 2024

Student Use of AI Tools

Artificial Intelligence

As used in this policy, artificial intelligence tools ("AI Tools") mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChaptGPT, Gemini, Claude Google Bard, and similar programs. Google Bard, and other chatbots.

~~The board recognizes that among other resources, when properly used, AI Tools may be useful to student learning. However, students and staff must ensure that provide valuable source information to students and teachers in relation to the district's academic curriculum and assignments. Ss provide valuable source information to students and teachers in relation to the district's academic curriculum and assignments.~~ student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. ~~Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used.~~ Students may not use AI tools on any assignment, test, or project unless the staff member has given express permission for the student to do so. Staff Member permission to use an AI tool on one assignment does not carry over to other assignments. Individual staff members teachers will decide for each individual assignment the extent to which students may use AI Tools. ~~for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.~~
2. ~~Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.~~
3. If a student uses any AI Tools in connection with a school assignment, the student must: ~~comply with the following:~~

- a. ~~The student must explicitly disclose to the teacher in writing that the student used an AI Tool and the specific AI Tool used.~~
- b. ~~In any student work (whether hard copy, electronic, digital, or otherwise), the student shall~~ Give proper attribution to the **specific** AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.
- c. ~~In no instance may~~ **Never copy and paste** the output from **the one or more** AI Tools **into the** ~~be copied and placed within a student's work as if the student wrote such section himself or herself. For example and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.~~

3. Students may never use AI Tools to:

- a. Cheat on any assignment, test, or quiz;
- b. Help answer questions on a test or quiz without staff member permission;
- c. Make or share deepfakes or fake images, audio, or video of any real person;
- d. Make or share sexual, nude, or intimate images of any real person—even if the image is fake or AI-made;
- e. Bully, harass, threaten, intimidate or impersonate any person;
- f. Place another student or staff member name, photo, voice, or personal information into an AI Tool without staff member authorization;
- g. Use AI Tools to bypass accommodations, content filters, or school security.

4. A student may use AI Tools as an accommodation if his/her IEP team or Section 504 committee has approved use of the tool. The student must disclose the use of AI Tools to the staff member grading the assignment.

5. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.

6. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

Adopted on: August 14, 2023

Revised on:

Reviewed on: June 10, 2024, June 9, 2025

4065 Staff Use of AI Tools

As used in this policy, artificial intelligence tools (“AI Tools”) means machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude, and similar technologies. The board wants to encourage staff to use AI tools to support student learning in safe and lawful ways.

This policy works together with the district’s policies on Student Use of AI Tools, Staff Internet and Computer Use, and Staff and District Social Media Use.

Tool Approval. Staff may not use an AI Tool with students or with student information unless a member of the district’s administration has approved it. To use a new tool, staff must request approval from his/her supervising administrator first. Before approving a tool, the district will review the vendor’s privacy and security practices, the kind of student information the tool would use, and whether a written data-sharing agreement with the vendor is required. The district will keep a list of approved AI Tools and the allowed uses for each.

I. Staff Expectations for Use of AI Tools in Education

A. Acceptable Use of AI Tools. Staff members must use their own professional oversight for any task they use AI Tools to complete and must carefully review the outputs of all AI Tools. Staff may use approved AI Tools to help with things like:

1. Drafting lesson plans, learning goals, and activities;
2. Assisting in initial review and feedback of student work;
3. Making reading passages or practice problems at different levels;
4. Drafting general messages like newsletters or announcements;
5. Finding resources or summarizing public information;
6. Drafting routine communications.

B. Protecting Student Information. Staff may upload student information into an AI Tool only when (a) the tool is district-approved, and (b) the vendor is bound by a written data-sharing agreement with terms that meet FERPA, COPPA, PPRA, and applicable state student data privacy laws. For this purpose, student information includes student names, ID numbers, education records, IEPs, Section 504 plans, evaluations, health records, and discipline records. This rule applies whether the staff member uses a district account, a personal account, a free version, or a paid version.

C. Recording and Transcription Tools. Staff may use AI recording or transcription tools only if:

1. The transcription tool has been approved by an administrator for use in the school context; and
2. All participants to the meeting are informed that the staff member is recording or transcribing the meeting.

The resulting recording or transcript may be subject to the district's retention and confidentiality policies.

D. Unacceptable Use of AI Tools in Education. Staff may never use AI tools to:

1. Upload FERPA-protected information about students without the express, written authorization from administrators who have assured themselves that such disclosure is lawful;
2. Relying solely on an AI Tool to grade student work that counts toward a grade or transcript or otherwise evaluate student academic progress;
3. Make or share deepfakes or fake images, audio, or video of any real person.
4. Make or share sexual or intimate images of any real person—even if the image is AI-generated;
5. Use AI to harass, bully, threaten, or impersonate any student, staff member, parent, board member, or community member;
6. Use AI to watch, track, or scan faces of students or staff outside of systems the board has approved;
7. Upload materials to AI if the copyright or license does not allow it;

8. Share district AI accounts or passwords with students or others;
9. Use district AI accounts for personal or business reasons; or
10. Use AI to bypass district network security, content filters, or device controls.

If any staff member is uncertain about the application of this policy to any AI Tool use, the staff member will check with a supervising administrator before use.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4057 Superintendent Evaluation

The board shall observe and evaluate the superintendent based upon actual classroom observations for an entire instructional period at least twice during his first year of employment and at least once each year thereafter. Additional evaluations may be conducted at the discretion of the board. For the purposes of this policy, "actual classroom observation" shall mean observing the superintendent performing activities that are typical of his or her position. An "entire instructional period" for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of some aspect of the superintendent's work during the semester for no less than 40 minutes.

Purpose. The purposes of the formal job evaluation are:

1. To provide a means of rational, structured communication between the board and superintendent to create a more constructive and effective working relationship.
2. To provide a basis for commending, rewarding and reinforcing good work, as well as identifying areas where the superintendent needs to improve.
3. To clarify the superintendent's role and inform the superintendent of the board's expectations.

Dates. Unless otherwise provided for in the superintendent's employment contract, the first year evaluations should take place (1) at or prior to the ~~October~~ **December** board meeting, and (2) at or prior to the ~~January~~ **March** board meeting. Annual evaluations shall generally take place at a board meeting held during the month before the date in the superintendent's employment contract by which the board must notify the superintendent of its intention to consider the nonrenewal or amendment of the contract. In the absence of such a contract provision, the annual evaluation should take place at or prior to the March board meeting. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and shall make his evaluation an agenda item for the board meeting.

Evaluation Document. The superintendent shall submit a recommended evaluation document to the board. The board shall meet and discuss the proposed document with the superintendent. The board may amend and adopt the proposed evaluation document. The board may amend the document or adopt a new document without amending this policy. The

superintendent shall submit the evaluation document to the Nebraska Department of Education.

Evaluation Procedures. Each board member shall have the opportunity to complete a draft evaluation document. The board president shall compile the individual draft evaluations into a single and final evaluation, provide a copy to the superintendent, and discuss it with him or her. **If** The superintendent's evaluation **is** **will be** conducted at a board meeting. The superintendent's evaluation may be conducted in closed session if it is necessary to prevent needless injury to the superintendent's reputation and if he or she has not requested it be done in open session.

Deficiencies. If deficiencies are noted in the superintendent's work performance, the board shall provide the superintendent at the time of the observation with a list of deficiencies and a list of suggestions for improvement and assistance in overcoming the deficiencies. The board shall also provide the superintendent with follow-up evaluations and assistance when deficiencies remain, a timeline for improvement, and sufficient time to improve. In the alternative, the board may rely upon the superintendent's education, training, and expertise and require him or her to submit a "list of suggestions for improvement" or plan of improvement for the board's consideration.

Personnel File. The evaluation shall be signed by the board president (or other member of the board) and the superintendent. The superintendent shall place a copy of the evaluation in his or her personnel file. The superintendent may provide a written response to the evaluation to the board. A copy of the response shall also be placed in the superintendent's personnel file. The board may meet with the superintendent to discuss the written response.

Policy Limitation. The evaluation procedures are included in this policy as a result of the board's statutory obligation to evaluate the superintendent and do not give the superintendent any rights not provided by statute. The board's failure to comply with any procedures provided in this policy but not required by law shall not prohibit the board from taking any action regarding the superintendent's employment, up to and including the nonrenewal, amendment, or cancellation of the employment contract.

Adopted on: December 12, 2016

Revised on:

Reviewed on: January 11, 2021; April 10, 2023; April 13, 2026

**RESOLUTION OF THE BOARD OF EDUCATION TO
INCREASE BASE GROWTH PERCENTAGE TO
DETERMINE ITS PROPERTY TAX REQUEST
AUTHORITY**

WHEREAS, the Board of Education ("Board") for **Otoe County School District 66-0111**, commonly known as **Nebraska City Public Schools** (the "School District"), is planning the School District's annual budget for the 2026–2027 school year; and

WHEREAS, the funding needed for the School District to meet its obligations to its students will require an increase in the base growth percentage used to determine the School District's property tax request authority under NEB. REV. STAT. § 79-3403; and

WHEREAS, Nebraska law authorizes the Board, upon an affirmative vote of at least seventy percent (70%) of the Board, to increase such base growth percentage by up to 6%.

BE IT THEREFORE RESOLVED that, pursuant to NEB. REV. STAT. § 79-3405(2), the Board hereby increases the base growth percentage used to determine its property tax request authority for the 2026–2027 budget in an amount of 6%.

Said Resolution was adopted by the Board of Education by a vote of ____ to __ on the 10th day of August, 2026.

ATTEST:

President of the Board of Education

Secretary of the Board of Education



Your Safety Is Our Business
secure • monitor • connect

Nebraska City Public Schools

Read In-Read Out Doors v2

47056-12-0

Dated: 7/17/2026

Prepared for:
Bryan Escobar

Customer: Nebraska City Public Schools

Site: 1700 14 Street
Nebraska City, NE, 68410

Contact: Bryan Escobar | (402) 873-1870 | bescobar@nebcityps.org



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 47056-12-0

Dated: 7/17/2026

Read In-Read Out Doors v2

Scope of Work

SYMMETRY LICENSES

- Current Symmetry system with 40 reader licenses, all of which are in use
- Add 8ea additional licenses which are needed in order to support the read in/read out doors described below

NORTHSIDE ELEMENTARY

- Install En-2DBC door controller at head end. Customer's IT to connect it to nearest PoE switch for network and power.
- En-2DBC will power door hardware; lock power supply is not needed
- At office/hallway door, install maglock, doors contact, and 2ea readers to provide Read In/Read out capability
- Connect to En-2DBC with composite & 22/6 pulled thru drop
- Since door does not have an illuminated exit sign, Rex motion & emergency exit button are not needed
- Connect En-2DBC to existing fire alarm relay for release upon alarm
- If no relay exists, then customer's fire alarm provider must provide one near En-2DBC
- System checkout

HAYWARD ELEMENTARY

- Install En-2DBC door controller at head end. Customer's IT to connect it to nearest PoE switch for network and power.
- En-2DBC will power door hardware; lock power supply is not needed
- At office/hallway door, install maglock, doors contact, and 2ea readers to provide Read In/Read out capability
- Connect to En-2DBC with composite & 22/6 pulled thru drop
- Since door does not have an illuminated exit sign, Rex motion & emergency exit button are not needed
- Connect En-2DBC to existing fire alarm relay for release upon alarm
- If no relay exists, then customer's fire alarm provider must provide one near En-2DBC
- System checkout

MIDDLE SCHOOL

Prepared by: Aaron Semm • Security Consultant

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8200 Cody Dr, Ste I Lincoln, NE 68512 | P: (402)-434-3233-4261 | F: (402)-434-9283

Customer: Nebraska City Public Schools

Site: 1700 14 Street
Nebraska City, NE, 68410

Contact: Bryan Escobar | (402) 873-1870 | bescobar@nebcityps.org



Proposal #: 47056-12-0
Dated: 7/17/2026

- Install En-2DBC door controller at head end. Customer's IT to connect it to nearest PoE switch for network and power.
- En-2DBC will power door hardware; lock power supply is not needed
- At office/hallway door, install maglock, doors contact, and 2ea readers to provide Read In/Read out capability
- Connect to En-2DBC with composite & 22/6 pulled thru drop
- Since door does not have an illuminated exit sign, Rex motion & emergency exit button are not needed
- Connect En-2DBC to existing fire alarm relay for release upon alarm
- If no relay exists, then customer's fire alarm provider must provide one near En-2DBC
- System checkout

HIGH SCHOOL

- Install En-2DBC door controller at head end. Customer's IT to connect it to nearest PoE switch for network and power.
- En-2DBC will power door hardware; lock power supply is not needed
- At office/hallway door, install maglock, doors contact, and 2ea readers to provide Read In/Read out capability
- Connect to En-2DBC with composite & 22/6 pulled thru drop
- Since door does not have an illuminated exit sign, Rex motion & emergency exit button are not needed
- Connect En-2DBC to existing fire alarm relay for release upon alarm
- If no relay exists, then customer's fire alarm provider must provide one near En-2DBC
- System checkout

STANDARD QUALIFICATIONS:

- All work shall be done during normal working hours
- All ceiling, floor and walls are assumed to be accessible for cable and device installation
- Customer to provide all conduit, back boxes, and 120 VAC power as required
- Customer to provide Ethernet network including: equipment, network drops, connectivity, and IP addresses as required.
- Customer to provide client work stations that meet the manufactures minimum requirements
- Customer to provide wall or rack space for equipment as required
- Any existing wire and/or equipment to be reused that does not meet standards will be replaced at an additional charge
- All devices listed above based on assumptions of being a complete system, subject to final approval from the AHJ. If any devices are required to be added to the system to achieve code compliance, they would be added to the project on a time and material basis
- SEi is not responsible for drywall or painting work necessary for installation.

Prepared by: Aaron Semm • Security Consultant
asemm@seisecurity.com • seisecurity.com

8200 Cody Dr, Ste I Lincoln, NE 68512 | P: (402)-434-3233-4261 | F: (402)-434-9283

Customer: Nebraska City Public Schools

Site: 1700 14 Street
Nebraska City, NE, 68410

Contact: Bryan Escobar | (402) 873-1870 | bescobar@nebcityps.org



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 47056-12-0

Dated: 7/17/2026

- SEi is not responsible for patching or covering holes left behind by removing, relocating, or replacing existing equipment.
- No permits or bonds are included in this price
- SEi has excluded sales tax in the proposal given.
- A 50% down payment will be required by SEi prior to our ordering equipment.
- The proposal excludes potential price increases due to government-imposed tariffs. Any such increases will be the customer's responsibility until SEi receives a 50% deposit. Once the deposit is received, SEi will secure equipment at the current pricing.

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Proposal #: 47056-12-0

Dated: 7/17/2026

Schedule of Protection

Symmetry Licenses \$717.00

QTY	Description
1	Symmetry Professional 8 Reader License Add-On

Northside Elementary Read in Read out \$5,199.00

QTY	Description
2	Symmetry Blue 929S (Wiegand + OSDP) Mullion Reader
1	Edge Network 2 Door PoE+ Controller
1	Maglock
1	3/8" Contact, Brown
100	Composite Plenum Shielded Wire
100	22/6 Plenum Shielded Wire, White
1	SEi Labor to tie into fire relay by others

Hayward Elementary Read in Read out \$5,199.00

QTY	Description
2	Symmetry Blue 929S (Wiegand + OSDP) Mullion Reader
1	Edge Network 2 Door PoE+ Controller
1	Maglock
1	3/8" Contact, Brown
100	Composite Plenum Shielded Wire
100	22/6 Plenum Shielded Wire, White
1	SEi Labor to tie into fire relay by others

Middle School Read in Read out \$5,624.00

QTY	Description
2	Symmetry Blue 929S (Wiegand + OSDP) Mullion Reader
1	Edge Network 2 Door PoE+ Controller
1	Maglock
1	3/8" Contact, Brown
150	Composite Plenum Shielded Wire
150	22/6 Plenum Shielded Wire, White
1	SEi Labor to tie into fire relay by others

High School Read in Read out \$5,199.00

QTY	Description
2	Symmetry Blue 929S (Wiegand + OSDP) Mullion Reader
1	Edge Network 2 Door PoE+ Controller
1	Maglock
1	3/8" Contact, Brown
100	Composite Plenum Shielded Wire
100	22/6 Plenum Shielded Wire, White
1	SEi Labor to tie into fire relay by others

Prepared by: Aaron Semm • Security Consultant

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Proposal #: 47056-12-0

Dated: 7/17/2026

Investment Summary

Deposit Due in Advance	\$10,970.00
Balance Due Upon Completion	\$10,970.00
Total Proposal Amount	\$21,940.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

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8200 Cody Dr, Ste I Lincoln, NE 68512 | P: (402)-434-3233-4261 | F: (402)-434-9283

Commercial Installation and Service Agreement

THIS AGREEMENT is made July 17, 2026, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "Company") and Nebraska City Public Schools ("Subscriber"). Location of Customer's premises 1700 14 Street, Nebraska City, NE 68410.

Subject to the terms and conditions hereinafter set forth, Company agrees to sell, provide installation services, (except for any and all radio equipment), and provide () of the equipment specified on **"Schedule of Protection / Scope of Work"** (all service offerings selected are collectively, **"Services"**), which is incorporated herein by reference.

Note:

Subscriber acknowledges and agrees that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has voluntarily elected to accept the System based on Subscriber's business reasons, e.g., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (iii) a second telephone line at the Premises may be necessary to use the telephone while the System is transmitting data to the monitoring facility, (iv) if the System includes radio equipment or the System is owned by the Company, Subscriber shall permit Company to remove the radio equipment or the System within three (3) business days after the termination of services to the radio or the System and Subscriber agrees to pay Company on a time basis at Company's then prevailing charges for such removal or, at Company's sole election, Subscriber shall, at its sole cost, within three (3) business days after the termination of services to the radio or System, remove and return the radio equipment or the System complete, undamaged (ordinary wear and tear excepted), and in good working order to the Company at the Company's home office, (v) Subscriber shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, "First Responders") that may affect Company's performance of services to Subscriber, (vi) the local municipality where the Premises is located may require a license, permit or fee for the installation, use or monitoring of the System which is the sole responsibility of Subscriber to determine and comply with, and (vii) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the internet are susceptible to being accessed by others, e.g., hackers, and Subscriber hereby releases Company for and from all damages, losses, costs and liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Subscriber agrees to pay Company the sum of \$21,940.00, plus tax, if applicable, for the sale and installation of the System as follows: A 50% deposit prior to ordering equipment. The remaining balance is due in full at time of substantial completion. Installation jobs over \$25,000 are subject to additional progress billing frequencies at Company discretion. Upon substantial completion of installation by ☐ electronic funds transfer ("EFT") ☒ cash, check or money order ☐ credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above.

Recurring Charges:

Subscriber agrees to pay Company the sum of \$0.00, plus tax, if applicable, per month for the lease of the System (if checked above), and Services, prepaid for a period of five (5) years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term. Time is of the essence with regard to this paragraph.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Aaron Semm
Approved By: _____
Date: _____

Nebraska City Public Schools

Signature: _____
Date: _____
Print Name: Bryan Escobar
Title: _____
Email: bescobar@nebcityps.org

Terms & Conditions

1. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE SUBSCRIBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change.

3. **Transmission of Data, Video or Voice.** Subscriber acknowledges and agrees that the System is a non-supervised reporting device. If the transmission medium for delivery of data ("Signals"), video images or voice or other audio communications from your System to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, Subscriber understands that (i) a video system enables Company to record, store and review images of the Premises and the area outside of the Premises, (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises, and (iii) a two-way voice system enables Company to "listen-in" to the Premises and to record, store and review such oral communications. Subscriber authorizes and consents to Company viewing the Premises and the area outside of the Premises and "listening-in" to the Premises and releases Company and Representatives for all claims, losses, damages, costs and expenses due to Company viewing the Premises and the area outside of the Premises and listening-in to the Premises.

4. **Release of Insured Losses.** Subscriber hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Subscriber's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Subscriber's insurance, and (iv) due to under insurance.

5. **Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Subscriber represents, warrants and covenants that Subscriber's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against Company or Representatives

Initials: _____

6. **INDEMNIFICATION.** IF ANYONE OTHER THAN SUBSCRIBER, INCLUDING, WITHOUT LIMITATION, SUBSCRIBER'S INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (VIII) A CLAIM UNDER ANY OTHER LEGAL THEORY, SUBSCRIBER AGREES TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

7. **Installation; Service; Delays.** Subscriber acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. Company and Representatives make no representation of delivery and installation of equipment or commencement of Services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and the sole responsibility of Subscriber.

8. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Subscriber, title to any such equipment shall at all times hereafter remain in Company. Subscriber understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to Company only. Should Subscriber default hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to Company's monitoring facility as a result of any cause other than Company's sole negligence, Subscriber unconditionally and irrevocably authorizes Company concurrently or consecutively to: (i) suspend service, (ii) ignore all video images and Signals received from the Systems, (iii) terminate this Agreement, (iv) shut down the Panel and/or the System, (v) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel, and (vi) provide repair service to the System. In the event that Company notifies Subscriber by telephone, electronically or otherwise of Company's decision to service such System and Subscriber fails to (a) immediately authorize Company to provide repair services, and (b) provide reasonable unrestricted access to the Premises and the System within four (4) hours after such notice, Subscriber agrees to pay to Company its then prevailing charges for each data transmission or video image from or to such System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other legal or equitable remedies and rights.

9. **Subscriber's Duties and Responsibilities.** It is the Subscriber's sole responsibility to (a) confirm that the communications equipment, technology and services which are not supplied by Company are compatible with the System and any monitoring facility, especially when there are changes to (i) such communications equipment, technology or services, or (ii) any telecommunications, radio, internet, satellite or other service or provider; and (b) test the System periodically (not less than monthly) and whenever changes are made to the communication path between the System and the monitoring facility, communications equipment, technology or services for the System. Subscriber understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit Signals, video images and voice or other audio communication between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). In the event of any discontinuance, suspension, termination, modification or change (collectively, a "Change") or any contemplated Change as reasonably determined by Company in connection with any communications equipment, technology, software, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Subscriber hereby authorizes Company to provide Subscriber with such alternative in Company's sole and absolute discretion. Subscriber shall be solely responsible to pay (or shall promptly reimburse Company) for (a) all costs of any Provider as well as charges by the Company to modify, substitute or replace any communications equipment, technology, software, service or Provider (at Company's then prevailing rates on a time and material basis), and (b) any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any Change to or modification, substitution or replacement of the communications equipment, technology, service or Provider. Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to Company or the Provider, as appropriate, for correction or repair service. When required, Subscriber shall be solely responsible for the connection of the System or any portion thereof to a fire alarm/life safety system.

10. **False Alarms.** In the event the System is activated for any reason whatsoever, the Subscriber shall (a) pay without recourse, or (b) reimburse Company for any fines, fees, costs, expenses and penalties assessed against Subscriber or Company by any court or governmental agency.

Initials: _____

11. **Default of Subscriber.** In the event of any default by Subscriber, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Subscriber shall immediately pay to Company (a) all payments then due and payable, (b) all charges for labor, material and equipment incurred by Company due to such default based on a time and material basis at Company's then prevailing charges, and (c) fifty percent (50%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

12. **Binding Agreement; Applicable Law.** This Agreement becomes binding upon Company only (a) when signed by an authorized representative of Company, who must be a corporate officer if (i) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (b) upon commencement of services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be governed by and construed according to the laws of Company's principal place of business without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

13. **Assignability of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

14. **Finance and Late Charges.** A finance charge of one and one-third (1-1/3%) percent per month (sixteen (16%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. Subscriber shall also pay to Company an administrative fee (late charge) of five 5% percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

15. **No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

16. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating electronically with First Responders or calling by telephone the telephone numbers supplied by Subscriber in writing for First Responders and persons identified by Subscriber as Subscriber's emergency contacts (the "Call List") within a reasonable period of time under the circumstances at the monitoring facility and the priority of the Signals which are identified in writing (hereinafter "Listed Codes") or video images which, in the Operator's sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the Operator's computer screen at the monitoring facility or when voice communication requesting assistance is received by an Operator from Subscriber or from the Premises. No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a Signal is received at the monitoring facility which is not a Listed Code, Subscriber agrees that Company's sole duty and obligation is for Company to log the Signal (the "Unlisted Code Policy").

If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Subscriber only. You understand and agree that First Responders may not be dispatched or respond to your Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by Company unless there is independent confirmation of a burglary or fire at your Premises, e.g., an on-site witness' report that a point of entry exists or a fire exists.

Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Company may, in its sole and absolute discretion and without any liability, attempt to telephone the Premises or attempt to contact Subscriber through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided by Subscriber in writing, as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from any person at the Premises, Subscriber's representative or any of the personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Company to disregard receipt of a Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images.

Company's efforts to notify first responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.

Initials: _____

Subscriber acknowledges and agrees that (i) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of Company and Subscriber has no rights whatsoever in any of the IP Property, and (ii) Company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Subscriber; provided, that upon the written request of Subscriber, received prior to the Destruction of the IP Property, to retain any specific IP Property, Company shall use commercially reasonable efforts to store the specific IP Property as requested by Subscriber on the condition precedent that Subscriber pay all fees, costs and expenses related to any such request.

17. **Repair; Inspection; Maintenance; Takeover Systems.**

(a) If Subscriber has purchased repair services, repair services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding battery replacement, alarm screens, wiring, light bulbs, L.E.D.s, L.C.D.s, foil tape and obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(b) If Subscriber has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Subscriber's system, pursuant to the terms hereof, and Subscriber agrees to pay Company on a time and material basis at Company's then prevailing charges.

(c) If Subscriber has purchased inspection services, inspection service consists of providing all necessary labor and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed on or about the anniversary date of this Agreement conditioned on Subscriber contacting Company to schedule an appointment for such service.

(d) If Subscriber has purchased maintenance services, maintenance services consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Subscriber contacting Company to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(e) If the System is leased, upon receipt of notice from Subscriber of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(f) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Subscriber's request to do so.

(g) It is understood and agreed by the parties that all service to the System shall be performed by Company only, but Subscriber agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Subscriber notifying Company of the necessity for such service. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide service at the Premises.

(h) Subscriber agrees that all repair, replacement, programming, reprogramming or modification to the System shall be performed by Company only. Unless this Agreement provides otherwise, all such service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(i) If the System is a takeover, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that the System is not in good operating condition or in good working order, that the System will not operate properly with the Services, that there have been excessive activations of the System, that the System has been abused or that the number of problems or cost of service has been or may become excessive and, upon termination by Company, Subscriber shall be entitled to reimbursement of the unearned charge paid for the then current period on request of Subscriber and this shall be the limit of Company's liability.

Initials: _____

18. **Inspection Services**

(a) Service for a fire alarm system consists of providing all necessary labor and testing equipment to visually observe and test the (i) detection devices of the System to determine whether each detection device generates a communication to the control unit(s) of the System; (ii) control unit(s) to determine whether each control unit generates a communication to the appropriate receiving unit(s) or appliance(s); and (iii) manually activated devices of the System, all in substantial compliance in all material respects with applicable law.

(b) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of Service or delay in performing Service. All Service shall be performed at a mutually agreeable date and time, during Company's normal business hours excluding Saturdays, Sundays and holidays.

(c) It is understood and agreed by Subscriber that all Service to the System shall be performed by Company only. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide Service at the Premises.

(d) It is understood and agreed by Subscriber that in the event Company identifies a defect or problem with the System or any test or inspection, Company's sole duty is to advise Subscriber's representative of the defect or problem. Under no circumstances shall Company have any duty or obligation to repair, replace, correct or notify any other person of any such defect or problem.

19. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic or the other forms of communication, Subscriber represents, warrants, covenants and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security surveillance and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Subscriber understands and agrees that (i) a video and/or audio system enables Subscriber and/or Company to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Subscriber hereby agrees, authorizes and consents to Company recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Company is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Company shall be deemed to be subject to paragraph number 1 of the Agreement.

20. **Remote Programming Services.** Subscriber hereby authorizes and consents to Company inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility.

21. **Suspension of Service.** Subscriber agrees that Company's obligations hereunder are waived automatically without notice and Subscriber releases Company for all loss, damage and expense in the event of (i) a default or breach of this Agreement by Subscriber, (ii) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever, or (iii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, governmental orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Subscriber and this shall be the limit of Company's liability. During any interruption of Services for any reason including, without limitation, Force Majeure, the Company has no duty, obligation or liability to supply Subscriber with alternative or substitute services.

22. **Duties of Parties When Equipment Required By Third Parties.** Notwithstanding anything contained herein to the contrary, upon receipt of written notice from Subscriber, Subscriber's insurance company or other authority having jurisdiction, Company agrees to furnish and install all material and equipment required and Subscriber shall pay Company for all such costs on a time and material basis at Company's then prevailing charges.

Initials: _____

23. **LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO SUBSCRIBER).**

(A) COMPANY HEREBY WARRANTS TO SUBSCRIBER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

(B) EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

(C) THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, OR DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SUBSCRIBER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

24. **Company Duty Concerning Property of Others.** Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the communications provider or others ("Property"). If Company provides service to Property, Subscriber agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Subscriber shall pay for such service on a time and material basis at Company's then prevailing charges.

25. **Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

26. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Subscriber. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

27. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Subscriber, all sales, leases, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

Initials: _____

28. **Right to Subcontract.** Company may subcontract for the provision of services under this Agreement. Subscriber

acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Any subcontractor and Company are each independent contractors (not partners or joint ventures).

29. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** Subscriber, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Company, in the ordinary course of its business, recording, reviewing, copying and using the contents of all telephone, video, oral, electronic, internet, broadband and other forms of transmission or communication to which Subscriber and/or Any Person and Company are parties.

30. **Consent to Communication to Others.** Subscriber hereby irrevocably authorizes and consents to Company communicating with U.L. (as necessary or appropriate) and Subscriber's insurance company and/or broker in connection with this Agreement and/or the relationship between Company and Subscriber arising out of or from or as a result of this Agreement; provided, that Company shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Subscriber's insurance company or broker, and all such communication shall be in Company's sole and absolute discretion; provide, further, that all such communications or failures to communicate shall not result in any liability of Company or Representatives. No third-party including, without limitation, U.L. and Subscriber's insurance company and broker are third-party beneficiaries of this section.

31. **Prior Agreements With Others.** Subscriber represents and warrants that (a) his/her/its cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Subscriber agrees to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Subscriber's breach of this representation and warranty.

32. **Subscriber's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any pass-through cost increases, or (ii) any state or Federal statute or regulation, or (iii) any trade union jurisdictional dispute results in Company incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Subscriber hereby consents and authorizes Company to incur such increased or extra expense on behalf of and for the account of the Subscriber, and Subscriber shall pay Company for all such costs incurred by Company.

33. **Environmental Considerations.** Subscriber acknowledges and agrees that any duty or obligation of Company or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Subscriber", or (ii) affirm this Agreement. If Company affirms this Agreement, Subscriber shall (a) immediately remove all Environmental Considerations at Subscriber's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.

34. **U.L. Certified Systems.** In the event the System is U.L. certificated, Subscriber shall pay Company's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and Company dispatches an agent, Subscriber shall pay Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications for the certificate issued, Company agrees, upon receipt of written consent of Subscriber, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Subscriber shall pay all costs thereof at Company's then prevailing charges.

35. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

36. **Credit Investigation Report.** Subscriber authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

37. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

Initials: _____

38. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY

AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.

39. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges. If the termination is for a monetary default, Subscriber understands and agrees that Company shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

40. **Company as Agent.** Subscriber hereby appoints Company as Subscriber's exclusive agent for the term of this Agreement with the authority to act on Subscriber's behalf for all purposes under this Agreement including, without limitation, communicating with any monitoring facility related to the System and Services.

41. **Internet Services.** Company hereby grants to Subscriber a non-exclusive, non-transferable license to use the Company's portal via the internet to access, input, delete and modify Information through the internet. Except for Subscriber's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Subscriber shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Subscriber agrees that upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable Subscriber's access to the portal via the internet and cancel all passwords or other access codes.

42. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.

43. **Email Notice.** In the event Subscriber elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Subscriber acknowledges, understands and agrees that (I) any such notice is conditioned on (a) receipt of the data at Company's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Company's equipment or software, and (II) Company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Company's or Representative's sole, joint or several negligence of any kind or degree.

44. **Electronic Media.** Subscriber authorizes Company to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Subscriber agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

45. **Execution in Counterparts and by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

46. **Authorization.** Company and Subscriber each represent and warrant to the other party that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

47. **Consent to Call Subscriber and Call List.** Subscriber, for him/her/it self and as the authorized agent of Subscriber's employees and each person on the Call List from time-to-time, consents to Company (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Company that he/she opts out of this clause (iii)).

Initials: _____

48. **Applications.** If Subscriber has subscribed to an application (an "App"), Subscriber understands and agrees that (i) the App was developed by a third-party App developer, not Company; (ii) as a condition of downloading and using the App

Subscriber must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (iii) the EULA is between Subscriber and the App developer only; (iv) the App developer, not Company, is solely responsible for the App; (v) Company disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Subscriber and related to the App or Subscriber's use of the App; and (vi) as between Subscriber and Company, Company is a third-party beneficiary of the EULA.

49. **Statutory Notices.**

NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Initials: _____



Propane Supply Proposal

Contract Term: August 1, 2026 – May 30, 2027

Sapp Bros. is pleased to offer a fixed propane price for your fleet of **five school buses** for the contract period listed above.

Pricing

- **Propane:** \$1.29 per gallon
- **Current State Taxes & Fees:** \$0.306 per gallon (*Federal Excise Tax excluded, as schools are exempt.*)
- **Total Current Price:** \$1.596 per gallon

No money down.

Please let us know if you would prefer pricing to be presented with taxes and fees included or shown separately.

Why Choose Sapp Bros.

Reliable Supply

With our propane bulk plant located in **Hamburg, Iowa**, we are well-positioned to meet your fueling needs. In addition, we have propane operations in **Shenandoah, IA; Lincoln, NE; Humboldt, NE; and Omaha, NE**, allowing us to provide dependable backup support should our Hamburg driver be unavailable. This network helps ensure uninterrupted service throughout the contract period.

Automatic Tank Monitoring

We will install a remote tank monitor that allows us to track your propane level in real time. This enables us to schedule deliveries before your tank reaches a critical level, helping ensure you always have fuel when you need it. You will also receive access to a mobile app that allows you to monitor your tank level at any time.

Delivery Capacity

Our fleet of propane bobtail trucks ranges from **single-axle to tandem-axle units**, with tank capacities between **3,500 and 5,000 gallons**. Our equipment is more than capable of meeting your delivery requirements efficiently and reliably.

Safety Commitment

Safety is at the core of everything we do. Sapp Bros. invests heavily in propane safety training for all of our delivery drivers. In addition, our full-time propane service technicians are dedicated to maintaining safe installations, providing prompt service, and delivering exceptional customer support.

We appreciate the opportunity to earn your business and look forward to providing safe, reliable propane service throughout the upcoming school year. If you have any questions or would like to discuss this proposal further, please don't hesitate to contact us.

Thank you for considering Sapp Bros.

Memorandum of Understanding

**Facility Use Agreement Between Nebraska City Public Schools and
Lourdes Central Catholic Schools. Date: 2026-2027 School Year**

1. Purpose

This Memorandum of Understanding (MoU) is established between Nebraska City Public Schools (NCPS) and Lourdes Central Catholic Schools (LCC) to outline the terms and conditions governing Lourdes Central Catholic Schools' usage of facilities owned by Nebraska City Public Schools for extracurricular activities.

2. Scope of Agreement

2.1. Facility Usage: Nebraska City Public Schools agrees to allow Lourdes Central Catholic Schools to use its outdoor facilities for extracurricular activities per Nebraska City Public Schools Board Policy 3014 Use of School Property and per this Memorandum of Understanding. This Memorandum of Understanding replaces the Board Policy Form 3014.R1 Rental Charges.

2.2. Schedule: The schedule for LCC facility usage shall be determined through communication between both schools' administrations. NCPS activities have priority for facility usage. The administration from both schools will work together for activities to occur while ensuring a safe environment is maintained for students and staff.

2.3. Responsibilities: Any damages incurred during LCC's usage of the facilities, they will be billed accordingly, including but not limited to NCPS' employee's time to repair or clean. NCPS employees' billable wages will be \$35.00 per hour per person.

2.4. Rental Charges:

Use of Football Field and/or Track for Varsity competition	\$350.00
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NCPS will provide an NCPS employee on duty during competitions for emergency situations and maintenance concerns. LCC is responsible for all set up and clean up for the event. NCPS will not provide additional supplies, other than those currently and normally available for events. Requests for additional equipment prior to an event or additional clean up after the event will be billed to LCC at \$35.00 per hour/per person for the NCPS employee's .

Use of Football Field and/or Track for non-Varsity competition

If Stadium Lights are turned on	\$200.00
If NCPS employee is called to the facility	\$35.00/hr

Use of Football Field and/or Track for practices	No charge
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NCPS Administration must approve the use of the facility to ensure there are no conflicts with NCPS activities and ensure a safe environment.

3. Terms and Conditions

3.1. Duration: This MoU shall be effective from the date of signing and shall remain in force for a period of one academic school year, 2026-2027. It may be renewed by mutual agreement in writing.

3.2. Termination: Either party may terminate this MoU with 60 days' written notice to the other party.

3.3. Modification: Any modification to this MoU shall be made in writing and signed by both parties.

4. Indemnification: LCC agrees to defend, indemnify, and hold harmless NCPS its employees and agents for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorneys' fees and investigation expenses (pre-suit, suit, trial, appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of LCC or its employees, agents, or servants arising out of the use of any facility under this agreement.

5. Insurance. LCC shall provide a certificate of insurance evidencing general liability coverage under an occurrence basis policy, with minimum limits of \$1,000,000.00 per occurrence and \$5,000,000.00 aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability. There shall be no exclusions for contracted liability. Coverage must be written by a carrier approved by NCPS. NCPS shall be named as an additional insured for claims arising out of any facility use under this policy.

6. Alcohol Use at the Facility. The parties acknowledge that NEB. REV. STAT. § 53-186 makes it unlawful for any person to consume alcoholic liquor upon property owned or controlled by NCPS unless authorized by NCPS's Board of Education. LCC agrees to prohibit the possession, distribution, sale,

dispensation, or use of any alcoholic liquor at the facility unless NCPS's Board of Education has authorized such use.

7. Condition at Termination. At the end of the term hereof, LCC shall surrender the Facility to NCPS in the same condition as when received, exempting ordinary wear and tear.

8. Assignment. LCC shall not assign this MoU in whole or in part and shall not allow any other non-LCC agent or servant to use the facility.

9. Signatures

This Memorandum of Understanding is executed by the duly authorized representatives of both parties on the date first above written.

For Nebraska City Public Schools:

Signature: _____
Print Name: _____
Title: _____
Date: _____

For Lourdes Central Catholic Schools:

Signature: Rev. Benjamin J. Pearson
Print Name: Reverend Benjamin J. Pearson
Title: Chief Administrative Officer
Date: 08/04/2026



This agreement is between EDGE Nebraska City, a program of Partners for Otoe County, and Nebraska City Public Schools for the 2026-27 academic year.

EDGE Nebraska City is under the 501c3 umbrella of Partners for Otoe County and exists to provide programming and support to Nebraska City children and their families. Program delivery primarily happens during the school day in a full classroom setting, program volunteers provide literacy activities and books to students.

Programs/Sites:

Northside: **Book Besties** for PreK-2nd

Hayward: **Super Citizens 3.0** for 3rd Gr., **Super Citizens 4.0** for 4th (includes off-site visits) **Money Managers** for 5th Gr.

EDGE Nebraska City will

- Communicate with schools and staff, both formally and informally to ensure program delivery is meeting the mission objectives of both EDGE and NCPS.
- Maintain general liability coverage through Partners for Otoe County
- Conduct and confirm completion of background checks on all regular program volunteers.
- Provide programming that supports: relationships, basic literacy, financial literacy, community service, and citizenship skills.
- Provide trained volunteers for program delivery, ensuring volunteers understand the importance of maintaining strict confidentiality of all information about individual students.
- Share all book selections with district staff prior to use in the classroom or sending home with students
- Provide an annual update and report to the district and Board of Education, if requested.

Nebraska City Public Schools will

- Communicate with EDGE staff and volunteers both formally and informally to ensure program delivery is meeting the mission objectives of both EDGE and NCPS.
- Allow scholastic shipments to be delivered to NCPS Central Office
- Provide reasonable and relevant reading data to EDGE program leaders to aid EDGE in program development.
- Require a staff member to remain in the classroom during EDGE program times.
- Support "off site" programming to MJP Library, Nebraska City Food Pantry and Arbor Lodge Park
- Assist in sending materials (book and parent information) home with students
- Support the arrangement between EDGE and the NCHS Life Skills program for labeling of program books.

NCPS Representative

EDGE Nebraska City Representative

Title

Title

Date

Date

MEMORANDUM OF AGREEMENT

School-Based Behavioral Health Services

Between

Nebraska City Public Schools

and

Arbor Wellness, LLC d/b/a Arbor Psychiatric & Wellness Center

Effective Date: 08/10/2026

This Memorandum of Agreement ("MOA") is entered into by and between Nebraska City Public Schools ("District"), 1700 14th Avenue, Nebraska City, Nebraska 68410, and Arbor Wellness, LLC d/b/a Arbor Psychiatric & Wellness Center ("Arbor"), collectively referred to as the "Parties."

1. Purpose and Background

The purpose of this MOA is to establish the terms under which Arbor may provide voluntary outpatient behavioral health therapy to students on District premises during the school day. The Parties recognize that access to community behavioral health services during the school day can reduce barriers to care. The current arrangement is an independent clinical service offered by Arbor and is not dependent upon, funded by, or operated as part of a grant program unless the Parties separately agree in writing.

The Parties acknowledge that school-based behavioral health access in the community has previously been supported through collaborative efforts, including Partners for Otoe County and Project AWARE. This MOA supersedes any informal practice between Arbor and the District concerning Arbor's current school-based therapy services and is intended to clearly define the Parties' present roles.

2. Nature of Services

- Arbor may provide individual outpatient psychotherapy and related behavioral health services that are within the treating clinician's Nebraska scope of practice.
- Services are expected to be provided primarily to middle school students and, as appropriate and available, high school students. Services at any additional District building may occur only with District approval.
- Clinical services are voluntary and are provided only after Arbor obtains the consents and authorizations required by law and Arbor policy.
- Arbor retains sole responsibility for determining whether a student is clinically appropriate for Arbor's services, the diagnosis if any, treatment plan, modality, frequency, duration, discharge, referrals, and other clinical decisions.
- Nothing in this MOA guarantees that a particular student will be accepted for treatment or that services will be available at a particular frequency.

3. Independent Clinical Relationship

Students receiving services under this MOA are patients/clients of Arbor. Arbor's services are independent outpatient clinical services. The District does not direct or control Arbor's clinical services, establish treatment plans, determine diagnoses, supervise Arbor clinicians, or assume responsibility for clinical care. The fact that services are provided on District property does not, by itself, make Arbor an employee or agent of the District or convert Arbor's independent clinical services into educational services provided by the District.

Arbor personnel remain employees or independent contractors of Arbor, as applicable, and are not employees, agents, or contractors of the District by virtue of this MOA. Nothing in this MOA creates a joint venture, partnership, employment relationship, or agency relationship between the Parties.

4. Referral, Enrollment, and Parent/Guardian Involvement

- District staff may provide families with information about the availability of Arbor's services and may facilitate contact between a family and Arbor, consistent with applicable law and District policy.

- A referral or recommendation by District staff does not constitute enrollment in treatment. Arbor will communicate directly with the parent/legal guardian and/or student, as legally appropriate, regarding intake, consent, scheduling, insurance, payment, and treatment.
- Except where applicable law permits otherwise, parent or legal guardian approval will be obtained before the District facilitates a student's access to community behavioral health services during the school day.
- Participation in Arbor services is not a condition of school attendance, discipline, special education eligibility, a Section 504 plan, or participation in any District program.

5. Scheduling and School Access

The District will identify an appropriate contact person and will make reasonable efforts to facilitate access to participating students at mutually agreeable times. Scheduling should minimize unnecessary disruption to instruction while recognizing that clinical needs and provider availability may require appointments during the school day.

- The District will provide, when reasonably available, a private or reasonably confidential space appropriate for therapy sessions.
- Arbor's clinician will comply with reasonable District visitor, check-in, identification, safety, emergency, and building-access procedures that do not interfere with professional or legal obligations.
- Arbor will make reasonable efforts to notify the appropriate school contact of planned provider absences or schedule changes. The District will make reasonable efforts to communicate school closures, schedule changes, testing, field trips, or other events affecting student availability.
- The District is not responsible for transporting students to or from services unless separately arranged by the District.

6. Billing and Financial Responsibility

Arbor is solely responsible for billing and collecting payment for its clinical services. Arbor may bill a student's health insurance or other third-party payer and/or arrange self-pay directly with the student's parent/legal guardian or responsible party. Arbor will handle benefit verification, prior authorization when applicable, claims, copayments, deductibles, self-pay charges, outstanding balances, and other financial matters directly with families or payers.

The District will not be billed for services provided under this MOA and has no responsibility for payment, unpaid balances, denied claims, insurance eligibility, or collection of patient accounts unless the Parties enter into a separate written agreement expressly providing otherwise.

7. Clinical Records, Privacy, HIPAA, and FERPA

Arbor will create and maintain its own clinical records in Arbor's health record system and will safeguard those records in accordance with laws and professional standards applicable to Arbor. Because Arbor is providing services directly to its own patients and is not acting on behalf of or under the clinical control of the District, Arbor's clinical records are maintained separately from the District's education records.

The District will maintain education records in accordance with the Family Educational Rights and Privacy Act (FERPA) and other applicable law. Information that Arbor separately discloses to the District and that the District maintains may become part of the student's education record and be subject to FERPA.

Neither Party is entitled to unrestricted access to the other Party's records. Information will be exchanged only with a valid authorization/consent or as otherwise permitted or required by applicable law. A student's participation in therapy does not authorize District staff to receive psychotherapy notes, session content, diagnosis, treatment plans, or other clinical information.

Limited logistical communication reasonably necessary to coordinate access to an appointment should be handled in a manner that minimizes disclosure of confidential information. When more substantive communication with school personnel would benefit treatment or educational coordination, Arbor will obtain an appropriate authorization from the parent/legal guardian or other legally authorized person unless disclosure is otherwise permitted by law.

8. Safety, Emergencies, and Mandatory Reporting

- Arbor clinicians remain responsible for clinical assessment and response to behavioral health concerns arising during an Arbor session, consistent with professional standards and applicable law.
- Arbor may contact a parent/legal guardian, emergency services, law enforcement, child protective services, District personnel, or other appropriate persons when permitted or required by law, including when necessary to address an imminent safety concern, suspected abuse or neglect, or another emergency.
- Arbor clinicians will comply with Nebraska mandatory reporting requirements applicable to them.
- The District retains responsibility for school safety, student supervision outside Arbor sessions, school discipline, and implementation of District emergency procedures.
- If a student presents an urgent concern outside a scheduled Arbor session, District staff should follow District crisis and emergency procedures. This MOA does not make Arbor an on-call crisis response service for the District.

9. Provider Qualifications and Professional Responsibilities

- Arbor will ensure that clinicians providing services under this MOA hold current Nebraska licensure or credentials appropriate to the services they provide and practice within their lawful scope.
- Arbor is responsible for clinical supervision when required, professional documentation, informed consent, treatment policies, and compliance with professional standards applicable to its clinicians.
- Arbor will maintain professional liability insurance and other insurance reasonably appropriate to its operations.
- Arbor personnel will satisfy any lawful background check, identification, or school-access requirements applicable to outside providers entering District facilities, provided such requirements are communicated to Arbor.

10. District Responsibilities

- Designate a District or building contact to coordinate practical access and scheduling issues.
- Provide reasonable access to an appropriate private or confidential meeting space when available.
- Inform Arbor of District procedures relevant to outside providers, including building access, emergencies, safety, and closures.
- Obtain any parent/guardian permission required for the District's release of education-record information to Arbor or for school facilitation of services, unless an exception under applicable law applies.
- Refrain from directing Arbor's clinical decision-making or requesting clinical information beyond what is authorized or legally permitted.

11. Arbor Responsibilities

- Manage intake, informed consent, clinical care, documentation, billing, insurance, payment arrangements, and discharge directly with students and families as appropriate.
- Maintain its clinical records separately from District records.
- Protect confidential information and disclose information to the District only as authorized or otherwise permitted or required by law.
- Coordinate scheduling in a manner reasonably respectful of instructional time and District operations.
- Promptly communicate with the appropriate District contact when a situation occurring on school property presents an immediate safety or operational concern that the District needs to address.

12. Special Education and Educational Decision-Making

Arbor's provision of therapy under this MOA is separate from services the District may be required to provide under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, or other education laws. Nothing in this MOA transfers the District's educational obligations to Arbor or makes Arbor responsible for determining eligibility, developing or implementing an IEP or Section 504 plan, or providing a related service required by an IEP. Arbor may participate in educational meetings or provide information when clinically appropriate, authorized by the parent/legal guardian or otherwise permitted by law, and mutually feasible.

13. Non-Discrimination and Student Rights

The Parties will perform their respective obligations under this MOA in accordance with applicable federal and state non-discrimination laws. Nothing in this MOA is intended to limit any student or parent right provided by law or District policy.

14. Liability and Insurance

Each Party will be responsible for the acts and omissions of its own officers, employees, agents, and contractors to the extent provided by applicable law. Nothing in this MOA is intended to waive any defense, immunity, limitation of liability, or other protection available to either Party under law. Upon reasonable request, each Party will provide evidence of insurance or coverage appropriate to its responsibilities.

15. No Compensation or Exclusivity

No funds are exchanged between the Parties under this MOA. This MOA does not grant Arbor exclusivity, require the District to refer students to Arbor, or prevent families from selecting another behavioral health provider. It also does not require Arbor to accept every referral.

16. Term and Termination

This MOA will become effective on the date of the last signature below and will remain in effect for one (1) academic year ending May 31, 2027. Unless either Party provides written notice of non-renewal at least thirty (30) days before expiration, the MOA may be renewed for additional one- academic year terms by written confirmation or as otherwise approved by the Parties.

Either Party may terminate this MOA without cause upon thirty (30) days' written notice. Either Party may suspend school-site access or terminate the MOA immediately when reasonably necessary because of a legal, licensing, safety, privacy, or material compliance concern. Termination will not alter Arbor's responsibility to appropriately transition or discharge existing patients in accordance with applicable clinical and legal obligations.

17. Compliance With Law and District Policy

Each Party will comply with federal and Nebraska law applicable to its own activities under this MOA. Arbor personnel will comply with reasonable District policies applicable to outside providers while on District property, provided those policies do not require Arbor or its clinicians to violate applicable law, licensure standards, professional ethics, or patient confidentiality.

18. Notices and Contacts

Nebraska City Public Schools	Arbor Psychiatric & Wellness Center
1700 14th Avenue Nebraska City, NE 68410 Phone: 402-873-6033	1206 6th Corso Nebraska City, NE 68410 Phone: 402-713-0110
District Contact: _____ Title: _____	Practice Contact: Lindsey Teten, PMHNP-BC / Owner (or designee)
Email: _____	Email: lteten@arborpwc.com

19. Entire Agreement; Amendments

This MOA represents the Parties' understanding regarding the school-based behavioral health arrangement described herein and supersedes prior informal understandings between Arbor and the District on this subject. Any amendment must be in writing and signed or otherwise formally approved by authorized representatives of both Parties. If a separate written agreement between the Parties addresses a specific subject, the more specific provision will control for that subject.

20. Review by Counsel / Board Approval

This document is intended as a proposed operational agreement for review by the Parties. It may be revised as needed following administrative, legal, insurance, or school board review. The MOA becomes binding only after approval and signature by authorized representatives of both Parties.

AGREED AND ACCEPTED:

NEBRASKA CITY PUBLIC SCHOOLS

By: _____

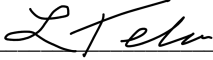
Printed Name: _____

Title: _____

Date: _____

ARBOR WELLNESS, LLC d/b/a

ARBOR PSYCHIATRIC & WELLNESS CENTER

By: 

Printed Name: Lindsey Teten

Title: Owner

Date: 8/10/2026

**UNIVERSITY OF NEBRASKA MEDICAL CENTER
MUNROE-MEYER INSTITUTE
COLLABORATION AGREEMENT**

This Collaboration Agreement (this “Agreement”), effective as of the date of last signature of a party below (the “Effective Date”), is made by and between the Board of Regents of the University of Nebraska, a public body corporate for and on behalf of the University of Nebraska Medical Center through its Munroe-Meyer Institute (“MMI”), and Nebraska City Public Schools (“NCPS”) (each a “Party” and collectively the “Parties”).

WHEREAS, MMI is a recipient of a grant from the U.S. Department of Education for a project entitled “Addressing Student Mental Health in High Needs Schools: NE SMH Training Program” (the “Grant”), which provides MMI with funding to place Behavioral Health Professionals (as defined in Section 2.B below) in schools; and

WHEREAS, NCPS desires MMI to place Behavioral Health Professionals in its schools and is willing to provide a site coordinator/liaison to support the placements; and

WHEREAS, the Behavioral Health Professionals will provide (1) clinical services to students with parental/guardian consent that are billed to insurance, as applicable; and (2) consultation, training, and school-wide support services as further described in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between MMI and NCPS as follows:

1. NCPS OBLIGATIONS

During the term of this Agreement, NCPS will:

- A. Provide designated therapy space in each partnering school building that is conducive for Behavioral Health Professional services (i.e., private, confidential, and limited noise), including reasonable access to internet connectivity and electrical outlets for the Behavioral Health Professional. If designated space has windows that are at eye level or face high-traffic areas, NCPS will ensure the windows have curtains, blinds, or frosting to maintain client confidentiality.
- B. Obtain a FERPA-compliant Release of Information from the students’ parents or guardians that permits school staff to share relevant referral information with the Behavioral Health Professionals via a referral form (e.g., Microsoft Form), including: student’s first and last name; student's date of birth; school district/school; grade; caregiver contact information (i.e., name, phone number, email); student’s address; primary language; IEP/504 status and verification category; number of absences, number of counseling office visits; number of major/minor referrals; number of in- and out-of-school suspensions; and reason for referral (i.e., presenting concerns).
- C. Despite having a Release of Information, NCPS and its schools will maintain confidentiality in compliance with FERPA and applicable state law and only release information to MMI that is relevant to supporting the agreed upon goals of the student, caregiver, and school staff.
- D. Share calendar of meeting times/places for planning meetings with the Behavioral Health Professionals.
- E. Provide an employee of NCPS to serve as the site coordinator/liaison for MMI and the Behavioral Health Professionals to include working with the Behavioral Health Professionals to establish

procedures with each school to coordinate communication, set up referral procedures, and other administrative tasks (the “Site Coordinator/Liaison”).

- F. Report any concerns regarding Behavioral Health Professionals to the applicable Behavioral Health Professional or the Director of MMI Psychology Department.

2. **MMI OBLIGATIONS**

During the term of this Agreement, MMI will:

- A. Work with NCPS to complete a landscape analysis and determine individualized need for Behavioral Health Professionals in NCPS schools.
- B. Place Behavioral Health Professionals in NCPS schools in accordance with the analysis and determination set forth above. “Behavioral Health Professionals” are licensed psychologists, licensed mental health practitioners, licensed independent mental health practitioners, or provisionally licensed mental health practitioners who hold a current license in the State of Nebraska and are employed by MMI. Behavioral Health Professionals will be placed onsite at the identified NCPS schools during normal school hours of the standard NCPS academic year pursuant to a schedule agreed to by the Parties. Behavioral Health Professionals may be placed in the NCPS summer session as needed and agreed to by the Parties.
- C. Obtain a HIPAA-compliant Release of Information from parents or guardians that permits Behavioral Health Professionals to share relevant information with NCPS, including: (a) student’s name, (b) student’s appointment day and time, and (c) relevant recommendations. The Behavioral Health Professional will also seek to have the Release of Information to allow for consultation with school teams regarding specific students in therapy to best support the student within the school setting. Despite having a Release of Information, the Behavioral Health Professional will maintain confidentiality in keeping with HIPAA and applicable state law and only release information that is relevant to supporting the agreed upon goals of the student, caregiver, and school staff.
- D. Obtain consent from parents/guardians for the services provided to students.
- E. Behavioral Health Professionals placed at schools will provide services divided into 3 tiers:
 - Tier 1 Services: Supporting the development of leadership teams and meetings; Participation in leadership meetings; Assist with completion of needs assessment and landscape analysis; Assist with completion of SMH Quality Assessment and following strategic planning; Review school-wide data; Support with implementation of universal screener and decision making for student services as part of the leadership team; Support SEL implementation planning; Assist with organizing Tier 1 presentations to students (e.g., suicide prevention, bully prevention); Provide training/PD for school staff (e.g., trauma-informed classrooms, executive functioning skills, supporting autistic students); Offering community engagement opportunities (e.g., parent education sessions); Program evaluation; Consultation on district policy development related to mental and behavioral health (e.g., medical exclusion procedures).
 - Tier 2 Services: Group therapy; Training/coaching on evidence-informed Tier 2 interventions; Supporting behavioral coaches with behavior interventions; Supporting behavioral interventionists; Assist with follow-up interviews for students who are flagged on screeners; Consult on referral and graduation/reintegration process for Impact students.
 - Tier 3 Services: Individual and family therapy; More intensive support for behavioral coaches and interventionists; Participation in IEP/MDT/SAT meetings
- F. Supervise the services provided by Behavioral Health Professionals through its Director of MMI Psychology Department or their designee.
- G. Pay NCPS a stipend of \$5,000 per year to support the activities of the Site Coordinator/Liaison, which shall be paid in arrears by MMI to NCPS in quarterly installments of \$1,250 within 30 days

of receipt of a quarterly invoice from NCPS, which invoice shall be submitted within 15 days of the end of each quarter. In the event this Agreement is terminated during a year, the total amount of stipend to be paid to NCPS will be reduced to a pro-rated amount for the portion of the year completed prior to the effective date of termination. In this event, the final installment will be paid by MMI within 30 days of NCPS submitting a final invoice showing the final amount due based on the reduced pro-rated amount.

- H. Cause Behavioral Health Professionals to maintain appropriate, timely and accurate records relating to all professional services rendered by Behavioral Health Professional under this Agreement. All treatment records arising from Behavioral Health Professional services shall be and remain the property of MMI, be maintained separately by MMI (i.e., not as part of the student's educational record with the school), and held confidential by MMI in accordance with HIPAA and applicable state law.
- I. Bill for services provided to students by Behavioral Health Professionals to the insurance plans or programs covering the students or other third-party payor, as applicable.

3. JOINT OBLIGATIONS

During the term of this Agreement, both Parties agree to the following:

- A. MMI recognizes that NCPS shall have complete authority regarding the educational services provided to students of NCPS schools.
- B. NCPS recognizes that MMI shall have complete authority over the clinical services provided by Behavioral Health Professionals at schools.
- C. There is no agreement, expressed or implied, between NCPS and MMI, governing the referral of patients or business. This Agreement is not intended to influence the judgment of NCPS in referring students for proper treatment and care and NCPS is free to refer students to any provider for services as it determines appropriate. MMI is placing Behavioral Health Professionals and providing support to schools consistent with the goals and objectives of the Grant. Nothing herein is intended to be or is remuneration for the referral of students.
- D. The Parties will collaborate to develop and provide clear communication to families and students regarding the placement of Behavioral Health Professionals in schools. Neither Party shall use the name, proprietary marks of or otherwise refer to or identify the other Party in any advertising or marketing materials without first securing the written consent of such Party.
- E. Each Party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of its obligations under this Agreement. Without limiting the foregoing:
 - a. MMI shall comply with all laws governing the provision of behavioral health services including, but not limited to, licensing requirements, scope of practice laws, billing, and reimbursement regulations (including Medicaid and other governmental payors, if applicable), fraud and abuse laws, and all applicable standards of professional conduct.
 - b. NCPS shall comply with all laws applicable to educational institutions including, but not limited to, laws governing student rights, access to education, and maintenance of education records. Nothing in this Agreement shall limit or interfere with the NCPS's obligations under IDEA, Section 504, or the ADA, nor create additional student entitlements.

- 4. **TERM; TERMINATION**. This Agreement shall begin on the Effective Date and shall continue until July 31, 2027. The Parties may renew this Agreement for up to four (4) successive additional one (1) year terms upon mutual written agreement at each renewal term. Upon any termination or expiration,

the Parties shall cooperate in good faith to facilitate an orderly transition of Behavioral Health Professional services, including reasonable efforts to refer students receiving active treatment to appropriate alternative providers. This Agreement may also be terminated as follows:

- A. Either Party may terminate this Agreement for a material breach of a provision of this Agreement by the other Party which breach is not cured within thirty (30) days following receipt of written notice from the non-breaching Party.
 - B. Either Party may terminate this Agreement for any or no reason upon not less than ninety (90) days' prior written notice to the other Party.
5. **INDEPENDENT CONTRACTOR**. No agency, partnership, or joint venture is created by this Agreement. The Parties affirmatively disclaim any intent to form such relationship. Neither Party is the agent or representative of the other and has no authority to bind or commit the other Party to any agreements or other obligations. Behavioral Health Professionals are and will remain employees of MMI and MMI shall be responsible for all compensation, benefits, taxes, and other matters of employment for the Behavioral Health Professionals.
6. **LIABILITY**. Each Party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts or omissions of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property to the extent resulting in any manner from the conduct of its own operations and the operations of its agents or employees under the Agreement, and for any loss, cost, or damage to the extent caused thereby during the performance of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver of any defense or immunity available to MMI under Nebraska law including, but not limited to, the State Tort Claims Act (Neb. Rev. Stat. 81-8,209 et seq.).
7. **INSURANCE**. Each Party shall maintain a policy or program of insurance or self-insurance with coverage limits sufficient to support its activities and obligations under this Agreement and the risks arising therefrom. Without limiting the foregoing, NCPS shall maintain at a minimum commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. MMI is covered by self-insurance pursuant to the University of Nebraska Self-Insurance Trust Program ("Trust Program"). Subject to the terms, conditions, exclusions, and limits of the Statement of Self-Insurance Coverage contained in the Trust Program, the Trust Program shall pay on behalf of MMI during any of its fiscal years all sums for which MMI shall become legally obligated to pay as damages for liability occurrences, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate liability occurrence in any fiscal year. Upon written request by a Party, the other Party shall furnish evidence of such Party's applicable insurance or program of self-insurance within ten (10) business days of such request.
8. **CONFIDENTIALITY**. Both Parties agree to respect and abide by all federal, state, and local laws applicable to the Party pertaining to confidentiality regarding all information and records obtained or reviewed under this Agreement including, but not limited to, HIPAA in the case of MMI, and FERPA in the case of NCPS.
9. **LIMITATION OF LIABILITY**. IN NO CASE SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE TRUSTEES, REGENTS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST BUSINESS PROFITS) SUSTAINED BY

THE OTHER PARTY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE RIGHTS GRANTED HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH PARTY IS INFORMED OF THEIR POSSIBILITY OR WOULD HAVE REASON TO KNOW OR IN FACT SHALL KNOW OF THE POSSIBILITY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO: (i) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (ii) EITHER PARTY'S WILLFUL BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8.

10. **MISCELLANEOUS.**

- A. **NONDISCRIMINATION.** Each Party agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.
- B. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Nebraska without regard to its conflicts of law provisions. Any legal actions brought by either Party hereunder shall be instituted in the state or federal courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by NCPS in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.
- C. **ASSIGNMENT.** This Agreement shall not be assignable by NCPS without the prior written consent of MMI.
- D. **NO WAIVER.** A waiver of any term or provision of this Agreement by a Party shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms hereof.
- E. **FORCE MAJEURE.** Any delays in or failure of performance by any Party under this Agreement, other than failure to make payments hereunder, shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the Party affected, including but not limited to: Acts of God; acts, regulations or laws of any government; strikes or other concerted acts of workers; fires; floods; lightning; ice; explosions; riots; wars; rebellion; terrorism; sabotage; or epidemic, pandemic, or health emergency.
- F. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, of the Parties regarding the subject matter of this Agreement. This Agreement may not be amended except by an agreement signed by authorized representatives of the Parties.

- G. **SEVERABILITY**. The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.
- H. **EXCLUDED PROVIDER**. The Parties represent and warrant that they are not, nor is any employee participating under the terms of this Agreement: (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the “Federal healthcare programs”); (ii) convicted of a criminal offense related to the provision of healthcare items or services, but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs; or (iii) excluded, suspended or debarred from participation, or otherwise ineligible to participate in any other government reimbursement or procurement program. This shall be an ongoing representation and warranty during the terms of this Agreement and each Party shall immediately notify the other Party of any change in the status of the representation and warranty set forth in this section. If either Party becomes excluded or debarred from federal program participation, this Agreement may be terminated immediately, for cause, by the other Party. If any employee, agent, or representative of either Party becomes excluded or debarred from federal program participation, such individual shall be removed from participating in this Agreement immediately. Failure by either Party to remove such excluded or debarred individual immediately shall provide the other Party with the right to terminate this Agreement immediately for cause.
- I. **PUBLIC RECORDS**. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to MMI regarding, related to, or part of this Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with MMI’s interpretation and application of applicable law. It shall be the sole responsibility of NCPS (a) to notify MMI of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, NCPS shall defend any challenge to such requested redactions at its own expense. NCPS’s failure to request redactions to any information or records released by MMI under this section shall constitute a complete waiver of any and all claims for damages caused by any such release.
- J. **CONFLICT OF INTEREST**. NCPS shall certify, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement or provide to MMI a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, MMI may declare this Agreement void and of no further force or effect and MMI shall have no further obligations under this Agreement.
- K. **SURVIVAL**. Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and include provisions concerning confidentiality, liability, limitation of liability, insurance, and governing law and venue.
- L. **NOTICES**. Except as otherwise expressly provided herein, any notice required or permitted to be given to the Parties under this Agreement shall be sufficient if in writing: (i) sent by certified mail, return receipt requested; (ii) delivered by reputable overnight delivery service; or (iii) delivered by hand delivery. Notices are to be provided at the addresses provided below.

If to MMI:

University of Nebraska Medical Center

Munroe-Meyer Institute
Attn: Business Office
985450 Nebraska Medical Center
Omaha, NE 68198-5450

If to NCPS:

Nebraska City Public Schools
1700 14th Avenue
Nebraska City, NE 68410

- M. **NO THIRD PARTY BENEFICIARIES**. This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.
- N. **ELECTRONIC SIGNATURE**. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically or digitally signed, and that any electronic or digital signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[signatures to follow on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized officials on the dates set forth below.

Board of Regents of the University of Nebraska
University of Nebraska Medical Center
Munroe-Meyer Institute

Nebraska City Public Schools

Signature: _____

Signature:_____

Printed Name:_____

Printed Name:_____

Title: _____

Title:_____

Date: _____

Date:_____



Agreement to Provide Mental Health Therapy Services at Nebraska City Public Schools

This agreement is made between **Northside Behavioral Health Group** (“Provider”) and **Nebraska City Public Schools** (“District”) to allow students the opportunity to receive private mental health services during the school day while maintaining compliance with District policies and procedures.

1. Provider Commitments

The Provider agrees to:

1. Use of District Facilities

- a. Not use District facilities or the student population for marketing, recruitment, or future client development purposes.

2. Licensing, Supervision, and Background Checks

- a. Submit proof of an active Nebraska license as a Licensed Mental Health Practitioner (PLMHP, LMHP, LIMHP, LCSW, or LICSW) or documentation of intern status under an approved training program.
- b. Interns may provide services only under the supervision of a qualified, licensed mental health professional in accordance with Nebraska law and professional board regulations.
- c. The supervising clinician must:
 - i. Hold an active, unrestricted license
 - ii. Assume clinical responsibility for all services provided by the intern
 - iii. Be available for consultation and crisis response as required
 - iv. Provide regular supervision consistent with licensure and training requirements
- d. Provide proof of a current background check revealing no concerns. If employed by an approved agency, the agency will confirm that the check meets District standards.
- e. Understand that both the background check and this agreement will remain valid for three (3) years from the date the District receives the documentation.

3. Compliance

- a. Comply with all District guidelines, rules, and procedures outlined in this agreement.

- b. Maintain an agency point of contact, or individual contact information, for District communication.
- c. Ensure that the Provider is supervised by a qualified professional, if applicable.

2. Authorization & Scheduling

The Provider will:

1. Obtain written parent/guardian consent before providing any services at school, including disclosure if services may be provided by an intern under supervision.
2. Obtain approval from the District's Director of Student Services before services begin.
3. Receive final service approval from the building principal.
4. Arrange initial meetings at school in coordination with the principal and school social worker.

3. Service Delivery Conditions

The Provider will:

1. Follow all District rules, including check-in and facility-use procedures.
2. Conduct all interactions with students and families in an educationally and socially appropriate manner, without promoting the Provider's agency.
3. Minimize time a student spends outside of their regular academic schedule, whenever possible.
4. Clearly communicate to the student and parent/guardian that services are not provided or sponsored by the District.
5. Ensure that when services are delivered by an intern:
 - a. The intern clearly identifies their role and supervised status to students and families
 - b. The supervising clinician retains responsibility for clinical decision-making
 - c. Services remain within the intern's scope of training and competency

4. Confidentiality

The Provider will:

1. Follow all professional and legal rules of confidentiality.
2. Only consult with School staff about a specific student when a valid Authorization for Release of Information form is on file.
3. Avoid discussing identifiable student information without proper written consent.
4. Obtain prior written consent from the student and parent/guardian before recording any session.

5. Ensure supervising clinicians have appropriate access to client information for supervision purposes in compliance with confidentiality laws.

5. Ongoing Compliance and Notifications

The Provider certifies that since the last background check submitted to the District:

- No criminal, felony, or misdemeanor charges have been made against them.
- No disciplinary actions have been taken toward their license.
- They have not been sanctioned, terminated, excluded, or refused by any insurance company.

The Provider agrees to:

- Notify Student Services within one (1) week of any new criminal charges, disciplinary actions, or licensing sanctions.
- Notify Student Services immediately if leaving an approved agency and submit a new background check before resuming services.
- Notify the District of any changes in supervision status for interns.
- Update contact information promptly to avoid service delays.

6. District Rights

The District reserves the right to:

- Exclude any Provider, including interns, from providing services on District property.
- Require documentation of supervision at any time.
- Revoke this agreement if the Provider fails to meet its requirements.

Signatures

Therapist Signature: _____ **Date:** _____

Printed name: _____ **License Number:** _____

Email address: _____ **Phone Number:** _____

Address: _____

District Representative: _____ **Date:** _____

MEMORANDUM OF UNDERSTANDING

Between

County of Otoe and Otoe County Emergency Management Agency

And

Nebraska City Public School District

School Transportation Support During Emergencies

I. Purpose

This Memorandum of Understanding (MOU) establishes the responsibilities and procedures between **Otoe County** and **Nebraska City Public School District** regarding the provision of school buses, qualified drivers, and transportation support during emergencies, disasters, and radiological incidents requiring evacuation or mass transportation.

The intent of this agreement is to enhance emergency preparedness, facilitate coordinated emergency response, and support implementation of the County Local Emergency Operations Plan (LEOP), Reception and Care (R&C) operations, and Radiological Emergency Response Plan (RERP), when applicable.

II. Authority

This Memorandum of Understanding is entered into pursuant to the Nebraska Emergency Management Act (Neb. Rev. Stat. §§81-829.36 through 81-829.75), the Nebraska Political Subdivisions Tort Claims Act (Neb. Rev. Stat. §§13-901 through 13-928), applicable Nebraska Department of Education pupil transportation regulations, the County Local Emergency Operations Plan (LEOP), the County Radiological Emergency Response Plan (RERP), where applicable, and the principles of the National Incident Management

System (NIMS) and Incident Command System (ICS). These authorities authorize and guide the coordination of emergency transportation resources between the County and participating school districts in support of preparedness, response, recovery, and radiological emergency operations.

III. Scope

The School District agrees to make transportation resources available, when practical and when such deployment will not unreasonably interfere with the District's primary responsibility for student safety and transportation.

Transportation resources may be requested to support:

- Evacuation operations

- Reception and Care operations
- Transportation of individuals without access to private vehicles
- Transportation of individuals with access and functional needs
- Movement between Assembly Areas and Reception Centers
- Shelter transportation
- Emergency worker transportation
- Disaster recovery operations
- Other emergency transportation missions approved by both parties

IV. Transportation Resources

A. Available Vehicles

The School District agrees to identify and maintain an inventory of available transportation resources including:

Resource	Quantity
Conventional School Buses	_____
Activity Buses	_____
Mini Buses	_____
Wheelchair Accessible Buses	_____
Other Specialized Vehicles	_____

Vehicle inventories shall be reviewed annually.

B. Wheelchair Accessible Transportation

The School District shall identify buses equipped with wheelchair lifts or other accessibility equipment.

The County will coordinate transportation assignments based upon the needs of individuals with access and functional needs.

V. Driver Availability

The School District shall maintain a current roster of qualified bus drivers available for emergency deployment.

Driver participation shall be voluntary unless otherwise governed by School District policy or employment agreements.

Drivers shall remain employees of the School District.

VI. Request and Dispatch Procedures

Requests for transportation resources shall originate through one of the following:

- County Emergency Manager
- County Emergency Operations Center (EOC)
- Incident Commander through the EOC
- County Board Chair or designee during a declared emergency

Upon approval by the Superintendent or authorized designee, the School District Transportation Director shall dispatch buses and drivers according to District procedures.

Dispatch information shall include:

- Incident location
- Reporting location
- Mission assignment
- Number of buses requested
- Estimated mission duration
- Communications instructions
- Safety information

VII. Activation Authority

County activation may occur when:

- A local emergency is declared.
- An emergency requires evacuation.
- Reception and Care operations are implemented.
- Transportation assistance is necessary for public safety.

Deployment remains subject to School District approval based upon vehicle availability, staffing, weather conditions, and student transportation priorities.

VIII. Command and Control

Emergency transportation operations shall operate under the National Incident Management System (NIMS) utilizing the Incident Command System (ICS).

Operational coordination shall occur through:

- County Emergency Operations Center
- Logistics Section
- Transportation Unit Leader (when established)

Administrative supervision of drivers remains with the School District.

IX. Fueling Responsibilities

Unless otherwise agreed:

- The School District shall provide buses with full fuel tanks when dispatched.
- The County shall coordinate refueling during extended operations.
- Fuel expenses incurred during emergency missions shall be reimbursed when eligible.

X. Maintenance Responsibilities

The School District shall remain responsible for:

- Routine maintenance
- Vehicle inspections
- Preventive maintenance
- Mechanical repairs not resulting from emergency operations

Damage occurring during emergency assignments shall be documented jointly, and nothing in this Section shall limit the School District's right to reimbursement under Section XIV.

XI. Communications

The County shall provide communications support as available.

Communications may include:

- County public safety radio
- Portable radios
- Cellular communications
- Satellite communications (if available)

Drivers shall receive communications instructions before deployment.

XII. Insurance and Liability

Each party shall remain responsible for its own acts, omissions, employees, vehicles, and equipment as provided by applicable law.

Nothing contained within this MOU shall be construed as a waiver of sovereign immunity or statutory protections.

XIII. Workers' Compensation

School District personnel remain employees of the School District during emergency deployments.

Workers' compensation coverage shall remain the responsibility of the School District in accordance with Nebraska law.

XIV. Cost Approval and Reimbursement

The School District may make emergency expenditures, enter into contracts, and incur obligations to provide transportation support during a proclaimed disaster, emergency, or civil defense emergency, regardless of existing statutory limitations on appropriation, budgeting, or the manner of entering into contracts, as Neb. Rev. Stat. § 81-829.51 allows.

If any expenditure, contract, or obligation will exceed or violate an existing statutory limitation or requirement, the School District shall obtain approval of its Board of Education by vote before incurring it. Before that vote, the School District shall secure from the County a copy of the proclamation issued under Neb. Rev. Stat. § 81-829.50, and the County agrees to furnish the proclamation, along with any amendment, extension, or notice of termination, on request.

The County agrees to reimburse eligible costs when funding is available, including:

- Driver wages
- Overtime
- Fuel
- Vehicle operating costs
- Repairs directly resulting from emergency missions
- Consumable supplies

Reimbursement shall be subject to:

- Available funding
- Federal or State reimbursement eligibility
- Proper documentation
- Mutual agreement of both parties

XV. Priority of School Transportation

The primary responsibility of the School District is the safe transportation of students. Emergency deployment under this MOU shall not compromise student transportation requirements unless otherwise mutually agreed or ordered under lawful emergency authority.

XVI. Mutual Aid

The School District may coordinate transportation assistance with neighboring school districts through existing mutual aid agreements.

The County may request additional transportation resources through:

- Neighboring counties
- Regional emergency management organizations
- Nebraska Emergency Management Agency
- Nebraska Department of Education

- Other authorized mutual aid systems

XVII. Radiological Emergency Response (RERP)

When supporting Radiological Emergency Response operations, the following procedures apply.

Transportation Operations

School buses may be assigned to transport evacuees from:

- Assembly Areas
- Congregate Care Facilities
- Reception Centers
- Shelters
- Other locations identified within the County RERP.

Passenger Accountability

Passenger accountability shall include:

- Passenger manifests
- Boarding locations
- Destination tracking
- Family reunification documentation

Radiological Monitoring

When directed by emergency officials:

- Buses shall undergo radiological monitoring.
- Monitoring shall occur before release from Reception Centers when required.

Contaminated Vehicle Isolation

Vehicles determined to be contaminated shall:

- Be removed from service.
- Be isolated in a designated secure location.
- Remain unavailable until released by appropriate radiological authorities.

Driver Exposure

Where applicable:

- Drivers may receive dosimetry.
- Driver exposure shall comply with established protective action guidance.
- Exposure records shall be maintained when required.

Personal Protective Equipment

The County shall provide required protective equipment appropriate for the mission, including, when applicable:

- Gloves
- Protective clothing
- Respiratory protection (when authorized)
- Dosimeters
- Radiation exposure records

Decontamination

When contamination is identified:

- Vehicles shall undergo approved decontamination procedures.
- Drivers shall follow personnel decontamination procedures when required.
- Vehicles shall not return to normal school operations until officially released.

XVIII. Training and Exercises

Both parties agree to participate, when practical, in:

- Emergency transportation exercises
- Reception and Care exercises
- Evacuation drills
- Radiological Emergency Preparedness exercises
- Tabletop exercises
- Annual plan reviews

XIX. Annual Review

This MOU shall be reviewed annually by both parties.

Updates shall include:

- Bus inventories
- Driver rosters
- Contact information
- Communications procedures
- Resource availability

XX. Duration

This MOU shall become effective upon signature by both parties and shall remain in effect until terminated by either party upon thirty (30) days written notice.

XXI. Amendment

This agreement may be amended at any time by mutual written consent of both parties.

XXII. Termination

Either party may terminate this MOU by providing thirty (30) days written notice to the other party.

Termination shall not affect reimbursement for previously authorized emergency operations.

XXIII. LEOP Statement

The County may request assistance from participating local school districts to provide school buses and qualified drivers during emergencies requiring mass transportation or evacuation. School transportation resources may be used to transport evacuees, individuals with access and functional needs, emergency workers, or shelter populations as authorized by the County Emergency Manager and the affected School District. Activation procedures, reimbursement, liability, communications, and operational responsibilities are established through this Memorandum of Understanding. School transportation resources remain under the administrative control of the School District while operating in support of County emergency operations under the Incident Command System. Transportation operations shall be coordinated through the Logistics Section, Transportation Unit, or Emergency Operations Center, as appropriate.

SIGNATURES

OTOE COUNTY, NEBRASKA

Chairperson, Otoe County Board of Commissioners

Printed Name: Jerad Sornson

Date: _____

ATTEST:

County Clerk

Printed Name: Jenny Bassinger Date: _____

APPROVED AS TO FORM:

County Attorney

Printed Name: Jenniffer Panko-Rahe Date: _____

NEBRASKA CITY PUBLIC SCHOOL DISTRICT

President, Board of Education

Printed Name: _____ Date: _____

ATTEST:

Secretary, Board of Education

Printed Name: _____ Date: _____

APPROVED AS TO FORM:

Legal Counsel

Printed Name: _____ Date: _____



Mark Fritch <mfritch@nebcityps.org>

MOU with OCEM

Greg Goebel <ggoebel@otoecountyne.gov>

Fri, Jul 31, 2026 at 1:37 PM

To: Mark Fritch <mfritch@nebcityps.org>

Cc: Greg Konz <gkonz@otoecountyne.gov>

Mark,

Attached is the final revised copy of the Memorandum of Understanding, which incorporates the agreed-upon revisions and is ready for approval.

The MOU has been submitted as an agenda item for consideration by the Otoe County Board of Commissioners at its August 11, 2026, meeting. We understand that the Nebraska City Public School District Board is scheduled to consider the agreement at its August 10, 2026, meeting.

We appreciate the School District's collaboration throughout this process and look forward to finalizing the agreement.

Once the MOU has been approved by the Nebraska City Public School District Board on August 10, 2026, please forward a signed copy to me so that it may be presented to the Otoe County Board of Commissioners for consideration at its August 11, 2026, meeting.

Please let me know if you have any questions or require any additional information prior to the board meetings.

Gregg Goebel

Otoe Co. EM

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**MOU Nebraska City School.docx**

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