

Board of Education Regular Meeting

July 18, 2022 7:00 PM

Central Office, Board Room
14801 S 108th St
Springfield, NE 68059

Agenda

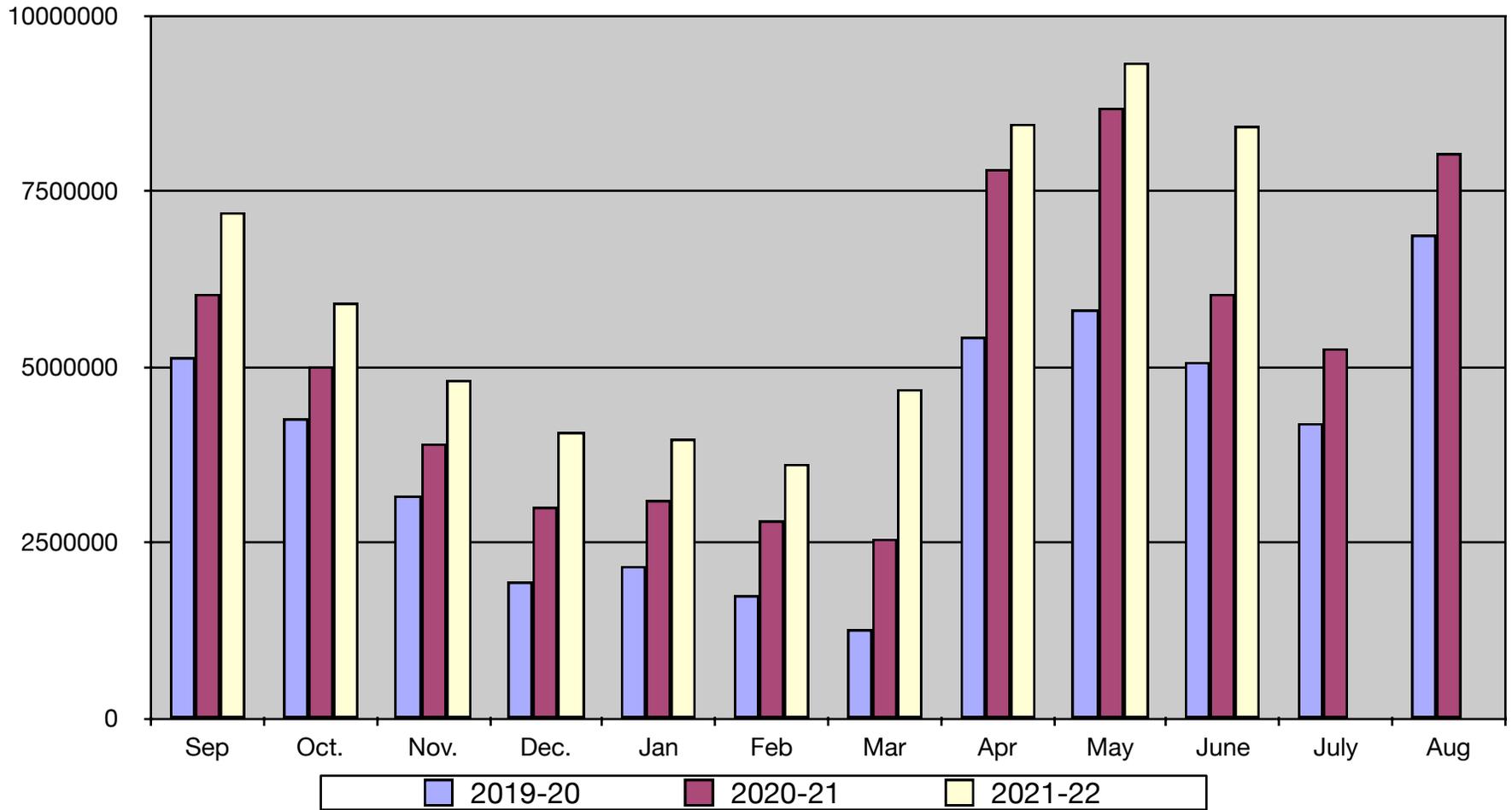
- I. Site Committee Meeting
- II. Finance Committee Meeting
- III. Call to Order and Roll Call
- IV. Notice of Open Meetings Act - Posted
- V. Consent Agenda
 - V.A. Minutes of the Previous Month's Meetings
 - V.B. Treasurer's Report
 - V.C. Statement of Activity Fund Accounts
 - V.D. Recommendation for Bill Payment
- VI. Items From Patrons on Agenda Items
- VII. Old Business
 - VII.A. Student Transportation of America Contract Approval
 - VII.B. Contract with ATS for Custodial Services
 - VII.C. Site Committee Report and Old Springfield Elementary Construction Plan
 - VII.D. Olsson Inc. Engineering Contract for multiple school facility projects
 - VII.E. PHS Tennis Program Discussion
- VIII. New Business
 - VIII.A. Sarpy County Sheriff's Office MOU for Public Access of Video Agreement
 - VIII.B. First Reading of Policies 1220, 3132, 3540, 4009, 4133, 6600, 8343, 8346 and 9340.
 - VIII.C. Door Contacts for PC/PHS
- IX. Reports
 - IX.A. Selling District Items
 - IX.B. LB 644-- "Postcard Bill" Report
- X. Advance Planning
- XI. Adjourn



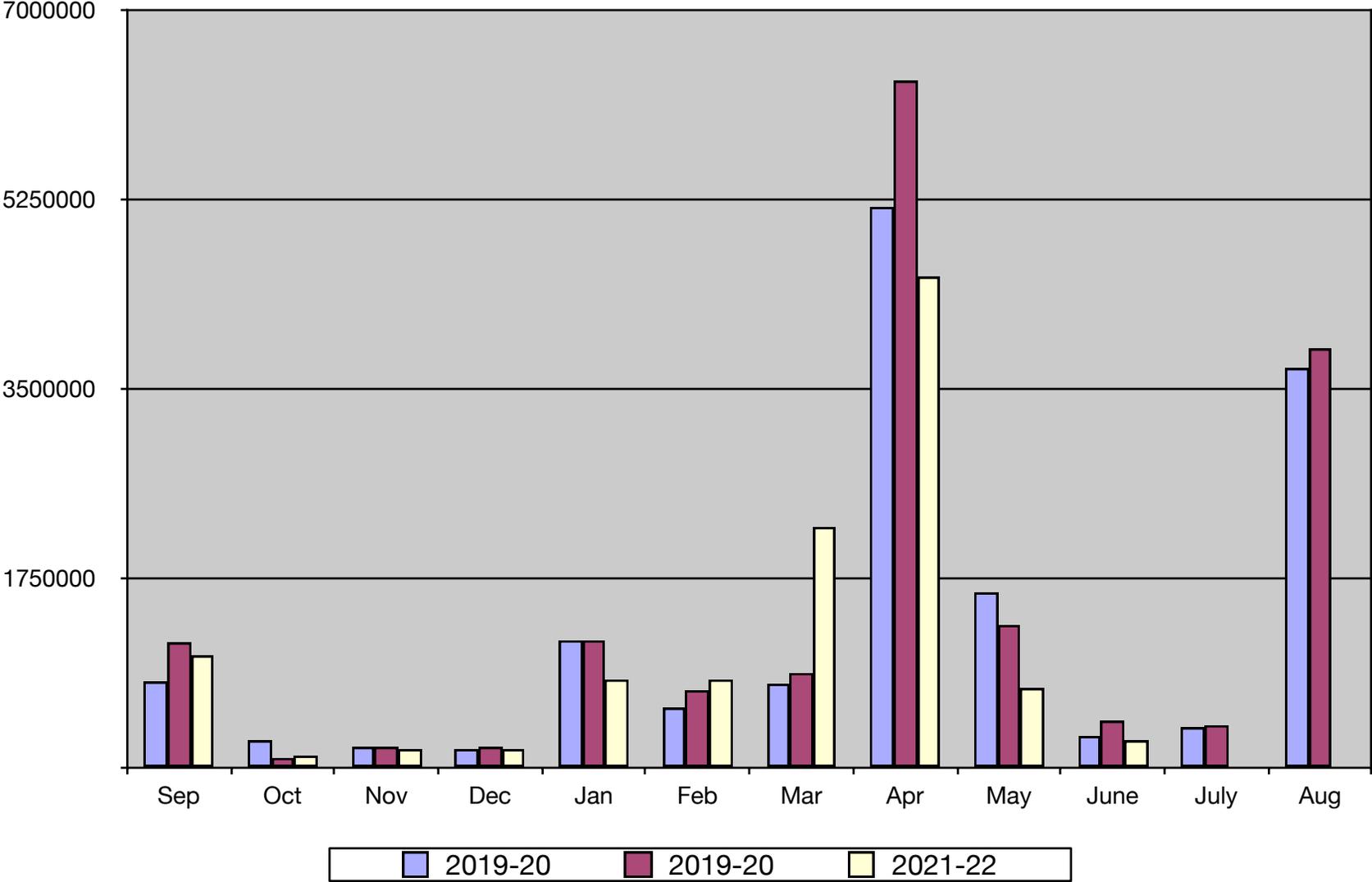
Finance Report July 2022

- Our cash balance for the General Fund is \$8,442,054.75. We are monitoring the spending over the last couple of months to ensure that we stay within budget. General Fund spending is up 3.4% which is a good range to be in at this time of year. We will receive a larger tax draw in August that will help with final bills.
- The Building Fund is at \$3,242,205.06. We have summer projects wrapping up that will bring this number down in the coming month.
- State forms for the 2022-23 budget finally came out last week. I will begin to work in earnest on the budget in the coming weeks. Preliminary valuation came out in June at 14.18% increase for our district. I expect that this number will decrease when the actual valuations are finalized in August.
- As we move forward with facility projects we will be approving contracts with CM@R, Engineers and Architects over the next 2 board meetings. These projects will be primarily funded through a lease purchase agreement and the building fund.
- The Bond Fund will begin to quickly decrease as we start to see the final bills come in over the next several months.
- School Lunch, Bond, Depreciation, Employee Benefit, and QCPUF are all in normal ranges for this time of year as you review the cash comparisons report.

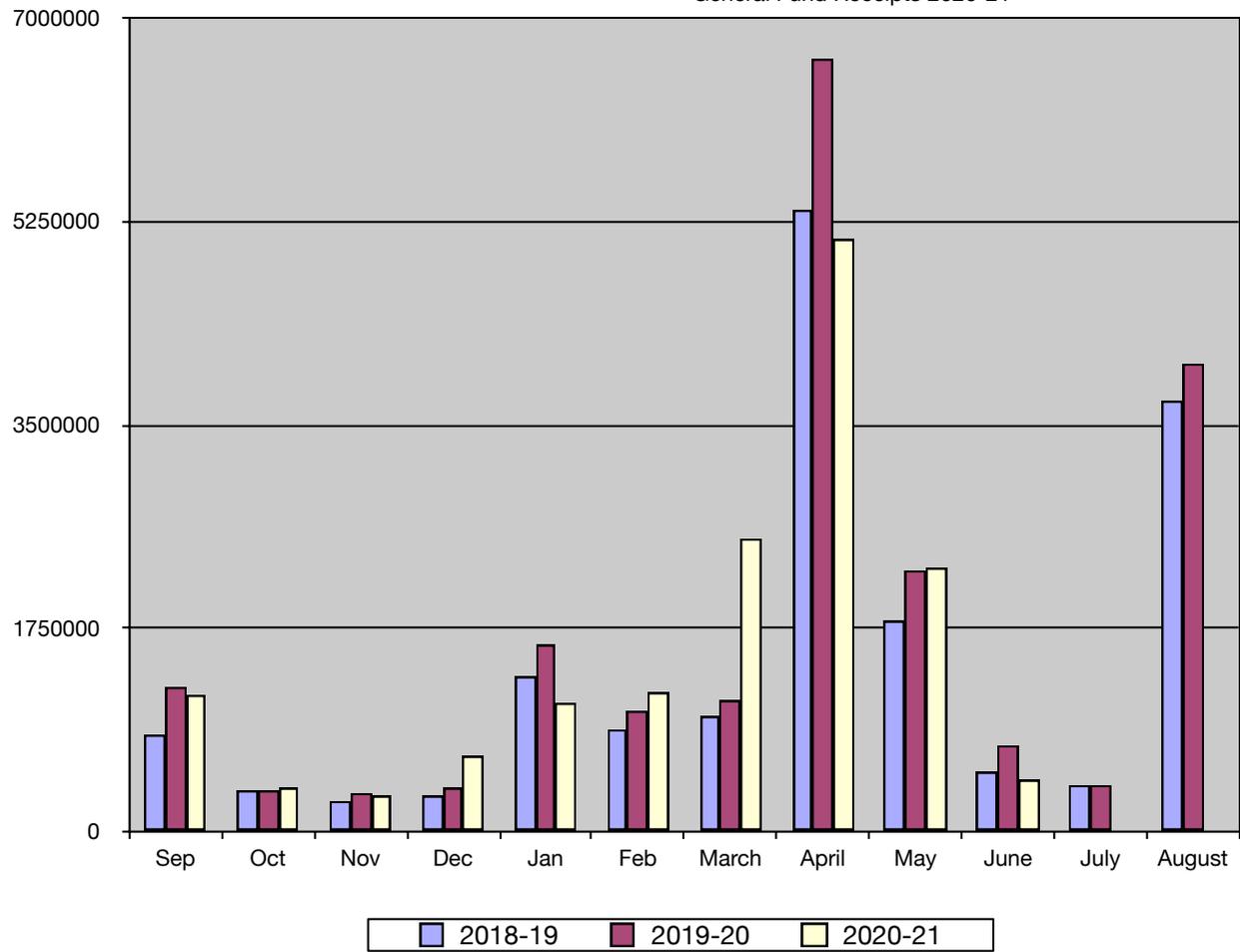
General Fund Balance 2020-21



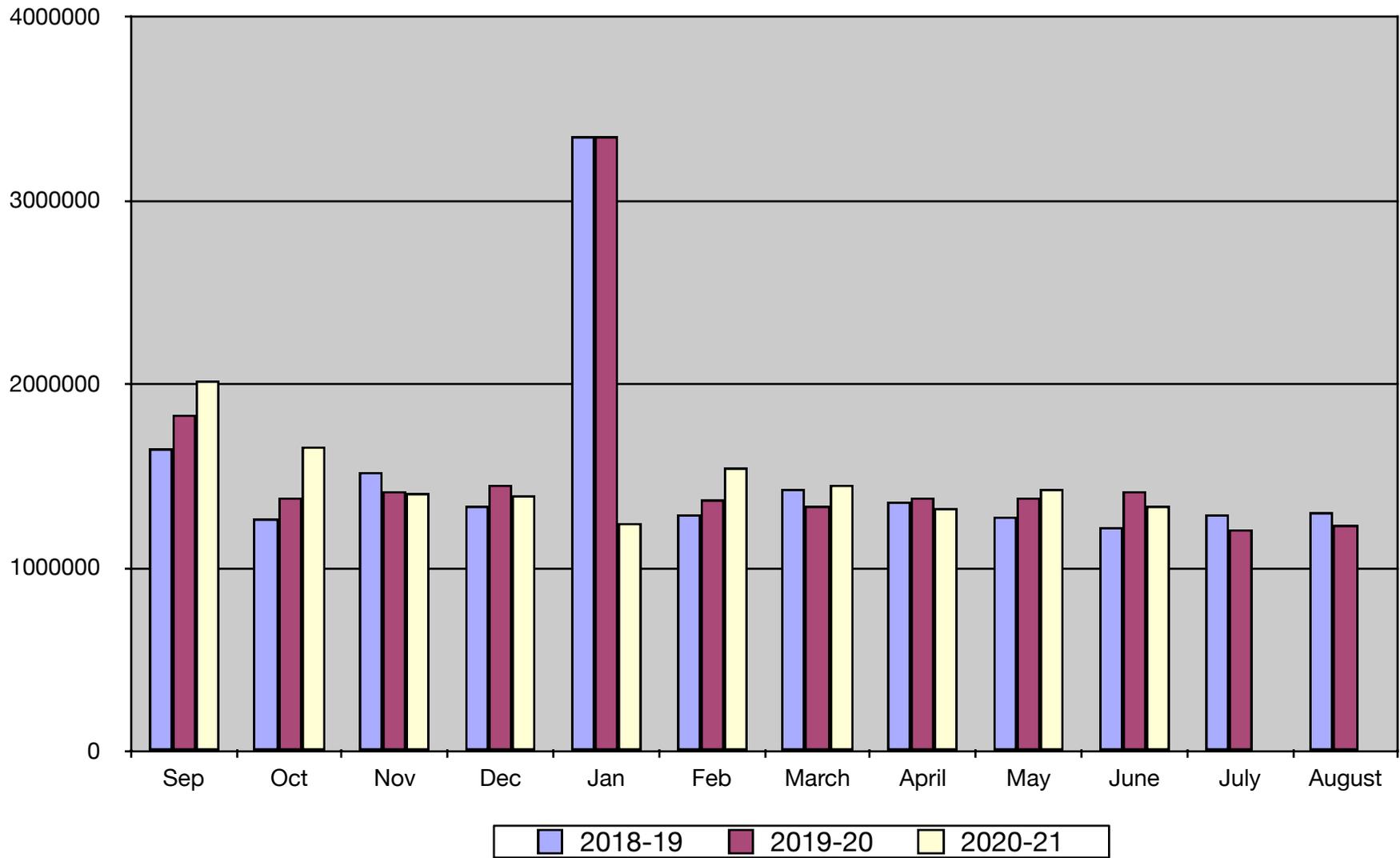
General Fund Tax Draws 2020-21



General Fund Receipts 2020-21



General Fund Expenses 2020-21



Balance as of last day of the month			
Month	2019-20	2020-21	2021-22
September	5,146,012	6,034,069	7,203,154
October	4,256,601	5,006,117	5,928,299
November	3,159,199	3,914,022	4,829,819
December	1,941,566	3,026,154	4,091,806
January	2,162,383	3,095,987	3,965,055
February	1,746,377	2,806,147	3,609,526
March	1,277,310	2,554,360	4,682,859
April	5,439,299	7,825,353	8,469,449
May	5,814,163	8,690,027	9,331,252
June	5,090,931	6,033,378	8,442,054
July	4,192,685	5,262,218	
August	6,897,339	8,038,763	
TOTALS	47,123,865	62,286,594	60,553,273
Tax Draw			
Month	2019-20	2020-21	2021-22
September	811,549	1,173,235	1,045,268
October	252,712	94,660	121,624
November	209,289	205,322	176,582
December	177,342	190,129	170,001
January	1,185,326	1,177,144	824,674
February	552,015	721,258	827,765
March	787,244	882,780	2,229,286
April	5,192,561	6,358,946	4,539,959
May	1,633,856	1,330,314	746,496
June	309,899	437,987	257,169
July	380,480	396,448	
August	3,703,578	3,884,813	
TOTALS	15,195,851	16,853,036	10,938,824
Receipts			
Month	2019-20	2020-21	2021-22
September	835,820	1,251,208	1,180,989
October	346,905	356,341	378,070
November	266,213	326,816	304,457
December	309,966	369,966	660,830
January	1,331,404	1,607,760	1,120,990
February	876,798	1,047,118	1,192,514
March	1,002,911	1,142,485	2,522,602
April	5,343,958	6,650,634	5,105,843
May	1,812,553	2,256,725	2,284,253
June	512,757	756,241	444,302
July	393,226	414,981	
August	3,713,453	4,019,522	
TOTALS	16,745,964	20,199,797	15,194,850
Expenses			
Month	2019-20	2020-21	2021-22
September	1,646,988	1,829,100	2,020,632
October	1,265,293	1,379,545	1,656,766
November	1,522,015	1,420,710	1,402,107
December	1,340,222	1,452,755	1,399,227
January	3,343,525	3,346,561	1,247,004
February	1,292,350	1,370,401	1,544,991
March	1,430,608	1,336,453	1,453,455
April	1,360,785	1,381,572	1,320,026
May	1,275,712	1,380,836	1,428,094
June	1,221,768	1,416,291	1,332,094
July	1,291,910	1,211,538	
August	1,296,132	1,236,778	
TOTALS	18,287,308	18,762,540	14,804,396

CASH COMPARISONS as of June, 2021

			2019-20	2020-2021	2021-22
	March	General Fund	\$ 1,277,310.46	\$2,554,360.05	\$4,682,859.10
		Emp. Benefit Fund	\$ 175,124.20	\$175,240.10	\$173,397.95
		Building Fund	\$ 949,820.76	\$1,414,602.47	\$1,945,658.21
		School Lunch	\$ 181,653.14	\$214,412.79	\$377,253.11
		Bond Fund	\$ 98,960.31	\$108,482.13	\$552,341.17
		Bond Fund #2	\$ 0.00	\$5,308,308.63	\$7,435,956.97
		Depreciation Fund	\$ 72,619.22	\$72,667.28	\$67,658.48
		QCPUF	\$ 37,520.90	\$61,408.23	\$90,261.50
		March Total	\$2,793,008.99	\$9,909,481.68	\$15,325,386.49
	April	General Fund	\$ 5,439,299.59	\$7,825,352.93	\$8,469,449.16
		Emp. Benefit Fund	\$ 175,138.59	\$175,247.30	\$173,408.97
		Building Fund	\$ 1,654,997.35	\$2,337,564.59	\$2,889,643.99
		School Lunch	\$ 164,730.51	\$231,067.98	\$478,288.48
		Bond Fund	\$ 266,371.63	\$400,167.97	\$1,380,588.96
		Bond Fund #2			\$6,082,477.63
		Depreciation Fund	\$ 72,626.86	\$72,670.27	\$67,662.78
		QCPUF	\$ 161,945.35	\$205,836.86	\$214,719.78
		April Total	\$7,935,109.88	\$11,247,907.90	\$19,756,239.75
	May	General Fund	\$ 5,814,162.64	\$8,690,026.76	\$9,331,253.24
		Emp. Benefit Fund	\$ 175,152.50	\$175,254.02	\$173,421.13
		Building Fund	\$ 1,909,071.50	\$2,647,644.26	\$3,242,205.06
		School Lunch	\$ 156,719.82	\$302,873.47	\$501,794.98
		Bond Fund	\$ 306,452.81	\$330,876.68	\$1,324,236.06
		Bond Fund #2		\$2,845,506.45	\$5,265,152.76
		Depreciation Fund	\$ 72,630.96	\$72,673.06	\$67,667.53
		QCPUF	\$ 177,624.81	\$251,034.58	\$249,475.22
		April Total	\$ 8,611,815.04	\$15,315,889.28	\$20,155,205.98
	June	General Fund	\$ 5,090,931.48	\$6,036,567.10	\$8,442,054.75
		Emp. Benefit Fund	\$ 175,167.86	\$175,261.94	\$173,434.91
		Building Fund	\$ 1,939,152.68	\$2,730,580.07	\$3,345,758.80
		School Lunch	\$ 156,392.80	\$255,203.70	\$505,346.53
		Bond Fund	\$ 300,676.84	\$384,471.73	\$1,351,957.86
		Bond Fund #2		\$6,293,031.72	\$4,281,534.11
		Depreciation Fund	\$ 72,637.33	\$72,676.35	\$67,672.90
		QCPUF	\$ 168,297.22	\$217,478.14	\$253,726.44
		NPAIT		\$6,000,000.00	
		April Total	\$7,903,256.21	\$22,165,270.75	\$18,421,486.30
				\$16,165,270.75	

CASH COMPARISONS as of June, 2021

Fund	Budget	Expenditure	Ending Balance	% spent
1100's-Instruction	\$9,285,983.00	\$7,799,586.41	\$1,486,396.59	83.99%
1160-Poverty Programs	\$171,198.00	\$125,196.22	\$46,001.78	73.13%
1200-SPED Instruction	\$1,512,124.00	\$1,272,384.45	\$239,739.55	84.15%
2120-Guidance Services	\$452,279.00	\$335,395.83	\$116,883.17	74.16%
2130-Health Services	\$225,600.00	\$220,502.16	\$5,097.84	97.74%
2140-SPED Psychology	\$138,147.00	\$93,707.28	\$44,439.72	67.83%
2151-School Age Speech	\$263,689.00	\$216,952.23	\$46,736.77	82.28%
2152-Ages 3-5 Speech	\$97,694.00	\$41,456.02	\$56,237.98	42.43%
2153-Ages 0-2 Speech	\$60,379.00	\$40,659.13	\$19,719.87	67.34%
2161- School Age OT	\$15,000.00	\$7,436.00	\$7,564.00	49.57%
2162-Ages 3-5 OT	\$15,000.00	\$9,340.25	\$5,659.75	62.27%
2163-Ages 0-2 OT	\$15,000.00	\$11,366.25	\$3,633.75	75.78%
2171-School Age PT	\$15,000.00	\$2,142.50	\$12,857.50	14.28%
2172-Ages 3-5 PT	\$15,000.00	\$2,611.00	\$12,389.00	17.41%
2173-Ages 0-2 PT	\$15,000.00	\$2,106.00	\$12,894.00	14.04%
2181-School Age Vision	\$15,000.00	\$6,788.88	\$8,211.12	45.26%
2190-Other Pupil Services	\$53,600.00	\$63,709.72	-\$10,109.72	118.86%
2210-Learning Improvement	\$258,378.00	\$215,166.64	\$43,211.36	83.28%
2220-Libraries	\$285,734.00	\$228,604.13	\$57,129.87	80.01%
2310-Board Of Education	\$35,000.00	\$51,163.95	-\$16,163.95	146.18%
2320-Executive Administration	\$339,937.00	\$257,523.30	\$82,413.70	75.76%
2330-Legal Services	\$25,000.00	\$33,822.54	-\$8,822.54	135.29%
2410-Office of Principal	\$1,081,982.00	\$998,606.71	\$83,375.29	92.29%
2510-General Admin Business Services	\$605,494.00	\$440,103.10	\$165,390.90	72.68%
2560/80-Public Relations	\$110,458.00	\$94,387.80	\$16,070.20	85.45%
2610-Operation of Plant	\$1,030,975.00	\$809,628.40	\$221,346.60	78.53%
2620/30-Maintenance of Buildings/Grounds	\$391,124.00	\$296,650.70	\$94,473.30	75.85%
2650-Vehicle Acquisition/Maintenance	\$17,000.00	\$8,456.15	\$8,543.85	49.74%
2660/70-Security and Safety	\$74,500.00	\$45,130.82	\$29,369.18	60.58%
2720/90/91-Transportation	\$630,500.00	\$535,383.06	\$95,116.94	84.91%
2712/92-SPED Transportation	\$243,000.00	\$140,051.82	\$102,948.18	57.63%
3535-High Ability	\$12,400.00	\$32,656.95	-\$20,256.95	263.36%
3590-Extended Learning Opportunity Grants	\$8,000.00	\$10,976.97	-\$2,976.97	137.21%
6200-Title I	\$80,803.00	\$70,244.76	\$10,558.24	86.93%
6310-Title IIA	\$21,596.00	\$24,915.30	-\$3,319.30	115.37%
6969-Title IV	\$10,000.00	\$2,500.00	\$7,500.00	25.00%
6406-IDEA Part B Preschool	\$12,928.00	\$0.00	\$12,928.00	0.00%
6408-IDEA Enrollment/Poverty	\$231,604.00	\$206,625.01	\$24,978.99	89.21%
6412-Non-Public IDEA	\$2,650.00	\$1,739.84	\$910.16	65.65%
6700-Perkins	\$7,800.00	\$1,530.15	\$6,269.85	19.62%
1300-Summer School	\$40,809.00	\$5,232.49	\$35,576.51	12.82%
6998-ESSER III	\$255,000.00	\$235,541.91	\$19,458.09	92.37%
7000-Short Term Borrowing	\$1,000,000.00	\$0.00	\$1,000,000.00	0.00%
8000-Transfers	\$380,661.00	\$0.00	\$380,661.00	0.00%
	\$19,559,026.00	\$14,997,982.83	\$4,561,043.17	76.68%

Board of Education Regular Meeting
South Sarpy School District 46
Monday, June 13, 2022 7:00 PM

The Policy Committee started at 6:00 p.m. Swanson and Guenther were present. The Policy Committee reviewed policy updates provided by legal, the HAL Policy 5414, Professional Growth Policy 4140, and the Curriculum Review Cycle Policy 6121. The committee meeting adjourned at 6:36 p.m.

The Finance Committee started at 6:36 p.m. Guenther, Swanson, and Fisher were present. Finance reports were reviewed by the committee. Discussion of the bills took place. The committee meeting adjourned at 6:59 p.m.

A meeting of the Board of Education of Springfield Platteview Community Schools, South Sarpy County School District 46, in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, June 13, 2022, at the District Board Office, Central Services Building. Present: Kyle Fisher, Brenda Guenther, Brian Osborn, Lisa Roseland, Cori Swanson. Absent: Brian Wichman.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Swanson informed the board and the public that the Act is located on the west wall of the board room.

Action to approve the Consent Agenda as presented passed with a motion by Guenther and a second by Roseland. Vote: Yays-Fisher, Guenther, Osborn, Roseland, Swanson. Nays- none.

There were no items from patrons on agenda items.

Action to approve the ESU #3 Driver's Education contract for 2022-23 as presented passed with a motion by Roseland and a second by Guenther. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Swanson. Nays-none.

Action to approve that the Board of Education of this School District should and does hereby approve and adopt the Resolution, as presented and attached hereto, with regard to the selection of the construction manager at risk for the proposed multiple school facilities renovation project. passed with a motion by Osborn and a second by Fisher. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Swanson. Nays- none.

Action to approve the Student Fees for the 2022-23 school year as presented passed with a motion by Osborn and a second by Roseland. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Swanson. Nays- none.

Action to approve the ESU #3 Core Services funds for 2022-23 passed with a motion by Roseland and a second by Osborn. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Swanson. Nays-none.

Action approve the purposes for ESU #3 tax levy for 2022-23 passed with a motion by Roseland and a second by Osborn. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Swanson. Nays-none.

Action to approve the .54 Certified Contract Approval for Jill Nielsen for the 2022-23 School Year passed with a motion by Guenther and a second by Osborn. Vote: Yays-Fisher, Guenther, Osborn, Roseland, Swanson. Nays-none.

Action to approve PCJH Handbook for 2022-2023 with noted iPad fees changes passed with a motion by Osborn and a second by Roseland. Vote: Yays-Fisher, Guenther, Osborn, Roseland, Swanson. Nays- none.

Action to approve PHS Handbook for 2022-2023 with noted changes in Ipad fees and with courses aligning with the curriculum handbook passed with a motion by Osborn and a second by Roseland. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Swanson. Nays-none.

Action to approve Elementary Handbook for 2022-2023 with noted Ipad fee changes and dismissal times changes passed with a motion by Osborn and a second by Roseland. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Swanson. Nays- none.

Board President Swanson updated the Board of the Policy Committee meeting and the proposed policy changes recommended by Perry Law firm. First readings will be in July.

Superintendent Dr. Saunders and Athletics Director Josh Siske updated the Board on the PHS Activities and Athletics survey results and recommendations from the findings.

Dr. Saunders provided an update to the Board on current statistics on staffing in the district this year.

There were no items from patrons on items not on the agenda.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to enter into Executive session at 8:15 p.m. for the purpose of Personnel for the protection of the public interest and for the prevention of needless injury to the reputation of an individual passed with a motion by Osborn and a second by Fisher. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Swanson. Nays-none. Action to leave the Executive session at 8:37 passed with a motion by Osborn and a second by Roseland. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Swanson. Nays- none.

Action to Adjourn the meeting at 8:37p.m. passed with a motion by Osborn and a second by Roseland. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Swanson. Nays - none.

Board of Education Retreat
Saturday, June 18, 2022 8:00 A.M.

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 8:00 a.m., Saturday, June 18th , 2022, at the District Board Office, Central Services Building. Present: Kyle Fisher, Brian Osborn, Lisa Roseland, Brian Wichman, Brenda Guenther, Cori Swanson. Absent: None.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84-1407 to 84-1414 requires that the Open Meetings Act be posted in the meeting room. President Swanson informed the board and the public that the Act is located on the west wall of the board room.

The Board discussed long-term planning for the district. The results of the analysis completed by RSP & Associates were shared and discussed. There was also discussion of the Oak Leaf Development, the potential timeframes for bond votes, and the building of a new elementary school.

Superintendent Dr. Saunders shared a comparison of activity fee structures for surrounding schools and schools within the conference. Further analysis will be done of the current athletic and activities budgets for PHS and PC. The Board also discussed the enforcement of personnel policy 4017 in regards to activity passes for the 2022-2023 school year.

Discussion on staff planning included examining current hourly employee rates and the potential of providing insurance to a broader group of hourly employees.

The Board discussed procedures of reviewing and updating District policies.

The Board discussed developing a timeline for District Strategic Planning. Dr. Saunders shared some potential facilitators and costs involved with this planning.

The Board reviewed the policies governing board meetings and an analysis of the current board meeting structure and related reports was discussed.

Action to adjourn the meeting at 11:54 a.m. passed with a motion by Roseland and a second by Guenther. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Swanson, Wichman. Nays- none.

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS

Treasurer's Report

For the month ended June 30, 2022

<u>General Fund Now Account</u>			
Bank Balance: Beginning of Reporting Period			\$ 355,803.31
Deposits:			
Springfield State Bank - Interest	\$ 58.86		
Transfer from Depreciation Fund	\$ 0.00		
Transfers from Investment Account	\$ 1,331,913.76		
Transfers from Bond Fund	\$ 0.00		
Transfer from QCPUF	\$ 0.00		
Transfers from Lunch Fund Investment	\$ 62,219.06		
Transfers from Building #2 (Bond #2)	\$ 983,991.15		
Transfers from Building Fund Investment	\$ 0.00		
			\$ 2,378,182.83
			\$ 2,733,986.14
Disbursements			
			\$ 2,390,267.28
Bank Balance: End of Reporting Period			\$ 343,718.86
Outstanding Checks: End of Reporting Period			\$ 192,695.05
NOW Account Balance: End of Reporting Period			\$ 151,023.81
<u>General Fund Investment Account</u>			
Available Balance: Beginning of Reporting Period			\$ 9,176,340.34
Deposits:			
Springfield State Bank - Interest	\$ 687.91		
Sarpy County Treasurer - Local Taxes	\$ 127,357.21		
Sarpy- MVT	\$ 129,812.03		
Sarpy-ProRate M/V	\$ 0.00		
Sarpy-Homestead	\$ 35,100.15		
State Aid	\$ 0.00		
SPED SA Reimb- State	\$ 140,964.00		
Federal- IDEA SPED, Title, Perkins, HAL	\$ 0.00		
County Fines/City Fees/ Liquor Licenses	\$ 1,591.07		
Summer School/ Preschool payments	\$ 5,171.00		
Refunds/ Reimbursements/ Donations	\$ 2,635.40		
iPad Fees and Insurance	\$ 984.11		
			\$ 444,302.88
			\$ 9,620,643.22
Disbursements			
Transfers to General Fund NOW	\$ 1,331,913.76		
Administrative Revolving	\$ 0.00		
Transfer to Depreciation	\$ 0.00		
Returned checks/ fees/ overpayment	\$ 0.00		
Bank and other Service Charges	\$ 180.05		
			\$ 1,332,093.81
Investment Account Balance: End of Reporting Period			\$ 8,288,549.41
<u>General Fund Administrative Revolving Account</u>			

Available Balance: Beginning of Reporting Period			\$	3,122.21
Deposits:				
Transfers From General Fund Investment Acc't	\$	0.00		
			\$	0.00
			\$	3,122.21
Disbursements			\$	490.68
Bank Balance: End of Reporting Period			\$	2,631.53
Outstanding Checks: End of Reporting Period			\$	150.00
Admin. Revolving Account Balance: End of Reporting Period			\$	2,481.53
General Fund Administrative Revolving Account			\$	2,481.53
General Fund NOW Account			\$	151,023.81
General Fund Investment Account			\$	8,288,549.41
TOTAL GENERAL FUND BALANCE			\$	8,442,054.75
<u>Employee Benefit Fund</u>				
Available Balance: Beginning of Reporting Period			\$	173,421.13
Deposits:				
Springfield State Bank - Interest			\$	13.78
Transfers From General Fund Investment Acc't			\$	0.00
Bank Balance: End of Reporting Period			\$	173,434.91
Certificate of Deposit				
Available Balance: End of Reporting Period			\$	173,434.91
Disbursements			\$	0.00
TOTAL EMPLOYEE BENEFIT BALANCE			\$	173,434.91
<u>Special Building Fund #1 Account</u>				
Available Balance: Beginning of Reporting Period			\$	3,242,205.06
Deposits:				
Springfield State Bank - Interest	\$	259.23		
Sarpy County Treasurer - Local Taxes	\$	27,472.88		
Sarpy-Homestead	\$	7,596.33		
Sale of Property-Bellevue	\$	68,225.30	\$	103,553.74
			\$	3,345,758.80
Disbursements	\$	0.00	\$	0.00
Available Balance: End of Reporting Period			\$	3,345,758.80
TOTAL SPECIAL BUILDING FUND BALANCE			\$	3,345,758.80
<u>School Lunch Investment Account</u>				
Available Balance: Beginning of Reporting Period			\$	501,794.98
Deposits:				
Springfield State Bank - Interest	\$	39.56		
Hot Lunches	\$	1,843.30		
State/Federal Aid	\$	63,915.70		
KidsCare Reimbursement/ Other	\$	0.00	\$	65,798.56

			\$ 567,593.54
Disbursements			
Transfers to NOW	\$ 62,219.06		
Returned checks debit/fees	\$ 27.95		
			\$ 62,247.01
Available Balance: End of Reporting Period			\$ 62,247.01
TOTAL SCHOOL LUNCH FUND BALANCE			\$ 505,346.53
<u>Bond Fund #1 Investment Account</u>			
Available Balance: Beginning of Reporting Period			\$ 1,324,236.06
Deposits:			
Springfield State Bank - Interest	\$ 106.50		
Sarpy County Treasurer - Local Taxes	\$ 20,705.82		
Sarpy County-Homestead	\$ 6,909.48		
Sarpy County-Public Power Tax	\$ 0.00	\$ 27,721.80	
			\$ 1,351,957.86
Disbursements			\$ 0.00
Transfer to NOW			\$ 0.00
Available Balance: End of Reporting Period			\$ 1,351,957.86
TOTAL BOND FUND BALANCE			\$ 1,351,957.86
<u>Building Fund #2 Investment Account (Series 2020 Bond)</u>			
Available Balance: Beginning of Reporting Period			\$ 5,265,152.76
Deposits:			
Springfield State Bank - Interest	\$ 372.50		
D.A. Davidson-Bond proceeds	\$ 0.00	\$ 372.50	
			\$ 5,265,525.26
Disbursements			
Transfer to NOW			\$ 983,991.15
Available Balance: End of Reporting Period			\$ 4,281,534.11
TOTAL BLDG. FUND #2 BALANCE (2020)			\$ 4,281,534.11
<u>Depreciation Fund Account</u>			
Available Balance: Beginning of Reporting Period			\$ 67,667.53
Deposits:			
Springfield State Bank - Interest	\$ 5.37		
Transfers from General Fund	\$ 0.00	\$ 5.37	
			\$ 67,672.90
Disbursements			
Transfer to NOW	\$ 0.00	\$ 0.00	
Available Balance: End of Reporting Period			\$ 67,672.90
TOTAL DEPRECIATION FUND BALANCE			\$ 67,672.90

QCPUF Fund Account			
Available Balance: Beginning of Reporting Period			\$ 249,475.22
Deposits:			
Sarpy County-Real Estate Taxes	\$ 3,316.02		
Sarpy County-Homestead	\$ 915.18		
Springfield State Bank - Interest	\$ 20.02	\$ 4,251.22	
		\$ 253,726.44	
Disbursements	\$ 0.00		
		\$ 0.00	
Available Balance: End of Reporting Period		\$ 253,726.44	
TOTAL QCPUF FUND BALANCE		\$ 253,726.44	



SPRINGFIELD PLATTEVIEW COMM
ADMINISTRATIVE REVOLVING ACCT
14801 S 108TH STREET
SPRINGFIELD NE 68059



Statement Date: **06/03/2022**

Account No.: **4171468** Page: **1**

REGULAR CHECKING ACCOUNT SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 05/31/22		3,122.21
Debits	2	251.87
Ending Balance On 06/03/22		2,870.34
Average Balance (Ledger)	3,038.25+	

Direct Inquiries About Electronic Entries To:
Phone: (402) 253-2222

STATEMENT PERIOD ACTIVITY

Date	Check/Description	Amount	Check/Description	Amount	Balance
06/03/22	5913	15.25	5912	236.62	2,870.34

AVERAGE AND MINIMUM BALANCES

Average Ledger Balance :	3,038.25	Minimum Ledger Balance :	2,870.34
Average Collected Balance :	3,038.25	Minimum Collected Balance :	2,870.34
Average Available Balance :	3,038.25	Minimum Available Balance :	2,870.34

CHECKS AND OTHER DEBITS

* indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
06/03/22	5912	236.62	06/03/22	5913	15.25			

OVERDRAFT FEE SUMMARY

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



Statement Date: 06/03/2022

Account No.:

4171468 Page: 2

This Statement Cycle Reflects 3 Days

FOR "A CYBERSECURITY GUIDE FOR CONSUMERS" GO TO
[HTTPS://WWW.FDIC.GOV/CONSUMERS/ASSISTANCE/PROTECTION/
BROCHURES/CYBERCUSTOMER.PDF](https://www.fdic.gov/consumers/assistance/protection/brochures/cybercustomer.pdf)

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SPRINGFIELD PLATTEVIEW COMM
 Account No. : 4171468
 Stmt. Date : 06/03/2022

Bank : 680
 Images : 2
 Page : 3

IMAGE STATEMENT



SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
 ADMINISTRATIVE REVOLVING ACCOUNT
 21-0000482
 14813 1/2 NORTH ST
 SPRINGFIELD, NC 27888

5912
 06/03/2022

Pay to the order of Ruiz \$ 236.62

Two hundred thirty six and 00/100

Brian Peters
Judy Peterson

005912 ⑆1049136820417 ⑆ 458⑈

AMT: 236.62 SEQ: 80000370
 CK: 5912 DT: 06/03/22 ST: Paid

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
 ADMINISTRATIVE REVOLVING ACCOUNT
 21-0000482
 14813 1/2 NORTH ST
 SPRINGFIELD, NC 27888

5913
 06/03/2022

Pay to the order of Ruiz \$ 15.25

Fifteen and 00/100

Brian Peters
Judy Peterson

005913 ⑆1049136820417 ⑆ 458⑈

AMT: 15.25 SEQ: 80000380
 CK: 5913 DT: 06/03/22 ST: Paid



Springfield Platteview Community

Bank Account Reconciliation Report (Bank Reconciliation)

Accounting Cycle: FY21-22; Bank: Springfield State Bank - ; Bank Account: 4171468 - Administrative

Revolving (4); Statement Date: 06/03/2022; Include Unposted Transactions: No; Created On:

Last Reconciled	Beginning Balance	Statement Date	Ending Balance		
5/31/2022	\$3,122.21	06/03/2022	\$2,870.34		
Date	Source Document	Item Number	Description	Deposit	Withdrawal
6/1/2022	00059821	00059821	Check #5912-RUNZA		\$236.62
6/1/2022	00059822	00059822	Check #5913-RUNZA		\$15.25
Sub Total					\$251.87



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SPRINGFIELD PLATTEVIEW COMM
ADMINISTRATIVE REVOLVING ACCT
14801 S 108TH ST
SPRINGFIELD NE 68059

PAGE 1

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY	ACCOUNT 04-171-468	PIECES	2	
		WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE (06/03/22)				2,870.34
INTEREST PAID				
2 CHECKS / DEBITS		238.81		
STATEMENT BALANCE (06/30/22)				2,631.53

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 2,858.62

CHECKS / DEBITS	ACCOUNT 04-171-468			
06/30 5910 200.00	CUSTOMER CHE	06/28*	5915 38.81	CASHED CHECK

DAILY BALANCES	ACCOUNT 04-171-468			
06/03 2870.34	06/28 2831.53		06/30	2631.53

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
 ADMINISTRATIVE REVOLVING ACCOUNT
 05-068669
 1401 S 108TH ST
 SPRINGFIELD, NE 68059

5/10 2022

5910
 76-13681049

PAY TO THE ORDER OF NASSIA \$ 200.00
two hundred and 00/100

SPRINGFIELD
 Scott Jensen/Adam Kuhl

Roxanne Kastens
 D. R. Kastens

⑆005910⑆ ⑆104913682⑆417 1 468⑆

5910 6/30/2022 200.00

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
 ADMINISTRATIVE REVOLVING ACCOUNT
 05-068669
 1401 S 108TH ST
 SPRINGFIELD, NE 68059

CASH June 13 2022

5915
 76-13681049

PAY TO THE ORDER OF Lindy Richards \$ 38.81
thirty eight and 81/100

SPRINGFIELD
 Lindy Richards

Roxanne Kastens

⑆005915⑆ ⑆104913682⑆417 1 468⑆

5915 6/28/2022 38.81

Springfield Platteview Community Schools

Bank Account Reconciliation Report (Bank Reconciliation)

Accounting Cycle: FY21-22; Bank: Springfield State Bank - ; Bank Account: 4171468 - Administrative

Revolving (4); Statement Date: 06/30/2022; Include Unposted Transactions: No; Created On: 7/13/2022

Last Reconciled	Beginning Balance	Statement Date	Ending Balance		
6/3/2022	\$2,870.34	06/30/2022	\$2,631.53		
Date	Source Document	Item Number	Description	Deposit	Withdrawal
5/6/2022	00059820	00059820	CHeck #5910-NHSSCA dues		\$200.00
6/13/2022	00059823	00059823	Check #5915-Lindy Richards		\$38.81
Sub Total					\$238.81

Springfield Platteview Community Schools

Bank Account Reconciliation Report (Outstanding)

Accounting Cycle: FY21-22; Bank: Springfield State Bank - ; Bank Account: 4171468 - Administrative Revolving (4); Statement Date: 06/03/2022;
 Include Unposted Transactions: No; Created On: 7/15/2022 5:12:03 PM

Last Reconciled					
Beginning Balance		Statement Date			
5/31/2022		\$3,461.47			
06/03/2022					
Date	Source Document	Item Number	Description	Deposit	Withdrawal
9/7/2021	00057110	00057110	Chk #5886-City of Springfield; Temp Transaction Number T0071890		\$150.00
5/6/2022	00059820	00059820	CHeck #5910-NHSSCA dues		\$200.00
Sub Total				\$5,426.33	\$1,964.86



SPRINGFIELD PLATTEVIEW COMM
STUDENT FEE ACCOUNT
14801 S 108TH ST
SPRINGFIELD NE 68059



Statement Date: **06/03/2022**

Account No.: **4151129** Page: **1**

REGULAR CHECKING ACCOUNT SUMMARY

Type: **REG** Status: **Active**

Category	Number	Amount
Balance Forward From 05/31/22		4,283.08
Debits		0.00
Ending Balance On 06/03/22		4,283.08
Average Balance (Ledger)	4,283.08 +	

Direct Inquiries About Electronic Entries To:
Phone: (402) 253-2222

AVERAGE AND MINIMUM BALANCES

Average Ledger Balance :	4,283.08	Minimum Ledger Balance :	4,283.08
Average Collected Balance :	4,283.08	Minimum Collected Balance :	4,283.08
Average Available Balance :	4,283.08	Minimum Available Balance :	4,283.08

OVERDRAFT FEE SUMMARY

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

This Statement Cycle Reflects 3 Days

FOR "A CYBERSECURITY GUIDE FOR CONSUMERS" GO TO
[HTTPS://WWW.FDIC.GOV/CONSUMERS/ASSISTANCE/PROTECTION/
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Statement Date: **06/03/2022**

Account No.:

4151129 Page: **2**

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BANK STATEMENT



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SPRINGFIELD PLATTEVIEW COMM
STUDENT FEE ACCOUNT
14801 S 108TH ST
SPRINGFIELD NE 68059

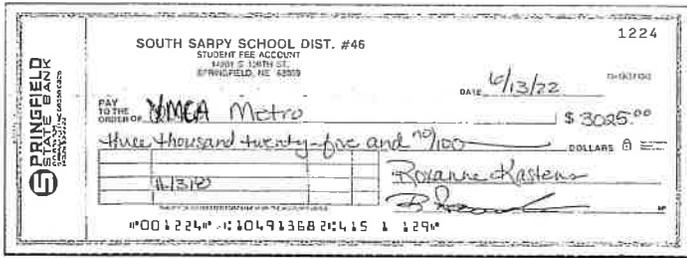
YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

Table with columns: CHECKING SUMMARY, ACCOUNT 04-151-129, PIECES 4, WITHDRAWALS, DEPOSITS, BALANCE. Rows include: PREV STATEMENT BALANCE (06/03/22) 4,283.08, INTEREST PAID, 4 CHECKS / DEBITS 3,587.11, STATEMENT BALANCE (06/30/22) 695.97

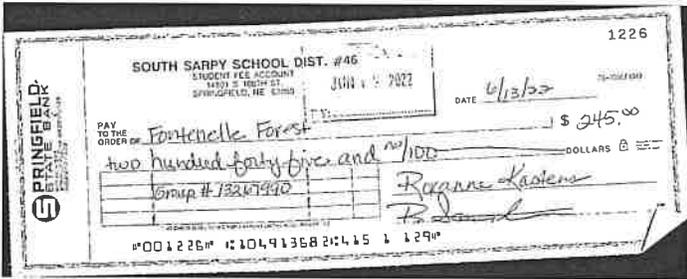
AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 3,132.29

Table with columns: CHECKS / DEBITS, ACCOUNT 04-151-129. Rows include: 06/22 1224 3025.00 CUSTOMER CHE 06/22 1227 114.98 CUSTOMER CHE, 06/22* 1226 245.00 CUSTOMER CHE 06/28 1228 202.13 CUSTOMER CHE

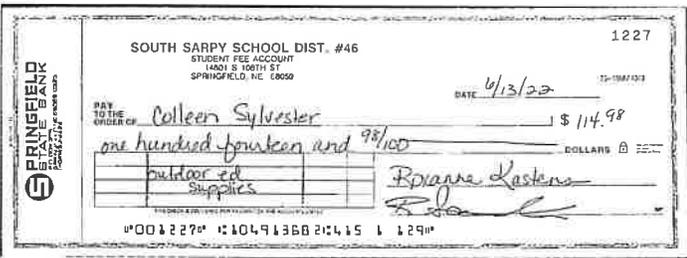
Table with columns: DAILY BALANCES, ACCOUNT 04-151-129. Rows include: 06/03 4283.08 06/22 898.10 06/28 695.97 06/30 695.97



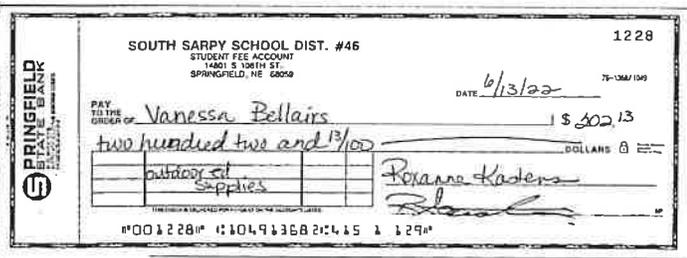
1224 6/22/2022 3025.00



1226 6/22/2022 245.00



1227 6/22/2022 114.98



1228 6/28/2022 202.13



P.O. BOX 1507, GRAND ISLAND, NE 68802-1507

Address Service Requested

ACCOUNT:
DOCUMENTS:

XXXXXX7773
0
PAGE: 1
06/30/2022



SARPY COUNTY SCHOOL DIST 0046
14801 S 108TH ST
SPRINGFIELD, NE 68059-4925

Business Checking ACCOUNT XXXXXX7773

AVG AVAILABLE BALANCE	21,642.42	LAST STATEMENT 05/31/22	21,642.42
AVERAGE BALANCE	21,642.42	CREDITS	.00
		DEBITS	.00
		THIS STATEMENT 06/30/22	21,642.42

- END OF STATEMENT -

1-5PTS-DDAs-03 220702
001-001-005760 000342608

Bank Statement Reconciliation

Description

Adjustment Date

Adjustment Amount

Platteview High School

06/01/2022 through 06/30/2022

Checking

Bank Statement Reconciliation Summary

Statement Balance	\$ 193,059.18
- Outstanding checks	\$ 20,109.69
+ Outstanding Deposits	\$ 0.00
+ Outstanding Adjustments	\$ 26,001.92
- Outstanding Investment Transfers	\$ 0.00
Total	<u>\$ 198,951.41</u>
+ Investments	\$ 0.00
Book Balance	<u>\$ 198,951.41</u>



BANK STATEMENT



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SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW ACTIVITY FUND
14801 S 108TH ST
SPRINGFIELD NE 68059

YOUR ACCOUNT TYPE IS: BUSINESS INTEREST CHK

Table with columns: CHECKING SUMMARY, ACCOUNT 00N104-812, PIECES 30, WITHDRAWALS, DEPOSITS, BALANCE. Rows include: PREV STATEMENT BALANCE (06/03/22) 198,288.82; 5 DEPOSITS / CREDITS 11,685.49; INTEREST PAID 13.70; 26 CHECKS / DEBITS 16,928.83; STATEMENT BALANCE (06/30/22) 193,059.18

Summary rows: YTD INTEREST PAID 77.47; AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 188,198.67

DEPOSITS / CREDITS ACCOUNT 00N104-812. Rows: 06/29/22 CUSTOMER DEPOSIT 646.00; 06/29/22 CUSTOMER DEPOSIT 780.00; 06/29/22 CUSTOMER DEPOSIT 2,430.00; 06/29/22 CUSTOMER DEPOSIT 3,015.00; 06/29/22 CUSTOMER DEPOSIT 4,814.49; 06/30/22 INTEREST PAID 13.70

CHECKS / DEBITS ACCOUNT 00N104-812. Table with columns: Date, Amount, Description, Check Number, Amount, Description. Rows include: 06/10 84.74 DEBIT CARD P 06/29* 50192 100.00 CUSTOMER CHE; 06/13* 47977 43.52 CUSTOMER CHE 06/10 50193 457.00 CUSTOMER CHE; 06/07* 50117 30.00 CUSTOMER CHE 06/08 50194 4050.00 CUSTOMER CHE; 06/16* 50158 430.00 CUSTOMER CHE 06/09* 50197 1680.59 CUSTOMER CHE; 06/07* 50161 250.00 CUSTOMER CHE 06/13* 50200 300.00 CUSTOMER CHE; 06/08* 50164 250.00 CUSTOMER CHE 06/21* 50202 101.99 CUSTOMER CHE; 06/15* 50172 110.00 CUSTOMER CHE 06/15 50203 1556.50 CUSTOMER CHE; 06/22 50173 126.00 CUSTOMER CHE 06/22 50204 4000.00 CUSTOMER CHE; 06/08* 50178 87.00 CUSTOMER CHE 06/14* 50206 275.96 CUSTOMER CHE; 06/10* 50180 25.08 CUSTOMER CHE 06/17 50207 243.50 CUSTOMER CHE; 06/09 50181 45.03 CASHED CHECK 06/16 50208 607.17 CUSTOMER CHE; 06/13* 50183 679.75 CUSTOMER CHE 06/22 50209 150.00 CUSTOMER CHE; 06/13* 50185 150.00 CUSTOMER CHE 06/15* 50212 1095.00 CUSTOMER CHE

DAILY BALANCES ACCOUNT 00N104-812. Table with columns: Date, Balance, Date, Balance, Date, Balance, Date, Balance. Rows include: 06/03 198288.82, 06/07 198008.82, 06/08 193621.82, 06/09 191896.20; 06/10 191329.38, 06/13 190156.11, 06/14 189880.15, 06/15 187118.65; 06/16 186081.48, 06/17 185837.98, 06/21 185735.99, 06/22 181459.99

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SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW ACTIVITY FUND
14801 S 108TH STREET
SPRINGFIELD NE 68059



Statement Date: 06/03/2022

Account No.: 104812 Page: 1

NOW CHECKING ACCOUNT SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 05/31/22		208,440.33
Debits	16	10,099.69
Automatic Withdrawals	1	53.13
Interest Added This Statement		1.31+
Ending Balance On 06/03/22		198,288.82
Annual Percentage Yield Earned	0.08%	
Interest Paid This Year	63.77	
Interest Paid Last Year	84.87	
Average Balance (Collected)	199,531.32+	

Direct Inquiries About Electronic Entries To:
Phone: (402) 253-2222

STATEMENT PERIOD ACTIVITY

Date	Check/Description	Amount	Check/Description	Amount	Balance
06/01/22	50177	49.30	50196	60.00	208,331.03
06/01/22	50195	60.00	50199	119.35	208,151.68
06/01/22	50187	133.10	50171	150.00	207,868.58
06/01/22	50188	555.50	50170	985.13	206,327.95
06/01/22	50190	1,750.00	50191	3,759.00	200,818.95
06/02/22	BANKCARD 1869 MTOT DISC			53.13	200,765.82
06/02/22	50174	120.00	50114	140.00	200,505.82
06/02/22	50176	232.03	50189	286.28	199,987.51
06/02/22	50169	500.00			199,487.51
06/03/22	50168	1,200.00			198,287.51
06/03/22	INTEREST PAID			1.31+	198,288.82

AVERAGE AND MINIMUM BALANCES

Average Ledger Balance :	199,531.32	Minimum Ledger Balance :	198,287.51
Average Collected Balance :	199,531.32	Minimum Collected Balance :	198,287.51
Average Available Balance :	199,531.32	Minimum Available Balance :	198,287.51

Continued

1/17/1

Current Cash Balance

Sorted by Site ID, Group ID; Filtered by Site.
From 06/01/2022 to 06/30/2022.

Site ID Site Name
Group ID Group Name

			Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
PHS	Platteview High School						
A	Athletics		3,236.59	1,009.38	3,564.32	26,001.92	26,683.57
B	Activities		12,208.69	143.00	4,650.00	0.00	7,701.69
C	Classes		50,806.78	646.00	3,093.37	4,195.32	52,554.73
D	Clubs/Organizations		19,611.30	0.00	0.00	0.00	19,611.30
E	Education		8,524.54	1,300.00	0.00	0.00	9,824.54
F	Fundraising		43,878.82	6,225.00	6,836.09	-128.26	43,139.47
M	Miscellaneous		42,785.52	2,362.11	5,673.40	-38.12	39,436.11
N	Non-Active Accounts		6,207.12	0.00	2,011.80	-4,195.32	0.00
	PHS	Totals:	187,259.36	11,685.49	25,828.98	25,835.54	198,951.41
		Report Totals:	187,259.36	11,685.49	25,828.98	25,835.54	198,951.41

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 06/01/2022 to 06/30/2022.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
PCJH	Platteview Central Jr High							
D	Clubs/Organizations							
	440		National Honor Society	223.14	0.00	0.00	0.00	223.14
	465		Student Council	266.88	0.00	0.00	0.00	266.88
			D Totals:	490.02	0.00	0.00	0.00	490.02
M	Miscellaneous							
	727		Destination Imagination	1,585.42	0.00	0.00	0.00	1,585.42
	745		Library	94.75	24.00	0.00	0.00	118.75
	750		Principal	4,751.96	451.20	84.24	0.86	5,119.78
	755		Parent Advisory Council	2,682.85	0.00	-450.00	0.00	3,132.85
	765		Science In Motion	1,091.95	0.00	0.00	0.00	1,091.95
			M Totals:	10,206.93	475.20	-365.76	0.86	11,048.75
			PCJH Activity Totals:	10,696.95	475.20	-365.76	0.86	11,538.77

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
PCJH Checking:			475.20	-365.76		
PCJH Investment:						
PCJH Bank Balances:	10,696.95		475.20	-365.76	0.86	11,538.77

Rain Johnson
7-6-22

Bank Statement Reconciliation

Description

Adjustment Date

Adjustment Amount

Springfield Elementary

06/04/2022 through 06/30/2022

Checking

Bank Statement Reconciliation Summary

Statement Balance	\$ 12,283.85
- Outstanding checks	\$ 291.16
+ Outstanding Deposits	\$ 0.00
+ Outstanding Adjustments	\$ 0.00
- Outstanding Investment Transfers	\$ 0.00
Total	\$ 11,992.69
+ Investments	\$ 0.00
Book Balance	\$ 11,992.69

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.

From 06/01/2022 to 06/30/2022.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
SE	Springfield Elementary							
D	Clubs/Organizations							
		465	Student Council	545.25	0.00	0.00	0.00	545.25
D Totals:				545.25	0.00	0.00	0.00	545.25
M	Miscellaneous							
		727	Destination Imagination	4,812.17	0.00	353.51	0.00	4,458.66
		745	Library	2,803.79	0.00	43.47	0.00	2,760.32
		750	Principal	2,562.26	0.00	0.00	1.02	2,563.28
		760	Pop	164.63	0.00	0.00	0.00	164.63
		775	Walk-A-Thon	2,623.83	0.00	1,123.28	0.00	1,500.55
M Totals:				12,966.68	0.00	1,520.26	1.02	11,447.44
SE Activity Totals:				13,511.93	0.00	1,520.26	1.02	11,992.69

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
SE Checking:			0.00	1,520.26		
SE Investment:						
SE Bank Balances:	13,511.93		0.00	1,520.26	1.02	11,992.69

Report Activity Totals:	13,511.93	0.00	1,520.26	1.02	11,992.69
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Bank Statement Reconciliation

Description

Adjustment Date

Adjustment Amount

Westmont Elementary

06/01/2022 through 06/30/2022

Checking

Bank Statement Reconciliation Summary

Statement Balance	\$ 8,445.22
- Outstanding checks	\$ 316.33
+ Outstanding Deposits	\$ 0.00
+ Outstanding Adjustments	\$ 0.00
- Outstanding Investment Transfers	\$ 0.00
Total	\$ 8,128.89
+ Investments	\$ 0.00
Book Balance	\$ 8,128.89

Melissa Hasty
by LP.

Bank Statement Reconciliation

Check Number Vendor Name Check Date Check Amount

Westmont Elementary 06/01/2022 through 06/30/2022

Checking

Checks

Cleared Checks

010083	Jeremy Mahoney	05/19/2022	\$ 5.82
010085	Vanessa Bellairs	05/19/2022	\$ 125.80
010086	Hy-Vee Accounts Receivable	05/19/2022	\$ 165.07
010087	Melissa Hasty	06/08/2022	\$ 196.58
Cleared Checks Total:			\$ 493.27

Outstanding Checks

010068	Melissa Hasty	02/16/2022	\$ 59.83
010088	Moore For Me Boutique	06/28/2022	\$ 176.00
010089	Lee G. Simmons Wildlife Park	06/28/2022	\$ 80.50
Outstanding Checks Total:			\$ 316.33

Void Checks

010080	Destination Imagination	06/06/2022	\$ 4,000.00
Void Checks Total:			\$ 4,000.00

Bank Statement Reconciliation

Deposit Number	Description	Deposit Date	Deposit Amount
Westmont Elementary		06/01/2022 through 06/30/2022	
Checking			

Deposits

Cleared Deposits

6/29-1	yearbook reimbursement	06/29/2022	\$ 16.62
6/8-1	various accts	06/08/2022	\$ 252.95
		Cleared Deposits Total:	\$ 269.57

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.

From 06/01/2022 to 06/30/2022.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
WE	Westmont Elementary							
D	Clubs/Organizations							
		465	Student Council	393.51	135.10	0.00	0.00	528.61
D Totals:				393.51	135.10	0.00	0.00	528.61
M	Miscellaneous							
		727	Destination Imagination	-2,033.70	36.50	-4,000.00	0.00	2,002.80
		745	Library	1,708.94	4.00	0.00	0.00	1,712.94
		750	Principal	4,172.51	16.62	453.08	0.00	3,736.05
		760	Pop	71.14	77.35	0.00	0.00	148.49
M Totals:				3,918.89	134.47	-3,546.92	0.00	7,600.28
WE Activity Totals:				4,312.40	269.57	-3,546.92	0.00	8,128.89

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
WE Checking:			269.57	-3,546.92		
WE Investment:						
WE Bank Balances:	4,312.40		269.57	-3,546.92	0.00	8,128.89

Report Activity Totals:	4,312.40	269.57	-3,546.92	0.00	8,128.89
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P.O. BOX 447 • 10841 N. 142ND ST. • WAVERLY, NE 68462 • (402) 786-2555
 P.O. BOX 404 • 328 N. CENTRAL AVE. • SUPERIOR, NE 68978 • (402) 879-4788
 P.O. BOX 200 • 312 W. 1ST STREET • McCOOK, NE 69001 • (308) 345-1744

SPRINGFIELD PLATTEVIEW COMM
 WESTMONT ELEM SCHOOL ACT FUND
 13210 GLENN ST
 PAPIILLION NE 68138

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY	ACCOUNT 04-641-069	PIECES 6	
		WITHDRAWALS	DEPOSITS
PREV STATEMENT BALANCE (06/03/22)			8,668.92
2 DEPOSITS / CREDITS			269.57
INTEREST PAID			
4 CHECKS / DEBITS	493.27		
STATEMENT BALANCE (06/30/22)			8,445.22

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 8,609.31

DEPOSITS / CREDITS	ACCOUNT 04-641-069	
06/09/22 CUSTOMER DEPOSIT		252.95
06/29/22 CUSTOMER DEPOSIT		16.62

CHECKS / DEBITS	ACCOUNT 04-641-069	
06/10 10083 5.82 CUSTOMER CHE 06/15 10086 165.07 CUSTOMER CHE		
06/10* 10085 125.80 CUSTOMER CHE 06/22 10087 196.58 CUSTOMER CHE		

DAILY BALANCES	ACCOUNT 04-641-069	
06/03 8668.92 06/09 8921.87 06/10 8790.25 06/15 8625.18		
06/22 8428.60 06/29 8445.22 06/30 8445.22		

DEPOSIT TICKET
 SPRINGFIELD STATE BANK
 800 MAIN ST
 SPRINGFIELD NE 68099

DATE 6/18/22

WESTMONT ELEMENTARY SCHOOL
 ACTIVITY FUND

415-155.10
 127-34.50
 715-41.50
 760-71.85

1049136820464 1 0699

6/9/2022

252.95

Westmont Elementary
 Tax Exempt No. 6-088008
 1310 Glenn Street
 Omaha, NE 68138

06/06/2022

Springfield State Bank
 Springfield, NE 68099

196.58

One Hundred Ninety Six Dollars and 58 Cents.

PAY TO THE ORDER OF: Melissa Hasty
 212 Copper Cornal Ct.
 Plattsmouth, NE 68048

Jackie L. Case
 Authorized Signature

1049136820464 1 0699

10087

6/22/2022

196.58

DEPOSIT TICKET
 SPRINGFIELD STATE BANK
 800 MAIN ST
 SPRINGFIELD NE 68099

DATE 6/29/22

WESTMONT ELEMENTARY SCHOOL
 ACTIVITY FUND

16.62

1049136820464 1 0699

6/29/2022

16.62

Westmont Elementary
 Tax Exempt No. 5-088008
 1310 Glenn Street
 Omaha, NE 68138

05/18/2022

Springfield State Bank
 Springfield, NE 68099

5.82

Five Dollars and 82 Cents.

PAY TO THE ORDER OF: Jeremy Mahoney
 17225 Marrow Street
 Omaha, NE 68135

Jackie L. Case
 Authorized Signature

1049136820464 1 0699

10083

6/10/2022

5.82

Westmont Elementary
 Tax Exempt No. 5-088008
 1310 Glenn Street
 Omaha, NE 68138

05/10/2022

Springfield State Bank
 Springfield, NE 68099

125.80

One Hundred Twenty Five Dollars and 80 Cents.

PAY TO THE ORDER OF: Vanessa Bollairs
 7128 Hidden Valley Drive
 Papillion, NE 68046

Jackie L. Case
 Authorized Signature

1049136820464 1 0699

10085

6/10/2022

125.80

Westmont Elementary
 Tax Exempt No. 5-088008
 1310 Glenn Street
 Omaha, NE 68138

05/19/2022

Springfield State Bank
 Springfield, NE 68099

165.07

One Hundred Sixty Five Dollars and 07 Cents.

PAY TO THE ORDER OF: Hy-Vee Accounts Receivable
 5820 Westown Parkway
 West Des Moines, IA 50266-8200

Jackie L. Case
 Authorized Signature

1049136820464 1 0699

10086

6/15/2022

165.07

P.O. BOX 447 • 10841 N. 142ND ST. • WAVERLY, NE 68462 • (402) 786-2555
P.O. BOX 404 • 328 N. CENTRAL AVE. • SUPERIOR, NE 68978 • (402) 879-4788
P.O. BOX 200 • 312 W. 1ST STREET • McCOOK, NE 69001 • (308) 345-1744

SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW EARLY EDUCATION CENTER
14801 S 108TH ST
SPRINGFIELD NE 68059

PAGE 1

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY	ACCOUNT 03-491-217	PIECES	0	
		WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE (06/03/22)				2,109.00
INTEREST PAID				
STATEMENT BALANCE (06/30/22)				2,109.00

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ...			2,109.00	

DAILY BALANCES	ACCOUNT 03-491-217			
06/03	2109.00		06/30	2109.00

Vendor Name	Invoice Description	Amount
GENERAL FUND		
ABE'S PORTABLES	SUPPLIES	350.00
ACCUTRAIN	CONFERENCE FEES	625.00
ADAMS PIANO SERVICE	SERVICES-PHS	95.00
AMAZON	SUPPLIES	4,853.15
AMERICAN SCHOOL COUNSELOR ASSOCIATION	FEES	164.00
B & D PITSTOP	FUEL	2,367.47
BAIRD HOLM ATTORNEYS AT LAW	LEGAL FEES	2,015.39
Baugh, Nichole	MILEAGE/EXPENSES	129.95
BELLAIRS, VANESSA	SUMMER ENRICHMENT SUPPLIES	343.84
BLACK HILLS ENERGY	UTILITIES	206.04
BOYS TOWN NATIONAL RESEACH HOSPITAL (SPED)	SERVICES	4,290.78
CAPITAL BUSINESS SYSTEMS, INC. - PRINTER LEASE	COPIER LEASE	1,823.62
CAPITAL BUSINESS SYSTEMS, INC. - SERVICE PLUS	PRINT SERVICES	439.11
CASE, JACKI	CONFERENCE MILEAGE	225.46
CENTURYLINK	PHONE SERVICES	151.90
CHILDREN SUCCEED THERAPY, LLC	SERVICES	6,379.25
CHUCK JOHNSON SERVICES	SERVICES	450.00
CITY OF SPRINGFIELD	SERVICES	210.27
COMFORT INN (NE139)	HOTEL EXPENSES	459.80
COX BUSINESS	PHONE SERVICE	615.58
CULLIGAN OF OMAHA	SUPPLIES	13.00
DEMCO	TEACHER SUPPLIES	1,471.32
DIETZE MUSIC HOUSE	SERVICES-PHS	72.00
ECHO GROUP, INC.	MAINTENANCE SUPPLIES	721.44
EDUCATIONAL SERVICE UNIT NO. 3 (SPED)	SERVICES	2,437.33
EHRKE, KIRSTEN	SUMMER ENRICHMENT SUPPLIES	32.04
FATHER FLANAGAN'S BOYS HOME (TRAINING)	TRAINING	830.00
FIRST WIRELESS INC.	WM SUPPLIES	3,490.00
FOLLETT	LIBRARY BOOKS	1,774.41
GOALS	FEES	300.00
GRAINGER	MAINTENANCE SUPPLIES	471.38
GREAT PLAINS PEST SERVICES, INC.	SERVICES	150.00
GRETNA GUIDE & NEWS	ADVERTISING	195.25
HAKE PUBLISHING, INC	TEXTBOOKS	1,437.09
HAMPTON INN SUITES	CONFERENCE TRAVEL	470.52
HASTY, MELISSA	TRAINING MILEAGE	141.20
HISEK, JOANN	SUMMER ENRICHMENT SUPPLIES	255.76
HOLIDAY INN-KEARNEY	TRAVEL FEES	119.95
HOME DEPOT CREDIT SERVICES	SUPPLIES	262.84
IDISMISS	SOFTWARE	199.00
INGRAM, JANE	SUMMER ENRICHMENT SUPPLIES	201.40
Kastens, Roxanne	CONFERENCE TRAVEL	527.00
KOHL, JODI	SERVICES	2,790.26
KREGER, MELODY	TRAINING	113.66
KSB SCHOOL LAW, PC LLO	SERVICES	290.00
KUYPERS CONSULTING, INC	SERVICES	550.00
LAYHER, PATTI	CONFERENCE FEES	27.15
LAYHER, PATTI	MILEAGE	215.28
LIBRARY STORE INC., THE	SUPPLIES	83.51
LITERACY RESOURCES, LLC	TEXTBOOKS	192.24
MCLAUGHLIN, MIKE	CONFERENCE TRAVEL	222.09
METROPOLITAN OMAHA EDUCATIONAL CONSORTIUM (MOEC)	FEES	4,000.00
METROPOLITAN UTILITIES DIST	UTILITIES	3,508.25

Vendor Name	Invoice Description	Amount
MIDLANDS PRINTING	SERVICES	946.10
Moore, Megan	FEES	30.00
MUSICIAN'S CHOICE, THE	SUPPLIES	120.60
MYSTERY SCIENCE, INC.	TEXTBOOKS	7,194.00
NAMIFY	SUPPLIES	45.28
NE ASSOC OF SCHOOL BOARDS	CONFERENCE FEES	640.00
NE COUNCIL OF SCHOOL ADMINISTRATORS	CONFERENCE FEES	600.00
NE PUBLIC HEALTH ENVIROMENTAL LABORATORY	FEES	150.00
NE SCHOOL PSYCHOLOGIST ASSOC.	FEES	50.00
O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	118.46
OMAHA PUBLIC POWER DISTRICT	UTILITIES	22,057.00
OMAHA WORLD HERALD	ADVERTISING	2,781.00
ORKIN	SERVICES	432.00
OVERDRIVE, INC.	SOFTWARE	750.00
PAPILLION SANITATION	TRASH SERVICE	1,066.86
PERRY,GUTHERY,HAASE & GESSFORD,P.C.,L.L.C	SERVICES	6,369.62
Peterson, Lisa	BOARD SUPPLIES	499.15
PHS ACTIVITY ACCOUNT	PHS MEALS	977.73
QUADIENT LEASING USA, INC.	POSTAGE LEASE	68.34
QUILL CORPORATION	SUPPLIES	910.17
QUILL CORP	SUPPLIES	156.56
RALSTON PUBLIC SCHOOLS	SERVICES	3,278.80
READ NATURALLY	SOFTWARE	1,780.00
Richards, Olinda	CONFERENCE TRAVEL	369.95
SARPY CO CHAMBER OF COMM	FEES	425.00
SATELLITE SHELTERS, INC.	SERVICES	1,280.30
Saunders, Ryan	CONFERENCE MILEAGE	210.60
SONESON, ANDREW	CONFERENCE TRAVEL	53.21
SPIEHS, SHARI	TRAINING	133.13
SPRINGFIELD ACE HARDWARE	MAINTENANCE SUPPLIES	502.11
SPRINGFIELD ACE	MAINTENANCE SUPPLIES	195.51
STARKS, TERESA	CONFERENCE MILEAGE	207.92
STUDENT TRANSPORTATION OF AMERICA	SERVICES	83,656.91
TEACHER DIRECT	TEACHER SUPPLIES	649.80
TEACHER'S DISCOVERY	TEACHER SUPPLIES	155.88
THAYER, AMY	CONFERENCE TRAVEL	336.38
TODAY'S CLASSROOM LLC	FURNITURE/EQUIP	9,811.07
ULINE	MAINTENANCE SUPPLIES	470.28
UNITE PRIVATE NETWORKS, LLC	SERVICES	4,977.78
VANHAUTE, CATHY	SUPPLIES	300.95
VERIZON WIRELESS	CELL PHONE SERVICE	393.60
WESTSIDE COMMUNITY SCHOOLS	SPED SERVICES	3,750.00
WILSON, LESLIE	MILEAGE	288.58
WINDSTREAM	PHONE SERVICE	114.75
YOURMEMBERSHIP.COM, INC	FEES	399.00
ZTRIP NE	SERVICES	3,695.66
		<hr/>
		217,161.02
NUTRITION FUND		
ANDREWS, SHAWN	LUNCH REFUND	14.85
APPRICH, MARTIN	LUNCH REFUND	45.65
BIDROWSKY, MICHAELA	LUNCH REFUND	16.25
BLOCK, KATIE	LUNCH REFUND	59.00
CAMPBELL, BRETT	LUNCH REFUND	26.05
CUNNINGHAM, PATRICK	LUNCH REFUND	50.50
ENGEL, JEFFREY	LUNCH REFUND	18.55

Vendor Name	Invoice Description	Amount
EURICH, TODD	LUNCH REFUND	69.40
FERRIN, SCOTT	LUNCH REFUND	24.30
GEORGE, MICHAEL	LUNCH REFUND	18.40
GRAINGER	MAINTENANCE SUPPLIES	100.45
HARTLEY, MICHAEL	LUNCH REFUND	35.30
HOODMASTERS, INC	SERVICES	611.41
JONES, KELLIE	LUNCH REFUND	6.85
KERN, ERIN	LUNCH REFUND	79.85
KINEN, MICHAEL	LUNCH REFUND	13.75
KOSMICKI, ROBERT	LUNCH REFUND	12.30
KREIFELS, JOE	LUNCH REFUND	61.84
LEYDEN, KRISTI	LUNCH REFUND	41.55
LUNDQUIST, CLIFF	LUNCH REFUND	8.30
LUTZ, KRISTIN	LUNCH REFUND	72.45
METZGER, CHAD	LUNCH REFUND	61.05
MIDDLETON, TODD	LUNCH REFUND	17.60
MORLEY, KEVIN	LUNCH REFUND	19.15
OPAA! FOOD MGT. OF NE, LLC.	SERVICES	54,281.01
ORELLANA, JOSE	LUNCH REFUND	20.05
OSTRANSKY, MICHAEL	LUNCH REFUND	26.85
ROBB, DANEEN	LUNCH REFUND	8.55
STEINHOFF, SCOTT	LUNCH REFUND	8.65
STEWART, SARA	LUNCH REFUND	21.55
STOVER, BRIAN	LUNCH REFUND	15.75
SWANSON, CORI	LUNCH REFUND	38.40
VOLLMAR, TAD	LUNCH REFUND	9.15
WALKER, SHERI	LUNCH REFUND	19.00
WORACEK, CINDY	LUNCH REFUND	9.60
ZYBERT, KIM	LUNCH REFUND	34.15
		<hr/>
		55,977.51
BUILDING FUND		
A.P.M. ARCHITECTURE, INC.	SERVICES	16,016.29
BOYD JONES CONSTRUCTION, CO.	CONSTRUCTION SERVICES	1,039,250.24
CREATIVE SITES, LLC	CONSTRUCTION SERVICES/EQ	98,458.00
OLSSON	SERVICES	800.00
		<hr/>
		1,154,524.53



June 17, 2022

To Whom It May Concern:

STA of Nebraska D/B/A Student Transportation of America gives notice to Springfield Platteview Community Schools of its intent to exercise the option to extend the parties' current student transportation contract for two (2) one-year option periods for the 2022-2023 and 2023-2024 school year at a 3% increase at the rates established in the current contract year over year.

Springfield Platteview
Community Schools

STA of Nebraska Inc.
D/B/A Student Transportation of America

Name: Cori Swanson
Title: President, Board of Education

Name:
Title:

Attest:

Attest:

Name: Kyle Fisher
Title: Secretary, Board of Education

Name:
Title:



SERVICE AGREEMENT

This Agreement is made July 18th, 2022 between ATS Facility Services (“Contractor”) and Springfield Platteview Community Schools (“Client”).

1. Services. Contractor will provide janitorial services to Client at the following locations: 14801 S. 108th St., Springfield, NE 68059

2. Term. This agreement shall be in effect for 1 year(s) commencing August 22nd, 2022. Upon completion of the initial one-year term, the agreement will automatically renew for successive month-to-month terms until terminated or cancelled.

3. Termination. If Client is dissatisfied with the quality of the services, Client may inform Contractor in writing of the specific areas of dissatisfaction, and if Contractor shall fail to substantially correct the deficiencies within 7 days, Client may then terminate this Agreement by 30 days’ written notice to Contractor. Client may terminate this Agreement at any time upon 30 days’ written notice if Client vacates the premises. Contractor may terminate this Agreement by 30 days’ written notice to Client and may terminate services at any time without notice for nonpayment. Notwithstanding the foregoing, to assure WARN Act compliance, the Client shall provide at least 75 days’ prior written notice of cancellation, only if the number of Contractor’s employees assigned to Client’s account is equal to or exceeds 50 employees at any time during the six-month period prior to the notice of termination, unless the premises is destroyed or otherwise rendered uninhabitable due to unforeseen circumstances. All property furnished by Contractor under this contract shall remain its property. Upon the termination of this contract, Contractor shall have a reasonable time to remove its property from Client’s premises.

4. Payment Provisions. Monthly pricing: \$ 7,986.65 per month for services rendered

Contractor will invoice Client monthly. Invoices will be mailed or delivered to such address as Client directs. Payment is due within twenty (30) days of receipt of invoice. All amounts past due will be subject to a late charge of the lesser of (i) one and one-half percent (1.5%) per month of the amount past due, or (ii) the maximum interest rate permitted by law. Contractor reserves the right to terminate this Agreement immediately upon failure by Client to pay any amounts due without further notice. If there is a dispute regarding any payment to Contractor, Client agrees to promptly pay the undisputed portion of any invoice and if Client’s account is referred to an agency or attorney for collection, Client shall reimburse Contractor for its attorneys’ fees and collection costs. The price is based upon the service area and frequency of services in the attached specifications. If there is any change in either, Client and Contractor agree to negotiate a reasonable price adjustment.

5. Independent Contractor. The cleaners will be employees of Contractor and Contractor will pay for all wages, expenses, federal and state payroll taxes and any similar tax relating to such employees, and will provide uniforms, badges and accessories in accordance with Contractor’s established standards.

6. Removal of Employees. Upon written request by Client, Contractor will remove from service any employees assigned to Client’s premises who have engaged in improper conduct, including without limitation breach of Client policies or failure to perform assigned duties, provided such request is in accordance with the laws and applicable collective bargaining agreements.

7. Adjustments for Wages and Fringe Benefits. The above price is based on present wages and fringe benefits. If wages or fringe benefits increase above those in effect on the date of this Agreement, Client agrees to proportionate increase in the price. Since wage and fringe benefit increases may be retroactive, price increases due to such cost increases shall be payable retroactively. Contractor will notify Client as soon as possible if retroactive payments may be due. Client’s obligation for such price adjustments shall survive the termination of this Agreement.

8. Indemnity. Contractor and Client agree that the services purchased by Client are designed to reduce but not eliminate risk of injury to persons and loss of property. Unlimited protection of persons and property is not feasible. Therefore, Contractor and Client agree that Contractor shall indemnify, defend and hold harmless Client for bodily

injury and property damage loss claim(s), not to exceed a total of One Million Dollars (\$1,000,000), only if: on a comparative basis of fault and if Contractor is notified in writing of the claim by Client within 30 days after the date on which Client receives notice of such claim. Except for liability expressly assumed by Contractor hereunder, Client shall indemnify, defend and hold Contractor harmless from all claim(s) arising out of this Agreement. Contractor,



Client and their insurers waive all claims and rights of subrogation to the extent that losses would be coverable under a fire and extended coverage insurance policy.

9. **Supervision.** Contractor shall supervise the employees through Contractor's designated personnel. In the event Client assumes any supervisory duties toward the employees or directs their acts or services, Client shall assume responsibility therefore and shall indemnify, defend and hold Contractor harmless from loss, liability cost or expense arising therefrom, to the extent permitted by law.

10. **Employee Non-Solicitation.** Client recognizes that Contractor has a significant investment in the recruitment and training of its employees furnished hereunder, and that these personnel are a valuable asset to Contractor. As it is impracticable and extremely difficult to fix the actual damages from the loss of such employees, Client agrees that if during the term of this Agreement and 180 days thereafter, Client, or any of Client's affiliates, shall directly or indirectly employ or retain any of such employees, Client will pay to Contractor for each such employee or former employee so employed or retained by Client the sum of \$2,000 as liquidated damages, and not as a penalty. This provision shall not apply to any personnel employed by Client prior to the onset of this Agreement who are subsequently employed by Contractor.

11. **Property.** All property furnished by Contractor under this contract shall remain its property. Upon the termination of this contract, Contractor shall have a reasonable time to remove its property from Client's premises.

12. **Keys.** Contractor shall not be provided master keys to any property. Should access to a master key be required, Contractor will provide a key box or lock box for such master key(s) at the property. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be responsible for any damages including, without limitation, any costs incurred in rekeying or changing locks caused by the loss or theft of such key(s).

13. **Conformance with Legal Obligations.** Client agrees to keep its facilities in a safe condition and in conformance with federal, state and local laws, ordinances and regulations.

14. **Notices.** Notices, requests, demands, etc., shall be written and delivered or mailed with postage prepaid

to Client at:

Springfield Platteview Community Schools

14801 S. 108th St.

Springfield, NE 68059

to Contractor at:

ATS Facility Services

8200 Cody Drive Suite F

Lincoln, NE 68512

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and any other contract, purchase order, agreement or specification between the parties, this Agreement shall be controlling. This Agreement shall inure to and bind the successors, assigns, agents and representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Client:

By: _____

Name: _____

Title: _____

Contractor:

By: _____

Name: _____

Title: _____

**OPTION 1
(Recommended)**

**REMOVE 1960s BUILDING
SMALL ADDITION ON NORTHEAST**

-Provides opportunity for "new face" on north facade.

-Entry on Northeast allows public to enter adjacent to board room and other multi-purpose areas

-Utilizes south side of existing gym as outdoor lawn / rec space / patio

-Isolates new exterior walls to east side

-Removes need for second restroom core

-Reduces paving

-Provides 3,882 SF of flexible program space with least amount of constructible addition.

OFFICE / ADMINISTRATION | COMMUNITY / PUBLIC / DISTRICT STAFF

NEW ENTRY ON NEW NORTH FACADE

NEW CLADDING TO COMPLIMENT ADDITION

ADDITION: POSSIBLE OFFICE, CLASSROOM, COMMUNITY USE
1,112.1 sf

NEW EXTERIOR ENCLOSURE AND TEMP WALL

NEWLY EXPOSED EXTERIOR WALL WILL REQUIRE WEATHER INTERVENTION

STAFF ENTRY

TEMP ENTRANCE OPTION *

OFFICE SUITE

BOARD ROOM (80 SEATS)

1,817.31 sf

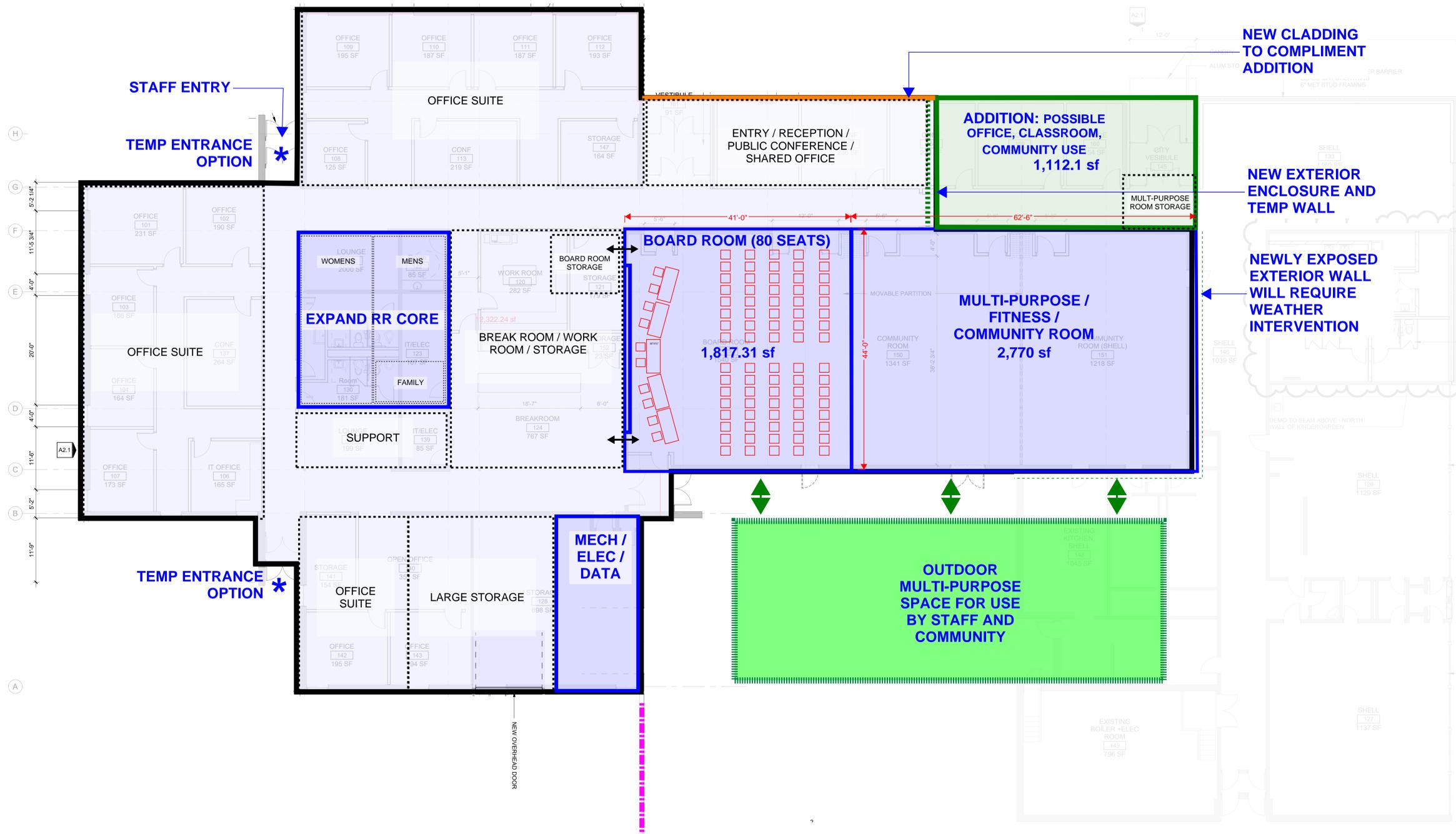
MULTI-PURPOSE / FITNESS / COMMUNITY ROOM
2,770 sf

EXPAND RR CORE

BREAK ROOM / WORK ROOM / STORAGE

MECH / ELEC / DATA

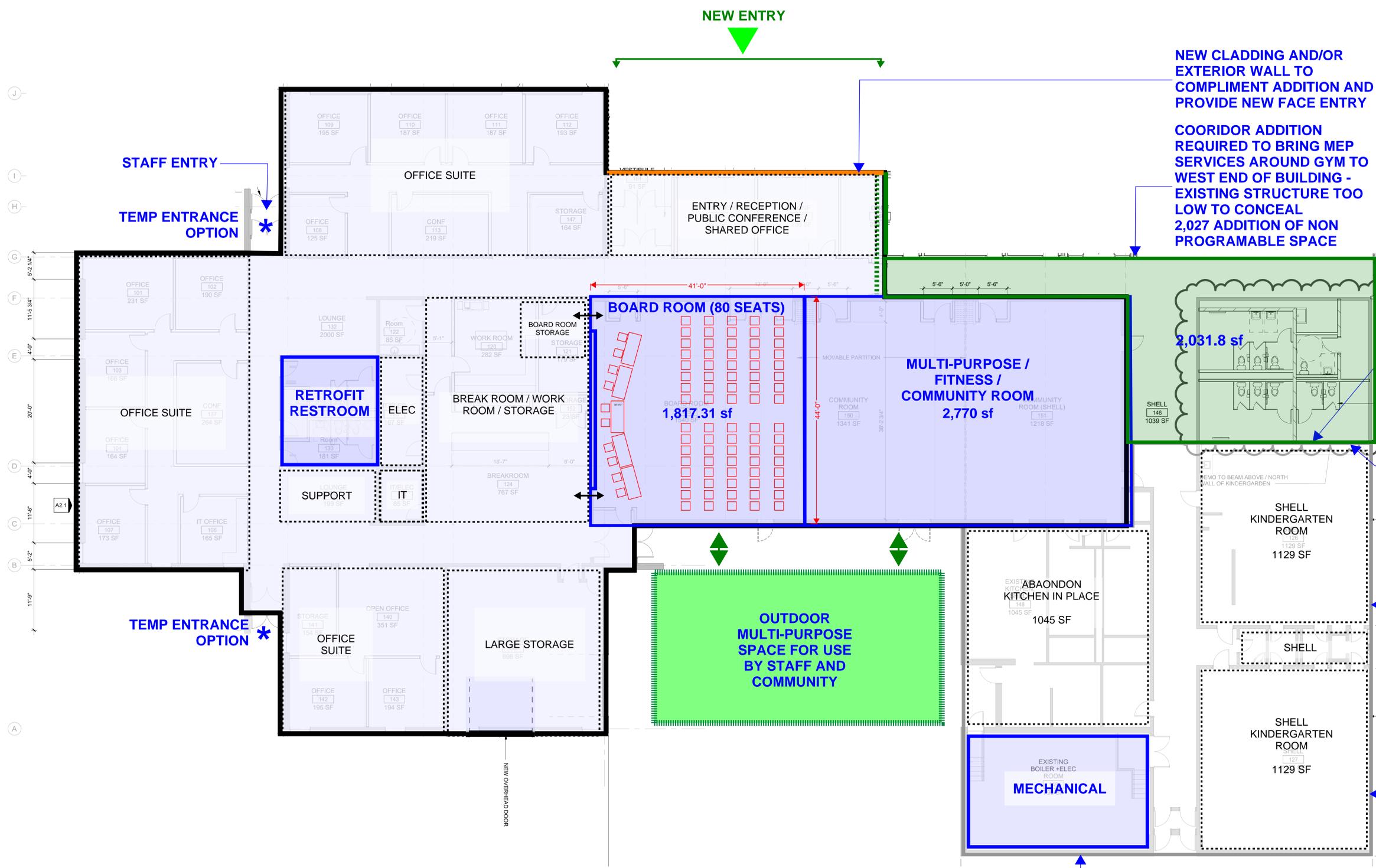
OUTDOOR MULTI-PURPOSE SPACE FOR USE BY STAFF AND COMMUNITY



OPTION 2
 REMOVE PORTION OF 1960s BUILDING
 INFILL WITH ADDITION ON
 NORTHEAST

-Utilizes existing gym for 2,770 SF of flexible program space

-Provides 2,260 SF of shelled space for district to finish at a later date.



NEW CLADDING AND/OR EXTERIOR WALL TO COMPLIMENT ADDITION AND PROVIDE NEW FACE ENTRY

COORIDOR ADDITION REQUIRED TO BRING MEP SERVICES AROUND GYM TO WEST END OF BUILDING - EXISTING STRUCTURE TOO LOW TO CONCEAL 2,027 ADDITION OF NON PROGRAMABLE SPACE

TRANSITION IN ROOF HIEGT WILL OCCUR MAKING AN AKWARD FORM VISUALLY

ONE OF THE BETTER POINTS TO REMOVE BUILDING. STR TRANSITIONS, NEW MEP WORK EXTENSIVE, PRESERVES KINDERGARTEN WALL

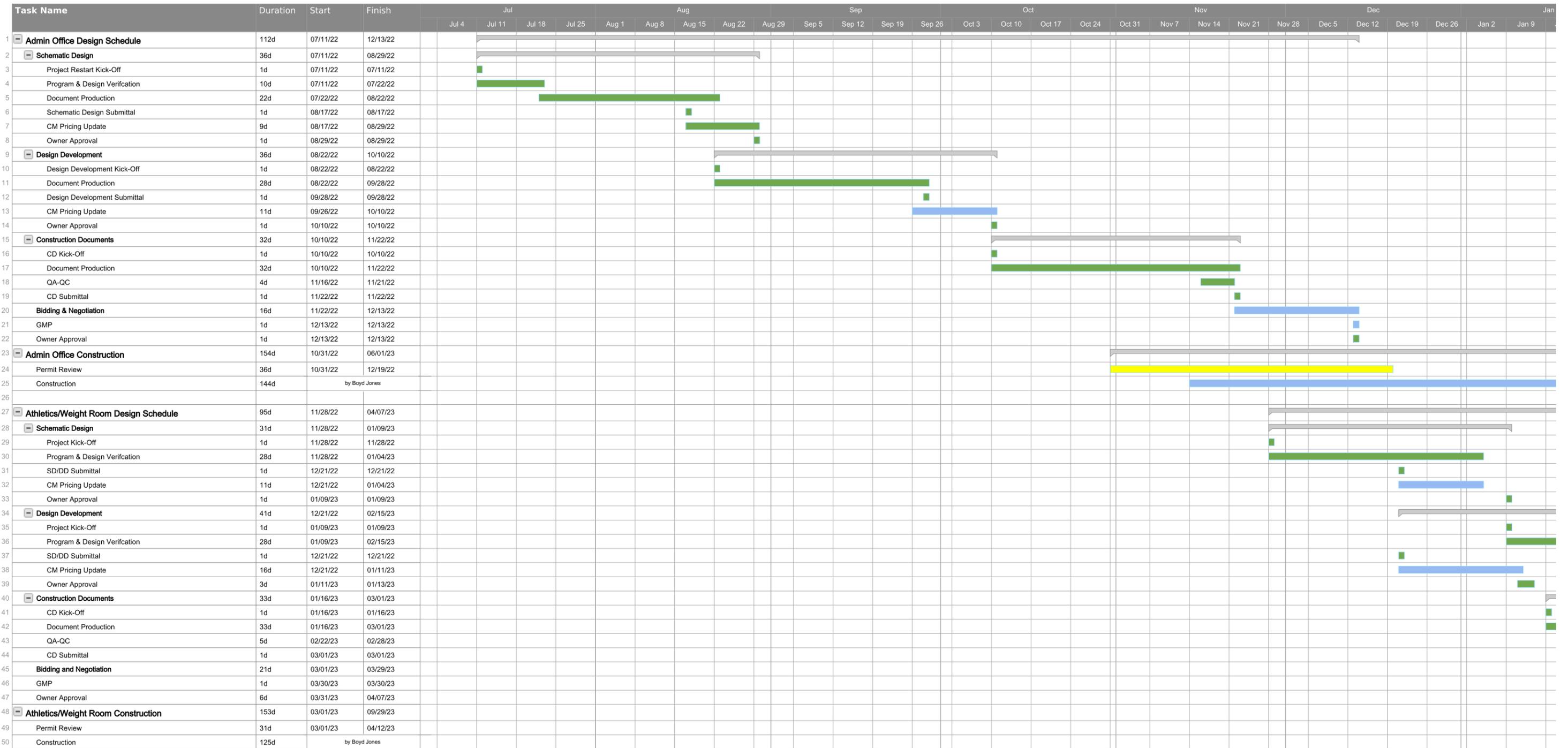
ADDITIONAL MECHANICAL SYSTEM TO SERVE AREA WITH LOWER ROOF HIEGT - ANTICIPATED VRF SYSTEM TO ALLOW FOR MINIMAL DUCT WORK AND CEILING ISSUES.

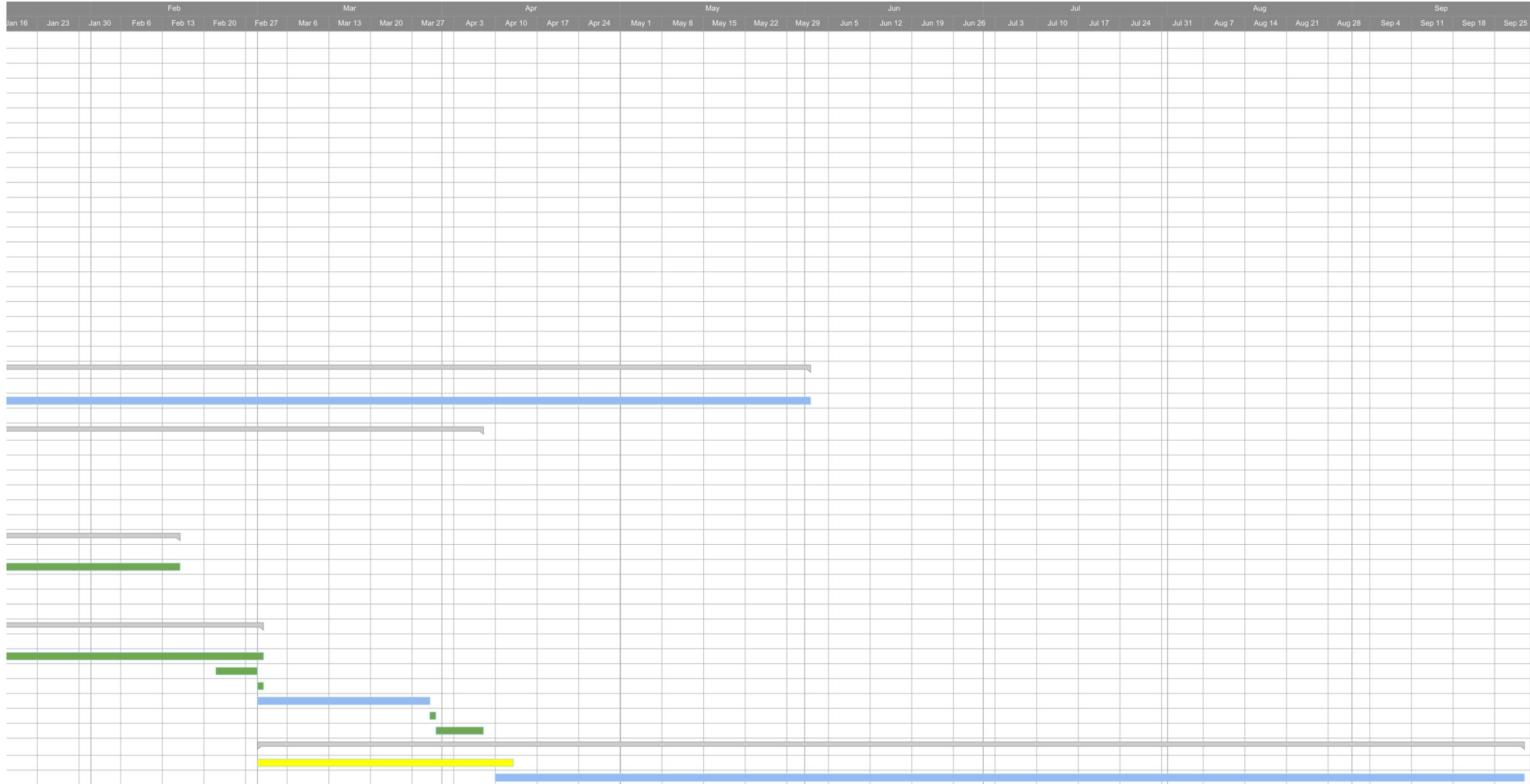
WORK TO SHELL AREA INCLUDES:
 -NEW ROOF W/ R-30 MIN TAPERED INSULATION
 -NEW MECHANICAL SYSTEM IN ADDITION TO SYSTEM SERVING OFFICE WING - VRF SYSTEM LIKELY TO AVOID HEAD HEIGHT ISSUES
WORK TO FINISH AREA IN ADDITION TO ABOVE INCLUDES:
 -NEW EXTERIOR INSULATION AND WINDOWS TO MEET IECC
 -NEW FINISHES THROUGHOUT
 -NEW RESTROOM OR RENO KINDERGARTEN RESTROOMS
 -NEW DOORS

RETROFIT MECHANICAL ROOM FOR FIRE RATING REQUIRMENTS

1/8" = 1'-0" N

Draft







LETTER AGREEMENT FOR PROFESSIONAL SERVICES

June 15, 2022

Springfield Platteview Community Schools
Attn: Dr. Ryan Saunders
14801 S. 108th St.
Springfield, NE 68059

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
SPCS New District Offices Due Diligence (the "Project")
765 Main St. Springfield, NE 68059

Dear Dr. Saunders:

It is our understanding that Springfield Platteview Community Schools ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the Client basic services for the Project as more specifically described in Scope of Services attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date: July 2022
Anticipated Completion Date: September 2022

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

If Anticipated Start Date and Completion Dates are not provided, Olsson shall work to follow a mutually agreed upon schedule at project commencement. Olsson's schedule shall not begin until Olsson has received a signed Proposal from Client and enough design information to begin our Work.

COMPENSATION

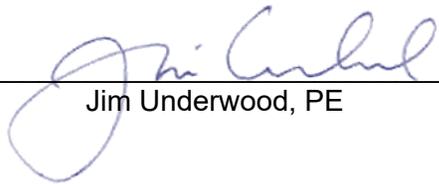
Client shall pay to Olsson for the performance of the Scope of Services a fixed fee as outlined in the Scope of Services attached hereto, plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

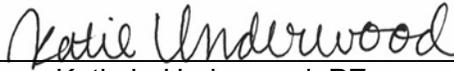
TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 15 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Jim Underwood, PE

By 
Katie L. Underwood, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

Exhibit A

Rate Schedule

Reimbursable Expense Schedule

General Provisions

Amendments to General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated June 15, 2022, between Springfield Platteview Community Schools (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client’s professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DUE DILIGENCE

Boundary and Topographic Survey

- Topographic Survey:
 - Topographic features shall be surveyed to create a surface represented by 1 foot contours. Improvements within the limits shall be located, including buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities. The Topographic Survey limits are as follows:
 - Limits as shown on that attached **Exhibit “A”**.
 - A Utility-One-Call shall be made for the site. Utilities that are marked shall be located. Above ground visible utilities shall be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities shall be placed on the survey. Manholes shall be inverted to get the pipe size and flow lines elevations.
- Boundary Survey:
 - Conduct a legal boundary survey of the following property:
 - 765 Main Street, Springfield, NE 68059
 - A survey shall be conducted to recover existing property corners and re-establish the missing property corners for the said boundary line. Property corners, controlling corners and property lines shall be placed on the survey plat.
 - Prepare and file with the appropriate agency a legal ‘Survey Record Drawing’, which represents the boundary of the property being surveyed, as required by State statute.
 - It is assumed a title commitment or title search will be provided by the Client.
 - Easement information that is provided from the title work shall be placed on the site map only being as accurate as the property lines may be. Easements that fall outside of the survey limits that do not affect the project will not be placed.
 - Horizontal coordinate system will be in reference to the Nebraska State Plane Coordinate System North American Datum of 1983 (NAD83) modified to ground. Vertical datum will be in reference to the North American Datum of 1988

(NAVD88).

- A site map shall be created showing current site conditions based on the topographic survey.

Final Geotechnical Exploration

- **Project Understanding:**
 - Olsson understands that the client intends to perform improvements to the existing SPCS building located at 765 Main Street in Springfield NE. The proposed work includes infilling the main entrance, replacing existing pavements, and site grading to improve drainage.
- **Field Exploration:**
 - Olsson will use a truck-mounted drill rig to complete a total of nine (9) soil test borings for the final geotechnical exploration areas identified below. Proposed boring locations and depths are shown on the following boring location map:

Figure 1: Proposed Boring Location Map



- Soil boring locations and depths are summarized as follows:
 - Eight (8) soil test borings will be completed to depths of 10 feet each within pavement drive lanes, entrances, or parking areas.
 - One (1) soil test boring will be completed to a depth of 20 feet near the new front entrance addition.
- The soil borings will be completed to the depths proposed, or to practical auger refusal, whichever is shallower. This proposal is based on a total drilling footage of 100 linear feet.
- Olsson will contact the Nebraska 811 service to locate public utilities. Private utilities, if present, should be located by the Client prior to the arrival of our drilling equipment. Olsson cannot be responsible for damage to unknown or unmarked utility lines or service connections.
- Some damage to adjacent ground or pavement surfaces may result from the drilling operations or along access pathways required for the drilling equipment to travel to or from the boring locations. Soil borings will be backfilled with auger cutting and surfaces will be patched with like material at the surface.

- The approximate locations of the soil test borings will be determined in the field using GPS coordinates or by taped measurements from existing structures or features. It may be necessary, at the time of drilling, to shift the boring locations shown to avoid utilities, site restrictions, or areas of limited equipment access.
- After final groundwater measurements are obtained, borings will be backfilled to existing grade with auger cuttings.
- Soil sampling will be completed in general accordance with ASTM D1586 or D1587 procedures.
- If groundwater is encountered, elevations will be measured at the time of drilling, immediately after drilling is complete, and again within 24 hours after drilling is complete.
- No site clearing for drill rig access is anticipated or included for this final exploration phase.
- Laboratory Services:
 - As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression (ASTM D2166), thin-walled tube density (ASTM D2937), moisture content (ASTM D2216), Atterberg limits (ASTM D4318), Standard Proctor (ASTM D698), one-dimensional consolidation/swell (ASTM D2435), or mechanical sieve analyses (ASTM D422).
- Engineering Analysis and Preliminary Report Preparation:
 - If applicable, recommendations for shallow spread foundations will be provided. Spread foundation recommendations will include maximum allowable soil bearing pressure(s), frost depth, minimum footing sizes, and minimum bearing depth, as applicable. Recommendations would include estimates of maximum total and differential settlement within the tolerable ranges anticipated for new structures. Remedial measures such as core-out and replacement, pre-load, or surcharge will be addressed, if necessary, in areas of new construction.
 - Recommendations will be provided regarding the thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA Standards will be included or referenced.
 - Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during and after construction, if required.
 - Analysis of the on-site soils encountered regarding shrink/swell characteristics and the potential for reuse as structural fill.
 - Recommendations regarding the preparation of subgrade soils supporting concrete floor slabs, including an evaluation of the laboratory test results for providing an estimated modulus of subgrade reaction.
 - Foundation or underslab drainage requirements will be provided as applicable to the new structures and site conditions.
 - Lateral earth pressure parameters for foundation walls and supported and/or unsupported retaining walls up to 5 feet tall, if applicable. Passive and friction values to resist sliding will be provided.
 - Pavement analysis, recommended thickness for standard and intermediate-duty pavements, recommendations for pavement subgrade preparation, and estimated CBR value(s) will be provided.
 - Computer generated boring logs identifying soil formations, soil descriptions, groundwater elevations (if encountered), and laboratory testing results will be included in the final report.

Civil Due Diligence Services

- Provide a civil due diligence review of the site, including:
 - Concept site plan review to confirm grades, parking counts, access, etc. (concept site plan provided by APMA).

- City process review and existing document review to confirm what (if any) entitlements are necessary for the building renovation.
- Existing / proposed utility and infrastructure research.
- This scope includes one meeting with the City of Springfield.

COMPENSATION

Phase	Task Description	Fee Amount	Fee Type
DUE DILIGENCE			
110	Boundary and Topographic Survey	\$ 14,300.00	Lump Sum
135	Final Geotechnical Exploration	\$ 6,900.00	Lump Sum
170	Civil Due Diligence Services	\$ 11,000.00	Lump Sum
	Sub-Total ⁽¹⁾	\$ 32,200.00	
TOTAL CONTRACT ⁽¹⁾		\$ 32,200.00	Plus Reimbursable Expenses ⁽¹⁾

(1)Not all of the fees listed above include reimbursable expenses. Reimbursable expenses (i.e., mileage, reproduction costs, application fees, postage, etc.) shall be billed in addition to the contract amount. See General Provisions for additional information.

Project Assumptions

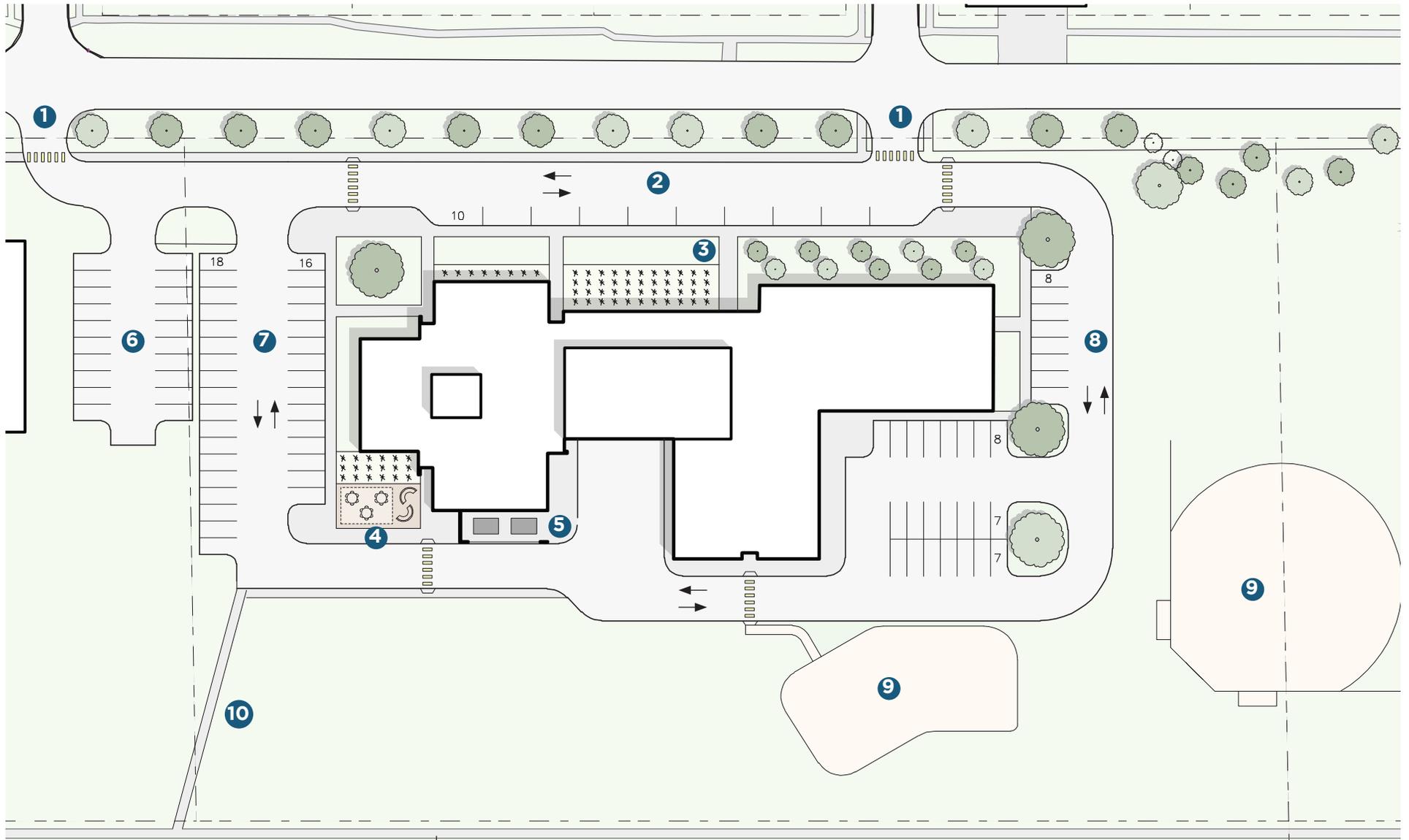
We have made several assumptions in the preparation of this proposal. These assumptions are as follows:

- All permit fees will be by Client or their representatives.

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Additional plan revisions beyond those identified in the Project Assumptions.
- Construction Documents (Included in Separate Contract).
- Traffic analysis and report.
- As-built drawings/certifications.
- Permit Fees.
- Structural, Mechanical, Electrical, and/or Plumbing Design Services (Included in Separate Contract).
- Project-related permitting outside of the scope of the proposal and fees.
- Easement legal descriptions and exhibits.
- Items not specifically included in the Scope of Services above.
- Preliminary plat and / or final plat / rezoning.



SITE PLAN 1" = 32' N

Olsson Billing Rate Schedule
2022 Labor Rates

<u>Description</u>	<u>Range</u>
Principal	133.00 - 400.00
Project Manager	123.00 - 240.00
Project Professional	101.00 - 217.00
Assistant Professional	69.00 - 160.00
Designer	93.00 - 194.00
CAD Operator	56.00 - 123.00
Survey	54.00 - 171.00
Construction Services	45.00 - 240.00
Administrative/Clerical	43.00 - 159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.585/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 15, 2022 between Springfield Platteview Community Schools ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s) applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

AMENDMENTS to GENERAL PROVISIONS ATTACHED TO
LETTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED JUNE 15, 2022

This exhibit provides Amendments to the General Provisions and is attached to and made a part of the General Provisions attached to the LETTER AGREEMENT, dated June 15, 2022, between Client and Olsson, Inc. (Olsson) for professional services in connection with the Project. To the extent that these Amendments and the General Provisions are conflicting or inconsistent, the requirements of these Amendments control and take precedence.

SECTION 3-CLIENT'S RESPONSIBILITIES

3.8.4 Except where the following are within Olsson's scope of services under the Letter Agreement, Client is responsible for providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. Provided that Olsson shall not be released from any liability for incorrect advice, judgment or decision based on inaccurate information that Olsson knew or should have known in its professional judgment was inaccurate.

SECTION 4—MEANING OF TERMS

4.9 "Consequential Damages": Those damages incurred by the Client as a consequence of the negligence of Olsson. Such damages incurred by the Client include injuries to persons or damage to property or economic loss. A cause of action alleging professional negligence or breach of contract, the burden of proof is upon the Client to demonstrate the generally recognized architectural or engineering standard of care, that there was a deviation from that standard by the Architect, and that the deviation was a proximate cause of the Client's alleged damages. The Client must prove each essential element of the claim asserted by a preponderance of the evidence.

SECTION 6—DISPUTE RESOLUTION

6.2 ~~Arbitration or Litigation~~ Olsson and Client agree that any disputes arising under this Agreement will not be subject to arbitration.

6.2.1 [deleted]

6.2.2 [deleted]

6.2.3 [deleted]

6.2.4 [deleted]

6.3 [deleted]

SECTION 7—MISCELLANEOUS

7.1 Instruments of Service and Reuse of Documents

~~All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.~~

7.1.1 All plans, drawings, specifications, computations, sketches, data, surveys, models, photographs, renderings, and other like materials relating to the services, in both paper copy and electronic media form, ("Documents") are instruments of service and shall become the non-exclusive property of the Client at the conclusion of the Project, or termination of the services of Olsson, whichever is earlier, and shall be delivered to the Client clearly marked and identified and in good order. The Client may use the document as it determines for other projects of the Client or of which the Client is a party, including, but not limited to, the construction of one or more like projects, without the approval of, or additional compensation to, Olsson. Olsson and its consultants shall incur no liability for the Client's use or reuse of the Documents other than in connection with the Project unless Olsson is involved in the reuse project. Prior to the reuse of construction documents for a project in which Olsson is not also involved, the Client shall remove and obliterate from such documents all identification of Olsson, including name, address, and professional seal and stamp. Further, the Client hereby indemnifies and holds harmless Olsson and its consultants from any loss or damage, including attorney's fee, incurred as a result of this provision. Pursuant to this paragraph, the Client may retain other architects, engineers and design professionals who may use the Documents for such purposes as the Client determines. Notwithstanding any other provisions of this paragraph, the Client shall not permit or convey the right to use the Documents to any third party.

7.1.2 Subject to the Client's rights of ownership of the Documents set forth in paragraph 7.1.1, Olsson and its consultants shall be deemed the authors and owners of their respective Documents and shall retain all common law, statutory and other reserved rights, including copyrights in the Drawings, Specifications, and other documents prepared by Olsson for this Project, and may use such documents, or any portion thereof, as Olsson deems appropriate. The Client shall incur no liability for Olsson's and its consultants' use or reuse of the Documents other

than in connection with the Project unless the Client is involved in the reuse project. Prior to the reuse of construction documents for a project in which the Client is not also involved, Olsson and its consultants shall remove and obliterate from such documents all identification of the Client, including name and address.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations.

7.9 [deleted]

7.9.1 [deleted]

7.9.2 [deleted]

7.9.3 [deleted]

7.9.3.1 [deleted]

7.9.3.2 [deleted]

7.9.3.3 [deleted]

7.9.3.4 [deleted]

7.9.3.5 [deleted]

7.9.4 [deleted]

7.9.5 [deleted]

7.9.6 [deleted]

7.9.7 [deleted]

7.9.8 [deleted]

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees, only to the extent allowed by law, to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.4 [deleted]

7.10.5 [deleted]

7.10.5.1 [deleted]

7.10.5.2 [deleted]

7.14 Indemnity

~~Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.~~

7.14.1 Olsson agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Client, and its board of education members, administrators, teachers, employees and agents (collectively the "Client Parties") against and from all damages, liabilities and costs, including reasonable attorneys' fees and defense costs of a third party or parties, to the extent caused by the negligent performance of professional services under this Agreement by Olsson or the subconsultants of Olsson, or anyone for whom either is responsible.

7.14.2 Client agrees, only to the extent permitted by applicable law, to indemnify and hold harmless Olsson, its parent, subsidiary and affiliated companies, if any, and the officers, directors, agents and employees of any of them (collectively the "Engineer Parties") against and from all damages, liabilities and costs, including reasonable attorneys' fees and defense costs of a third party or parties, to the extent caused by Client's negligent acts or anyone for whom Client is responsible.

7.14.3 Client and Olsson shall each specifically insure the indemnification obligations contained in paragraphs 7.14.1 and 7.14.2.

7.15 Consequential Damages; Limitation on Damages

Client hereby expressly reserves the right to claim consequential damages against Olsson for claims, disputes or other matters in question arising out of or relating to the Project, provided that the amount paid under any such claim by Olsson shall be limited to Olsson's insurance coverage under the insurance policies in effect for the Project.

7.15.1 [deleted]

7.15.2 [deleted]

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the greater of: (a) the amount of Olsson's fee earned under this Agreement, or (b) the amount of Olsson's insurance provided and recovered by Client under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.17 Insurance

7.17.1 Olsson agrees to maintain professional liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate with a deductible not to exceed \$500,000 for a period from the date of this Agreement until thirty-six months (36) after Final Completion of the entire Project.

7.17.2 Olsson shall purchase and maintain throughout the duration of this Agreement, Worker's Compensation Insurance and Employers Liability Insurance to cover all employees engaged in services under the Agreement with a Company and in form satisfactory to Client in the Maximum statutory liability amount to cover all employees engaged in work on the Project, naming Client as additional insured.

7.17.3 Olsson shall purchase and maintain throughout the duration of this Agreement, Commercial General Liability insurance with a company and in form satisfactory to Client in the amount of \$1,000,000 for each occurrence, naming Client as additional insured. Said policies shall include contractual liability coverage and comprehensive automobile liability covering all owned, hired and non-owned vehicles.

7.17.4 Olsson shall purchase and maintain throughout the duration of this Agreement, excess or umbrella liability insurance with policy limits of not less than \$3,000,000.

7.17.5 Each of the insurance policies described in paragraphs 7.17.1, 7.17.2, 7.17.3 and 7.17.4 shall provide that insurance may not be cancelled or non-renewed without thirty days (30) prior written notice to Client.

7.17.6 Olsson shall provide Client with evidence of the above insurance prior to execution of this Agreement. At Client's request, Olsson shall provide Client with full copies of the insurance policies required under paragraphs 7.17.1, 7.17.2, 7.17.3, and 7.17.4.

MEMORANDUM OF UNDERSTANDING
BETWEEN SARPY COUNTY SHERIFF'S OFFICE AND
SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS FOR
PUBLIC ACCESS VIDEO

This Memorandum of Understanding ("MOU"), is made and entered into on this _____ day of _____, 2022, between the Sarpy County Sheriff's Office ("SCSO"), and Sarpy County School District 77-0046 a/k/a Springfield Platteview Community Schools ("School District"). SCSO and School District are sometimes referred to individually as "Party," and collectively, as the "Parties."

RECITALS

WHEREAS, County and School District are a duly existing bodies corporate and politic in accordance with and by virtue of the laws of the State of Nebraska; and,

WHEREAS, County and School District individually contract with Genetec to own and/or control a system of surveillance cameras (the "System"), utilized for their own purposes, which are located on real property occupied by the County and School District and enable visual monitoring of the Premises, including exterior public access areas of the Premises, and

WHEREAS, SCSO desires, for public safety purposes, access to real-time, visual image data collected by the System specific to the public access areas of the Premises ("Public Access video") in cases of emergency, and

WHEREAS, School District wishes to share the Public Access video to assist the SCSO in response to public safety incidents for purposes of safety, and

WHEREAS, the Parties have agreed to enter into this MOU setting forth the Parties' understanding of certain terms and conditions relating to the sharing of the Public Access video.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The School District agrees to share live streaming video from the cameras it owns, operates and maintains at its facilities or on property owned or operated by the District with the SCSO in the event that the SCSO determines that such streaming video is necessary to assist the SCSO or any law enforcement agency in responding to a major emergency or a disaster at a facility owned or operated by the School District and to protect the health or safety of students or other individuals.
2. A "major emergency" or a "disaster" for purposes of this MOU is defined as an event requiring response from the SCSO, or multiple city agencies or law enforcement agencies combined response to an event with the potential to result in significant loss of life or property or a call for service. Major emergencies or disasters could include, but are not

limited to, acts of terrorism, hostage crises, active shooters, fires, tornadoes, floods, or earthquakes.

3. The School District agrees that any live streaming video it shares with the SCSO may also be viewed at a location other than the SCSO by public safety or other law enforcement agencies who are responding to the major emergency or disaster. The SCSO will not further disclose live streaming video or recordings of live streaming video containing personally identifiable student information.
4. The School District will take all necessary measures to facilitate the sharing of live streaming video from its cameras with the SCSO within the terms of this MOU.
5. For purposes of this MOU, the School District shall designate no fewer than four (4) persons ("School District Contact Persons") at least one of whom will be available to authorize the sharing of live streaming video as described in this MOU at any day or time. The School District will make available to the SCSO contact information for each of the School District Contact Persons. The School District will advise the SCSO of any change of a School District Contact Person or in contact information for any such Contact Person within seven (7) days of such change.
6. For purposes of this MOU, the SCSO shall designate SCSO officials ("SCSO Authorized Officials") who have the authority to authorize the access of live streaming video at any day or time as described in this Memorandum. The SCSO shall advise the School District of any change of a SCSO Authorized Official or in contact information for any such Authorized Official within seven (7) days of such change.
7. If practicable, the SCSO shall obtain consent from the School District before accessing live streaming video.
8. In an emergency or a disaster in which the SCSO determines that live streaming video is necessary to the emergency operations center and prior notice to the School District is not practicable due to the nature of the emergency or disaster, the SCSO shall provide written notice to the School District that the SCSO accessed the School District's live streaming video and the reason for such access as soon as practicable and no later than two (2) hours after accessing any live streaming feed. The SCSO shall obtain written approval from the School District to continue accessing any live streaming video involving any one major emergency or disaster as soon as practicable, but no later than, two (2) hours after first accessing the live streaming feed. Upon written approval by the School District, the SCSO may access the live streaming feed for the duration of the major emergency or disaster without further notice to the School District.
9. The SCSO shall keep a log of all access it has made to the School District's video streaming within the past ninety (90) days. The logs shall be available for inspection by the School District by providing the SCSO with five business days' written notice.

10. In the event a person or entity requests copies of videos or the logs pursuant to Neb. Rev. Stat. § 84-712, the parties agree they will notify the others of such requests prior to disclosing any records to the requestor.
11. The School District agrees to share, upon approval by the School District of a written request, live streaming video with the SCSO for the purposes of maintenance, testing, training and evaluation of the live streaming video and any necessary SCSO software and hardware. The request shall contain information on when the maintenance, testing, training or evaluation will occur and the anticipated length of time of such maintenance, testing, training or evaluation. Any sharing of video for the purposes of maintenance, testing, training and evaluation shall be limited in a manner that protects the reasonable privacy expectations of the School District's students, staff and guests.
12. Access, or the availability of access, to live streaming video from School District cameras by the SCSO does not indicate or imply that such cameras are being constantly monitored in real time.
13. This MOU is not, and shall not be construed for any purposes as, a contract. No consideration in any form has been exchanged by the parties. No party's employees, agents, officials or members shall be considered employees, agents, officials or members of the other parties for any purpose. No benefit or emolument of employment afforded by one party to the party's employees, agents, officials or members shall be afforded to the employees, agents, officials or members of the other parties. No third party may claim any benefit, protection, or duty arising from the terms of this MOU.
14. Any amendment to this MOU must be in writing and agreed to by all parties.
15. This MOU may be terminated at any time without cause by giving written notice to the other parties. Termination shall become effective thirty calendar days' after such notice of termination has been posted by regular United States mail.
16. Any notice required to be given by this Memorandum shall be to the following persons:

For the SCSO:

For Springfield Platteview Community Schools:

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

Sarpy County Sheriff's Office:

Sarpy County Sheriff

Date

Springfield Platteview Community Schools:

Superintendent

Date

James B. Gessford
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann*
R. J. Shortridge*
Joshua J. Schauer*
Derek A. Aldridge**
Justin J. Knight***
Charles Kaplan
Haleigh B. Carlson
Daniel K. Kaplan
Sara I. Tonges



Of Counsel
Thomas M. Haase
Rex R. Schultze

*Also admitted in Iowa
** Also admitted in Kansas
***Also admitted in Colorado

PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.

Ernest B. Perry (1876-1962)
Arthur E. Perry (1910-1982)
R.R. Perry (1917-1999)
Edwin C. Perry (1931-2012)

MEMORANDUM

To: Dr. Dan Schnoes, ESU 3 Administrator
From: Perry Law Firm
Date: May 1, 2022
RE: School District Annual Policy Service Update

A. REQUIRED POLICY UPDATES

1. **Policy 1220 – Title IX Grievance Policy** – The grievance policy needed several clarifications and adjustments to comply with the current Title IX regulations, and Policy 1220 incorporates these technical changes. However, as the Biden Administration reviews current Title IX regulations, this Policy may need to be updated again next year.

2. **Policy 3132 – Internal Controls** – NDE has asked for additional policy provisions under federal monitoring and reporting requirements. This policy update will also be applicable for schools that are audited and/or monitored for use of ESSER funds.

3. **Policy 3540 – Bidding Construction Projects** – Neb. Rev. Stat. 73-106 generally requires the District to bid construction projects in excess of \$100,000. However, that amount is subject to adjustment by the State Board of Education. The State Board of Education has adjusted this amount to \$109,000, so Policy 3540 has been updated to reflect this change. The requirement to hire an engineer or architect has also been increased to projects in excess of \$118,000.

4. **Policy 4009 – Drug and Substance Abuse** – This policy reflects updates at the federal level for drug and substance abuse testing for employees.

5. **Policy 4133 – Substitute Teachers** – There were some timing issues with Boards approving local substitute teachers and when the District needed the substitute to begin teaching. This policy specifically authorizes the Superintendent to sign off on a local substitute permit.

6. **Policy 6600 – Special Education** – Over the past year, NDE has developed new special education guidance for district policies and procedures. You can access the majority of this guidance here: <https://cdn.education.ne.gov/wp-content/uploads/2017/09/Developing-Local-Policies-and-Procedures-Required-for-Implementation-of-Special-Education-Part-B-Regulations-in-Nebraskas-Public-Schools.pdf>. In response to this new guidance, we have updated Policy 6600.

7. **Policy 8343 – Agenda Construction and Control** – LB 83 requires persons wishing to address the Board of Education to state their name, address, and any organization they represent.

8. **Policy 8343 – Agenda Construction and Control & Policy 9340 – Minutes** – Beginning July 31st, LB 83 requires that Board agendas and meeting minutes be posted on the District’s website. Each agenda must be posted at least twenty-four hours before the meeting. Both the agendas and meeting minutes must remain on the District’s website for at least six months.

B. OTHER CONSIDERATIONS

1. **LB 644 / Property Tax Request Joint Hearing.** This summer, Districts will need to prepare for and review LB 644, and the new budget and tax request process and timelines. Of note, districts will need to sufficiently plan to ensure that they meet the new law’s very specific and condensed timeframe. Within the next week or so, we will be sending out a more detailed guidance on complying with LB 644.

2. **Juneteenth.** This session, LB 29 made Juneteenth (June 19th) a Nebraska State holiday. Although most policies (including 6117) are limited to holidays that occur during the school year, some school districts (either by contract, handbook, or business practice) offer paid holidays for employees on state or federal holidays. Districts should review their holiday pay practices to determine if Juneteenth needs to be added as an additional paid holiday.

3. **Seizure Safe Schools Act.** Last year, the Legislature enacted LB 639, which requires, among other things, that “at least one school employee at each school who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms as approved by the United States Food and Drug Administration.” This requirement becomes effective, beginning in 2022-2023 school year.

4. ***Mahanoy v. BL Case.*** Last summer, the United States Supreme Court issued its decision in the “Snapchat cheerleader case.” The case mainly focused on whether a cheerleader had a First Amendment right to post negative comments about the cheer coaches and school while off-school grounds and outside of school hours. The United States Supreme Court held that the school overstepped its authority by removing the student from the cheer squad in response to her Snaps. One key takeaway from this case is that schools need to review their activity handbooks, activity agreements, and so forth, to ensure that there are no prohibitions against “any” negative speech, comments, and the like. Overbroad and/or vague rules regarding student speech are now subject to higher scrutiny under the *Mahanoy* case.

5. Polling Place or Election Training. LB 843 requires that any political subdivision that receives state or federal funding must make their building available to the County Election Commissioner either as a polling place or for election training. Schools should be aware of this new requirement, if contacted by their Election Commissioner.

6. Holocaust and Financial Literacy Standards. LB 888 requires the State Board of Education to incorporate education on the Holocaust and financial literacy into the social studies standards. This does not necessarily require a policy update but is something to keep in mind as you review and update your curriculum.

7. Bond Timing Correction. LB 1165 fixed a timing dispute over the approval and issuance of voter-approved bonds. Districts who are interested in pursuing a bond election should consult with their bond counsel to confirm that LB 1165 would address any timing concerns with their bond election.

8. Student Attendance Policies. Several schools ran into problems with NDE over student attendance reporting and their Student Attendance Policy. This summer would be a good time to review your Student Attendance Policy and related handbook provisions to ensure that your policy matches current practice.

9. Temporary Memorials Policy. Recent guidance has led some to rethink their Temporary Memorials Policy. Typically, this Policy outlines how deceased staff and/or students will (or will not) be memorialized by the District. There is no requirement to have a Temporary Memorials Policy, but some Districts have adopted a policy for the sake of consistency. For those Districts interested in different policy options on this point, please let us know and we can send you different draft policies.

10. Release from Contract. Some Districts have a policy that allows a teacher or administrator to be released from their contract up to a certain date. The current teacher shortage has led some Districts to question their current practices. In advance of the 2022-2023 school year, this summer would be a good time to decide if your District needs to change its policy and/or practice related to releasing certificated employees from contracts by a certain date.

As always, please let us know if you have any questions or concerns.

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

1. Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

TITLE IX COORDINATOR CONTACT INFORMATION

Jacci Lucas, Director of Special Services
14801 S. 108th Street
Springfield, NE 68059
402-592-1300
jlucas@spcsne.org

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive

information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

B. Formal Complaint Process

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the Complainant of his or her right to file a criminal complaint, and District employees will not dissuade the Complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the

Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (1) the nature of the conduct and whether the conduct was unwelcome, (2) the surrounding circumstances, expectations, and relationships, (3) the degree to which the conduct affected one or more students' education, (4) the type, frequency, and duration of the conduct, (5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, (6) the number of individuals involved, (7) the age and sex, if applicable, of the alleged harasser and the alleged victim(s) of the harassment, (8) the location of the incidents and the context in which they occurred, (9) the totality of the circumstances, and (10) other relevant evidence.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the “Draft Investigative Report.” The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties’ Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator’s summary of the parties’ interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties’ responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties’ relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person’s status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient’s code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: [Insert Date]

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

1. Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

TITLE IX COORDINATOR CONTACT INFORMATION

[Coordinator Name]

[Address]

[City, State, Zip]

[Phone Number]

[Email Address]

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive

information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

B. Formal Complaint Process

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in

writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the Complainant of his or her right to file a criminal complaint, and District employees will not dissuade the Complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the

Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudice of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (1) the nature of the conduct and whether the conduct was unwelcome, (2) the surrounding circumstances, expectations, and relationships, (3) the degree to which the conduct affected one or more students' education, (4) the type, frequency, and duration of the conduct, (5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, (6) the number of individuals involved, (7) the age and sex, if applicable, of the alleged harasser and the alleged victim(s) of the harassment, (8) the location of the incidents and the context in which they occurred, (9) the totality of the circumstances, and (10) other relevant evidence.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the “Draft Investigative Report.” The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties’ Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator’s summary of the parties’ interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties’ responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties’ relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person’s status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient’s code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of, or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven (7) years. ComplainantComplainantComplainantInvestigatorDecision-MakerComplainantRespondentComplainantRespondentInvestigatorDecision-MakerRespondentRespondentRespondentInvestigatorInvestigatorInvestigatorInvestigatorInvestigatorDecision-MakerDecision-MakerDecision-MakerDecision-MakerDecision-MakerDecision-MakerDecision-MakerDecision-MakerComplainantRespondentDecision-MakerRespondentComplainantComplainantRespondentComplainantRespondentComplainantRespondentDecision-MakerRespondentDecision-MakerRespondentComplainantRespondentDecision-MakerInvestigatorDecision-MakerComplainantRespondentComplainantRespondentDecision-MakerComplainantRespondent

Legal Reference: Title IX

Date of Adoption: [Insert Date]

InstructionSpecial Education

[Name] Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District from date of diagnosis through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

2. Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated and a practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will publish annual notice of any significant activity that is designed to identify, locate, or evaluate children to publicly notify parents. The District will screen and evaluate all children with suspected disabilities birth through age 21, and will implement practical methods to track which children are currently receiving special education and related services. The District will provide student referrals that are accompanied by documentation of scientific, research, or evidence-based academic and/or behavioral interventions that have been implemented as designed for the appropriate period of time

to show effect or lack of effect that demonstrates the child is not making a sufficient rate of progress to meet age or state-approved, grade-level standards within a reasonable time frame. The District will provide sustained supervision to monitor the implementation of compliant practices for the Child Find Rule. The District will use supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of Child Find, paying particular attention to the communities experiencing disproportionality in the schools. All District Child Find activities will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Pre-Referral Interventions

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

5. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Legal Reference: 92 NAC 51-007

6. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

The District will: (1) develop and implement written procedures for implementation of the Least Restrictive Environment (LRE) Rule; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the LRE Rule; (3) provide sustained supervision to monitor the implementation of compliant practices for the LRE Rule; (4) use the supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of least restrictive environment, paying particular attention to the disproportionate group; (5) ensure that every Individualized Education Programs (IEP) team meaningfully considers various support systems and activities that could be used to assist students with disabilities (SWD) to be educated successfully in general education classes prior to the consideration of pullout special education services; (6) ensure that special education teachers provide support to general education teachers in a variety of ways including, but not limited to, consultation, implementation of accommodations or modifications, and co-teaching; (7) ensure that a continuum of alternative

placements is available to meet the needs of children with disabilities, particularly those in the disproportionate group, for special education and related services; (8) ensure that, in determining the educational placement of a child with a disability, including a preschool child with a disability, each district ensures that the placement decision is made by a group of persons including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options. Particular attention is paid to the disproportionate group; (9) ensure that placement discussions are based upon a completed IEP developed by the IEP team, focused on individualized student needs; and (10) ensure that the IEP teams review the students' progress at least annually to determine appropriate placement and progress towards annual goals.

Legal Reference: 92 NAC 51-008.01

7. Procedural Safeguards

Children with disabilities and their parents shall be afforded the required procedural safeguards.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

8. Disciplinary Removal of Children with Disabilities

The District will (1) develop and implement written procedures for disciplining students with disabilities (the "Discipline Rules"); (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Discipline Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the Discipline Rules; (4) use supervision and monitoring data, disaggregated by race/ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of discipline (including but not limited to: de-escalation techniques, functional behavior assessment, behavior intervention planning, and manifestation determination procedures); (5) ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining suspension of a child with a disability, and ensure that data shows that these considerations are equitably made by race/ethnicity; (6) notify parents on the day that the decision is made to make a removal that constitutes a change in placement of a child with a disability because of violation of a code of child conduct, and send parents copies of the procedural safeguards; (7) provide educational services for students removed fewer than 10 days to enable the student to continue to participate in the general educational curriculum, although in another setting, and to progress toward meeting the goals set out in the Individualized Education Programs, with data showing that these services are equitably provided by race/ethnicity; (8) ensure that within 10 school days of any decision to change placement of a child with a disability because of a violation of a code of student conduct, the IEP Team will review all relevant information in the file to determine whether the conduct in question was caused by or had a direct and substantial relationship to the child's disability or the conduct was the direct result of the district's failure to implement the IEP, and that such determinations are made equitable by race/ethnicity; and (9) ensure that, if the IEP Team makes a determination that the conduct was a manifestation of the child's disability, then the IEP Team conducts a functional behavioral assessment, unless the District conducted a FBA before the behavior that resulted in the change of placement occurred, and implements a behavioral intervention plan.

Legal Reference: 92 NAC 51-016

9. Evaluation, Identification, and Reevaluation Procedures

Children with disabilities shall be evaluated, identified, and reevaluated in accordance with 92 NAC 51-006. The District will: (1) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule; (2) provide sustained supervision to monitor the implementation of compliant practices for the Evaluation and Reevaluation Rule; (3) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of evaluation and reevaluation, as well as the appropriate technical assistance/professional development to any schools and/or personnel identified in such data; (4) conduct a reevaluation of each child with a disability at least once every 3 years, unless the parent and the District agree that a reevaluation is unnecessary; (5) use a variety of assessment tools and strategies to gather relevant academic, functional, and developmental information about the child, including information provided by the parents, and information related to enabling the child to be involved in and progress in the general education curriculum that may assist in determining: (i) Whether the child is a child with a disability, and (ii) The content of the child's individualized education program; (6) use more than one procedure to determine whether a child has a disability and the appropriate educational program for the child; (7) use technically sound instruments to assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; (8) select assessments and other evaluation materials in a manner that (i) does not discriminate on a racial or cultural basis, (ii) is provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer, (iii) has been validated for the specific purpose for which they are used, and (iv) are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments; and (9) provide high quality, sustained professional learning activities on the written procedures for appropriate District and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. Locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent(s) with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

10. Confidentiality of Personally Identifiable Information

The confidentiality of student records and information shall be maintained in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

11. Transition of Children from Part C to Preschool Programs

Children participating in early intervention programs under Part C of the IDEA (early intervention services) and who will participate in preschool programs assisted under Part B of the IDEA (services for school-aged children) shall experience a smooth and effective transition to those

preschool programs in a manner consistent with 92 NAC 52-008. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

12. Children in Nonpublic Schools

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

13. Personnel Standards and Personnel Development

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

14. Participation in and Reporting of State and District Wide Assessments

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

15. Suspension and Expulsion Rates

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

16. Access to Instructional Materials

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of print instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the printed instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or
- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

17. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

18. Prohibition on Mandatory Medication

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

19. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law.

Legal Reference: 92 NAC 51-014.01 through 014.02

20. Surrogates

A surrogate will be appointed and other action taken to ensure the rights of children with a disability as required by law.

Legal Reference: 92 NAC 51-009.10

21. Early Intervention Services – Consent

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

22. Eligibility Determinations

The District will (1) develop written procedures for implementation of the Eligibility Determination Rule; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Eligibility Determination Rule; (3) provide sustained supervision to monitor the implementation of compliant practices for the Eligibility Determination Rule; (4) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of eligibility; (5) ensure Individualized Education Programs (IEPs) are developed for children with a determination made of having a disability that has: (a) an adverse effect on educational performance (academic, functional, and/or developmental) and (b) requires special education and related services; (6) ensure that an eligibility report, which documents the area of disability, is completed and placed in each child's special education folder, with the eligibility report providing

statements for each component of the eligibility and be comprehensive enough to serve as the evaluation report when necessary; (7) ensure the completion of the administration of assessments and other measures that the Multidisciplinary Evaluation Team (a group of qualified professionals and the parents of the child) determine whether the child is a child with a disability and the educational needs of the child; (8) ensure appropriate consideration of the exclusionary factor for reading (a child is not to be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in reading, including the essential components of reading instruction as defined in section 1208(3) of ESEA); (9) ensure appropriate consideration of the exclusionary factor for math (a child must not be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in math); (10) ensure appropriate consideration of the exclusionary factor for Limited English Proficiency (LEP) (a child will not be determined to be a child with a disability if the primary factor for that determination is limited English proficiency); and (11) ensure (1) evaluation data draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations as well as the information about the child's physical condition, social or cultural background, and adaptive behavior and (2) that information obtained from all these sources is documented and carefully considered.

Legal Reference: 92 NAC 51-006.04.

Legal Reference: 34 CFR Parts 300, 303 and 304
Neb. Rev. Stat. Sec. 79-1110 to 79-1167
92 NAC 51, 52 and 55

Date of Adoption: [Insert Date]

InstructionSpecial Education

[Name] Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District from date of diagnosis through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

2. Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated and a practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will publish annual notice of any significant activity that is designed to identify, locate, or evaluate children to publicly notify parents. The District will screen and evaluate all children with suspected disabilities birth through age 21, and will implement practical methods to track which children are currently receiving special education and related services. The District will provide student referrals that are accompanied by documentation of scientific, research, or evidence-based academic and/or behavioral interventions that have been implemented as designed for the appropriate period of time

to show effect or lack of effect that demonstrates the child is not making a sufficient rate of progress to meet age or state-approved, grade-level standards within a reasonable time frame. The District will provide sustained supervision to monitor the implementation of compliant practices for the Child Find Rule. The District will use supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of Child Find, paying particular attention to the communities experiencing disproportionality in the schools. All District Child Find activities will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Pre-Referral Interventions

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

5. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Legal Reference: 92 NAC 51-007

6. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the "Least Restrictive Environment Rules").

The District will: (1) develop and implement written procedures for implementation of the LRE Rules; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the LRE Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the LRE Rules; (4) use the supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of least restrictive environment, paying particular attention to the disproportionate group; (5) ensure that every Individualized Education Programs (IEP) team meaningfully considers various support systems and activities that could be used to assist students with disabilities (SWD) to be educated successfully in general education classes prior to the consideration of pullout special education services; (6) ensure that special education teachers provide support to general education teachers in a variety of ways including, but not limited to, consultation, implementation of accommodations or modifications, and co-teaching; (7) ensure that a continuum of alternative placements is

available to meet the needs of children with disabilities, particularly those in the disproportionate group, for special education and related services; (8) ensure that, in determining the educational placement of a child with a disability, including a preschool child with a disability, each district ensures that the placement decision is made by a group of persons including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options. Particular attention is paid to the disproportionate group; (9) ensure that placement discussions are based upon a completed IEP developed by the IEP team, focused on individualized student needs; and (10) ensure that the IEP teams review the students' progress at least annually to determine appropriate placement and progress towards annual goals.

Legal Reference: 92 NAC 51-008.01

7. Procedural Safeguards

Children with disabilities and their parents shall be afforded the required procedural safeguards.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

8. Disciplinary Removal of Children with Disabilities

The District will (1) develop and implement written procedures for disciplining students with disabilities (the "Discipline Rules"); (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Discipline Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the Discipline Rules; (4) use supervision and monitoring data, disaggregated by race/ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of discipline (including but not limited to: de-escalation techniques, functional behavior assessment, behavior intervention planning, and manifestation determination procedures); (5) ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining suspension of a child with a disability, and ensure that data shows that these considerations are equitably made by race/ethnicity; (6) notify parents on the day that the decision is made to make a removal that constitutes a change in placement of a child with a disability because of violation of a code of child conduct, and send parents copies of the procedural safeguards; (7) provide educational services for students removed fewer than 10 days to enable the student to continue to participate in the general educational curriculum, although in another setting, and to progress toward meeting the goals set out in the Individualized Education Programs, with data showing that these services are equitably provided by race/ethnicity; (8) ensure that within 10 school days of any decision to change placement of a child with a disability because of a violation of a code of student conduct, the IEP Team will review all relevant information in the file to determine whether the conduct in question was caused by or had a direct and substantial relationship to the child's disability or the conduct was the direct result of the district's failure to implement the IEP, and that such determinations are made equitable by race/ethnicity; and (9) ensure that, if the IEP Team makes a determination that the conduct was a manifestation of the child's disability, then the IEP Team conducts a functional behavioral assessment, unless the District conducted a FBA before the behavior that resulted in the change of placement occurred, and implements a behavioral intervention plan.

Legal Reference: 92 NAC 51-016

9. Evaluation, Identification, and Reevaluation Procedures

Children with disabilities shall be evaluated, identified, and reevaluated in accordance with 92 NAC 51-006. The District will: (1) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule; (2) provide sustained supervision to monitor the implementation of compliant practices for the Evaluation and Reevaluation Rule; (3) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of evaluation and reevaluation, as well as the appropriate technical assistance/professional development to any schools and/or personnel identified in such data; (4) conduct a reevaluation of each child with a disability at least once every 3 years, unless the parent and the District agree that a reevaluation is unnecessary; (5) use a variety of assessment tools and strategies to gather relevant academic, functional, and developmental information about the child, including information provided by the parents, and information related to enabling the child to be involved in and progress in the general education curriculum that may assist in determining: (i) Whether the child is a child with a disability, and (ii) The content of the child's individualized education program; (6) use more than one procedure to determine whether a child has a disability and the appropriate educational program for the child; (7) use technically sound instruments to assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; (8) select assessments and other evaluation materials in a manner that (i) does not discriminate on a racial or cultural basis, (ii) is provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer, (iii) has been validated for the specific purpose for which they are used, and (iv) are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments; and (9) provide high quality, sustained professional learning activities on the written procedures for appropriate District and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. Locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent(s) with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

10. Confidentiality of Personally Identifiable Information

The confidentiality of student records and information shall be maintained in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

11. Transition of Children from Part C to Preschool Programs

Children participating in early intervention programs under Part C of the IDEA (early intervention services) and who will participate in preschool programs assisted under Part B of the IDEA (services for school-aged children) shall experience a smooth and effective transition to those preschool programs in a manner consistent with 92 NAC 52-008. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

12. Children in Nonpublic Schools

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

13. Personnel Standards and Personnel Development

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

14. Participation in and Reporting of State and District Wide Assessments

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

15. Suspension and Expulsion Rates

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

16. Access to Instructional Materials

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or

- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

17. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

18. Prohibition on Mandatory Medication

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

19. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law.

Legal Reference: 92 NAC 51-014.01 through 014.02

20. Surrogates

A surrogate will be appointed and other action taken to ensure the rights of children with a disability as required by law.

Legal Reference: 92 NAC 51-009.10

21. Early Intervention Services – Consent

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

22. Eligibility Determinations

The District will (1) develop written procedures for implementation of the Eligibility Determination Rule; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Eligibility Determination Rule; (3) provide sustained supervision to monitor the implementation of compliant practices for the Eligibility Determination Rule; (4) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of eligibility; (5) ensure Individualized Education Programs (IEPs) are developed for children with a

determination made of having a disability that has: (a) an adverse effect on educational performance (academic, functional, and/or developmental) and (b) requires special education and related services; (6) ensure that an eligibility report, which documents the area of disability, is completed and placed in each child's special education folder, with the eligibility report providing statements for each component of the eligibility and be comprehensive enough to serve as the evaluation report when necessary; (7) ensure the completion of the administration of assessments and other measures that the Multidisciplinary Evaluation Team (a group of qualified professionals and the parents of the child) determine whether the child is a child with a disability and the educational needs of the child; (8) ensure appropriate consideration of the exclusionary factor for reading (a child is not to be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in reading, including the essential components of reading instruction as defined in section 1208(3) of ESEA); (9) ensure appropriate consideration of the exclusionary factor for math (a child must not be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in math); (10) ensure appropriate consideration of the exclusionary factor for Limited English Proficiency (LEP) (a child will not be determined to be a child with a disability if the primary factor for that determination is limited English proficiency); and (11) ensure (1) evaluation data draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations as well as the information about the child's physical condition, social or cultural background, and adaptive behavior and (2) that information obtained from all these sources is documented and carefully considered.

Legal Reference: 92 NAC 51-006.04.

Legal Reference: 34 CFR Parts 300, 303 and 304
Neb. Rev. Stat. Sec. 79-1110 to 79-1167
92 NAC 51, 52 and 55

Date of Adoption: [Insert Date]

Business OperationsInternal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and maintain these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- (b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- (c) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a Control System procedure;

- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids;
- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.
Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;

- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

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

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both Federal and non-Federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: For all federal awards, the District will comply with all applicable legal requirements, including the Davis-Bacon Act.

Legal Reference: 34 C.F.R. § 75.600, et seq.

Capitalization and Depreciation: The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.

D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.

E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

F. If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Maintaining Records: Financial records, supporting documents, statistical records, and all other District records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time.

Legal Reference: 2 C.F.R. § 200.334.

Conflict of Interest: Notwithstanding any other Board Policies or Procedures, the District shall ensure that it avoids any conflicts of interest regarding any federal awards. The District will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

Legal Reference: 2 C.F.R. § 200.112.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. § 200, et seq.

Date of Adoption: [Insert Date]

Business OperationsInternal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and maintain these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- (b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- (c) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a Control System procedure;

- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids;
- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.
Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;

- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

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

Legal Reference: 2 C.F.R. § 200.306.

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Legal Reference: 2 C.F.R. § 200, et seq.

Date of Adoption: [Insert Date]

Business OperationsProcedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of one hundred nine thousand dollars (\$109,000), or such sum as adjusted pursuant to Section 73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.
2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award: The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.
5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of ten thousand dollars (\$10,000) or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred and eighteen thousand dollars (\$118,000), as adjusted from time to time by Section 81-3445 or other applicable law.

7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118; Neb. Rev. Stat. Sec. 73-101 *et seq.*; Neb. Rev. Stat. Sec. 73-106; Neb. Rev. Stat. Sec. 81-3445

Date of Adoption: [Insert Date]

Business OperationsProcedures—Bidding Construction Projects

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3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
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5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of ten thousand dollars (\$10,000) or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred and eighteen thousand dollars (\$118,000), as adjusted from time to time by Section 81-3445 or other applicable law.

7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118; Neb. Rev. Stat. Sec. 73-101 *et seq.*; Neb. Rev. Stat. Sec. 73-106; Neb. Rev. Stat. Sec. 81-3445

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

It is the policy of the Springfield Platteview Community School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

Section 1 Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

Section 2 Alcohol and Drug Testing

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and all regulations and rules promulgated pursuant to such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference: 41 U.S.C. §§701 to 707
49 U.S.C. §§5331(b) and 31306; 49 CFR Part 382

Date of Adoption: [Insert Date]

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:
FEDERAL REGULATIONS, [NAME] PUBLIC SCHOOLS' COMPLIANCE POLICIES
AND PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, [Name] Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

(A) The persons designated by Springfield Platteview Community Schools to answer employee questions about these materials are:

Superintendent of Schools
Secondary Principal
Secondary School Counselor

(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

(C) The term "safety-sensitive functions" means:

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(D) Employee conduct that is prohibited by the federal controlled substances and alcohol

use and testing regulations includes:

1. **Alcohol concentration.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.**
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:

1. **Pre-employment testing.**
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.
2. **Post-accident testing.**
 - (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
 - (1) Who was performing safety-sensitive functions with respect to the vehicle,

- if the accident involved the loss of human life; or
- (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b)
 - (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
 - (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
 - (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. **Random testing.**

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.
- (d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

4. **Reasonable suspicion testing.**

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:
 - (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
 - (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing.**

(a) **Alcohol.** If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) **Controlled Substances.** If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing.**

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.

(H) A "refusal to submit" to an alcohol or controlled substance test includes:

Refuse to submit (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

The consequences for refusing to submit to an alcohol or controlled substances test are as follows: A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol

(concentration of 0.04 or greater) or controlled substances test.

(I) The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

(J) The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include: Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

(K) Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected: Information will be made available by the counselor to employees upon request.

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

It is the policy of the [Name] Public School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

Section 1 Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

Section 2 Alcohol and Drug Testing

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and all regulations and rules promulgated pursuant to such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference: 41 U.S.C. §§701 to 707
49 U.S.C. §§5331(b) and 31306; 49 CFR Part 382

Date of Adoption: [Insert Date]

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:
FEDERAL REGULATIONS, [NAME] PUBLIC SCHOOLS' COMPLIANCE POLICIES
AND PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, [Name] Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

(A) The persons designated by [Name] Public Schools to answer employee questions about these materials are:

Superintendent of Schools
Secondary Principal

(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

(C) The term "safety-sensitive functions" means:

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(D) Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes:

1. **Alcohol concentration.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.**
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:

1. **Pre-employment testing.**
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.
2. **Post-accident testing.**
 - (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
 - (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

- (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b) (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
- (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
- (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. **Random testing.**

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.
- (d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

4. **Reasonable suspicion testing.**

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:
 - (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
 - (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing.**

(a) Alcohol. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) Controlled Substances. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing.**

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.

(H) A "refusal to submit" to an alcohol or controlled substance test includes:

Refuse to submit (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

The consequences for refusing to submit to an alcohol or controlled substances test are as follows: A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

(I) The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

(J) The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include: Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

(K) Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected: Information will be made available by the counselor to employees upon request.

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesSubstitute Teachers

Persons employed as substitute teachers shall meet such qualifications as are established by law and the State Department of Education and may be employed for periods of time in the absence of the regular teacher.

Rates of compensation for all substitute teachers will be set by the Board, provided that after a substitute employee has been on duty for fifteen (15) consecutive school days, such substitute teacher shall be paid on a per diem rate applying the salary schedule in place for certificated teachers for the school district based upon the substitute teacher's level of educational attainment and years of teacher experience. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

The Superintendent shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers. The Superintendent, or Superintendent's designee, is hereby authorized on behalf of the District to execute any necessary documents to assist a substitute teacher to secure a local substitute teaching permit.

Legal Reference: Neb. Rev. Stat. Sec. 79-808

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Substitute Teachers

Persons employed as substitute teachers shall meet such qualifications as are established by law and the State Department of Education and may be employed for periods of time in the absence of the regular teacher.

Rates of compensation for all substitute teachers will be set by the Board, provided that after a substitute employee has been on duty for fifteen (15) consecutive school days, such substitute teacher shall be paid on a per diem rate applying the salary schedule in place for certificated teachers for the school district based upon the substitute teacher's level of educational attainment and years of teacher experience. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

The Superintendent shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers. The Superintendent, or Superintendent's designee, is hereby authorized on behalf of the District to execute any necessary documents to assist a substitute teacher to secure a local substitute teaching permit.

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Legal Reference: Neb. Rev. Stat. Sec. 79-808

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of Operation

Agenda Construction and Control

- A. Written meeting agendas will be prepared by the Superintendent in collaboration with the President of the Board of Education. Any Board member may submit agenda items to be placed on the agenda by the Superintendent and the Board President.

- B. Control of the agenda is the responsibility of the Board President. Agenda items shall set forth the matter to be discussed at that agenda item. An agenda, kept continuously current, shall be readily available for public inspection on the District's website and at the office of the Superintendent of Schools of the Springfield Platteview Community School District during normal business hours. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting. The School Board shall have the right to modify the agenda to include items of an emergency nature only by action taken at the public meeting at which the item is to be considered. Agenda items shall be sufficiently specific to advise the public of the issues to be discussed under that agenda item.

Legal Reference: Neb. Rev. Stat. Sec. 84-1411

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of Operation

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- A. Written meeting agendas will be prepared by the Superintendent in collaboration with the President of the Board of Education. Any Board member may submit agenda items to be placed on the agenda by the Superintendent and the Board President.

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Legal Reference: Neb. Rev. Stat. Sec. 84-1411

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of OperationPublic Participation at Board MeetingsA. Attend

Members of the public shall be permitted to attend and to speak at board meetings. They will not be required to identify themselves as a condition for admission to the meeting.

The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The chair has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The chair may order persons who are disorderly to be removed from the meeting.

Legal Reference:	Sections 79-570; 79-571; Sec. 84-1411 (3) and (6); Sec. 84-1412 (1) and (3)
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B. Hear

The board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

Legal Reference:	Sec. 84-1412 (7)
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C. Record

Members of the public may use recording devices (tape recorder, video camera, etc.) to record any part of a meeting of a public body, except for closed sessions. No recording, other than note taking, shall be done without informing the President in advance. The President shall control the placement of the recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

Legal Reference:	Sec. 84-1412 (1)
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D. Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

Legal Reference:	Sec. 84-1412 (8)
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E. Speak

Members of the public will be permitted to speak at Board meetings at which a public forum is on the Agenda. Members of the public may also speak when invited to make a presentation or when recognized by the chair. The Board is not required to allow members of the public to speak at each meeting. However, the Board will not forbid public participation at all meetings.

Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda.

Any member of the public desiring to address the body shall be required to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual. The President or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public Board meeting without having followed the school's complaint procedure.

Concerns and Complaints - Board action shall not be taken regarding a concern or complaint unless the following procedure has been followed:

Step 1. All complaints concerning a particular school situation shall be submitted to the Principal of the building. They should be submitted in writing when practical. If the party involved is other than an individual, then the organization or persons represented shall be identified. If the problem involves other than an individual building, then the matter shall be directed to the Superintendent.

Step 2. Should the matter not be resolved to the satisfaction of the parties involved, they may appeal to the Superintendent.

Step 3. If the initiating party is not satisfied with the response of the Superintendent, said party may address a written appeal to the Board of Education through the Secretary of the Board.

Legal Reference: Neb. Rev. Stat. 84-1412

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of OperationPublic Participation at Board MeetingsA. Attend

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The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The chair has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The chair may order persons who are disorderly to be removed from the meeting.

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Legal Reference:	Sec. 84-1412 (1) (2) and (3)
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Date of Adoption: [Insert Date]

Bylaws of the Board - MeetingsMinutes

The Board of Education shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. The resignation of a Board member or any other circumstance that results in a vacancy in office shall be made a part of the minutes.

The minutes shall be prepared by the secretary immediately following the meeting, shall be written, shall be available on the District's website and for inspection by the public and for distribution to the members of the Board within ten (10) working days, or prior to the next convened meeting, whichever occurs earlier, and shall be a part of the agenda for the next regular meeting at which time they shall be corrected, if necessary, and approved.

The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours. The minutes shall also be available on the District's website for at least six (6) months.

Legal Reference: Neb. Rev. Stat. Sections 79-555; 79-570; and 79-577
Neb. Rev. Stat. Sections 84-1408 to 1414

Date of Adoption: [Insert Date]

Bylaws of the Board - MeetingsMinutes

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Legal Reference: Neb. Rev. Stat. Sections 79-555; 79-570; and 79-577
Neb. Rev. Stat. Sections 84-1408 to 1414

Date of Adoption: [Insert Date]



We have prepared a quote for you

Door Contacts Needed

Quote # 007960 v1

Prepared for:

**Springfield Platteview Community
Schools**

Frank Staskiewicz
fstaskiewicz@spcsne.org

Prepared by:

Prime Secured

Dave Kanne
dkanne@primecominc.com

Thursday, June 30, 2022

Springfield Platteview Community Schools
Frank Staskiewicz
14801 S. 108th St
Springfield, NE 68059
fstaskiewicz@spscne.org

Dear Frank,

Thank you for inviting Prime Secured to participate in the selection process for your project. Prime Secured was founded in 2001 with a commitment to deliver quality solutions, installed by certified technicians, and supported by a dedicated customer support team. With over 17 years' experience focused in physical security and infrastructure, we are able to meet the growing needs of the corporate enterprise sector. Our extensive experience makes us a premier integration partner who understands the strengths and complexities of today's physical security solutions.

Our unique approach to project implementation focuses on end to end project management, engineered design, and professional deployment. Our experienced technical support team will be there after deployment to manage your systems and be your liaison to our engineering team. The Prime Secured team understands that each customer engagement is unique and requires great attention to detail before, during, and after your project is launched.

Thank you again for your time and consideration through the initial phase of this process. We look forward to the opportunity to partner with you.



Dave Kanne
Outside Sales Representative
Prime Secured

► Statement of Work

Scope of Project

Prime Secured will provide new door contacts to monitor the door status at the High School, Jr High School, and Westmont Elementary.

Below is a breakdown of equipment being provided at each location:

High School

- (1) Controller Cabinet
- (3) 16 Input Interface Controllers
- (46) Door Contacts
 - Door contacts will be installed across (24) Door locations
- All cabling needed to complete the installation
- Prime will name each door once according to owner's requirements, place into specified area, and configure for door status.

Jr High School

- (1) 16 Input Interface Controller
 - Will be installed in existing cabinet
- (16) Door Contacts
 - Door contacts will be installed across (10) Door locations
- All cabling needed to complete the installation
- Prime will name each door once according to owner's requirements, place into specified area, and configure for door status.

Westmont Elementary

- (1) 16 Input Interface Controller
 - Will be installed in existing cabinet
- (15) Door Contacts
 - Door contacts will be installed across (8) Door locations
- All cabling needed to complete the installation
- Prime will name each door once according to owner's requirements, place into specified area, and configure for door status.

► Door Locations

Door Locations List - High School

Door #	Location	Notes	Access Control	DC QTY
1	West - Main entrance	Double doors, card reader, intercom (new)	Yes	2
2	West - North vestibule	Double doors, card reader	Yes	2
3	North - West vestibule	Double doors, card reader	Yes	2
4	North - East vestibule	Double doors, card reader	Yes	2
5	North - Gym corridor	Double doors west facing		2
6	North - West gym vestibule	Two sets of double doors, card reader on one door	Yes	4
7	North - East gym vestibule	Double doors		2
8	East - North gym exit	Single metal door no handle		1
9	East - South gym exit	Single metal door no handle		1
10	East - Patio	Two single-door vestibules, three sets of double doors		8
11	East - North auditorium exit	Single metal door no handle		1
12	East - South auditorium exit	Single metal door no handle		1
13	South - East auditorium	Single metal door		1
14	South - East auditorium exit 2	Single metal door adjacent to overhead door at the dock		1
15	South - Middle auditorium corri	Double doors		2
16	East - South shop exit	Single metal door no handle		1
17	West - South shop	Single metal door adjacent to overhead door at the dock		1
18	West - Shop door 1	Single metal door		1
19	West - Shop door 2	Single metal door		1
20	South - Middle corridor	Double doors		2
21	South - West back gym	Double doors		2
22	South - West corridor	Double doors, card reader, intercom (new)	Yes	2
23	West - South band room	Double metal doors		2
24	West - Middle mechanical	Double metal doors inside locked enclosure		2
			Total	46

Door Locations List - Jr High School

Door #	Location	Notes	Access Control	DC QTY
1	West - Main entrance vestibule	Double doors, card reader, intercom	Yes	2
2	North - Stairs/ramp entrance	Two sets of double doors, card reader on west set	Yes	4
3	North - Kitchen entrance	Single metal door, card reader	Yes	1
4	East - North cafeteria/gym	Double metal doors		2
5	East - Middle media center	Double doors		2
6	South - East lower level corridor	Single exit door		1
7	South - West lower level corridor	Single exit door		1
8	South - West upper level corridor	Single exit door at top of stairs		1
9	South - South upper level corridor	Single exit door		1
10	South - Pre-school	Single door		1
			Total	16

► Door Locations

Door Locations List - Westmont Elementary

Door #	Location	Notes	Access Control	DC QTY
1	South - Main entrance vestibule	Double doors, card reader, intercom	Yes	2
2	South - Pre-school	Single door, card reader	Yes	1
3	North - West gym	Double steel exit doors		2
4	North - West gym vestibule	Two sets of double doors, card reader on each	Yes	4
5	North - Middle vestibule	Double doors, card reader	Yes	2
6	North - East vestibule	Double doors, card reader, no number on the door	Yes	2
7	East - Lower north corridor	Single exit door, no number on the door		1
8	East - Upper south corridor	Single door, card reader	Yes	1
			Total	15

Access Control - High School

Description	Price	Qty	Ext. Price
Interface Controllers			
Access and Power Integration - Kit includes Trove2 Enclosure and	\$527.99	1	\$527.99
Mercury MR16IN 16-input Monitor Module Series 3 (2 relays, PCB only, software connections included)	\$843.49	3	\$2,530.47
Door Contacts			
1" recessed with 2 switches, 2 closed loop - WHITE	\$23.71	46	\$1,090.66
Access Control Cabling - Doors			
Access Control Cabling - Doors	\$78.00	46	\$3,588.00
Subtotal:			\$7,737.12

Access Control - Jr High School

Description	Price	Qty	Ext. Price
Interface Controller			
Mercury MR16IN 16-input Monitor Module Series 3 (2 relays, PCB only, software connections included)	\$843.49	1	\$843.49
Door Contacts			
1" recessed with 2 switches, 2 closed loop - WHITE	\$23.71	16	\$379.36
Access Control Cabling - Doors			
Access Control Cabling - Doors	\$30.00	16	\$480.00
Subtotal:			\$1,702.85

Access Control - Westmont Elementary

Description	Price	Qty	Ext. Price
Interface Controller			
Mercury MR16IN 16-input Monitor Module Series 3 (2 relays, PCB only, software connections included)	\$843.49	1	\$843.49
Door Contacts			
1" recessed with 2 switches, 2 closed loop - WHITE	\$23.71	15	\$355.65
Access Control Cabling - Doors			
Access Control Cabling - Doors	\$50.00	15	\$750.00

Subtotal: \$1,949.14

Door Contacts Needed



Prepared by:
Prime Secured

Dave Kanne
(402) 884-8473
dkanne@primecominc.com

Prepared for:
**Springfield Platteview Community
Schools**

14801 S. 108th St
Springfield, NE 68059
Frank Staskiewicz
(402) 592-1300
fstaskiewicz@spscne.org

Quote Information:

Quote #: 007960

Version: 1
Delivery Date: 06/30/2022
Expiration Date: 08/21/2022

Quote Summary

Description	Amount
Access Control - High School	\$7,737.12
Professional Services - High School	\$17,602.86
Access Control - Jr High School	\$1,702.85
Professional Services - Jr High School	\$4,112.86
Access Control - Westmont Elementary	\$1,949.14
Professional Services - Westmont Elementary	\$4,497.86

Total: \$37,602.69

Sales Tax Not Included.
Applicable sales tax will be calculated upon invoicing.

Payment Terms: Net 30.
Material is invoiced upon order.
Labor will be invoiced monthly.

Prime Secured

Springfield Platteview Community Schools

Signature:

Name: Dave Kanne

Title: Outside Sales Representative

Date: 06/30/2022

Signature: _____

Name: Frank Staskiewicz

Date: _____

► Exclusions and Clarifications

Sales Tax

By Default, Prime Secured does not include sales tax on quotes unless specifically requested. Applicable sales tax will be calculated and added upon invoicing

Exclusions and Clarifications

Access Control

Access Control Power Supplies to be provided and installed by Prime

- Min. 1 x 120VAC Nema 5-15R receptacle to be provided by others at installation location of each Access per power supply
- Customer may have Power Supplies hardwired by an electrician if they prefer
- UPS power for Access Control system to be provided by others if required by customer

Locking Hardware to be provided and installed by Others

- All locking hardware and associated equipment, including but not limited to Electric Strikes, Electric Latch Transfer Hinges to be provided and installed by Others
- Where a transfer hinge is required, wiring between transfer hinge and locking hardware through the door provider. Prime will be responsible for terminating horizontal Access Control cabling to the frame side of the
- All pathways to locking hardware to be provided by others
- All electrified locking hardware shall be capable of being powered by 24VDC
- Any locking hardware requiring an inrush current greater than 5 Amps shall have a power supply provided 15 feet of the door

Fire Alarm Interface to be provided and installed by Others

- A Fire Alarm interface relay shall be provided and installed by others near any Access Control Power Supply or that control any doors deemed by the customer as needing to unlock in the event of a fire. Prime will limit other acceptable locking solution

All ADA Operators, buttons, relays, wireless interfaces, etc to be provided, installed, and configured by others

- Customer must provide a low voltage pathway from each Operator to an accessible location in the ceiling
- Access Control system with the Operator
- Interior and Exterior ADA buttons must be isolated as separate inputs to the ADA Operator by means of relays, or a dual channel wireless relay. 2 ADA buttons cannot be programmed to the same single channel wire
- If customer intends to re-use existing cards from this location or any other location, customer must be able to limited to card wireless format, card data format, facility/site code, card number, cardholder first and cardholder to gather any of this information will be billed separately from this project

No RFID credentials (Cards, FOBs, etc) are provided in this quote

General

IP Addresses Provided by others

- Customer must provide individual IP Addresses, or a block of IP Addresses to support the addition of all
- Devices which require an IP address include, but are not limited to:
 - 2 IPs per Server (1 for iDrac, 1 for Security Network)
 - 1 IP per Workstation
 - 1 IP per Camera

► Exclusions and Clarifications

- 1 IP per Network Master Controller
- 1 IP per Network Door Controller
- 1 IP per Intercom Device
- 1 IP per PBX
- 1 IP per Network IO Device
- 1 IP per Alarm Detection Panel

Network Racks to be provided and installed by Others

- All 2 and 4 post network racks to be provided and installed by others
- All cable management equipment to be provided and installed by others

Prime assumes that any existing equipment or equipment provided by others as part of this project is in good working condition to allow the system to operate as intended. This includes but is not limited to cabling and cabling termination, network architecture, network backbone, servers, workstations, and any other components of the network infrastructure. Prime will assist with configuration or troubleshooting of equipment and services provided by others. Any troubleshooting or repair of equipment or configurations provided by others will be billed to the customer at standard T&M rates.

Unless otherwise stated in this Scope of Work all cyber security protections, windows updates, patches, and antivirus software are to be maintained by others. These services can be provided by Prime via a Service Agreement, consult your Prime representative.

Any work not explicitly included in this scope of work is implicitly excluded from the project.

Prime Communications utilizes the Privileged Remote Access Management platform BeyondTrust to commission customers' systems. A jump client will be installed on all servers. All remote sessions are audit tracked, recorded, and reported.

Unless otherwise stated in the scope of work, system commissioning performed by Prime shall consist of the configuration tasks, but is not responsible for ongoing maintenance of these items. If additional commissioning is required, contact your Prime sales representative. Any additional commissioning performed beyond this list will be billed at standard T&M rates.

- Servers
 - Configure storage drives per best practices
 - Disable indexing on Video storage drives
 - Adjust Time Zone and Time settings
 - Enable RDP
 - Set Windows name
 - Change default Admin password and document
 - Configure Server IP Address, Subnet Mask, and Gateway and document
 - Configure automatic Daily Database backups
- Core Software
 - Apply updated GSC License file to software
 - Change default Admin password and document
 - Configure Partitions per customer needs
 - Configure Areas per customer needs
- Doors
 - Program IP Address, Subnet Mask, and Gateway for any network Door Controllers and document
 - Change default Door Controller password and document
 - Update Door Controller firmware to the latest supported by current version of software
 - Add Door to software
 - Add Door and Door Controller to proper Partition and Area

► Exclusions and Clarifications

- Configure hardware connections and door properties appropriately
- Configure Access Rules, Schedules, Alarms, and Linked Cameras where applicable per Customer sta
- Cardholders
 - Create Cardholder Groups, Access Rules, and Schedules per Customer requirements
 - Create Custom Fields for Cardholders per Customer requirements
 - Prime will cover the creation of Badge Templates during training. Unless otherwise stated in Scope of quantities of Badge Templates
 - Prime will cover Cardholder administration during training. Unless otherwise stated in the Scope of Work Cardholders to the system or for ongoing Cardholder administration
- Users
 - Create User Groups and assign Privileges per Customer requirements
 - Prime will configure a small initial group of Genetec Administrator / Power Users. Administration of Users responsible for adding all Genetec Users to the system or for ongoing Genetec User administration

► Terms & Conditions

Terms & Conditions - Prime Standard

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUYER AND SELLER: These terms and conditions of sale, together with a services agreement (if any) (which is incorporated herein by this reference) (collectively, these “Terms”), are the only terms which govern the sale of the products and/or services (collectively, the “Goods”) described herein by Prime Secured, Inc. (“Seller”) to the person or entity purchasing the Goods (“Buyer”). Buyer will be deemed to have assented to the Terms by (a) executing and delivering an acknowledgement of these Terms to Seller or (b) acceptance of any of the Goods. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or otherwise, are hereby rejected and shall not apply; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Any invoice, together with these Terms, comprises the entire agreement between the parties with respect to the supply of the Goods, and any contract arising therefrom shall be governed solely by the invoice and these Terms (the “Contract”), which supersede all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between a provision of this Contract and a provision of any other applicable document, including all SOWs, change orders, service agreements and schedules, the provision imposing the more demanding term, condition, duty or standard of performance on Buyer, or the greater limitation on the nature and type of relief or damages allowed to Buyer, shall control.

2. DELAYS: If either party is delayed or prevented from performing its obligations under this Contract as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Buyer’s computer system, Seller system downtime for routine maintenance, network problems or telecommunications failure (each a “Force Majeure Event”), the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

3. LIABILITY: BUYER AGREES THAT, IN NO EVENT WILL SELLER’S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS CONTRACT EXCEED THE FEES PAID TO SELLER BY BUYER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

4. WARRANTY: (a) Seller warrants, for a period of 12 months from the completion of any services provided pursuant to this Contract, that the services (i) shall be performed diligently and in a good and workmanlike manner, in accordance with the terms hereof, and (ii) shall conform to applicable specifications. As Buyer’s sole and exclusive remedy for Seller’s breach of the foregoing warranty, Seller will, in its reasonable discretion, re-perform any services Seller reasonably determines did not meet this warranty at the time the services were rendered. Seller’s obligations in relation to the warranty set out in this Section 4(a) shall be limited to such re-performance and shall be conditional upon Buyer notifying Seller in writing of any alleged defect within 10 days after its discovery. Such notice shall include an explanation of the claimed warranty defect and proof of date of performance of the services for which warranty coverage is sought.

(b) The warranty set out in Section 4(a) shall not apply to: (i) defects caused by abuse, negligence or accident, acts of nature (including lightning strikes), improper operation, or power surge/loss; (ii) equipment that has been maintained, repaired or modified by persons other than Seller or persons authorized by Seller; (iii) equipment that has been used or serviced otherwise than in conformity with Seller’s applicable specifications, manuals, bulletins or instructions; (iv) equipment that has been improperly used, stored or operated; (v) preventative maintenance, inspections or any other maintenance required to keep the system operational; or (vi) consumable items, including but not limited to printer heads, access cards and other items designed to fail in order to protect the equipment (*i.e.*, fuses and surge protectors).

(c) Warranties on products sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such products. Seller shall use its reasonable efforts to transfer to Buyer the benefit of any warranty or guarantee given to Seller by the manufacturer of such third party products.

(d) EXCEPT AS OTHERWISE NOTED IN THIS CONTRACT OR IN THE APPLICABLE SERVICES AGREEMENT, BUYER AGREES THAT ALL GOODS PROVIDED PURSUANT TO THIS CONTRACT ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS. SELLER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SELLER NOR ITS LICENSORS MAKES ANY WARRANTY THAT THE GOODS OR SERVICES PROVIDED HEREUNDER WILL MEET BUYER’S REQUIREMENTS, NOR DO SELLER OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE GOODS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS OR SERVICES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER.

5. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller’s patents, trademarks, trade names, technology, or any other intellectual property.

6. CREDITWORTHINESS: All shipments to be made hereunder shall at all times be subject to the approval of Seller’s Credit Department and, if the

► Terms & Conditions

financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this Contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate this Contract.

7. ASSIGNMENT: This Contract, together with all rights, liabilities and obligations arising thereunder, may be assigned wholly or in part by Seller to any one or more of the entities affiliated with the Seller, without the necessity of prior notice to Buyer. Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld or conditioned at the discretion of Seller.

8. TAXES: The price specified herein or in any invoice does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

9. CHANGES: Seller assumes no responsibility for any changes in the specifications outlined in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this Contract, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

10. PRICE; PAYMENT: The price specified in this Contract or any invoice for any Goods provided hereunder may be changed by Seller upon 10 days written notice to Buyer. Seller shall furnish Buyer an invoice, which shall describe the Goods purchased and the amount due to Seller. Buyer shall pay all amounts due and owing within 30 days. Any payment that is past due to Seller by more than 30 days shall bear interest at the rate of 18% per annum or the highest rate allowed by applicable law (whichever is lower). Buyer shall reimburse Seller for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

11. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyer agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

12. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a term of 1 year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

13. SITE CONDITIONS: If, in the course of providing services or installing equipment, Seller encounters any condition that it deems to be, in its reasonable discretion, unsafe, hazardous, or otherwise impacts its ability to safely perform its obligations, including, but not limited to, the presence of hazardous materials, upon notification of such conditions by Seller, Buyer shall promptly take any action necessary to remove or remediate such condition or material. Seller may suspend services until such condition has been remediated by Buyer to the satisfaction of Seller; provided, however, that if Buyer fails to correct the condition within thirty (30) days after receipt of notice of such condition, Seller shall have the right to terminate this Contract upon notice to Buyer, without incurring any additional liability. The cost of any investigation (including consultant's fees and attorneys' fees and testing), removal, remediation, restoration and/or abatement of such conditions shall be borne solely by Buyer.

14. INTELLECTUAL PROPERTY: Buyer acknowledges and agrees that Seller, its licensors and manufacturers of any equipment or deliverables may own or maintain certain trademark, copyright, patent, inventions, trade secret or other intellectual property rights (the "Intellectual Property") in and to the deliverables, services, equipment or any other product or service made available to Buyer under this Contract. Buyer further acknowledges and agrees that Seller, its licensors and/or third party manufacturers own all right, title and interest in and to such Intellectual Property, and Buyer will refrain from modifying, enhancing, reverse engineering, updating, improving or otherwise commercializing such Intellectual Property, except as expressly authorized under this Contract. Seller may from time to time arrange for Buyer's purchase, lease or license of equipment or deliverables that amount to third party hardware, equipment, software, services, or other products not owned by Seller. Buyer's use of such third party equipment or deliverables is governed by the terms and conditions provided by such third party, and Buyer agrees to abide by all such terms and conditions. Seller makes no independent representations and warranties with respect to any third party equipment or deliverables, and shall have no liability arising out of or relating to Buyer's use thereof. Seller agrees to pass through to Buyer any warranties provided by a manufacturer of such third party equipment or deliverable to Buyer, if applicable. Any third party warranties are the exclusive remedies of Buyer with respect to third party equipment or deliverables. Except as expressly set forth in these terms and conditions, Buyer acknowledges and agrees that nothing in these terms and conditions shall transfer any right, title or interest in any of Seller's Intellectual Property.

15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. Title to the Goods shall transfer at such deliver point. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. INDEMNIFICATION: Buyer agrees to indemnify and hold Seller and each of its respective affiliates, officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively, "Claims"), arising out of or related to (a) an alleged violation by Buyer of this Contract, (b) a claim of intellectual property infringement arising

► Terms & Conditions

out of or relating to any use by Seller of items supplied by Buyer or deliverables prepared by Seller based upon specifications provided by Buyer, (c) a claim of a violation of any applicable rule, law, regulation, court order or decree or other like item while using a service or deliverable provided by Seller, regardless of whether such person has been authorized to use such services or deliverables by Buyer, (d) a material breach of any representation, warranty, or obligation made by Buyer hereunder, or by any allegation which, if true, would constitute a breach of said representation and warranty, or (e) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of Buyer, its officers, directors, agents or employees. Without limiting the generality of the foregoing, Buyer shall pay Seller all reasonable fees incurred, including attorneys' fees, for time spent by Seller in responding to third party complaints regarding Buyer's use of any service, equipment or deliverables provided by Seller.

17. WAIVERS: No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Contract.

18. GOVERNING LAW: This Contract shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Douglas County, Nebraska, to govern all disputes arising out of this Contract.

19. CANCELLATION: This Contract is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of this Contract.

20. TIME LIMITATION ON CLAIMS: Any course of dealing between the parties to the contrary notwithstanding, at Seller's election, any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims. Causes of action for breach of this Contract shall not be asserted after (1) year from the date said cause of action accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of Goods sold hereunder.

21. CONFIDENTIALITY: Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Seller's business (the "Information") which Buyer may obtain or which Seller may disclose to Buyer in connection with this Contract, shall be deemed to be confidential and Buyer shall not use the Information for its own purposes (other than for this Contract), nor shall Buyer disclose the Information to any person or firm except as may be specifically authorized by Seller in writing.

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

Business OperationsSale and Disposal of School Property

The Superintendent is authorized and directed to dispose of books, furniture, equipment, real estate, and other property that is obsolete or no longer needed for school operations. Any sale of school property is contingent on approval by the vote of at least two-thirds of the members of the Board of Education at a regular meeting.

Such disposal may be by private sale, auction, trade-in, or by taking bids and selling to the highest or most responsible bidder.

The following procedures shall be followed for an auction or when taking bids:

1. The intention to sell shall be publicized, via school newsletter, a weekly memo, a bulletin posting, a newspaper advertisement, or other means suitable to the value and nature of the property.
2. Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
3. Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Superintendent and reported to the Board of Education.

Property that has little or no value shall be discarded or recycled as appropriate. No school employee shall take such property for their personal use, even if the item has been placed in the trash, without the express approval of the administration.

Legal Reference: Neb. Rev. Stat. § 79-10,114

Date of Adoption: 10/10/2016



Future Planning July, 2022

- | | |
|----------|---|
| 8/8/22 | Policy Committee 6:00pm
Finance Committee 6:30pm
Regular Board Meeting 7:00pm |
| 8/6/2022 | Sneak Peek of New Construction at
Westmont and Springfield Elementary |
| 8/10/22 | New Teachers Report |
| 8/11/22 | All Certified Staff Report |
| 8/16/22 | All Classified Staff Report |
| 8/17/22 | 1st Day of Classes |
| 8/22/22 | Board Work Session 7:00pm |
| 9/12/22 | Site Committee 6:00pm
Finance Committee 6:30pm
Regular Board Meeting 7:00pm |
| 9/26/22 | Board Work Session 7:00pm |
| 9/30/22 | Homecoming & Grand Opening Celebration |

* No Work Session in July