

Board of Education Regular Meeting

Thursday, December 11, 2025 5:30 PM
Public School Library
506 W. 9th Street
Dorchester, NE 68343-0007

Notice of the time and place of the Dorchester Board of Education meeting was published in a newspaper of general circulation within the district. Newspapers of general circulation in the district include, but are not necessarily limited to, the Crete News, the Lincoln Journal Star, or the Omaha World-Herald. Notice is also posted in at least three prominent places within the school district which may include the following: Dorchester Public Schools, Farmers Coop, First State Bank, and the Village Office. Individual board members received in advance the meeting agenda and meeting materials. Pursuant to Section 84-1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in the Board meeting boardroom.

Matt Bolton: Present

Matthew Hansen: Present

Shelly Lehr: Present

Carol Schnell: Present

Matt Smith: Present

Steve Vyhnalek: Present

1. Call to Order and Announce Open Meetings Act Verification

The meeting was called to order by President Steve Vyhnalek. The Pledge of Allegiance was recited.

2. Roll Call

Also present were Superintendent Nick Mumm, Principal JJ Wagner, and Jen Bond.

3. Receive Visitors and Announce Open Forum for Public Comment

No visitors present.

4. Request for Change of Agenda

No request for change of agenda.

5. Approval of the Minutes of the Last Meeting(s)

Motion to approve the reading of the last meeting minutes Passed with a motion by Carol Schnell and a second by Matthew Hansen.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

6. Financial Report

Motion to approve the financial report Passed with a motion by Matt Smith and a second by Shelly Lehr.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

7. Reports

7.1. Athletic Director's Report

Mr. Zoubek reported that ten Speed Flex football helmets have been ordered. Football classifications and football districts should be coming out in December for the 2026-2027 seasons. Girls basketball has 11 players and boys basketball has 10 players, so hopefully, we can play 2 quarters each of JV basketball. Girls wrestling has two students participating and boys wrestling has one student. Coach Zoubek, Coach Bruha, and six students attended a Leadership and Sportsmanship Summit at Lincoln Northwest High School.

7.2. Principal's Report

Mr. Wagner reported that Fire Prevention activities went well, and the students really enjoyed the fire truck rides around town. He attended the State Principals' Conference in Lincoln.

7.3. Superintendent's Report

Dr. Mumm discussed with board members that the new phone system is up and running. We will begin using a single Google calendar as the official district calendar. This calendar will be available on both the website and School Status, and it will be updated daily as events are added or changed. We will also launch a district facilities calendar that will include all facility-related events. This will allow community members to see available dates when planning to use campus facilities.

8. Action Items

8.1. Approve the 2026-2027 Certified Staff Negotiated Agreement

Motion to approve the 2026-2027 Certified Staff Negotiated Agreement Passed with a motion by Matthew Hansen and a second by Carol Schnell.

Steve Vyhnalek: Abstain (With Conflict), Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea

8.2. Approve the resignation of Jill Choyeski, School Counselor

Motion to approve the resignation of School Counselor, Jill Choyeski, Passed with a motion by Matt Bolton and a second by Matthew Hansen.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

8.3. Discuss and take any necessary action to approve the interactive TV screens

Motion to approve the interactive TV screens and carts Passed with a motion by Shelly Lehr and a second by Matt Bolton.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

9. Board Committee Report(s)

There were no committee reports.

10. Closed Session (as necessary per statute)

Closed session not necessary.

11. Establish Future Board of Education Meeting Date(s) and Time(s)

The next scheduled board meeting is Monday, January 12th at 5:30 pm and a School Board Retreat on Wednesday, January 28th at 5:30 pm,

12. Adjourn

Motion to adjourn at 6:12 pm Passed with a motion by Carol Schnell and a second by Matthew Hansen.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

Carol Schnell?(s) Carol Schnell, Secretary of the Board of Education

Board of Education Regular Meeting

Wednesday, November 12, 2025 5:30 PM

Public School Library

506 W. 9th Street

Dorchester, NE 68343-0007

Notice of the time and place of the Dorchester Board of Education meeting was published in a newspaper of general circulation within the district. Newspapers of general circulation in the district include, but are not necessarily limited to, the Crete News, the Lincoln Journal Star, or the Omaha World-Herald. Notice is also posted in at least three prominent places within the school district, which may include the following: Dorchester Public Schools, Farmers Coop, First State Bank, and the Village Office. Individual board members received in advance the meeting agenda and meeting materials. Pursuant to Section 84-1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in the Board meeting boardroom.

Matt Bolton: Present

Matthew Hansen: Present

Shelly Lehr: Present

Carol Schnell: Present

Matt Smith: Present

Steve Vyhnalek: Present

1. Call to Order and Announce Open Meetings Act Verification

The board meeting was called to order by President Steve Vyhnalek. The Pledge of Allegiance was recited.

2. Roll Call

In attendance were Superintendent Nick Mumm, Principal JJ Wagner, and Jen Bond.

3. Receive Visitors and Announce Open Forum for Public Comment

Elizabeth Mumm was in attendance to present to the board.

4. Request for Change of Agenda

No request for change of agenda.

5. Approval of the Minutes of the Last Meeting(s)

Motion to approve the reading of the last meeting minutes passed with a motion by Carol Schnell and a second by Matt Smith.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

6. Financial Report

Motion to approve the financial report passed with a motion by Matthew Hansen and a second by Shelly Lehr.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

7. Reports

7.1. Principal's Report

Mr. Wagner shared with the board that the Quiz Bowl teams have had some early success. NED's Resiliency Ridge was a great program with an important message about working hard to overcome obstacles and to never give up. The kids really enjoyed it. The Veterans Day Program went well, and the guest speaker did a fantastic job.

7.2. Superintendent's Report

Dr. Mumm reported that the Ford van should be completed in approximately 3–4 months. At that time, we will determine whether to trade in the 2012 van to Ford or post it for bid. The new phone system will be installed soon. The ice machines have been moved from the electrical panel room to the small maintenance room near the locker rooms. He was excited to share that a food pantry is available in the counselor's office for any family in the school or community. The head volleyball coaching position is now open.

8. New Business

8.1. Presentation — Introduction to School Status Connect

Beth Mumm gave a brief demo to the board about School Status. This will be the new communication system the school will use as soon as it is ready to go.

8.2. Discuss and take necessary action to approve moving \$10,000 from the General Fund to the Lunch Fund.

Motion to transfer \$10,000 from the general fund to the school lunch fund passed with a motion by Matt Smith and a second by Shelly Lehr.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

8.3. Discuss and take all necessary action to approve Policy 4010 Classified Pay.

Motion to approve Policy 4010 Classified Pay which will pay classified staff 5 holiday/snow days a year passed with a motion by Matt Bolton and a second by Carol Schnell.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

8.4. Discuss and take all necessary action to approve Policy 3031, School Branding Rules.

Motion to approve Policy 3031 School Branding Rules passed with a motion by Matthew Hansen and a second by Matt Bolton.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

8.5. Discuss and complete the Superintendent's evaluation in closed session.

Motion to go to closed session to discuss and complete the Superintendent's evaluation at 6:29 pm passed with a motion by Shelly Lehr and a second by Matthew Hansen.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

8.6. Discuss the results of the Superintendent's evaluation in open session.

Came out of closed session at 8:14 pm

9. Board Committee Report(s)

No board committee reports

10. Closed Session (as necessary per statute)

11. Establish Future Board of Education Meeting Date(s) and Time(s)

The next scheduled board meeting is Thursday, December 11th at 5:30 pm

12. Adjourn

Motion to adjourn at 9:25 pm passed with a motion by Matt Smith and a second by Matt Bolton.

Matt Bolton: Yea, Matthew Hansen: Yea, Shelly Lehr: Yea, Carol Schnell: Yea, Matt Smith: Yea, Steve Vyhnalek: Yea

Shelly Lehr, Secretary of the Board of Education

**TREASURER'S REPORT
DORCHESTER SCHOOLS
Nov-25**

Beginning Funds Available:

Checking Account	\$	1,837,562.37	
Outstanding Checks	\$	(87,092.23)	
Certificates of Deposit	\$	-	
Total beginning funds available	\$	1,750,470.14	\$ 1,750,470.14

Receipts for Month:

Local taxes - Saline County	\$	15,227.28	
Local taxes - Seward County	\$	10,181.92	
ESU	\$	333.72	
GMS Grants - Title/IDEA	\$	12,139.00	
GMS Grant - ESSER III Grant			
Apportionment 3400			
Medicaid MAPPS	\$	139.96	
MIPS	\$	139.96	
Farmers Coop - Annual Refund HAL REAP State Aid SPED SA FFR Reimbursement SPED SA Transportation SECC - Sencap			
Other:	\$	3,331.00	
Interest Earned	\$	4,529.03	
Total Receipts	\$	46,021.87	\$ 46,021.87

Beginning balance plus receipts and adjustments: \$ 1,796,492.01

Adjustment: \$ 67.00

Less: Expenditures for the month \$ (378,956.67)

Ending fund balance \$ 1,417,602.34

Represented by:

Checking Account	\$	1,503,529.31	
(Outstanding Checks)	\$	(85,993.97)	
Certificate of Deposit/MM	\$	-	
Total District Funds:	\$	1,417,535.34	\$ 1,417,535.34

Bond Fund	\$	106,716.65	
Depreciation Fund	\$	248,833.90	
Activity Fund	\$	110,404.77	
Lunch Fund	\$	4,557.70	
Building Fund	\$	78,926.42	
Total Other District Funds	\$	549,439.44	\$ 549,439.44

DORCHESTER PUBLIC SCHOOLS MONTHLY BOARD REPORT

2025-2026

	2025-2026	2024-2025
Sept. 2025 Expenditures Reported @ Board Mtg	\$ 74,201.96	\$ 125,309.31
Sept. 2025 Gross Payroll	\$ 319,991.59	\$ 334,620.51
Sept. 2025 EOM Expenditures	\$ 39,320.18	\$ 327,456.33
Total Sept. 2025 Expenditures w/adjustments	\$ 433,513.73	\$ 787,386.15
	9.51%	17.95%

Oct. 2025 Expenditures Reported @ Board Mtg	\$ 25,330.48	\$ 26,720.68
Oct. 2025 Gross Payroll	\$ 315,567.46	\$ 286,354.71
Oct. 2025 EOM Expenditures	\$ 11,304.08	\$ 20,803.46
Total Oct. 2025 Expenditures w/adjustments	\$ 352,202.02	\$ 333,878.85
Year to Date Total	\$ 785,715.75	\$ 1,121,265.00
	17.23%	25.56%

Nov. 2025 Expenditures Reported @ Board Mtg	\$ 46,316.16	\$ 12,353.29
Nov. 2025 Gross Payroll	\$ 307,199.92	\$ 294,818.21
Nov. 2025 EOM Expenditures	\$ 19,138.88	\$ 9,831.95
Total Nov. 2025 Expenditures w/adjustments	\$ 372,654.96	\$ 317,003.45
Year to Date Total	\$ 1,158,370.71	\$ 1,438,268.45
	25.40%	32.78%

Dec. 2025 Expenditures Reported @ Board Mtg	\$ 23,837.56	\$ 17,771.45
Dec. 2025 Gross Payroll	\$ 29,669.49	\$ 280,679.87
Dec. 2025 EOM Expenditures	\$	\$ 12,540.99
Total Dec. 2025 Expenditures w/adjustment	\$ 53,507.05	\$ 310,992.31
Year to Date Total	\$ 1,211,877.76	\$ 1,749,260.76
	26.58%	39.87%

Jan. 2026 Expenditures Reported @ Board Mtg	\$	\$ 80,769.83
Jan. 2026 Gross Payroll	\$	\$ 278,966.02
Jan. 2026 EOM Expenditures	\$	\$ 16,406.48
Total Jan. 2026 Expenditures w/adjustments	\$ -	\$ 376,142.33
Year to Date Total	\$ 1,211,877.76	\$ 2,125,403.09
	26.58%	48.44%

Feb. 2026 Expenditures Reported @ Board Mtg	\$	\$ 11,864.17
Feb. 2026 Gross Payroll	\$	\$ 290,425.51
Feb. 2026 EOM Expenditures	\$	\$ 21,454.64
Total Feb. 2026 Expenditures w/adjustments	\$ -	\$ 323,744.32
Year to Date Total	\$ 1,211,877.76	\$ 2,449,147.41
	26.58%	55.82%

2024/2025
\$ 4,387,519

	2025-2026	2024-2025
Mar. 2026 Expenditures Reported @ Board Mtg		\$ 16,617.01
Mar. 2026 Gross Payroll		\$ 276,249.65
Mar. 2026 EOM Expenditures		\$ 21,878.37
Total Mar. 2026 Expenditures w/adjustments	\$ -	\$ 314,745.03
Year to Date Total	\$ 1,211,877.76	\$ 2,763,892.44
	26.58%	62.99%

April 2026 Expenditures Reported @ Board Mtg		\$ 57,997.33
April 2026 Gross Payroll		\$ 282,667.35
April 2026 EOM Expenditures		\$ 27,265.09
Total April 2026 Expenditures w/adjustments	\$ -	\$ 367,929.77
Year to Date Total	\$ 1,211,877.76	\$ 3,131,822.21
	26.58%	71.38%

May 2026 Expenditures Reported @ Board Mtg		\$ 55,634.58
May 2026 Gross Payroll		\$ 281,669.82
May 2026 EOM Expenditures		\$ 20,399.78
Total May 2026 Expenditures w/adjustments	\$ -	\$ 357,704.18
Year to Date Total	\$ 1,211,877.76	\$ 3,489,526.39
	26.58%	79.53%

June 2026 Expenditures Reported @ Board Mtg		\$ 34,044.06
June 2026 Gross Payroll		\$ 281,076.63
June 2026 EOM Expenditures		\$ 17,612.91
Total June 2026 Expenditures w/adjustments	\$ -	\$ 332,733.60
Year to Date Total	\$ 1,211,877.76	\$ 3,822,259.99
	26.58%	87.12%

July 2026 Expenditures Reported @ Board Mtg		\$ 70,065.20
July 2026 Gross Payroll		\$ 287,103.01
July 2026 EOM Expenditures		\$ 33,106.96
Total July 2026 Expenditures w/adjustments	\$ -	\$ 390,275.17
Year to Date Total	\$ 1,211,877.76	\$ 4,212,535.16
	26.58%	96.01%

August 2026 Expenditures Reported @ Board Mtg		\$ 140,837.54
August 2026 Gross Payroll		\$ 266,916.57
August 2026 EOM Expenditures		\$ 157,617.20
Total August 2026 Expenditures w/adjustments	\$ -	\$ 565,371.31
Year to Date Total	\$ 1,211,877.76	\$ 4,777,906.47
	26.58%	108.90%

2025/2026
\$ 4,560,000

Board Report - For Board

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
<u>Checking</u>	1		
Checking	1	Fund: 01 GENERAL FUND	
AMAZON CAPITAL SERVICES INC	20251111	SUPPLIES	131.13
		Vendor Total:	131.13
CENTRAL CITY PUBLIC SCHOOL	20251110	QUIZ BOWL	100.00
		Vendor Total:	100.00
CRETE NEWS	20251111	LEGAL NOTICES	91.14
		Vendor Total:	91.14
DORCHESTER PUBLIC SCHOOLS LUNCH FUND	20251201	TRANSFER	10,000.00
		Vendor Total:	10,000.00
GRAINGER	20251118	MAINTENANCE SUPPLIES	207.04
GRAINGER	9701206774	MAINTENANCE SUPPLIES	34.62
		Vendor Total:	241.66
INTERACTIVE COMMUNICATION SYSTEMS	211180	PHONE SYSTEM DOWN PAYMENT	5,500.00
		Vendor Total:	5,500.00
MUSIL, ROBIN	20251118	PRESCHOOL SUPPLIES	70.69
		Vendor Total:	70.69
OMNIFY BENEFITS	1433109	HSA/FSA FEES	54.00
OMNIFY BENEFITS	20251201	FSA FEES	694.03
		Vendor Total:	748.03
PRINCIPAL LIFE INSURANCE COMPANY	20251120	LTD/STD INSURANCE	1,294.60
		Vendor Total:	1,294.60
ROY'S LOCK SHOP	982122	KEYS	35.00
		Vendor Total:	35.00
SCHOOL SPECIALTY LLC	208136543866	ART SUPPLIES	182.95
		Vendor Total:	182.95
STATE OF NEBRASKA	1501829	DISTANCE LEARNING	317.87
		Vendor Total:	317.87
WINDSTREAM NEBRASKA INC	20251111	TELEPHONE	425.81
		Vendor Total:	425.81
		Fund Total:	19,138.88
		Checking Account Total:	19,138.88

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
Checking	1			
Checking	1	Fund: 01 GENERAL FUND		
ADMIN PARTNERS	45761	ANNUAL ADMIN FEE	100.00	
		Vendor Total:		100.00
AMAZON CAPITAL SERVICES INC	20251203	SUPPLIES	462.82	
		Vendor Total:		462.82
BLUE CROSS/BLUE SHIELD OF NEBRASKA	20251201	HANSEN INS	2,040.36	
		Vendor Total:		2,040.36
CAPITAL ONE	20251204-0001	AR PARTY SUPPLIES	50.82	
		Vendor Total:		50.82
CRETE LUMBER AND FARM SUPPLY	846928	MAINTENANCE SUPPLIES	48.95	
		Vendor Total:		48.95
CRETE NEWS	20251203	BOARD MINUTES & SUBSCRIPTION	98.07	
		Vendor Total:		98.07
CULLIGAN OF CRETE	239765	SOLAR SALT	340.50	
		Vendor Total:		340.50
EAKES OFFICE SOLUTIONS	20251204	SUPPLIES	1,775.48	
		Vendor Total:		1,775.48
EDUCATIONAL SERVICE UNIT #6	20251203	SERVICES	880.63	
		Vendor Total:		880.63
ELAN FINANCIAL SERVICES	20251204-0002	SUPPLIES	2,587.30	
		Vendor Total:		2,587.30
ELECTRONIC CONTRACTING CO	80443	ALARM MONITORING	81.00	
		Vendor Total:		81.00
ESU COORDINATING COUNCIL	PFPT000168	PROOFPOINT	228.78	
		Vendor Total:		228.78
FARMERS COOPERATIVE	20251204	GASOLINE	1,597.08	
		Vendor Total:		1,597.08
FIBER PLATFORM LLC	SI-25-051324	NETWORKING	321.24	
		Vendor Total:		321.24
GRAINGER	20251203	MAINTENANCE SUPPLIES	144.79	
		Vendor Total:		144.79
HD SUPPLY	9243265118	CUSTODIAL SUPPLIES	149.74	
		Vendor Total:		149.74
HOMETOWN LEASING	54	COPIER LEASE	708.53	
		Vendor Total:		708.53
KSB SCHOOL LAW	20194	LEGAL SERVICES	667.50	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			Vendor Total:	667.50
MATHESON TRI-GAS, INC.	32419764	SHOP SUPPLIES	82.25	
			Vendor Total:	82.25
MID-AMERICAN RESEARCH CHEMICAL	0864431-IN	GYM FLOOR REFINISHING	5,162.80	
MID-AMERICAN RESEARCH CHEMICAL	0864649-IN	CUSTODIAL SUPPLIES	84.00	
			Vendor Total:	5,246.80
MUMM, NICHOLAS	20251203	MILEAGE	182.09	
			Vendor Total:	182.09
NE ASSOC OF SCHOOL BOARDS	20251203	STATE CONFERENCE	1,482.00	
			Vendor Total:	1,482.00
PRESTO X COMPANY	85270478	PEST CONTROL	93.91	
			Vendor Total:	93.91
VERIZON WIRELESS	20251203	HOT SPOTS	80.02	
			Vendor Total:	80.02
VILLAGE OF DORCHESTER	20251203	UTILITIES	4,386.90	
			Vendor Total:	4,386.90
			Fund Total:	23,837.56
			Checking Account Total:	23,837.56

Board Report

December 2025

- Ordered 10 Speed Flex Football Helmets - \$485/helmet. Will have 24 helmets that will expire after the 2027 season.
- Football Classifications and Football Districts should be coming out in December for 2026-2027 seasons.
- Girls Basketball has 11 players - will try to play 2 quarters of JV. Games TBD based on what opponents can play.
- Boys Basketball has 10 players - will try to play 2 quarters of JV. Games TBD based on what opponents can play. First time playing JV in at least 5 years.
- Girls Wrestling has 2 participants
- Boys Wrestling has 1 participant
- Attended Leadership and Sportsmanship Summit at Lincoln Northwest High School on November 21. Coach Zoubek and Coach Bruha and 6 students in grades 9-11 attended the summit and listened to speakers and participated in great discussions about leadership and sportsmanship. Gained valuable strategies for our students to improve their leadership skills for their teams, school, and community.

Principal's Report

December 11th, 2025

Fire Prevention

A big thank you to the Dorchester Fire Department for coming and speaking with the elementary students about fire prevention. They really enjoyed the fire truck rides around town as well.

CLSD Grant Meeting

We had our 2nd meeting at Waverly. It was a good chance to talk about literacy topics with other schools. We also had the opportunity to visit a couple of classrooms and take a look at what their ELA curriculum looks like.

State Principals Conference

I had the chance to attend the State Principals Conference in Lincoln on December 3rd and 4th. I was able to attend a lot of informative sessions that gave me a heads up about possible legislative changes coming this session as well as other things changing in the education world. I also learned some different strategies that I can pass along to our teachers to make them even better than they already are.

Sports

JH Boys Wrestling and JH Girls Basketball will be wrapping up their seasons next week. It has been fun watching them improve and compete. I can't wait to watch them as they continue their HS careers. HS basketball and wrestling are officially underway with their seasons. I look forward to attending as many of their contests as possible.

HS One-Act

The HS One-Act wrapped up their season last weekend. They performed really well. Max Novak and Ella Vyhnalek once again brought home Outstanding Actor awards.

Upcoming Events

12/12 - Grandparents Day

12/12 - HS Basketball vs. BDS - JV starts at 4:15 P.M.

12/13 - HS Boys Wrestling @ Osceola 8:30 A.M.

12/13 - HS Girls Wrestling @ Crete 9 A.M.

12/13 - JH Boys Wrestling @ Centennial 9 A.M.

12/15 - Elementary Christmas Concert 7 P.M.

12/16 - HS Basketball vs. Giltner/Harvard - JV starts at 4:15 P.M.

12/17 - JH Girls Basketball @ Harvard 3 P.M.

12/18 - HS Basketball @ Osceola 6 P.M.

12/19 - HS Boys Wrestling @ Johnson County Central Invitational 9:30 A.M.

12/19 - HS Girls Wrestling @ Wahoo 1 P.M.

12/23 - HS Basketball @ Elba - JV starts at 12:15 P.M.

12/30 - HS Boys Basketball @ Lewiston - JV starts at 4:30 P.M.

1/2 - HS Girls Wrestling @ Fillmore Central Invitational 9 A.M.

1/3 - HS Boys Wrestling @ Fillmore Central Invitational 9 A.M.

1/3 - HS Basketball vs. Cedar Bluffs - JV TBD - Varsity starts at 2 P.M.

1/6 - HS Basketball @ Grand Island Lutheran - JV TBD - Varsity starts at 6 P.M.

1/8 - HS Basketball @ Sterling - JV TBD - Varsity starts at 6 P.M.

1/9 - HS Girls Wrestling @ Malcolm Invitational 3 P.M.

1/10 - HS Boys Wrestling @ Malcolm Invitational 9 A.M.

1/10 - HS Basketball vs. Palmer - TBD

1/12 - JH Boys Basketball vs. McCool Junction 2 P.M.

Maintenance/Transportation Update:

All buses and vans are running well. The heating system is functioning properly, and the system update has been installed. Our phone system is also up and running following last week's installation. I worked with Jeremy and the security company as we prepare for Christmas break and the installation of the new door.

A special thank-you to Matt Hansen for clearing snow in the parking lots last week, and to Adam and Clint for their work with snow removal as well.

This month, I would also like to explain how the district calendar will work moving forward. With School Status now up and running, please be sure to accept the invitation to the message that was sent out so you can receive daily updates from the school. Our new website is currently being built, so I want to provide clarity about our calendar system as we transition.

Based on feedback from many parents, we will begin using a single Google Calendar as the official district calendar. This calendar will be available on both the website and School Status, and it will be updated daily as events are added or changed.

We will also launch a District Facilities Calendar that will include all facility-related events. This will allow community members to see available dates when planning to use campus facilities. Once an open date is identified, individuals can call the office to request approval and have the event added to the calendar. This process will help keep everything consistent for all stakeholders.

If you have any questions or feedback about any of the topics above, please feel free to reach out at any time—my door is always open.

I would like to wish everyone a Merry Christmas and a Happy New Year!

NM

Dr. Nick Mumm
Superintendent Dorchester Public School
(402) 946-2781 - School
(402)768-3311 - Cell

**DORCHESTER PUBLIC SCHOOLS
NEGOTIATED AGREEMENT
2026-2027**

This agreement is made and entered into this **11th day of December, 2025** by and between the Board of Education for the School District of Dorchester in the County of Saline in the State of Nebraska (herein after referred to as the Board) and the Dorchester Education Association (herein after referred to as the Association).

GENERAL PURPOSE

The Dorchester Board of Education and the Dorchester Education Association recognize that the development of a quality educational program for the children attending school in Dorchester is a joint responsibility that can best be achieved by agreement that all parties work toward common goals. The public officials and the Association enter into this agreement with mutual dedication realizing that the experience, creativity, and judgment of all parties are necessary to reach the educational needs of the community.

ARTICLE I - SALARIES AND EXTRA DUTY PAY

A. Salary Schedule

The salary schedule for **2026/27** is set forth in **Schedule A** and attached to this document and made a part of hereof. It shall remain in effect during the designated period.

B. Extra-Duty Pay Schedule

1. Compensation for extra-duty work shall be granted according to **Schedule B**, which is attached, and a part of hereof.
2. As per the standardized teaching contract issued by Saline County District #76-0044 and signed by all professional staff members, staff members may be assigned extra-duty assignments needed by the district to fulfill its mission. A staff member may be assigned any professional extra-duty during the duty day. Compensation for extra duties performed after the duty day is contained in the extra-duty schedule.
3. Each staff member will be obligated to sell tickets, supervise concessions, or perform similar duties at one activity each year. They will be paid \$20.00 as payment for the second and each subsequent time they perform these duties. Staff members must find their own substitutes to substitute for them for their individual activity obligation, if they do not perform their own duty. However, the district will not pay for the substitute and the duty will remain the obligation of the original staff members until such time as the duty has been performed by the substitutes. Any payment for substitute will be the obligation of the staff member who does not perform the duty. A sign-up sheet will be distributed in the fall, and from time to time as needed, to allow staff members to select a date that works best for their schedule.

**DORCHESTER PUBLIC SCHOOLS
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2026-2027**

ARTICLE II – FRINGE BENEFITS

A. Health Care Coverage

Effective September 1st, 2026 the Board shall provide the health care insurance designated in Article II as follows:

1. Full-time Teachers:

- a. Tier 1 - Employee Only Coverage: The Board shall pay the full premium of **\$10,964.76** for single teachers and for those married teachers requesting employee only insurance coverage. This premium shall be all-inclusive for health and single dental insurance.
 - b. Tier 2 - Employee and Children Coverage: The Board shall pay the full premium of **\$19,950.84** for teachers requesting employee and children insurance coverage. This premium shall be all-inclusive for health and single dental insurance.
 - c. Tier 3 - Employee and Spouse Coverage: The Board shall pay the full premium of **\$22,593.48** for teachers requesting employee and spouse insurance coverage. This premium shall be all-inclusive for health and single dental insurance.
 - d. Tier 4 - Employee, Spouse and Children Coverage: The Board shall pay the full premium of **\$30,202.56** for employees requesting employee, spouse and children insurance coverage. This premium shall be all-inclusive for health and single dental insurance.
 - e. The health care carrier shall be Blue Cross and Blue Shield Insurance including: 1) a deductible of \$1,050 or \$3,800 HSA. For employees who choose the \$3,800 HSA deductible, the difference between the \$1,050 deductible premium and the \$3,800 HSA deductible premium shall be placed into a HSA for the employee: and 2) dental insurance will be PPO - 100% A, 75% B, and 50% C coverage. [Option 2]
2. Part-time Teachers: health insurance premiums for part-time teachers shall be paid in the amount directly proportionate to their full-time equivalency (FTE) and under the same conditions as full-time teachers in #1 above.

B. Long-term Disability Coverage

1. The Board agrees to pay the premium for a LTD policy for all teachers.

C. Section 125 Plan

1. The Board agrees to provide a Section 125 Plan for district employees.

**DORCHESTER PUBLIC SCHOOLS
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ARTICLE III - TEACHERS' EMPLOYMENT

A. Placement on the Salary Schedule

The salary schedule shall be read as a graph. Teachers shall be placed on the schedule where their years of experience and education credit hours cross (coincide) on the graph. If no step exists at that point on the graph, the teacher shall be placed on the last step of the horizontal column as determined and justified by the credit hours of education. Only graduate level credit hours taken after the granting of a degree, BA or MA, shall be used for horizontal salary schedule movement.

B. Credit for Experience Outside the Dorchester System

Full credit for all years of teaching experience in a state accredited school system will be allowed in accordance with the provisions of Schedule A.

C. Contracts

Contracts will be offered with salary figured on the present level of preparation and experience. They shall be returned, signed or unsigned, by the date set by the Board. If not returned by the due date, the position will be declared open, and new applicants will be sought. If a teacher plans to reach a higher level of preparation and experience by September 1, this must be indicated to the Superintendent by June 1. Credit hours must be related to the teaching area. All other contingencies shall be governed strictly by Nebraska statute.

D. Contract Duty Days

The teacher contract shall contain no more than one hundred, eighty-five duty days.

E. Payment of Salary

Salaries will be paid in 12 equal installments, unless a request is made and approved at the time of contracting to be paid on a nine-month basis, and will be payable on or before the 20th of each month, beginning in September each year.

F. Intent

The Board of Education agrees to abide by the intent of this salary schedule in every way possible when employing teachers.

ARTICLE IV - SICK LEAVE

A. Cumulative Days

At the beginning of each contract year, each full-time teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or

**DORCHESTER PUBLIC SCHOOLS
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physical disability of the teacher or immediate family. The unused portion of such allowance may accumulate from year to year to a total of 50 (fifty) days. [See Article VI – Miscellaneous; E. Payment for unused Sick Leave] Part-time teacher sick leave credit (annual and accumulative) shall be prorated in direct proportion to their full-time equivalency (FTE). Sick leave days may be used for the care of members of the immediate family. The immediate family is defined as a staff member’s spouse, children or foster children, grandchildren and parents or parents-in-law. Up to one (1) sick day may be used for brother or sister of teacher in the case of an emergency or when they are a dependent of the teacher, with administrative approval. At the end of each contract year as part of the annual teacher end of year checkout, the district shall furnish each teacher with his/her total of sick leave credit to ensure there is an understanding of what was used during the school year and what remains as credit for the upcoming school year or payout.

B. Maternity Leave

Maternity leave shall be treated as a medical disability; sick leave shall be used for maternity leave.

ARTICLE V - OTHER LEAVES OF ABSENCE

A. Personal

Teachers shall be entitled to two days of personal leave with full pay upon two days’ advance notice to the appropriate principal. Tenured teachers may accumulate personal leave to a maximum of five days. Five (5) additional days of personal leave may be granted at the discretion of, and with permission of, the appropriate principal and superintendent. Two days’ advance notice is required, and lesson plans must be submitted for approval to the appropriate principal. The pay formula for approved additional personal leave shall be as follows: The substitute’s pay will be subtracted from the amount of 1/185th of the teacher’s gross salary, and, of the remaining amount, the teacher will receive 50%, providing she/he has furnished approved lesson plans.

As an incentive to encourage longevity with employment in the district, certificated employees will receive the following additional personal days based on the number of years of employment completed in the district.

- 10 - 19 years completed in DPS District, 1 additional personal day per year
(2 regular personal + 1 additional = 3 total added)
- 20 - 29 years completed in DPS District, 2 additional personal days per year
(2 regular personal + 2 additional = 4 total added)

**DORCHESTER PUBLIC SCHOOLS
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2026-2027**

- 30 - 39 years completed in DPS District, 3 additional personal days per year
(2 regular personal + 3 additional = 5 total added)
- 40 - 49 years completed in DPS District, 4 additional personal days per year
(2 regular personal + 4 additional = 6 total added)
- 50 + years completed in DPS District, 5 additional personal days per year
(2 regular personal + 5 additional = 7 total added)

Employees may receive payment for unused Personal Leave in three ways.

- I. Any certificated employee who ends the school year with more than 5 days (40 hours) Personal Leave accrued, will be compensated 75% of the current substitute teacher rate for each day above 5 days (40 hours). Payment will be made prior to the end of the contract year. An employee may not carry over more than 5 days (40 hours) from one year to the next.
- II. Upon separation from the District (non-retirement), employees will be paid 75% of the current substitute teacher rate for each unused personal day remaining in the employee's account. Payment will be made prior to the end of the contract year.
- III. Upon retirement from the district through the Nebraska Public Employee Retirement System, retirees will be paid 75% of the current substitute teacher rate for all unused Personal Leave days accrued up to a maximum of 5 days (40 hours). Payment will be made prior to the end of the contract year. In the event that the employee has more than 5 days (40 hours) remaining of Personal Leave, any time accrued above that amount will be reimbursed at the rate of 75% of the current substitute teacher rate per day.

No personal leave will be granted one (1) day before and/or one (1) day after scheduled vacation periods as listed on the adopted school calendar or during Parent Teacher Conference days. Vacations shall include, but not be limited to: Labor Day, fall break, Thanksgiving Vacation, Christmas Vacation, winter break, and Easter Weekend. This can be waived by the Superintendent only for legitimate reasons.

B. Professional

A total of two (2) days of professional leave may be taken annually without loss of pay. This leave is to be taken expressly for the purpose of attending professional

**DORCHESTER PUBLIC SCHOOLS
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meetings or workshops that are related to the knowledge and/or skills in that subject area. No teacher is required to attend such meetings or workshops but is encouraged to do so. See Professional Leave Policy in Board Policy Manual.

C. Bereavement

Each teacher will be allowed a maximum of five (5) days annually for bereavement leave for the death of a family member. Family, as defined for the purpose of this policy, will include: Spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, brother, sister, aunt, uncle, son-in-law, daughter-in-law, brother-in-law and sister-in-law. Up to one (1) bereavement day may be used for someone outside the listed immediate family. In the event that a teacher feels the need for more than the five days allowed at full salary, personal leave may be used or the substitute's salary may be deducted from the teacher's salary.

With the exception of the one (1) bereavement day for use for someone outside the listed immediate family, bereavement leave may not be used to attend the funeral of a person who does not fall within the policy definition family. In the event that a teacher feels the need for such leave, personal leave may be used or additional time may be taken without pay with administrative approval.

ARTICLE VI - MISCELLANEOUS

A. Noon Duty

The Board has agreed to make every effort to see that no teacher, elementary or secondary, will be required to have noon supervision duties unless necessary. It is hoped that sufficient personnel can be hired to do the noon supervision of students. When it is necessary to hire teachers for noon duty, compensation will be paid as an extra duty.

B. Substitute Pay for Regular Teachers

Any regular teacher on the staff who covers a class or classes for an absent teacher when a qualified substitute cannot be obtained will be paid for each class period covered. This amount of reimbursement shall be twenty dollars (\$20.00). Teachers may not refuse this assignment for reasons of personal convenience only.

C. Additional Class Assignment

Any teacher on the staff who is assigned to teach an additional class period will be paid one-eighth of his/her present individual contract salary (excluding extra-duty pay) for that school year, or portion thereof, if the assignment is made later in the school year.

D. Lifetime activity Pass

**DORCHESTER PUBLIC SCHOOLS
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The Board has agreed to award a lifetime activity pass for retiring staff members as long as they are not leaving to be employed by another school district.

E. Payment for unused Sick Leave

Employees may receive payment for unused Sick Leave in three ways.

- I. Any certificated employee who ends the school year with more than 50 days (400 hours) Sick Leave accrued, will be compensated 75% of the current substitute teacher rate for each day above 50 days (400 hours). Payment will be made prior to the end of the contract year. An employee may not carry-over more than 50 days (400 hours) from one year to the next.
- II. Upon separation from the District (non-retirement) with a minimum of 15 years service, employees will be paid 75% of the current substitute teacher rate for each unused sick day remaining in the employee's account. Payment will be made prior to the end of the contract year.
- III. Upon retirement from the district through the Nebraska Public Employee Retirement System, retirees will be paid 75% of the current substitute teacher rate for all unused sick days accrued up to a maximum of 50 days (400 hours). Payment will be made prior to the end of the contract year. In the event that the employee has more than 50 days (400 hours) remaining of sick leave, any time accrued above that amount will be reimbursed at the rate of 75% of the current substitute teacher rate per day.

F. Safety Committee

The Superintendent may appoint members of the staff to serve on the safety committee as appropriate and as required by law.

ARTICLE VII - GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to secure equitable solutions to problems that may arise from time to time concerning the interpretation, application or meaning of the terms and conditions of employment contained in this Negotiated Agreement.

Should grievances arise between the Board and the Association or individual teachers under this agreement, such grievances shall be taken up for settlement under the following procedure:

1. The grievance shall be presented orally by the teacher with or without a representative of the local Association to the principal or teacher's immediate supervisor.

**DORCHESTER PUBLIC SCHOOLS
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2026-2027**

2. If the grievant is not satisfied with the immediate supervisor's decision, the grievant shall file a written grievance to the principal or immediate supervisor of the grievant who will within five school days thereafter present a decision in writing to the grievant.

3. If a satisfactory adjustment of such grievance shall not thereby be reached, it may be presented in writing to the superintendent of the school, or his designated representative, who will within five school days thereafter present a decision in writing to the grievant.

4. If a satisfactory adjustment is not hereby reached, it may be presented in writing to the Board of Education who will hear the grievance within thirty days and will present a written decision to the grievant within ten days following the hearing. The grievant will abide by the decision.

Nothing contained herein shall be considered to deny or restrict the Board or the Association of its rights, responsibilities, and authority under the Nebraska School law, or any other national, state, county, district, or local laws or regulations as they pertain to education

ARTICLE VIII – CONTINUATION AGREEMENT

This agreement shall continue until both parties to this agreement agree upon a successor agreement.

ARTICLE IX -DOCUMENT AUTHORIZATION

In witness whereof, the parties hereto caused this contract to be signed by their representatives, all on the day and year first above written.

_____, 2025
Dorchester Education Association

December 11, 2025
Dorchester Board of Education

For the Dorchester Education Association

For the Board of Education

**DORCHESTER PUBLIC SCHOOL
SALARY SCHEDULE "B"
2026/2027**

VARSITY COACHES – FB, VB, BB, WR, TR	
YEAR 1	10.00%
YEAR 2	10.50%
YEAR 3	11.00%
YEAR 4	11.50%
YEAR 5	12.00%

ASSISTANT COACHES–FB, VB, BB, WR, TR	
YEAR 1	6.00%
YEAR 2	6.50%
YEAR 3	7.00%
YEAR 4	7.50%
YEAR 5	8.00%

JUNIOR HIGH COACHES/DIRECTORS	
FOOTBALL	2% (4% IF COOP)
VOLLEYBALL	2.00%
BASKETBALL	2.00%
WRESTLING	2% (4% IF COOP)
TRACK	2.00%
PLAY	4% (SPLIT)

YEARBOOK	
YEAR 1	6.00%
YEAR 2	7.00%
YEAR 3	8.00%
YEAR 4	9.00%
YEAR 5	10.00%

CLASS SPONSORS	
GRADE 7	0.50%
GRADE 8	0.50%
GRADE 9	0.50%
GRADE 10	0.50%
GRADE 11	1.50%
GRADE 12	1.50%

SPONSORS	
FBLA	4.00%
FBLA ASS'T	1.00%
D-CLUB	1.5% (SPLIT)
NHS	1.50%
THESPIAN	1.50%
STU. COUNCIL	4.00%
CONCESSIONS	10.00%
SCIENCE OLYMPIAD	3% (SPLIT)
NOON DUTY	\$167, lunch provided
HAL	4.50%

SPEECH AND OPTIONAL MUSIC DIRECTOR	
YEAR 1	5.00%
YEAR 2	5.50%
YEAR 3	6.00%
YEAR 4	6.50%
YEAR 5	7.00%

SUMMER WEIGHTS WITH APPROVAL FROM SUPT.	\$20.00 PER HOUR
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SUMMER BAND	
YEAR 1	7.00%
YEAR 2	7.50%
YEAR 3	8.00%
YEAR 4	9.00%
YEAR 5	10.00%

SCHOOL PLAY	
YEAR 1	4.00%
YEAR 2	4.50%
YEAR 3	5.00%
YEAR 4	5.50%
YEAR 5	6.00%
THREE ACT ASS'T	3.00%

ONE ACT	
YEAR 1	3.00%
YEAR 2	3.50%
YEAR 3	4.00%
YEAR 4	4.50%
YEAR 5	5.00%

READING CLASSIC/JH QUIZ BOWL/HS QUIZ BOWL	
IN CLASS = 1%	
OUT OF CLASS = 2%	

TECH SUPPORT = 20% & 14 ADD'L DAYS
NEWSLETTER = 3%
SPED/MTSS COORDINATOR = 9%
ACTIVITIES DIRECTOR = 15%

TITLE/MTSS COORDINATOR = 9%
COUNSELOR = 10 ADD'L DAYS
TRANSLATING/INTERPRETING \$20/HOUR WITH APPROVAL FROM SUPT.



Kansas City Audio-Visual
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 Kansas City, MO 64131-0570
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BILL TO	JOB LOCATION
Dorchester Public School 506 W. 9th St. Dorchester, NE 68343	Dorchester Public School 506 W. 9th St. Dorchester, NE 68343

Contact: Jennifer Bond
 jen.bond@dorchesterschool.org, (402)946-2781
Date: 12-09-2025
Expires: 01-08-2026

Contact: Brian Rut
 brian.rut@dorchesterschool.org, (402)946-2781
Sales Rep: Dustin Frank
 dfrank@kcav.com, (800)798-5228 EXT 151

TITLE
Dorchester - SMART GX+ Promo + Carts - 12-9-25

MANUFACTURER	PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SMART	GX175N-V4	SMART Board GX075-V4 Plus interactive display with embedded OS (GMS)	1.00	\$1,699.00	\$1,699.00
SMART	EWY2-SBID-75-5Y	2 Year Limited Warranty Extension for Smart Board 75" Interactive Display - Years 4 and 5	1.00	\$0.00	\$0.00
SMART	GX165N-V4	SMART Board GX065-V4 Plus interactive display with embedded OS (GMS)	6.00	\$1,299.00	\$7,794.00
SMART	EWY2-SBID-65-5Y	2 year limited warranty extension for SMART Board 65" interactive display - Years 4 and 5	6.00	\$0.00	\$0.00
SMART	WM-SBID-200	SMART Wall Mount for GX, MX, M Pro, NX, QX, RX and 6000s series - Includes Freight	5.00	\$70.00	\$350.00
SMART	SMART LIFT-GATE	Lift Gate for Ground Level Service - WILL NOT BE OPTIONAL IF DOCK NOT AVAILABLE	1.00	\$100.00	\$100.00
KCAV	SHIP-FREE	Pricing includes shipping and handling	1.00	\$0.00	\$0.00
Onkron	TS1881-W	Mobile TV Stand/Cart for 55"-80" screens up to 200lbs, Universal TV- White	2.00	\$276.99	\$553.98
KCAV	SHIP-HANDLING	Shipping & Handling of all above items	1.00	\$134.16	\$134.16

Subtotal: \$10,631.14
Tax: \$0.00
TOTAL: **\$10,631.14**

COMMENTS
 The TS-1881 is only suitable for the 65" IFP. Although the specs fit the 75", we do not recommend the TS-1881 for the 75" IFP's. Freight applied is only for the TS-1881 Carts, which are not part of the promo and do not have free freight.

GENERAL TERMS

ORDER INSTRUCTIONS:

1. Please be sure your purchase order reflects shipping/handling terms as indicated on this quote.
2. Pricing is valid for 30 calendar days from date of this quote unless otherwise noted by the expiration date.
3. To place your order, send this quote and purchase order to: orders@kcav.com. POs cannot be accepted on watermarked unauthorized quotes.

HIGHLIGHTS:

1. Credit card payments will incur a 4% convenience fee in allowed states.
2. Both hardware-only orders and installation projects over \$50,000 require a 50% deposit.
3. A 25% restocking fee may be charged on returned items. Return shipping is the responsibility of the customer.

ALL SALES ARE SUBJECT TO KCAV TERMS & CONDITIONS:

These Terms & Conditions are by and between Kansas City Audio-Visual, Inc. (the "Company") and the undersigned Customer (the "Customer").

1. GRANT OF SECURITY INTEREST: By signing below, Customer acknowledges that this contract serves as a security agreement within the meaning of the Uniform Commercial Code (UCC), and Customer agrees that Company may file such UCC financing statements as are appropriate to perfect Company's security interest in the equipment.
2. INSTALLATION: Customer hereby grants to Company or its agent the right to install the equipment, to the extent such installation is specified above. Customer represents and warrants that all necessary governmental and third-party approvals for installation of the equipment have been obtained, unless otherwise specified. Delays in installation caused by public agencies, manufacturers, suppliers, acts of God, pandemics, strikes or other union bargaining, and all acts not directly attributable to Company, shall not in any way affect the obligations of Customer, and Company's obligations with respect to such installation shall be suspended during the event causing the delay. Company shall not be responsible for damages from any such delay.
3. TAXES, FEES, AND PERMITS: Customer agrees to pay Company all applicable Federal, State, and local taxes, excises, permits, and fees. All dollars in this Agreement are pre-tax, unless otherwise stipulated.



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4. SHIPPING: All shipments of equipment are FOB Company's distribution facilities.
5. RESPONSIBILITY: Until balance is paid, Customer agrees to take proper care of the equipment on premises and to be responsible for any damage or loss by fire, theft, casualty, or any other cause whatsoever, and will not permit or suffer same to be removed from the place of its location at address of Customer, without written consent of Company or assigns.
6. GENERAL: This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and supersedes all prior conversations, agreements, representations and promises, whether verbal or written. No modification of this Agreement shall be valid, unless made in writing and properly signed by each party. The provisions of this Agreement are severable; if any clause or provision shall be held invalid or unenforceable, in whole or in part, then such invalidity shall attach only to such clause or provision. Customer shall pay all attorneys' fees and other costs and charges incurred by Company in the collection of debt.
7. INFRASTRUCTURE: In the event that Company is installing equipment or systems that require connectivity to the Customer's network including, but not limited to, VOIP connectivity, internet access, wireless network access, firewall traversal, and/or port forwarding, Company may advise Customer as to the network requirements, but any responsibility for infrastructure on the part of Company stops at the installed equipment's network jack or wireless connection and configuration of the network settings on the device sold by Company. Company is not responsible for updating network settings in the event the Customer's network changes. If the Customer's network is not "Plug and Play," then any custom network settings must be supplied by Customer to Company before the start of installation.
8. INSTALLATION AND SITE PREPARATION: Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, Customer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for supervision of installation. Company agrees to coordinate with other trades to facilitate satisfactory work progress. If Company's work in progress is impeded by other trades and/or contractors (excluding Company's own subcontractors) or by scheduling delays due to Customer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result. Customer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the proposal. Company shall not be responsible for any high-voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Customer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement. Customer shall provide the Company with reasonable access to the installation site before delivery, based upon a mutually agreed upon project schedule, for purposes of determining site readiness for installation. Customer will designate an individual on Customer's staff to serve as a contact person for all site preparation and installation issues. Customer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises. Customer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required for the installation and/or use of the equipment and the premises where the equipment shall be situated.
9. LIMITATION OF LIABILITY:
- (a) Cap on Liability: Except as otherwise provided in this Agreement, the total aggregate liability of either Party, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by Client during the twelve (12) months immediately preceding the event giving rise to such liability.
- (b) Exclusion of Damages: Neither Party shall be liable for any consequential, incidental, indirect, exemplary, punitive, or special damages, including loss of profits, revenue, goodwill, or business interruption, even if advised of the possibility of such damages.
- (c) Exceptions: These limitations shall not apply to indemnification obligations, breaches of confidentiality, gross negligence, willful misconduct, or liability that cannot be limited by law
10. LIMITATIONS OF WARRANTY - PRODUCTS OF OTHERS: Unless otherwise specified, no warranty is provided for "consumables," including batteries, lamps, glassware and evacuated devices. Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Customer as manufactured or supplied by others, shall be to pass on to Customer the applicable manufacturer's warranties, if any.
11. CHOICE OF LAW AND SEVERABILITY: This agreement shall be interpreted in accordance with and governed in all respects by the law of Missouri. Venue shall be Kansas City, Missouri. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein.
12. PROJECT/ORDER CANCELLATION: Customer must notify Company via both orders@kcav.com and sales representative in writing to cancel a project or order. Upon receipt of the notice, Company will acknowledge in writing Customer's order cancellation and provide the official date of cancellation. Projects that are cancelled within sixty (60) calendar days of notification for Company to proceed with the work are subject to a 25% restocking charge (plus return shipping to the manufacturer) on all hardware and are subject to payment for professional services provided by Company prior to the date of cancellation (engineering/design services, project management, etc.). Projects that are cancelled sixty-one (61) or more days after Company has been notified to proceed are subject to full payment for all hardware that has been received by Company and Customer in conjunction with the order. Company will make reasonable effort to obtain exceptions from suppliers for the return of equipment with restocking charges and will notify customer of any such options. Additionally, client is responsible for payment of professional services provided by Company prior to the date of cancellation (engineering/design services, project management, etc.). Custom items may be noncancellable and are not returnable.
13. RESTOCKING FEES: In the event Customer wishes to return any equipment, Customer agrees to pay restocking fees of 25% of the sale price in addition to any applicable shipping charges.
14. CHANGE ORDERS: Any changes of scope made to the design of the system or the contractual agreements in implementation or functionality will require a mutually agreed upon "Change Order" form signed by an authorized representative for the Customer.
15. TARIFFS: Due to the recent US imposed tariffs on goods and supplies, Company has included a tariff contingency budget in this proposal. Many of our suppliers manufacture their products in these countries, and Company is setting this contingency budget in place to help cover any potential unforeseen increases in hardware and cabling costs. We have been alerted by many of our manufacturing partners that an increase is imminent. To what degree and at what percentage, we are unsure at this time. Company is forecasting ahead, as best as we can, to cover these unknown increases with this contingency budget. Any part of this contingency budget not used towards hardware and cabling cost increases, due to tariffs, will be reduced from the final invoice of the project.
16. PROFESSIONAL DEVELOPMENT SERVICES: Unless specified otherwise, any purchased training or professional development services must be conducted within 12 months of placement of the sales order, unless mutually agreed upon otherwise in writing. Company will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order.
17. DESIGN SERVICES: All designs are the property of the Company. If Customer contracts with the Company to implement the design, the design shall become the property of Customer. If Customer wants to use the Company's design for an RFP, bid or any other purposes without implementation by the Company, the Company will advise Customer of the fee to purchase the design. Upon payment of the fee, the design becomes the property of Customer.
18. CONFIDENTIALITY: This Agreement and all drawings, specifications, and designs are the property of the Company. Proprietary information provided to Customer (or its agents) is for the sole purpose of demonstrating the Company's capabilities and shall be held in confidence. These materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of the Company. Any effort to do so will be considered a violation of copyright law.
19. PARAGRAPH HEADINGS: The paragraph headings contained herein are for the convenience of reference only and shall not be construed to affect the interpretation or construction of any substantive provision of this Agreement.



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PAYMENT TERMS:

1. DELAYS: All orders are subject to the Company's ability to make delivery at the time specified, and the Company shall not be liable for damages for failure to make partial or complete delivery. The Company shall not be liable for delays in delivery caused by forces not reasonably within Company's control (including but not limited to delays or defaults by carriers, extreme cold weather, floods, fires, storms, or other acts of God, war or act of public enemy or civil disturbance, strikes, lock-outs, shortages of labor or raw materials and supplies, action of any governmental authority, or any other force majeure event). Customer shall be liable for any added expenses incurred by the Company because of, including but not limited to, Customer's delay furnishing requested information to the Company; delays resulting from order changes by Customer; delays related to Customer's network configuration or other systems issues; or conditions affecting installation duration, off-hours or continuous workdays of 8 am to 5 pm.
2. EQUIPMENT AND MATERIALS PRICE INCREASE: Company shall be entitled to additional compensation from Customer in the event there is a significant increase in price of any specific item of equipment or materials of seven percent (7%) or more between the date the Agreement is signed and the date that equipment and materials are purchased for the work to be performed on the project.
3. DELIVERY COSTS & CLAIMS: Customer agrees to pay for all shipping or transportation costs of the equipment as and if stated on Company's proposal and/or the invoice. Company shall not be liable to Customer for any damage to or loss of equipment in transit. Company's only recourse as to such damage or loss shall be with or against carrier, and all claims must be filed with the carrier. Upon delivery, Customer must inspect and verify that contents match the packing list and are without damage. If there are any discrepancies or damages, Customer must notify Company in writing within three (3) business days, or such claims shall be waived.
4. HARDWARE-ONLY ORDERS: Orders over \$50,000 consisting of hardware only require a 50% deposit.
5. INSTALLATION PROJECTS: In keeping with industry standards, payment terms for projects over \$50,000 that involve installation are as follows:
 - 50% deposit in advance of start of project
 - 40% invoiced following delivery of hardware
 - 10% remaining invoiced upon Substantial Completion of project
6. PAYMENT & PAST DUE ACCOUNTS: All payments are due within thirty (30) days of the invoice date unless an advance deposit is required on Company's quote. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Customer agrees to reimburse Company for all attorneys' fees and court costs in connection with default of these payment terms by Customer.
7. CREDIT & CREDIT CARD PURCHASES: Credit payment terms must have the prior approval of Company. Company reserves the right to stop delivery of equipment or provision of services if Customer's financial condition becomes impaired or unsatisfactory to the Company. Additionally, Company may require payment in advance or other security, and, in the absence thereof, may cancel, without liability, the unfilled portion of an order. Credit card purchases shall be subject to a four percent (4%) convenience fee where allowed.

IF YOU WISH TO ACCEPT THIS QUOTE AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ <small>(Print Name)</small>	DATE: _____
SIGNATURE: _____	PO NO.: _____

If your purchasing or accounts payable departments require a purchase order for invoicing, please provide the PO number associated with acceptance of this quote and attach that PO with the signed quote. If signing this quote in lieu of a PO, please indicate what reference KCAV should use in the invoice PO field when invoicing. Please also verify that KCAV has correct shipping and billing address on file either by calling our office directly or by providing a PO at a later date with correct billing/shipping information.