

Board of Education Regular Meeting

Monday, June 8, 2026 6:00 PM Central

Boardroom at Central Office
1700 14th Ave
Nebraska City, NE 68410

Kent Blum: Present

Lisa Chaney: Present

Rob Elson: Present

Stacie Higgins: Present

John Hodges: Present

Patricia Lant: Present

Jim Nemec: Absent

Sally Schreiner: Present

Brent Shanholtz: Present

Present: 8, Absent: 1.

1. Call to Order

1.1. Roll Call

1.2. Pledge of Allegiance

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

I move to approve the request to be absent from this meeting from Jim Nemec
Passed with a motion by Kent Blum and a second by Rob Elson.

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

Yea: 8, Nay: 0, Absent: 1

1.4. Welcome to Visitors and Public

1.5. Approval of Agenda

I move to approve the agenda for this meeting on June 8, 2026 Passed with a motion by Patricia Lant and a second by Kent Blum.

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

Yea: 8, Nay: 0, Absent: 1

1.6. Public Comment Time

1.7. Approval of Minutes

I move to approve the minutes from the Regular Meeting on May 11, 2026 Passed with a motion by Stacie Higgins and a second by Patricia Lant.

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

Yea: 8, Nay: 0, Absent: 1

1.8. Claims and Accounts

I move to approve the claims and accounts as presented Passed with a motion by Kent Blum and a second by Stacie Higgins.

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

Yea: 8, Nay: 0, Absent: 1

1.9. Financial Report

I move to approve the financial report as presented Passed with a motion by Brent Shanholtz and a second by Kent Blum.

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

Yea: 8, Nay: 0, Absent: 1

2. Reports

2.1. Committee Reports

2.1.1. Education, Americanism and Civics

2.1.2. Buildings and Grounds

2.1.3. Finance

2.1.4. Policy

2.2. Superintendent's Report

2.3. Continuous Improvement Report - Director of Curriculum, Instruction, and Assessment

3. Business

3.1. Non-Action Items

3.1.1. Diversified Safety and Compliance

3.1.2. Policy Cycle Reviews

3.1.3. Northside Elementary Roof - Limited Tax Building Improvement Bonds (QCPUF) Resolution

3.2. Action Items

3.2.1. Required Policy Revisions per Legal Counsel

I move to approve, on first and final reading, the required revisions to Policies 2008, 3003, 3003.1, 3004.1, 3048, 3057, 4017, 4019, 5035 and 5048 per legal counsel as presented. Passed with a motion by Kent Blum and a second by Patricia Lant.

Jim Nemec: Absent, Kent Blum: Yea, Lisa Chaney: Yea, Rob Elson: Yea, Stacie Higgins: Yea, John Hodges: Yea, Patricia Lant: Yea, Sally Schreiner: Yea, Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.2. Required Policy Adoptions per Legal Counsel

I move to adopt, on first and final reading, the required Policies 3061 and 6046 per legal counsel as presented. Passed with a motion by Stacie Higgins and a second by Brent Shanholtz.

Jim Nemec: Absent, Kent Blum: Yea, Lisa Chaney: Yea, Rob Elson: Yea, Stacie Higgins: Yea, John Hodges: Yea, Patricia Lant: Yea, Sally Schreiner: Yea, Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.3. Designate Federal Funds

I move to approve Mark Fritch as the District Representative to receive Federal Funds for the 2026-2027 school year Passed with a motion by Patricia Lant and a second by Brent Shanholtz.

Jim Nemec: Absent, Kent Blum: Yea, Lisa Chaney: Yea, Rob Elson: Yea, Stacie Higgins: Yea, John Hodges: Yea, Patricia Lant: Yea, Sally Schreiner: Yea, Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.4. ELA Curricular Resource Adoption Update

I move to approve the updated quote for novel set purchases from \$2,000 to a cost not to exceed \$6,000. Passed with a motion by Sally Schreiner and a second by Stacie Higgins.

Jim Nemec: Absent, Kent Blum: Yea, Lisa Chaney: Yea, Rob Elson: Yea, Stacie Higgins: Yea, John Hodges: Yea, Patricia Lant: Yea, Sally Schreiner: Yea, Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.5. Safety and Security Cameras at Hayward Elementary and High School

I move to approve the purchase and installation of cameras at Hayward Elementary and the High School Passed with a motion by John Hodges and a second by Patricia Lant.

Jim Nemec: Absent, Kent Blum: Yea, Lisa Chaney: Yea, Rob Elson: Yea, Stacie Higgins: Yea, John Hodges: Yea, Patricia Lant: Yea, Sally Schreiner: Yea, Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.6. Cellular dialers for the fire panels at Central Office and the High School

I move to approve the quote from Fire Protection Services to purchase and installation of cellular dialers for the fire panels at Central Office and the High School Passed with a motion by Stacie Higgins and a second by Rob Elson.

Jim Nemec: Absent, Kent Blum: Yea, Lisa Chaney: Yea, Rob Elson: Yea, Stacie Higgins: Yea, John Hodges: Yea, Patricia Lant: Yea, Sally Schreiner:

Yea, Brent Shanholtz: Yea

Yea: 8, Nay: 0, Absent: 1

3.2.7. COOP Renewals for Fall NSAA Athletics

I move to approve the NSAA COOP renewals Lourdes Central Catholic for Boys/Girls Cross Country, Boys Tennis, and Softball, and Girls Golf and Johnson-Brock for Boys Tennis and Softball Passed with a motion by Rob Elson and a second by Sally Schreiner.

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

Yea: 8, Nay: 0, Absent: 1

3.2.8. Transportation

3.2.8.1. Diversified Safety and Compliance

I move to approve the agreement with Diversified Safety and Compliance as presented Passed with a motion by Patricia Lant and a second by Brent Shanholtz.

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

Yea: 8, Nay: 0, Absent: 1

3.2.8.2. Addendums

I move to approve the 2026-2027 addendum schedule as presented Passed with a motion by Kent Blum and a second by Patricia Lant.

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

Yea: 8, Nay: 0, Absent: 1

3.2.8.3. Bus Documentation and Lead Driver Contract

I move to approve the Bus Documentation and Lead Driver contract as presented Passed with a motion by Kent Blum and a second by Stacie Higgins.

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

Yea: 8, Nay: 0, Absent: 1

4. Adjournment

I move to adjourn at 8:08 PM Passed with a motion by Kent Blum and a second by Sally Schreiner.

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

Yea: 8, Nay: 0, Absent: 1

PUBLIC PARTICIPATION

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

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

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

PUBLIC COMMENTS

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

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

PLEASE PRINT

Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Subject of Public Comment: _____

UNAPPROVED MINUTES
Board of Education Regular Meeting - Monday, May 11, 2026
Boardroom at Central Office, 1700 14th Avenue, Nebraska City, NE 68410

The Nebraska City News Press and B103 were notified. Notice was published in the Nebraska City News Press on Friday, May 1, 2026 and on the Nebraska City Public Schools website on Tuesday, April 14, 2026 stating the time and place of the meeting and stating that the known subjects on the agenda were on file and available for public inspection at the District Central Office, 1700 14th Avenue, Nebraska City, Nebraska. Copies of the postings from Friday, May 1, 2026 and Tuesday, Tuesday, April 14, 2026 are attached to these minutes. This meeting is subject to the Open Meetings Law and Availability of the Agenda pursuant to Nebr. Rev. Stat. Chapter 84, Article 1412(8). A current copy of the Open Meeting Act is posted in the meeting room and the agenda is available.

1. Call to Order

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

1.1. Roll Call

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

1.2. Pledge of Allegiance

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

Order #17547-Motion Passed: Motion to approve the requests to be absent from this meeting from Pattie Lant and Rob Elson passed with a motion by Kent Blum and a second by John Hodges. No discussion.

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

1.4. Welcome to Visitors and Public

President Chaney welcomed the visitors and public to the open meeting. NCHS staff from the Pioneer Pathways program with Arbor Day Farms presented a summary of the successful first year. The Board of Education recognized and congratulated Pioneer State Champions and their families and sponsors who were in attendance: Alvarro Torres for eSports and Jonny Barrett, Colton Cook, Trevor Flash and Jayda Sammons for FFA.

1.5. Approval of Agenda

Order #17548-Motion Passed: Motion to approve the agenda for this meeting on May 11, 2026 passed with a motion by Jim Nemec and a second by Stacie Higgins. No discussion.

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

Yea 7, Nay: 0, Absent: 2

1.6. Public Comment Time

No one addressed the Board during Public Comment Time.

1.7. Approval of Minutes

Order #17549-Motion Passed: Motion to approve the minutes from the Regular Meeting on Work Session and Regular Meeting on April 13, 2026 passed with a motion by Stacie Higgins and a second by Sally Schreiner. No discussion.

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

1.8. Claims and Accounts

Order #17550-Motion Passed: Motion to approve the claims and accounts as presented passed with a motion by Lisa Chaney and a second by Jim Nemec. Lisa Chaney reviewed the bills and found everything to be in order. She highlighted several bills in order to clarify the payments and reimbursements.

General Fund: \$281,506.84; **Payroll Fund:** \$1,330,305.12; **Payroll Benefits Fund:** \$224,877.06; **School Nutrition Fund:** \$95,569.50; **Building Fund:** \$6,814.00; **OCPUF Fund:** \$8,310.00; **Depreciation Fund:** \$182,300.00

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

1.9. Financial Report

Order #17551-Motion Passed: Motion to approve the financial report as presented passed with a motion by Brent Shanholtz and a second by Kent Blum. The current balance in the treasury being \$4,196,724.20. Mr. Shanholtz gave a review of the financial reports highlighting that overall tax receipts are down in comparison to last year at this time. Property tax receipts will be coming on May 15. The Finance Committee is working on projections for the end of the fiscal year.

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

2.0. Reports

2.1. Principal's Reports- "What's Happening with the Pioneers!"

The Board thanked the Principals for all their hard work on end of year activities and a successful graduation event.

2.2. Committee Reports

2.2.1. Education, Americanism and Civics Committee

Sally Schreiner gave the report of the committee highlighting the presentations by the Pioneer Pathways staff and Jason Hippen. They discussed the ELA adoption and staffing for next year.

2.2.2. Building and Grounds Committee

John Hodges gave the report of the committee highlighting the work order list, summer projects and maintenance issues, including a drain at Hayward.

2.2.3. Finance Committee

Brent Shanholtz gave the report of the committee highlighting the QCPUF Resolution, future expenditures and budget planning including investment opportunities.

2.2.4. Policy Committee

Jim Nemec gave the report of the committee highlighting the policies on the review cycle.

2.2.5. Ad Hoc Committee on Superintendent Evaluation Tool

Jim Nemec gave the report of the committee highlighting the review and discussion of evaluation tools, contracts and policies as they pertain to the Superintendent.

2.3. Superintendent Report

Mr. Fritch shared information regarding the end of the school year, summer planning, NASB Law Conference on June 11, GNS, grant updates and the maintenance issues at Hayward.

3.0. Business

3.1. Non-Action Items

3.1.1. Policy Reviews

Administration and the Policy Committee recommend the review of the following policies:

3028-Sex Offenders

3035-Chain of Command

4029-Salary Schedule for Certificated Employees

4029.R1-Certified Employee Professional Growth Form

3.1.2. Policy 3056-Guest Speakers

The Board discussed this policy and related forms and sent it back to the Policy Committee with suggested revisions.

3.1.3. Food Service Management Company contract renewal with Lunchtime Solutions

A renewal contract has to be signed annually for updates. This is year two of a five year approved agreement with Lunchtime Solutions.

3.2. Action Items

3.2.1. ELA Curricular Resource Adoption

Order #17552-Motion Passed: Motion to approve 6-12 ELA Curricular Resources as presented passed with a motion by Jim Nemec and a second by Kent Blum. Members of the Board asked Principal Hoover questions regarding the recommendations made by the ELA adoption team and the Education Committee.

Kent Blum: Yea

Lisa Chaney: Yea

John Hodges: Yea

Rob Elson: Absent

Stacie Higgins: Yea

Jim Nemec: Yea

Pattie Lant: Absent

Brent Shanholtz: Yea

Sally Schreiner: Yea

Yea 7, Nay: 0, Absent: 2

3.2.2. Arbor Health Clinic Agreement

Order #17553-Motion Passed: Motion to approve the agreement with Arbor Health Clinch as presented passed with a motion by Stacie Higgins and a second by Brent Shanholtz. This agreement will allow for student athletes to get a physical at the high school for a lower fee. Dates are yet to be determined and not as suggested in the agreement.

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

3.2.3. HS Gym SE HP Compressor Replacement

Order #17554-Motion Passed: Motion to replace the HS Gym SE heat pump compressor as presented passed with a motion by Kent Blum and a second by John Hodges. No discussion.

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

3.2.4. NS Kindergarten HVAC Replacement

Order #17555-Motion Passed: Motion to approve the replacement of the Northside Elementary Kindergarten classroom HVAC unit passed with a motion by Stacie Higgins and a second by Jim Nemec. The Buildings and Grounds Committee determined that replacement would be more beneficial than a repair on this unit.

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

3.2.5. HS Kitchen Dock Door

Order #17556-Motion Passed: Motion to approve the bid from Omaha Doors and Window to replace the HS Kitchen Dock Door passed with a motion by Jim Nemec and a second by John Hodges. After the door installation, the NCPS maintenance staff will paint it for cost savings.

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

3.2.6. Propane Tank Concrete Pad

Order #17557-Motion Passed: Motion to approve Walters to install the concrete pad and bollards for the propane tank dispenser passed with a motion by Jim Nemec and a second by John Hodges. Walters will coordinate this project with other projects for the district.

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

3.2.7. Bus Radios

Order #17558-Motion Passed: Motion to approve the purchase of ten bus radios from Shaffer Communication as presented passed with a motion by John Hodges and a second by Kent Blum. Mr. Fritch shared that these are the same radios currently being used across the district and they will work seamlessly with all the others.

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

3.2.8. Northside Elementary Roof-Limited Tax Building Improvement Bonds (QCPUF) Resolution

Order #17559-Motion Passed: Motion to approve the resolution authorizing the issuance of Limited Tax Building Improvement Bonds, Series 2026 in an amount not to exceed \$1,300,000 and related matters passed with a motion by Kent Blum and a second by Stacie Higgins. Paul Grieger with DA Davidson presented options to the Board regarding the resolution and using QCPUF funds for financing the roof. Passing the resolution allows the Board necessary and flexible options in regards to financing the Northside roof due to fluctuating and uncertain state aid dollars, but does not require them to do so.

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

3.2.9. Personnel

3.2.9.1. Resignations

Order #17560-Motion Passed: Motion to approve the resignation of Jennifer Schlichtemeier, 4th Grade Teacher, effective at the end of the 2025-2026 school year passed with a motion by Stacie Higgins and a second by Sally Schreiner. This resignation was received after the April 15 deadline.

Kent Blum: Yea
Lisa Chaney: Yea
John Hodges: Yea
Rob Elson: Absent

Stacie Higgins: Yea
Jim Nemec: Yea
Pattie Lant: Absent
Brent Shanholtz: Yea
Sally Schreiner: Yea
Yea 7, Nay: 0, Absent: 2

3.2.9.2. Hirings

Order #17561-Motion Passed: Motion to approve the hiring of Kyra Becker, Kindergarten Teacher and Emma Shubert, MS Special Education Teacher for the 2026-2027 school year passed with a motion by Jim Nemec and a second by John Hodges. These hirings will allow for internal movement to fill the 4th grade position.

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

4.0. Adjournment

Order #17562-Motion Passed: Motion to adjourn at 7:47 PM passed with a motion by Kent Blum and a second by Brent Shanholtz. No discussion.

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

Submitted by:
Mark Fritch, Secretary



NOTICE OF REGULAR MEETING-MAY 11, 2026

Carla Zaroban

April 14, 2026

NOTICE IS HEREBY GIVEN that the **Regular Meeting** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 o'clock P.M., May 11, 2026 at Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. Agenda is not final until 24 hours prior to the meeting.

Mark Fritch

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

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

Publication Dates:

- May 1, 2026

Notice ID: rRzsCTuCGwRKEC9ANjwu

Notice Name: May Meeting Notice 2026

Publication Fee: \$12.96

Edmar Corachia

Agent	SHARONN E THOMAS-POPE NOTARY PUBLIC STATE OF NEW JERSEY My Commission Expires January 23, 2027
VERIFICATION	
State of New Jersey	
County of Camden	
Signed or attested before me on this: 05/01/2026	
	
Notary Public	
Notarized remotely online using communication technology via Proof.	

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

NOTICE IS HEREBY GIVEN that the Regular Meeting of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at 6:00 o'clock P.M., May 11, 2026 at Central Office, 1700 14th Avenue, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. Agenda is not final until 24 hours prior to the meeting. Mark Fritch
Superintendent of Schools
Published in the Nebraska City News Press on May 1, 2026.
4475660 ZNEZ

Nebraska City Public Schools

Board Report - Bill Listing

May-26

Vendor Name	Description	Check Total
Checking Account ID	Fund Number	08 Building Fund
BARRETT CONSTRUCTION	REMOVAL OF OLD BLEACHERS	13,585.00
Fund Number		13,585.00
Checking Account ID		13,585.00
Checking Account ID	Fund Number	01 General Fund
AMANDA KUHNENENGEL	MILEAGE	90.48
AMERICAN NATIONAL BANK	LOAN PAYMENT	2,995.50
AMERICAN RECYCLING & SANITATION	TRASH SERVICE	2,795.07
Amplify	ELA CURRICULUM	70,458.14
APACE	CONTRACTED SERVICES	932.79
BLICK ART MATERIALS	ART SUPPLIES	453.04
BOHL PLUMBING	PLUMBING PARTS	65.00
BRENDA WIECKHORST	MILEAGE	72.50
CAPITAL BUSINESS SYSTEMS	COPIES	120.92
CAPITAL BUSINESS SYSTEMS	COPIER LEASE	7,334.19
CARD SERVICES	VARIOUS CHARGES	1,165.89
CITY OF NEBRASKA CITY	HS BUILDING PERMIT	557.00
COLUMN SOFTWARE PBC	PUBLIC NOTICE	126.36
DECKER EQUIPMENT	SUPPLIES	317.45
DIETZE MUSIC	INSTRUMENT REPAIRS	297.90
Edmentum	APEX RENEWAL	7,500.00
ESU #4	CONTRACTED SERVICES	10,677.30
FAREWAY STORES	BOARD SUPPLIES	22.97
FBG SERVICE CORPORATION	CUSTODIAL SERVICES	29,751.00
FIRE PROTECTION SERVICES LLC	MONITORING	600.00
FIRST CLASS PLUMBING AND HEATING	HW DRAIN	1,025.00
GRAVES COMPANY	DIPLOMAS & COVERS	2,158.34
GREAT MINDS PBC	LCC PD	3,900.00
GROWING WORDS THERAPY LLC	CONTRACTED SERVICES	877.38
JAIME FRITCH	MILEAGE	41.33
Jason Hippen	MILEAGE	295.37
JENNA HENRICHS	MILEAGE	168.42
JOAN DUTT	CLUB SUPPLIES	16.66
LANDIS ENGINE	WEED EATER SUPPLIES	46.99
LANT HARDWARE, INC	MAINT SUPPLIES	160.70
LARSON MOTORS INC.	SPED VAN REPAIRS	5,851.02

MATHESON TRI-GAS INC.	HS SHOP SUPPLIES	718.63
MEAD LUMBER	MS SHOP SUPPLIES	1,331.20
MOONLIGHT AUTO LLC	F150 REPAIRS	992.77
MULLENAX AUTO SUPPLY	COOLING TOWER BELTS	182.04
NCSA	PROFESSIONAL DEVELOPMENT	600.00
NE SAFETY CENTER@UNK	DRIVER TRAINING	250.00
NEBRASKA CITY UTILITIES	UTILITIES	41,622.59
NO LIMIT POWER, INC	MOWER REPAIRS	470.51
ONE SOURCE	BACKGROUND CHECKS	529.00
PAYROLL ACCOUNT-NC PUBLIC SCH	MAY 2026 PAYROLL	1,321,037.86
POSTMASTER	USPS CALLER SERVICE	2,178.00
PURCHASE POWER	POSTAGE	1,000.00
QUALITY INN KEARNEY	ASD CONFERENCE	1,438.24
QUILL CORPORATION	SUPPLIES	788.60
RIVER VIEW PEST CONTROL, INC.	PEST CONTROL	350.00
SAMANTHA COLLINS	MILEAGE	466.90
SCHOOL HEALTH CORP.	NURSE SUPPLIES	156.49
SCHOOL SPECIALTY, LLC	26-27 SUPPLIES	794.78
TAESE/USU	SPED LAW CONF	300.00
THERAPY WORKS OF NEBRASKA	CONTRACTED SERVICES	4,280.88
TREVIPAY-WALMART BUSINESS	VARIOUS CHARGES	114.25
TRISHA ADAMS	MILEAGE	57.42
UNITI	PHONE	1,107.23
VERIZON WIRELESS	CELL PHONE	698.24
VOSS LIGHTING	DISTRICT LIGHTS	1,380.60
VOYAGER FLEET SYSTEMS	FUEL CHARGES	7,660.56
WESTLAKE ACE HARDWARE	MAINT SUPPLIES	821.19
WINN RACK	PALLET RACKING	3,868.00
Fund Number		<u>1,546,070.69</u>
Checking Account ID		<u>1,546,070.69</u>
Checking Account ID	Fund Number	01 General Fund
BLUE CROSS BLUE SHIELD	HEALTH AND DENTAL	214,696.90
HARTFORD, THE	LIFE AND LTD	4,893.33
TRANSAMERICA LIFE INS COMPANY	SUPPLEMENTAL INS	4,827.62
VSP, INC	VISION INS	1,966.54
Fund Number		<u>226,384.39</u>
Checking Account ID		<u>226,384.39</u>
Checking Account ID	Fund Number	06 Nutrition Services
ANDREA HINCAPIE	LUNCH REFUND	13.70
BRYAN WILLIAMSON	LUNCH REFUND	23.14

BRYON BEINS	LUNCH REFUND	148.45
ERIN CRISPIN	LUNCH REFUND	31.25
FALICIA MAYBEE	LUNCH REFUND	10.66
GRISELDA MACIAS	LUNCH REFUND	10.80
JAMIE BRASUHN	LUNCH REFUND	22.22
JILLIAN SAMMONS	LUNCH REFUND	24.85
LORI WALDRON	LUNCH REFUND	100.50
LUNCHTIME SOLUTIONS, INC.	APRIL FOOD COSTS	111,025.31
MARY WRIGHT	LUNCH REFUND	11.55
MICHELE MARTH	LUNCH REFUND	17.15
NICOLE PURSEY	LUNCH REFUND	12.88
Fund Number		<u>111,452.46</u>
Checking Account ID		<u>111,452.46</u>
Checking Account ID	Fund Number	<u><u>07 Bond Fund</u></u>
BOK FINANCIAL	BOND INTEREST DUE	144,532.50
Fund Number		<u>144,532.50</u>
Checking Account ID		<u><u>144,532.50</u></u>

Nebraska City Public Schools
May 2026
Summary Financial Report

General Fund

The General Fund finances all facets of services rendered by the school district including payroll, benefits, equipment, supplies, insurance, building occupancy, contracted services, and other daily functions and operations of the district. The tax levy for this fund is restricted to \$1.05 plus qualified exclusions. The approved General Fund levy for 2025-26 .823244

	2026	2025
Balance Forward	3,928,531.99	
Revenue	5,191,406.38	
Expenses	<u>1,546,194.37</u>	
Balance	7,573,744.00	7,212,151.16

Building Fund

The Building Fund is used to acquire or improve sites and/or to erect, alter or improve buildings. The sale of bonds, the sale of property, or tax receipts will be the primary sources of revenue for the Special Building Fund. Regardless of the source of money to be used for building construction and related costs, all income for the purposes of this fund shall be accountable through this fund. The tax levy for this fund falls under the \$1.05 levy limit and is further restricted to \$0.14 with local board approval or \$0.175 following a vote of the people for a term not to exceed ten years. The approved Building Fund levy for 2025-26 .025148

	2026	2025
Balance Forward	750,427.11	
Revenue	131,580.58	
Expenses	<u>13,585.00</u>	
Balance	868,422.69	517,442.94

QCPUF Fund

A Qualified Capital Purpose Undertaking Fund (QCPUF) may be established for the removal of environmental hazards, the reduction or elimination of accessibility barriers in school district buildings, modifications for life safety code violations, life safety hazards, and mold abatement and prevention projects for existing facilities only. General Fund expenditures for the purpose of this fund are not allowable. Effective April 19, 2016, the tax levy for this fund is restricted to \$0.03. The tax levy for QCPUF projects in place prior to April 19, 2016, remains at \$0.052. The levy may exceed the \$0.03 levy limit if the valuation has decreased from the last year bonds were issued and the bond principal and interest obligation cannot be met. Tax levies cannot exceed ten years for each project. The approved QCPUF levy for 2025-26 .017640

	2026	2025
Balance Forward	216,127.66	
Revenue	84,380.08	
Expenses	<u>0.00</u>	
Balance	300,507.74	336,574.64

Depreciation Fund

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

	2026	2025
Balance Forward	3,335,120.20	
Revenue	566.52	
Expenses	<u>0.00</u>	
Balance	3,335,686.72	3,066,516.39

School Nutrition Fund

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

	2026	2025
Balance Forward	420,841.31	
Revenue	128,053.57	
Expenses	<u>111,452.46</u>	
Balance	437,442.22	474,758.69

Payroll Account

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

	2026	2025
Balance Forward	48,361.34	
Revenue	1,322,393.70	
Expenses	<u>1,323,027.25</u>	
Balance	47,827.79	48,860.09

Section 125 Account

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

	2026	2025
Balance Forward	43,468.66	
Revenue	4,170.44	
Expenses	<u>1,102.97</u>	
Balance	46,536.13	45,692.97

Bond Fund

The Bond Fund shall be used to record tax receipts, investment interest, and the payment of bond principal, interest, and other related costs (i.e., trustee fees). If the fund balance is not sufficient to meet interest or bond retirement payments from the Bond Fund, the General Fund shall be used for these payments. Revenue from a levy to retire bonds in any school district is retained in a separate fund by the county treasurer, the financial institution serving as a fiscal agent, or the school district. Funds shall be disbursed upon appropriate demand. All records of the transactions in this area shall be maintained in this fund. Proceeds from a bond issue shall be deposited into the Special Building Fund to be expended on the actual building project. The Bond Fund is a taxing fund and is not part of the \$1.05 cap. The tax levy for this fund is restricted for expenditures other than principal and interest on bonds. Proceeds from a bond issue shall be deposited into the Special Building Fund to be expended on the actual building project. The approved Bond Fund levy for 2025-26 0.125739

	2026	2025
Balance Forward	2,116,711.75	
Revenue	582,797.24	
Expenses	<u>144,532.30</u>	
Balance	2,554,976.49	2,434,587.81

NEBRASKA CITY PUBLIC SCHOOLS 66-0111						25-26	24-25
GENERAL FUND MONTHLY FINANCIAL REPORT		REC'D MONTH	REC'D THRU:	REC'D THRU		% OF BUDGET TO	% OF BUDGET TO
	RECEIPTS:	BUDGETED	MAY	5/31/2026	05/31/2025	DIFFERENCE	BE RECEIVED
	LOCAL PROPERTY TAXES	7,307,650.00	2,346,143.82	6,353,884.55	7,112,102.29	(758,217.74)	13.05%
	CARLINE TAX	10,000.00	957.93	2,144.92	2,518.17	(373.25)	78.55%
	IN LIEU OF TAX, 5% GROSS	6,500.00		5,569.55	5,356.82	212.73	14.31%
	MOTOR VEHICLE TAX	925,000.00	75,910.82	702,346.35	685,428.26	16,918.09	24.07%
	PENALTIES AND INTEREST ON TAXES	0.00				0.00	
	TUITION FROM OTHER DISTRICTS-SPED	0.00				0.00	
	LOCAL LICENSE FEES, CITY	3,000.00	250.00	10,685.00	1,473.75	9,211.25	-256.17%
	RENTAL OF SCHOOL FACILITIES	2,000.00		385.00	1,758.75	(1,373.75)	80.75%
	OTHER LOCAL REVENUE	1,500.00		312.22	748.71	(436.49)	79.19%
	COUNTY FINES & LICENSE FEES	140,000.00	12,691.46	99,175.20	106,004.89	(6,829.69)	29.16%
	ESU RECEIPTS					0.00	
	OTHER COUNTY SOURCES	1,200.00	2,689.98	2,689.98	1,177.60	1,512.38	
	STATE AID	3,771,120.00	377,112.00	3,394,008.00	4,217,544.00	(823,536.00)	10.00%
	SPECIAL EDUCATION PROGRAM	2,425,000.00	343,783.00	2,042,339.00	1,625,981.00	416,358.00	15.78%
	SPECIAL EDUCATION TRANSP.	25,000.00	40,324.00	40,324.00	37,020.00	3,304.00	-61.30%
	HOMESTEAD EXEMPTION	335,000.00	59,263.03	177,789.09	169,633.32	8,155.77	46.93%
	RELIEF TO PROPERTY TAXPAYERS	3,651,350.00	1,884,055.27	3,685,415.61	3,457,688.43	227,727.18	-0.93%
	PERSONAL PROPERTY TAX CREDIT					0.00	
	HIGH ABILITY LEARNERS	9,000.00		7,051.00	7,159.00	(108.00)	21.66%
	RULE 4 TEXTBOOK LOAN					0.00	
	PRO-RATE MOTOR VEHICLE	25,000.00	12,406.76	21,295.84	19,485.80	1,810.04	14.82%
	STATE APPORTIONMENT	280,000.00		379,210.10	537,157.92	(157,947.82)	-35.43%
	IN LIEU OF SCHOOL LAND TAX			1,661.71	1,661.71	0.00	
15,882.00	STATE EARLY CHILDHOOD	62,950.00		31,764.00	25,270.00	6,494.00	49.54%
2,377.00	CTE EXTENSION GRANT	9,520.00		5,055.00		5,055.00	46.90%
	SAFETY AND SECURITY GRANT					0.00	
	PEAK GRANT	10,000.00		9,709.75			
38,429.64	PROJECT AWARE	150,000.00		121,315.45	79,077.51	42,237.94	19.12%
97,003.00	TITLE I	400,000.00		225,050.00	408,739.00	(183,689.00)	43.74%
15,873.00	TITLE II PART A	60,515.00		33,434.00	98,856.00	(65,422.00)	44.75%
87,677.00	IDEA BASE	367,275.00		234,482.00	331,229.00	(96,747.00)	36.16%
2,124.00	IDEA PRESCHOOL BASE	8,416.00		5,572.00	4,942.00	630.00	33.79%
4,260.00	IDEA NON PUBLIC	39,309.00		34,558.00	50,059.00	(15,501.00)	12.09%
	IDEA PRESCHOOL BASE-ARP					0.00	
	IDEA BASE-ARP					0.00	
	IDEA NON PUBLIC -ARP					0.00	
	MEDICAID IN PUBLIC SCHOOLS	35,000.00	35,017.68	122,540.96	73,254.38	49,286.58	-250.12%
	MAAPS RECEIPTS	40,000.00		9,601.61	13,756.27	(4,154.66)	76.00%
	HOMELESS GRANT				1,696.00	(1,696.00)	
78,058.00	CLSD LITERACY GRANT	518,000.00		273,800.00		273,800.00	
	ESSERS III				62,605.00	(62,605.00)	
	N-SPDG GRANT					0.00	
58,160.00	TITLE IV, PART B, NCLB 21ST CENTURY	165,000.00		105,648.00	141,808.00	(36,160.00)	35.97%
	SUMMER CLUB EXTENSION (6989)					0.00	
	CLUBS EXTENSION (6988)				26,858.00	(26,858.00)	
	LONG TERM LOAN-LOC	0.00				0.00	
	TAX ANTICIPATION NOTES	0.00				0.00	
	SALE OF BONDS					0.00	
	TRANSFERS FROM FUNDS					0.00	
	OTHER NON-REVENUE RECEIPTS					0.00	
	TOTAL WITHOUT INTERCOMPANY RECEIPT	20,784,305.00	5,190,605.75	18,138,817.89	19,308,050.58	(1,169,232.69)	
	NON PROGRAM RECEIPTS						
399,843.64	GRAND TOTAL	20,784,305.00	5,190,605.75	18,138,817.89	19,308,050.58		12.73%
							5.02%

			DISB. MONTH	DISB. THRU:	DISB. THRU:		% OF BUDGET TO	% OF BUDGET TO
	DISBURSEMENTS:	BUDGETED	MAY	5/31/2026	5/31/2025	DIFFERENCE	BE SPENT	BE SPENT
1100	INSTRUCTION	6,280,510.00	434,934.85	4,001,141.26	3,948,809.98	52,331.28	36.29%	
1150	ELL	432,500.00	33,651.31	306,585.73	306,079.08	506.65	29.11%	
1160	POVERTY	2,523,520.00	198,813.94	1,736,637.83	1,959,220.90	(222,583.07)	31.18%	
1190	PRESCHOOL LOCAL FUNDS	284,025.00	24,230.00	212,824.19	236,707.11	(23,882.92)	25.07%	
1200	SPECIAL EDUCATION	2,929,125.00	261,293.05	2,257,125.71	1,992,193.21	264,932.50	22.94%	
1300	DRIVER'S ED/SUMMER SCHOOL	13,455.00			1,740.23	(1,740.23)	100.00%	
2120	GUIDANCE	326,950.00	26,073.84	238,401.21	227,964.21	10,437.00	27.08%	
2130	HEALTH/NURSE	90,175.00	7,598.28	64,331.29	64,000.62	330.67	28.66%	
2140	PSYCHOLOGY	248,400.00	18,625.20	180,714.15	180,808.96	(94.81)	27.25%	
2150	SPEECH/AUDIOLOGY	403,500.00	28,586.54	344,683.16	286,881.50	57,801.66	14.58%	
2160	OCCUPATIONAL THERAPY	400.00		102.24	120.80	(18.56)	74.44%	
2170	PHYSICAL THERAPY	71,150.00	4,915.72	43,041.75	42,837.71	204.04	39.51%	
2180	VISION	3,900.00			3,306.00	(3,306.00)	100.00%	
2190	OTHER SUPPORT SERVICES	119,000.00	5,459.83	33,833.73	22,048.40	11,785.33	71.57%	
2212	CURRICULUM DIRECTOR	113,500.00	9,227.78	85,876.93	106,263.19	(20,386.26)	24.34%	
2214	STANDARDS DIRECTOR	5,000.00			106.48	(106.48)	100.00%	
2220	LIBRARY	189,310.00	13,393.06	124,761.27	116,111.78	8,649.49	34.10%	
2290	EARLY RETIREMENT	105,000.00		105,000.00	105,000.00	-	0.00%	
2310	SCHOOL BOARD	130,500.00	3,493.28	62,959.35	58,591.33	4,368.02	51.76%	
2320	SUPERINTENDENT	345,000.00	28,189.73	255,806.61	246,745.38	9,061.23	25.85%	
2410	PRINCIPALS	991,800.00	81,513.97	735,335.33	804,606.49	(69,271.16)	25.86%	
2510	BUSINESS OFFICE	279,950.00	20,538.42	184,860.60	183,183.54	1,677.06	33.97%	
2580	TECHNOLOGY	435,300.00	15,534.61	184,003.15	173,577.83	10,425.32	57.73%	
2610	PLANT OPERATION	1,198,500.00	74,518.66	990,017.09	938,610.71	51,406.38	17.40%	
2620	MAINTENANCE	958,800.00	44,321.50	540,120.01	621,980.40	(81,860.39)	43.67%	
2700	PUPIL TRANSPORTATION	403,025.00	18,862.65	316,348.62	282,295.17	34,053.45	21.51%	
3535	HIGH ABILITY LEARNERS	2,525.00	152.10	1,985.40	3,118.92	(1,133.52)	21.37%	
3540	STATE EARLY CHILDHOOD	63,700.00	5,295.18	47,812.71	20,229.21	27,583.50	24.94%	
3551	CTE EXTENSTION GRANT	9,520.00		7,432.75	8,551.00	(1,118.25)	21.92%	
3552	SAFETY AND SECURITY GRANT	0.00			14,462.50			
5000	DEBT SERVICES	40,000.00	2,995.50	26,959.50	26,959.50	-	32.60%	
6200	TITLE I	388,250.00	32,512.72	290,508.53	287,588.67	2,919.86	25.17%	
6301	CLSD LITERACY GRANT	518,000.00	70,458.14	351,858.14		351,858.14	32.07%	
6310	TITLE II PART A	57,910.00	7,891.91	40,576.17	58,198.47	(17,622.30)	29.93%	
6406	IDEA PART B PRESCHOOL	8,400.00	709.37	6,384.33	6,361.92	22.41	24.00%	
6408	IDEA BASE/ENROLLMENT/POVERTY	341,575.00	30,020.14	288,922.57	277,097.25	11,825.32	15.41%	
6412	NON-PUBLIC SPED	39,309.00	1,420.83	37,101.95	35,170.96	1,930.99	5.61%	
6418	PEAK GRANT	10,000.00			10,727.75	(10,727.75)		
6421	IDEA BASE-ARP	0.00				-		
6423	IDEA NON PUBLIC -ARP	0.00				-		
6700	PERKINS	600.00				-		
6968	TITLE IV, PART B, NCLB 21ST CENTURY	227,230.00	22,559.05	177,155.36	163,710.72	13,444.64	22.04%	
6988	EXTENDED CLUBS					-		
6989	SUMMER CLUBS					-		
6990	PROJECT AWARE	182,340.00	17,602.58	166,243.09	73,439.84	92,803.25	8.83%	
6994	HOMELESS GRANT							
6996	ESSERS/CARES GRANT	0.00				-		
6997	ESSERS II	0.00				-		
6998	ESSERS III	0.00				-		
	SUBTOTAL	20,771,654.00	1,545,393.74	14,447,451.71	13,895,407.72	566,506.49	15.80%	22.98%
	TRANSFER TO FUND							
	TOTAL DISBURSEMENTS:	20,771,654.00	1,545,393.74	14,447,451.71	13,895,407.72			

	Balance on hand District Treasury 8-31-25	5,217,886.47						
	Receipts through: 8-31-2026	18,138,817.89						
	TOTAL BALANCE & RECEIPTS	23,356,704.36						
	Outstanding warrants 8-31-2025	1,335,508.65						
	Warrants issued through: 8-31-2026	14,447,451.71						
	TOTAL WARRANTS	15,782,960.36						
	BALANCE	7,573,744.00						
	Balance in District Treasury	7,776,229.61 *						
	Outstanding warrants	202,700.33						
	Vendor Credit	214.72						
	BALANCE	7,573,744.00						

Activity Fund Balance Report - Summary - Exclude Encumbrances

05/2026 - 05/2026

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

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0001	HS FOOTBALL BALANCE	4,826.69	3,005.75	0.00	0.00	1,820.94
05 704 0003	MS FOOTBALL BALANCE	(1,692.25)	3,137.30	0.00	0.00	(4,829.55)
05 704 0004	HS BOYS BASKETBALL BALANCE	(963.68)	0.00	60.00	0.00	(903.68)
05 704 0006	MS GIRLS BASKETBALL BALANCE	27.00	0.00	0.00	0.00	27.00
05 704 0007	MS BOYS BASKETBALL BALANCE	327.90	0.00	0.00	0.00	327.90
05 704 0008	HS TRACK BALANCE	(618.61)	470.00	0.00	0.00	(1,088.61)
05 704 0009	NC INVITATIONAL TRACK BALANCE	4,698.31	0.00	0.00	0.00	4,698.31
05 704 0010	YOUTH GIRLS BB BALANCE	3,220.89	0.00	0.00	0.00	3,220.89
05 704 0011	MS TRACK BALANCE	0.00	824.00	731.00	0.00	(93.00)
05 704 0012	HS WRESTLING BALANCE	1,673.02	0.00	175.00	0.00	1,848.02
05 704 0013	MS WRESTLING BALANCE	(392.97)	117.70	100.00	0.00	(410.67)
05 704 0014	HS & MS CROSS COUNTRY BALANCE	2,476.55	0.00	0.00	0.00	2,476.55
05 704 0015	HS UNIFORMS	(9,860.95)	0.00	0.00	0.00	(9,860.95)
05 704 0016	HS GIRLS BASKETBALL BALANCE	290.15	0.00	0.00	0.00	290.15
05 704 0018	HS VOLLEYBALL BALANCE	2,229.37	0.00	0.00	0.00	2,229.37
05 704 0019	MS UNIFORMS	(8,108.50)	0.00	0.00	0.00	(8,108.50)
05 704 0020	MS VOLLEYBALL BALANCE	813.00	0.00	0.00	0.00	813.00
05 704 0021	HS BOYS TENNIS BALANCE	118.37	0.00	0.00	0.00	118.37
05 704 0022	HS GIRLS TENNIS BALANCE	1,664.63	0.00	100.00	0.00	1,764.63
05 704 0023	UNIFIED ACTIVITIES	1,835.83	0.00	157.09	0.00	1,992.92
05 704 0024	HS BOYS GOLF BALANCE	2,494.00	344.89	780.00	0.00	2,929.11
05 704 0025	FFA BALANCE	13,326.63	2,408.90	144.78	0.00	11,062.51
05 704 0026	FCCLA BALANCE	16,676.48	3,855.48	2,544.00	0.00	15,365.00
05 704 0027	PIONNER YOUTH BOYS BASKETBALL BALANCE	126.24	0.00	0.00	0.00	126.24
05 704 0028	NS BOOK FUND BALANCE	(3,289.90)	0.00	132.02	0.00	(3,157.88)
05 704 0030	MUSICAL BALANCE	8,197.53	0.00	1,085.35	0.00	9,282.88
05 704 0032	MS CONCESSIONS BALANCE	2,512.35	0.00	306.75	0.00	2,819.10
05 704 0033	MS STUDENT FEES	10,411.31	334.35	346.00	0.00	10,422.96
05 704 0035	MS POP BALANCE	1,586.35	0.00	275.00	0.00	1,861.35
05 704 0037	MS BAND RESALE BALANCE	3,976.51	0.00	60.00	0.00	4,036.51
05 704 0038	MS WRESTLING CLUB BALANCE	3,206.91	0.00	0.00	0.00	3,206.91
05 704 0039	PIONEER FOOTBALL BALANCE	403.87	0.00	0.00	0.00	403.87
05 704 0040	WEIGHTLIFTING BALANCE	421.95	0.00	0.00	0.00	421.95
05 704 0041	MS TRACK CLUB BALANCE	483.77	0.00	0.00	0.00	483.77
05 704 0043	HW BOOK FUND BALANCE	1,552.61	0.00	24.84	0.00	1,577.45
05 704 0045	CHEERLEADERS BALANCE	(5,652.93)	0.00	5,678.54	0.00	25.61

Activity Fund Balance Report - Summary - Exclude Encumbrances

05/2026 - 05/2026

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

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0046	CLASS OF 2027 BALANCE	1,367.08	0.00	0.00	0.00	1,367.08
05 704 0047	MS BAND TRIP BALANCE	352.00	0.00	195.00	0.00	547.00
05 704 0048	SPEECH CONTEST BALANCE	659.25	0.00	0.00	0.00	659.25
05 704 0049	DRAMA ACTIVITY BALANCE	1,250.34	0.00	0.00	0.00	1,250.34
05 704 0050	MS STUDENT COUNCIL BALANCE	9,813.02	2,978.92	1,097.00	0.00	7,931.10
05 704 0051	HS STUDENT COUNCIL BALANCE	2,771.59	0.00	0.00	0.00	2,771.59
05 704 0052	JOURNALISM BALANCE	11,809.38	5,164.00	1,510.00	0.00	8,155.38
05 704 0054	ART CLUB BALANCE	1,563.81	0.00	0.00	0.00	1,563.81
05 704 0056	NATIONAL HONOR SOCIETY BALANCE	(1,019.05)	133.10	0.00	0.00	(1,152.15)
05 704 0057	DISTRICT ACTIVITY FUND BALANCE	5,848.49	3,030.94	222.14	0.00	3,039.69
05 704 0058	HS BAND ACTIVITY BALANCE	872.77	0.00	1,065.87	0.00	1,938.64
05 704 0059	6TH GRADE BAND BALANCE	(985.68)	0.00	0.00	0.00	(985.68)
05 704 0060	HS BOOK SALES BALANCE	4,390.27	0.00	41.00	0.00	4,431.27
05 704 0061	HS SCIENCE GRANT BALANCE	2.02	0.00	0.00	0.00	2.02
05 704 0062	HS QUIZ BOWL BALANCE	200.00	0.00	0.00	0.00	200.00
05 704 0063	MS QUIZ BOWL BALANCE	176.06	0.00	0.00	0.00	176.06
05 704 0064	HS SCIENCE CLUB BALANCE	1,007.85	112.79	80.00	0.00	975.06
05 704 0068	HS CONCESSIONS BALANCE	32,416.07	5,917.70	1,809.10	0.00	28,307.47
05 704 0069	PRECORDERS BALANCE	695.68	0.00	0.00	0.00	695.68
05 704 0070	VARSITY CLUB BALANCE	11,791.62	0.00	0.00	0.00	11,791.62
05 704 0071	WELLNESS BALANCE	8,637.92	0.00	0.00	0.00	8,637.92
05 704 0072	DRIVER EDUCATION BALANCE	12,119.78	0.00	0.00	0.00	12,119.78
05 704 0073	MS SHOP ACTIVITY BALANCE	1,322.03	0.00	0.00	0.00	1,322.03
05 704 0077	HS GOLF FUNDRAISING	519.45	0.00	0.00	0.00	519.45
05 704 0078	HS WRESTLING FUNDRAISER	3,898.32	0.00	0.00	0.00	3,898.32
05 704 0079	HORTICULTURE BALANCE	603.27	0.00	0.00	0.00	603.27
05 704 0082	NC DRUG FEE BALANCE	221.10	0.00	0.00	0.00	221.10
05 704 0083	ATHLETIC TRAINER SUPPLIES BALANCE	(4,162.00)	0.00	0.00	0.00	(4,162.00)
05 704 0085	HW PURPLE JAM BALANCE	500.32	0.00	0.00	0.00	500.32
05 704 0086	SUMMER SB LEAGUE BALANCE	(16.75)	0.00	0.00	0.00	(16.75)
05 704 0087	HAYWARD FUNDRAISER BALANCE	1,765.39	1,061.60	1,080.80	0.00	1,784.59
05 704 0088	MS BOOK SALES BALANCE	(1,904.15)	0.00	0.00	0.00	(1,904.15)
05 704 0090	VOLLEYBALL CLUB BALANCE	4,910.05	4,175.00	0.00	0.00	735.05
05 704 0091	GIRLS SOCCER CLUB BALANCE	5,964.84	0.00	0.00	0.00	5,964.84
05 704 0092	CLASS OF 2028 BALANCE	31.89	0.00	0.00	0.00	31.89
05 704 0093	FBLA BALANCE	232.96	0.00	5.00	0.00	237.96

Activity Fund Balance Report - Summary - Exclude Encumbrances

05/2026 - 05/2026

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

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0095	HS ENGLISH BALANCE	291.86	0.00	0.00	0.00	291.86
05 704 0096	PIONEER PERKS BALANCE	585.13	0.00	0.00	0.00	585.13
05 704 0097	NS FUNDRAISER BALANCE	1,830.41	0.00	58.10	0.00	1,888.51
05 704 0098	BBB SUMMER LEAGUE BALANCE	4,578.71	800.00	0.00	0.00	3,778.71
05 704 0099	DISTRICT WELLNESS BALANCE	3,319.97	0.00	0.00	0.00	3,319.97
05 704 0101	PIONEER CROSS COUNTRY BALANCE	831.98	0.00	0.00	0.00	831.98
05 704 0103	DISTRICT II MUSIC CONTEST BALANCE	633.54	0.00	0.00	0.00	633.54
05 704 0104	HS SCIENCE SCHOLARSHIP BALANCE	151.51	0.00	0.00	0.00	151.51
05 704 0105	HS SOCCER BALANCE	1,215.05	140.00	1,146.00	0.00	2,221.05
05 704 0106	BOYS TENNIS CLUB BALANCE	(219.34)	0.00	0.00	0.00	(219.34)
05 704 0107	HS GIRLS GOLF BALANCE	2,713.78	0.00	0.00	0.00	2,713.78
05 704 0108	EXPRESSIONS BALANCE	3,685.60	0.00	1,265.25	0.00	4,950.85
05 704 0110	MS VOCAL BALANCE	190.00	0.00	0.00	0.00	190.00
05 704 0111	HS SPED BALANCE	2,324.27	318.39	200.00	0.00	2,205.88
05 704 0112	SUMMER GBB BALANCE	2,297.25	400.00	0.00	0.00	1,897.25
05 704 0115	GIRLS TENNIS CLUB BALANCE	(1,246.21)	0.00	0.00	0.00	(1,246.21)
05 704 0116	STUDENT FEE DONATION BALANCE	707.00	0.00	0.00	0.00	707.00
05 704 0117	BOYS SOCCER CLUB BALANCE	1,001.32	0.00	0.00	0.00	1,001.32
05 704 0118	Girls Wrestling Club Balance	2,104.28	0.00	0.00	0.00	2,104.28
05 704 0121	CLASS OF 2026 BALANCE	450.90	0.00	0.00	0.00	450.90
05 704 0123	HS SOFTBALL BALANCE	962.47	0.00	0.00	0.00	962.47
05 704 0124	CD/INTEREST BALANCE	(3,140.09)	0.00	338.30	0.00	(2,801.79)
05 704 0125	HS BASEBALL BALANCE	(758.56)	275.00	715.00	0.00	(318.56)
05 704 0126	MUSIC TRIP BALANCE	1,247.70	0.00	0.00	0.00	1,247.70
05 704 0127	HAL BALANCE	370.46	0.00	0.00	0.00	370.46
05 704 0128	BASEBALL CLUB BALANCE	4,487.65	0.00	325.00	0.00	4,812.65
05 704 0130	HS SOUND SYSTEM BALANCE	846.25	0.00	0.00	0.00	846.25
05 704 0131	SUMMER SCHOOL BALANCE	7,866.02	0.00	1,800.00	0.00	9,666.02
05 704 0132	HS ART FEES BALANCE	5,654.61	0.00	340.00	0.00	5,994.61
05 704 0133	HS SPANISH FEES BALANCE	278.72	0.00	0.00	0.00	278.72
05 704 0135	MS ART FEES BALANCE	1,905.70	0.00	0.00	0.00	1,905.70
05 704 0136	MS IT FEES BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0137	HS FOOD FEES BALANCE	(382.75)	438.42	200.00	0.00	(621.17)
05 704 0138	COLLEGE TUITION FEES BALANCE	735.17	0.00	0.00	0.00	735.17
05 704 0139	MATH TECHNOLOGY BALANCE	2,149.35	0.00	0.00	0.00	2,149.35
05 704 0140	Education Quest	10,572.73	1,794.50	0.00	0.00	8,778.23

Activity Fund Balance Report - Summary - Exclude Encumbrances

05/2026 - 05/2026

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

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0141	CO BALANCE	21,271.71	1,743.69	3,012.59	0.00	22,540.61
05 704 0144	PIONEER PETE BALANCE	2,040.97	100.00	0.00	0.00	1,940.97
05 704 0145	HS TRACK CLUB BALANCE	317.28	0.00	750.00	0.00	1,067.28
05 704 0148	MS PIONEER HONOR SOCIETY BALANCE	1,722.37	0.00	0.00	0.00	1,722.37
05 704 0150	MS VOLLEYBALL CLUB BALANCE	569.53	0.00	0.00	0.00	569.53
05 704 0152	ACTIVITY ADMIN. BALANCE	5,695.31	0.00	0.00	0.00	5,695.31
05 704 0157	TECHNOLOGY BALANCE	26,935.67	108.00	475.00	0.00	27,302.67
05 704 0158	MS LIFE SKILLS BALANCE	3,545.06	365.22	26.60	0.00	3,206.44
05 704 0159	CA CONSTRUCTION BALANCE	5,975.09	0.00	0.00	0.00	5,975.09
05 704 0160	CLASS OF 2029 BALANCE	237.00	0.00	0.00	0.00	237.00
05 704 0161	CA WELDING BALANCE	861.34	0.00	60.00	0.00	921.34
05 704 0162	CA-INFORMATION TECHNOLOGY BALANCE	600.59	0.00	0.00	0.00	600.59
05 704 0163	YOUTH TENNIS CLUB BALANCE	747.30	0.00	0.00	0.00	747.30
05 704 0164	JAG BALANCE	431.61	0.00	0.00	0.00	431.61
05 704 0165	ESPORTS BALANCE	1,125.73	0.00	0.00	0.00	1,125.73
05 704 0166	TURF AND DIRT BALANCE	0.00	0.00	0.00	0.00	0.00
Fund Total: 05		310,944.42	43,555.64	30,518.12	0.00	297,906.90

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

		5/1/2026	Board Meeting Mileage Sheet							
DATE										
PURCHASED	YEAR	TRADE NAME	STYLE	NUMBER	BODY TYPE	CAPACITY	VEHICLE ID#	CYLINDERS	LICENSE #	MILEAGE
11/19/2007	2007	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31L27DA62220	8	53028	205304
1/4/2008	2007	CHEVY	VAN	TAN	ES UPLANDER	7	1GNDV23107D159355	6	51495	188191
6/26/2018	2013	FORD	PICKUP	RED	F150	5	1FTFW1EF1DKF26059	8	58436	151865
7/22/2009	2008	CHEVY	VAN	RED	UPLANDER LS	7	1GNDV23128D130117	6	51678	199204
8/17/2009	2001	CHEVY	VAN	WHITE	EXPRESS	2	1GCHG35R111152386	6	51494	116356
9/23/2009	2009	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31LX9DA54328	6	53021	102921
11/16/2012	2011	DODGE VAN	VAN	SILVER	GRAND CARAVAN	5	2D4RN3DG9BR628362	6	56540	186829
12/17/2021	2016	CHEVY	SPED BUS	YELLOW	MICRO BIRD	13	1GB3G3BG5F1127886	8	60892	86920
4/25/2022	2014	DODGE VAN	VAN	NAVY	GRAND CARAVAN	6	2C4RDGBG4ER353286	6	60384	102455
6/2022	2019	DODGE VAN (SPED)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGBG6HR735999	6	60884	42904
5/2022	2013	CHEVY VAN	VAN	WHITE	EXPRESS	10	1GAWGPFA7D1176079	6	60382	43325
12/2022	2019	DODGE VAN (Activity)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGEG1KR739509	6	60890	95489
11/1/2023	2021	NISSAN VAN	VAN	SILVER	VAN	10	5BZAF0AA8MN850607	6	60902	81944
11/2023	2023	CHEVY	TRUCK	WHITE	2500 HD	3	1GC0YLE70PF209343	8	60898	26555
12/2023	2023	FORD	VAN	WHITE	TRANSIT	10	1FBAX2C89PKB95953	8	62998	11936
7/2024	2024	FORD	SUV	BLACK	EXPEDITION	6	1FMJK1J83REA51268	8	68001	15769
7/2024	2019	DODGE VAN	VAN	DARK GRAY	GRAND CARAVAN	6	2C4RDGEG2KR571430	6	56539	79500
2/1/2026	2025	CHEVY	BUS	YELLOW	MICRO BIRD	14	1GB3GSB72S1249965	6	63223	699



DIVERSIFIED
SAFETY & COMPLIANCE

S E R V I C E P R O P O S A L

DOT Compliance & Safety Services

Prepared For

Nebraska City Public Schools

1700 14th Avenue

Nebraska City, NE 68410

Attn: Mark Fritch, Superintendent of Schools

February 16, 2026

Introduction

Diversified Safety & Compliance is your single-source partner for DOT safety and regulatory compliance. We bring together everything employers need under one roof — including drug and alcohol testing, DOT physicals, FMCSA Clearinghouse administration, and Driver Qualification File (DQF) management.

Our integrated model reduces employer risk, improves compliance visibility, and simplifies program administration. Instead of coordinating multiple vendors, you work with one experienced team responsible for helping you keep your program complete, current, and compliant.

We operate from our Lincoln, Nebraska clinic and office and provide 24/7/365 mobile testing services. On-site collections reduce employee downtime, lower post-incident risk, and minimize productivity loss. Most mobile collections are completed within 10–15 minutes so your drivers can return to work quickly and safely.

Service Offerings

DOT Drug & Alcohol Testing

- Fully managed DOT drug and alcohol testing programs
- Coverage for all required testing events:
 - ✓ Pre-employment
 - ✓ Random
 - ✓ Post-accident
 - ✓ Reasonable suspicion
 - ✓ Return-to-duty
 - ✓ Follow-up testing
- DOT Consortium enrollment and third-party administrator (TPA) management
- 24/7/365 mobile collection services dispatched directly to your worksite
- Clinic-based testing available in Lincoln, NE
- Certified laboratory analysis with independent Medical Review Officer (MRO) verification
- Fast turnaround and clear employer reporting

DOT Physicals & Occupational Health

- DOT and Non-DOT physical examinations by certified medical examiners
- Pre-employment and post-offer physicals
- Return-to-duty and fit-for-duty evaluations
- Audiograms and related occupational screening services
- Coordinated documentation and compliance tracking

FMCSA Clearinghouse Administration

- Complete Clearinghouse program management for CDL employers
- Full and limited queries performed and documented
- Annual compliance monitoring and query scheduling
- FMCSA portal registration and C/TPA designation support
- Driver account setup and consent assistance
- Ongoing status monitoring and reporting

Driver Qualification File (DQF) Management

- Initial DQF creation and full compliance audit per 49 CFR 391.51
- Driver file setup and document collection support
- Ongoing monthly monitoring and compliance tracking
- Automated expiration alerts and employer notifications
- Annual and pre-employment MVR ordering and review
- Secure terminated-driver file storage per DOT retention rules

Supervisor Reasonable Suspicion Training

- DOT-required Reasonable Suspicion Supervisor Training (2-hour)
- Alcohol and controlled substance awareness training
- Meets federal requirements under 49 CFR Part 382
- Live in-person or online training sessions for convenience
- Up to 15 attendees per session
- Designated Employer Representative (DER) training and certification available

Pricing Overview — Standard Rates

The following rates reflect our standard service pricing for Empire Netting & Fence. All DOT drug screens include specimen collection, laboratory analysis, and Medical Review Officer (MRO) review.

Drug & Alcohol Testing

Service	Rate
DOT Drug Screen — Mobile / On-Site	\$95 per test
DOT Drug Screen — Clinic	\$75 per test
DOT Breath Alcohol Test	\$55 per test
Confirmation Alcohol Test	\$55 per test
Annual DOT Consortium Membership	\$129 per year

DOT Physicals

Service	Rate
DOT Physical — Consortium Member Rate	\$125 per exam
DOT Physical — Revisit / Re-exam	\$55 per exam

Emergency Call-Out & Travel

Service	Rate
Emergency Call-Out — Daytime (7 AM – 7 PM)	\$75 per dispatch
Emergency Call-Out — After Hours (7 PM – 7 AM)	\$125 per dispatch
Mileage — Outside Lincoln	\$0.70 per mile

FMCSA Clearinghouse Services

Service	Rate
Company Setup & Onboarding	\$150 one-time
Driver Account Setup	\$35 per driver
Full Query (Pre-Employment)	\$35 per query
Limited Query (Annual)	\$35 per driver

Driver Qualification File (DQF) Management

Service	Rate
Company Onboarding & Initial Audit	\$50 one-time
Driver File Setup	\$25 per driver
Ongoing Monthly DQF Management	\$18 per driver / month
Terminated File Storage	\$10 per file / month
MVR Pull & Review	\$20 per driver + state fees

Training & Consulting

Service	Rate
Supervisor Reasonable Suspicion Training	\$250 per session
DER Training & Certification	\$150 per session

Why Diversified Safety & Compliance

Diversified Safety & Compliance serves as your dedicated compliance partner — not just a testing vendor. We manage the moving parts of your DOT program so your team can stay focused on operations.

- ✓ Single point of contact for all DOT compliance services
- ✓ Reduced risk through integrated oversight
- ✓ Faster response and 24/7 mobile availability
- ✓ Proactive monitoring and expiration alerts
- ✓ Streamlined administration and reporting
- ✓ Cost savings through bundled services

This integrated approach ensures nothing falls through the cracks. We are confident you will find Diversified Safety & Compliance to be a reliable, responsive, and cost-effective compliance partner.

Closing

We appreciate the opportunity to support Empire Netting & Fence. We're confident our team, systems, and service model will deliver measurable value and dependable compliance support.

If you would like to proceed with or customize this program based on your driver count and testing volume, we are ready to assist.

Respectfully,



Tom Nesbitt

General Manager
Diversified Safety & Compliance
402-252-5144 (Office)
402-499-1725 (Cell)
tom@diversifiedsafety.com

4002

Drug Free Workplace

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

An employee must notify his/her supervisor of any conviction of a criminal drug statute for a violation occurring in the workplace within five days. The failure to report such a conviction will be grounds for dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

Adopted on: December 12, 2016

Revised on:

Reviewed on: March 8, 2021; June 12, 2023

4004

Employment of Relatives, Domestic Partners and Significant Others

It is in the school district's best interest to hire the best qualified candidate for employment. However, the district must use sound judgment in hiring and placing employees who are closely related, reside together as domestic partners, or are involved in close relationships for the following reasons: avoiding conflict of interest and the appearance of a conflict of interest; avoiding favoritism and the appearance of favoritism; promoting collegiality among employees; minimizing lost productivity; easing the task of managing employees; avoiding friction and conflict when marriages or relationships break down; and avoiding claims of sexual harassment.

For the purposes of this policy, the term "relative" refers to a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. "Domestic partner" refers to individuals who reside in the same household and are involved in a relationship, who may hold themselves out to the public as marital partners, but who are not legally married. "Significant others" refers to individuals who are dating or engaged to be married but may or may not reside together. This policy applies to all categories of employment including regular, temporary, and part-time classifications.

Generally, an employee's relative, domestic partner, or significant other should not be hired to work in the same department as the employee or in any other position in which the district believes a conflict or the appearance of a conflict may exist. Relatives, domestic partners, and significant others are permitted to work at the district provided one does not report directly to, supervise, or manage the other. The superintendent and/or board may make exceptions to this general rule.

Employees in a supervisory-subordinate relationship or employed in the same department who marry, become domestic partners, or become significant others while employed will be treated in accordance with these guidelines, and one of the employees will be transferred at the earliest practicable time. The transfer will be voluntary when possible. When a voluntary transfer is not possible, the superintendent will make the decision based upon the importance of each job, the needs of the district, and the availability of candidates to fill either position. The district shall endeavor to place the transferred

employee in a position which is similar in terms of pay and benefits. The superintendent and/or Board may make exceptions to this general rule.

Adopted on: December 12, 2016

Revised on:

Reviewed on: March 8, 2021; June 12, 2023

4006
Insurance

The school district shall provide workers' compensation insurance for the protection of the district and its employees, and such other insurance as the Board deems appropriate or has agreed to provide pursuant to a contract or collective bargaining agreement.

Adopted on: December 12, 2016

Revised on:

Reviewed on: March 8, 2021; June 12, 2023

4007

Personnel Records

The district shall maintain a personnel file regarding each employee. All materials in a personnel file, except for employment references and information that was gathered in the process of assessing an applicant for hiring, shall be available to the employee for review within a reasonable period of time of the employee's request. Employees (or individuals to whom employees have given written authorization) may inspect the contents of their personnel files only in the presence of an administrator or a person designated by the administration.

An employee may respond to any document(s) in his or her personnel file by submitting a written response to the person responsible for keeping the file, who shall attach the response to file copies of the disputed document.

No person other than school officials engaged in their professional duties shall be granted access to employees' personnel files, and the contents of such files shall not be divulged in any manner to any unauthorized person. An attorney acting on behalf of the Board of Education or administration is deemed to be a school official.

Adopted on: December 12, 2016

Revised on:

Reviewed on: March 8, 2021; June 12, 2023

4009
Restrictions on Employees Receiving Gratuities

An employee who, because of his or her employment by the school district, receives any bonus merchandise or gift with a value over \$ 100.00 must disclose the receipt of such gift to the superintendent, who will then report that gift to the Board. The superintendent, at his or her discretion, may require that the gift become the property of the district. No certificated staff member may accept any gift which will impair the professional judgment of the recipient.

Employees are directed to discourage merchants from offering bonus paraphernalia in exchange for the school's patronage.

Adopted on: December 12, 2016

Revised on:

Reviewed on: February 8, 2021; June 12, 2023

4022

Certification and Endorsements

All educators must be duly certified by the Nebraska Department of Education in accordance with the Department's rules and the laws of Nebraska. They must file copies of their teaching certificates, including endorsements, with the superintendent of schools, and must promptly file any changes in certification or endorsements. Certified employees are required to maintain all their endorsements, and may not permit any endorsement to lapse or remove it from their certificates. The Board or superintendent may require a certified employee to obtain a new endorsement when it is deemed necessary for the benefit of the school district and/or to comply with federal or state requirements.

Adopted on: December 12, 2016

Revised on:

Reviewed on: February 8, 2021; June 12, 2023

4032

Professional Growth

Every six years, permanent certificated employees shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth.

The Board of Education believes the goal of professional self-improvement to be inherent in the responsibilities of each certificated district employee.

Other professional growth activities which may count toward the six-year requirement include non-credit courses, lecture series, workshops, conferences, study groups, local in-service courses, committee service, supervising a student teacher, serving with professional groups, travel of significant educational value, and membership in professional organizations. The employee must receive prior approval from the building principal for any of these activities to count toward professional growth.

No professional growth units will be awarded if the applicant has been paid for a non-college activity either by released time or by an additional amount paid by the school district.

One unit of professional growth credit will generally be equivalent to sixteen hours of district approved time spent on an educational activity.

Adopted on: December 12, 2016

Revised on: April 12, 2021

Reviewed on: June 12, 2023

4034
Staff Handbook

The superintendent or designee shall annually formulate, review and revise a staff handbook that will contain information about the district's employment policies and practices. The staff handbook is an extension of these policies and has the force and effect of board policy when approved by the Board of Education.

Adopted on: December 12, 2016

Revised on:

Reviewed on: April 12, 2021; June 12, 2023

6038

Artificial Intelligence

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

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

1. Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used. Individual teachers will decide for each individual assignment the extent to which students may use AI Tools for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.
2. Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.
3. If a student uses any AI Tools in connection with a school assignment, the student must comply with the following:
 - a. The student must explicitly disclose to the teacher in writing that the student used an AI Tool and the specific AI Tool used.
 - b. In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give proper attribution to the AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not

necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.

- c. In no instance may the output from one or more AI Tools be copied and placed within a student's work as if the student wrote such section himself or herself. For example and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.
- 4. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.
 - 5. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

Adopted on: August 14, 2023

Revised on:

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

Nebraska City Public Schools
Mark Fritch, Superintendent
Brenda Wieckhorst, Business Manager
Limited Tax Obligation Bonds, Series 2026
Qualified Capital Purpose Undertaking Fund ("QCPUF") Project
Possible Timeline

May 11, 2026	Board approves bond resolution and related proceedings
June 15, 2026	Preliminary Official Statement ("POS") approved for distribution
July 14, 2026	Preliminary Pricing
July 15, 2026	Davidson markets the bonds
July 16, 2026	Davidson and School District sign Bond Purchase Agreement ("BPA")
August 4, 2026	Bond Closing and transfer of funds

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(402) 397-5777
(800) 206-7523
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dadavidson.com
D.A. Davidson & Co. member SIPC

February 25, 2026

Mark Fritch, Superintendent
Otoe County School District 0111
(Nebraska City Public Schools)
1700 14th Avenue
Nebraska City, NE 68410

Re: Underwriter Engagement Agreement and Disclosures

Dear Mark:

On behalf of D.A. Davidson & Co. (“us” or “Davidson” or “we”), we are writing concerning the potential issuance of Limited Tax General Obligation Bonds (Qualified Capital Purpose Undertaking Fund), Series 2026 (the “Securities”). This letter confirms that Otoe County School District 0111 (Nebraska City Public Schools) in the State of Nebraska (“Issuer” or “you”) engages us as underwriter for the proposed offering and issuance of the Securities, subject to the conditions and limitations described below.

This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Davidson as an underwriter respecting the Securities, this engagement is subject to any applicable procurement laws and the formal approval of Davidson as underwriter by your board or governing body, and is also subject to mutual agreement as to the final structure for the Securities and the terms of a bond purchase agreement. This engagement does not restrict you from using other underwriters respecting the Securities or any other municipal securities transaction or prevent you from delaying or cancelling the issuance of the Securities or selecting an underwriting syndicate that does not include Davidson.

The Issuer has engaged Davidson to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Securities. As an underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the Securities. Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing conflicts of interest. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

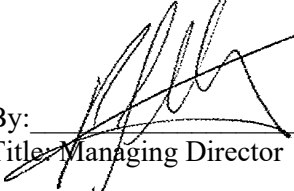
It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately. We wish to receive your written acknowledgement that you

have received the disclosures attached as Exhibit A and that this engagement is approved. Accordingly, please send me an email to that affect, or sign and return this letter to me by email. If you have any questions or concerns about anything in this letter, please make those questions or concerns known immediately to us at the contact information below. In addition, you should consult with your own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A. DAVIDSON & CO.

By:  _____
Title: Managing Director

Accepted this ____ day of _____, 2026

**OTOE COUNTY SCHOOL DISTRICT 00111
(NEBRASKA CITY PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA**

By: _____
Title: _____

EXHIBIT A

Set forth below are certain regulatory disclosures that we are required to send to you under rules of the Municipal Securities Rulemaking Board (MSRB) and the Securities Exchange Commission.

1. Dealer-Specific Conflicts of Interest Disclosures

Davidson has not identified any actual or potential material conflicts¹ that require disclosure.

2. Transaction-Specific Disclosures

Since Davidson has not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Securities are not required under MSRB Rule G-17. The disclosures provided herein may be supplemented to provide disclosure of material financial characteristics and material financial risks of the Securities, if later warranted.

3. Standard Disclosures

A. Disclosures Concerning the Underwriters’ Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal Issuers and Investors.
- (ii) An underwriter’s primary role is to purchase the Securities with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
- (v) The underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Securities to investors at prices that are fair and reasonable.
- (vi) The underwriter will review the official statement for the Securities in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²

¹ Reference to *potential* material conflicts throughout this letter, refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter’s obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

B. Disclosures Concerning the Underwriters' Compensation:

- (i) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Securities. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

4. Questions and Acknowledgment.

Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

**EXTRACT FROM MINUTES OF MEETING
OF THE BOARD OF EDUCATION
OF OTOE COUNTY SCHOOL DISTRICT 0111**

A meeting of the Board of Education of Otoe County School District 0111, in the State of Nebraska, was convened in open and public session at 6:00 o'clock p.m. on Monday, May 11, 2026, in the Board Room at Central Office, 1700 14th Ave, Nebraska City, Nebraska, in a publicly convened session, the same being open to the attendance of the public and having been preceded by advance publicized notice, said advance publicized notice having been given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended, and having set forth (a) the time, date, and place of this meeting; (b) that this meeting would be open to the attendance of the public; and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the "**Superintendent**"). A copy of the affidavit of publication of said advance publicized notice was ordered annexed to the minutes of this meeting and is attached hereto. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date, and place of the meeting. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

The following members were present: John Hodges, Brent Shannoltz, Stacie Higgins, Sally Schreiner, Jim Nemec, Kent Blum & Lisa Chaney
The following members were absent: Rob Elson and Pattie Lant.

A quorum being present and the meeting duly commenced, the following proceedings were had and done. At the beginning of the meeting, the President publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was posted for review and indicated the location of such copy in the room where the meeting was being held.

* * * *

Board Member Kent Blum introduced the following resolution and moved its adoption:

RESOLUTION

BE IT RESOLVED BY THE BOARD OF EDUCATION OF OTOE COUNTY SCHOOL DISTRICT 0111, IN THE STATE OF NEBRASKA, AS FOLLOWS:

Section 1. The President and Board of Education (the “Board”) of Otoe County School District 0111, in the State of Nebraska (the “District”), hereby find and determine as follows:

(a) The Board hereby finds and determines that it is necessary to address an actual or potential environmental hazard, accessibility barrier, life safety code violation, life safety hazard, school safety infrastructure concern, or mold existing in public school buildings of the District, as defined and described in Section 79-10,110.02, R.R.S. Neb., 2016, as amended, (the “Act”) and certain expenditures are needed for removal of actual or potential environmental hazards, accessibility barriers, correction of life safety code violations, correction of life safety hazards, school safety infrastructure concerns and mold abatement, all as defined and described in the Act, in public school buildings of the District; that modifications (including, but not limited to, repairs to the roof) for such removal of actual or potential environmental hazards, accessibility barriers, correction of life safety code violations, life safety hazards, school safety infrastructure concerns, and mold abatement and prevention (together, the “Project”) are necessary; that attached to this Resolution as Exhibit “A” is an itemized estimate of the amounts necessary to be expended for such Project (the “Estimate”); and that under the terms of the Act such Estimate may be presented to the County Clerk of Otoe County, Nebraska, on or before the date of delivery of the bonds authorized herein;

(b) The following matters are hereby determined:

(i). The modifications for removal of environmental hazards, accessibility barriers, correction of life safety code violations, correction of life safety hazards, correction of school safety infrastructure concerns, and mold abatement as described in this Section 1 and more particularly described on the itemized estimate attached hereto as Exhibit “A” are hereby designated as the projects for which the tax levy provided for by the Act will be expended.

(ii). The tax permitted to be levied pursuant to Section 79-10,110.02 of the Act will be expended to pay debt service on the bonds issued to pay all or a portion of the costs for the Project.

(iii). The tax permitted to be levied pursuant to Section 79-10,110.02 of the Act shall be levied over a period of not more than ten years commencing with the taxes to be levied for the 2026-2027 budget year and shall be in an aggregate amount not to exceed 3 cents per one hundred dollars of valuation on all the taxable property of the District for each such year, provided, that subject to such limitation, the tax hereby agreed to be levied shall be an amount sufficient to provide for the payment of principal and interest on the bonds herein authorized as the same fall due in accordance with the terms of this resolution (the “Resolution”).

(c) The Superintendent of the District is hereby directed to deliver the Estimate and a copy of this Resolution to the County Clerk of The County of Otoe, in the State of Nebraska, by no later than the date of delivery of the bonds authorized herein in pursuance of the Act.

(d) The District presently has \$515,000 of obligations outstanding which were issued under the Act (the “Outstanding Bonds”); that the taxable valuation of all the taxable property for the District as most recently determined is \$1,385,746,787; that the District is permitted, pursuant to Section 79-10,110.02 of the Act, to levy a tax of not to exceed 3 cents per one hundred dollars of taxable valuation

on all the taxable property of the District for the purposes of paying principal and interest on the bonds herein authorized and the Outstanding Bonds that such tax, when collected, will be sufficient to pay the principal of and interest on the bonds of this issue and the Outstanding Bonds as and when the same become due.

(e) All conditions, acts and things required to exist precedent to the issuance of the District's Limited Tax Building Improvement Bonds, Series 2026, in the principal amount of not to exceed \$1,300,000 (the "Bonds"; or, individually, a "Bond") under the terms of the Act do exist and have been done as required by law.

Section 2. There shall be and there is hereby ordered issued the negotiable bonds of this District to be designated as its "Limited Tax Building Improvement Bonds, Series 2026" in the aggregate principal amount of not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000) with said Bonds to mature and become due in such amounts and on such dates and in such years and bear interest at the rates per annum as shall be determined in a written designation (the "Designation") signed by any of the President or Secretary of the District or the Superintendent of Schools (each, an "Authorized Officer") on behalf of the Board of Education of the District and which may be agreed to by D.A. Davidson & Co. (the "Underwriter"), which Designation may also determine or modify the principal amount for each maturity of the Bonds, mandatory redemption provisions (if any), and pricing terms as set forth in Section 12 below, all within the following limitations:

- (a) the aggregate principal amount of the Bonds shall not exceed \$1,300,000, provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount;
- (b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of two percent (2.00%) of the stated principal amount of the Bonds;
- (c) the longest maturity of the Bonds may not be later than December 31, 2036;
- (d) the true interest cost on the Bonds shall not be more than 5.50%; and
- (e) two or more of the principal maturities may be combined and issued as "term bonds" and the Authorized Officer may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as "term bonds" shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated) or by the Depository (as hereinafter designated).

The Authorized Officers (or any one of them) are hereby authorized to make such determinations on behalf of the Board of Education of the District and to evidence the same by execution and delivery of the Designation and such determinations, when made and agreed to by the Underwriter, shall constitute the action of the Board of the District without further action of the Board.

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable semiannually on June 15 and December 15 of each year, commencing December 15, 2026 (or such other date or dates as designated in the Designation; each of said dates an "Interest Payment Date") and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding the next Interest Payment Date (or such other date as provided in the Designation, the "Record Date"), subject to the provisions of Section 4 hereof. The

Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be designated by the District's Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and unpaid interest accrued thereon due at maturity or at any date fixed for redemption prior to maturity shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The District and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the District nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the District and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. Unless as otherwise provided in the Designation, BOKF, National Association, in Lincoln, Nebraska, is hereby designated as Paying Agent and Registrar for the Bonds. Said Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the District and said Paying Agent and Registrar. The President and Secretary are hereby authorized to approve and execute said agreement. The District shall have the right to remove and replace the Paying Agent and Registrar in accordance with the terms of the Paying Agent and Registrar's Agreement. The Paying Agent and Registrar shall keep and maintain for the District books for the registration and transfer of the Bonds at its designated corporate trust office, initially located in Lincoln, Nebraska (the "Designated Office"). The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the principal corporate trust office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the District will deliver at its Designated Office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Resolution, one Bond may be transferred for several such Bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the District evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Bonds upon transfer of which they were delivered. The District and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday,

Sunday, legal holiday or a day on which banking institutions in the city where the Designated Office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. The Bonds shall be subject to redemption, in whole or in part, prior to maturity, at any time on or after the fifth anniversary of the date of original issue thereof (or such other date as provided in the Designation), at the principal amount thereof plus accrued interest to the date fixed for redemption. The District may select the Bonds to be redeemed in its sole discretion but the Bonds shall be redeemed only in principal amounts of \$5,000 or integral multiples thereof. Any Bond or Bonds redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Bond or Bonds evidencing the unredeemed principal thereof. Notice of optional redemption of any Bonds shall be given at the direction of the District by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address, and without further direction in the case of mandatory redemptions. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the Designated Office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the District designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the District shall have the right to direct further notice of redemption for any such Bond for which defective notice has been given. In the event term maturities and mandatory redemption amounts are determined in the Designation, the provisions of this Section 6 shall apply generally to mandatory redemptions. Any such mandatory redemptions shall be at the principal amount redeemed plus accrued interest to the date set for redemption.

Section 7. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
LIMITED TAX BUILDING IMPROVEMENT BOND
SERIES 2026
OF
OTOE COUNTY SCHOOL DISTRICT 0111
(NEBRASKA CITY PUBLIC SCHOOLS)**

No. _____ \$ _____

Interest Rate Maturity Date Date of Original Issue CUSIP No.

_____, 2026

Registered Owner:

Principal Amount: Dollars \$ _____)

KNOW ALL PERSONS BY THESE PRESENTS: That Otoe County School District 0111, in the State of Nebraska (the "District"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, at the rate per annum specified above payable semiannually on _____ and _____ of each year, commencing _____ (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof due at maturity or upon redemption prior to maturity, together with unpaid interest accrued thereon, is payable upon presentation and surrender of this bond at the principal corporate trust office of BOKF, National Association, located in Lincoln, Nebraska, the Paying Agent and Registrar. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the next Interest Payment Date, to such owner's address as shown on such books and records (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

The District, however, reserves the right and option of redeeming bonds of this issue, in whole or in part, at any time on or after the fifth anniversary of the date of original issue thereof, at the principal amount thereof plus accrued interest to the date fixed for redemption. The District may select the bonds to be redeemed in its sole discretion but bonds shall be redeemed only in principal amounts of \$5,000 or integral multiples thereof. Notice of such redemption shall be given by mail, sent to the registered owner of any bond called for redemption at said registered owner's address in the manner provided in the resolution authorizing said bonds.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$ _____), of even date and like tenor except as to denomination, date of maturity and rate of interest, which were issued by said District for the purpose of paying the cost of removal of potential or actual environmental hazards, accessibility barriers, correction of life safety code violations, correction of life safety hazards, correction of school safety infrastructure concerns, and mold abatement in buildings of the

District, all in accordance with the provisions of Section 79-10,110.02, R.R.S. Neb. 2016, as amended ("Section 79-10,110.02"). Said bond is issued pursuant to a resolution duly adopted by the Board of Education of the District (the "Resolution").

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the designated corporate trust office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same total principal amount and interest rate and maturity will be issued to the transferee as provided in the Resolution subject to the limitations therein prescribed. The District, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all other purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

This bond shall not be valid and binding on the District until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of this District, including this bond, does not exceed any limitation imposed by law. The District agrees that it shall cause to be levied and collected annually a special levy of taxes, subject to the limitation set forth in Section 79-10,110.02, on all the taxable property in said District for the purpose of paying and sufficient to pay the principal of and interest on this bond as and when such principal and interest become due. **THIS BOND IS A LIMITED OBLIGATION OF THE DISTRICT PAYABLE SOLELY FROM TAXES LEVIED FROM YEAR TO YEAR PURSUANT TO SECTION 79-10,110.02 AND THE SINKING FUND ACCUMULATED FROM SUCH TAXES.**

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IN WITNESS WHEREOF, the Board of Education of said District has caused this bond to be executed on behalf of the District by being signed by the President and Secretary of said Board, both of which

signatures may be facsimile signatures, all as of the date of original issue specified above.

OTOE COUNTY SCHOOL DISTRICT 0111
IN THE STATE OF NEBRASKA

By: _____
President

ATTEST

Secretary

Certificate of Authentication

This bond is one of the bonds authorized by the resolution of the Board of Education of Otoe County School District 0111, in the State of Nebraska, described in the foregoing bond.

BOKF, National Association
Lincoln, Nebraska
Paying Agent and Registrar

By: _____
Authorized Signature

(Form of Assignment)

For value received _____
hereby sells, assigns and transfers unto _____ (Social
Security or Taxpayer I.D. No. _____) the within bond and hereby irrevocably constitutes and
appoints _____, attorney, to transfer the same on the books of
registration in the designated corporate trust office of the within mentioned Paying Agent and Registrar with
full power of substitution in the premises.

Dated: _____

Registered Owner(s)

Signature Guaranteed

By _____

Authorized Officer(s)

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New

York, Midwest or other stock exchange.

Section 8. Said Bonds shall be executed on behalf of the District by the President and Secretary of the Board who shall sign the same in their official capacity, both of which signatures are hereby authorized to be facsimile signatures. The Bonds shall be issued initially as "book-entry-only" bonds under the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection the President and Secretary shall execute and deliver a Letter of Representations in the form required by the Depository (which may be in the form of a blanket letter, including any such letter previously executed and delivered), for and on behalf of the District, which shall govern matters with respect to registration, transfer, payment and redemption of the Bonds. With respect to the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The District and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the District determines that it is desirable that certificates representing the Bonds be delivered to the ultimate beneficial owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given,

respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository is terminated or resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement certificates upon transfer or partial redemption, the District agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting President and Secretary. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such bond (including such certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such bond. The Bonds shall not be valid and binding on the District until authenticated by the Paying Agent and Registrar.

Section 9. After being executed by the President and Secretary of the Board, said Bonds shall be delivered to the Treasurer of this District who shall be responsible therefor under his/her official bond, and he/she shall cause the same to be delivered to the Paying Agent and Registrar for registration and authentication. The Secretary of the District is directed to make and certify a transcript of the proceedings of the District precedent to the issuance of said Bonds, which transcript shall be delivered to the purchaser of said Bonds. The District's Treasurer shall maintain a record of information with respect to said Bonds as required under Section 10-140, R.R.S. Neb. 2012, as amended, and shall cause said record of information to be filed in the office of the Auditor of Public Accounts.

Section 10. The Board of Education shall cause to be levied and collected annually a special levy of taxes, pursuant to and within the limitations set forth in Section 79-10,110.02 of the Act, on all the taxable property in this District for the purpose of paying and sufficient to pay the principal of and interest on the Bonds as and when such principal and interest become due according to the terms thereof and the terms of this Resolution. In accordance with the determinations set forth in Section 1 of this Resolution, such tax shall not exceed 3 cents per one hundred dollars of valuation on all the taxable property of the District in each such year. In accordance with Section 79-10,110.02(4) of the Act, there is hereby created a "2026 Limited Tax Building Improvement Bond Project Account" (herein, the "2026 Account"). All taxes levied and collected by the District in accordance with this Section 10 shall be deposited in the 2026 Account and are hereby pledged for the prompt payment of the Bonds, both principal and interest, as the same fall due.

Section 11. The District's obligations under this Resolution and the liens, pledges, covenants, and agreements of the District herein made or provided for, shall be fully discharged and satisfied as to the Bonds, and any such bonds shall no longer be deemed outstanding hereunder if such bonds shall have been purchased

and canceled by the District, or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided for by depositing with the Paying Agent and Registrar or with a national or state bank having trust powers, or trust company, in trust solely for such payment (1) sufficient money to make such payment and/or (2) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any Bond to be paid prior to maturity, the District shall have duly called such bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company or with the Paying Agent and Registrar may be invested or reinvested in U.S. Government Obligations at the direction of the District, and all interest and income from U.S. Government Obligations in the hands of such bank or trust company or Paying Agent and Registrar in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the District as and when collected. The District reserves the right to issue refunding bonds and provide for the investment of the proceeds thereof in accordance with this Section 11 for purposes of providing for the payment of principal and interest on the Bonds herein authorized.

Section 12. Upon execution, registration and authentication of the Bonds, the Paying Agent and Registrar is authorized to deliver them to the Underwriter, as initial purchaser of the Bonds, upon receipt of 98.00% of the principal amount of the Bonds (or such other amount as may be determined in the Designation), plus accrued interest, if any, to date of payment and delivery thereof. The District's Treasurer is hereby authorized to deliver said Bonds to the Underwriter, as initial purchaser of said Bonds, upon payment in full of the purchase price thereof. Said initial purchaser shall have the right to direct the registration of said Bonds and the denominations thereof within each maturity subject to the restrictions of this Resolution. The Authorized Officers (or any one of them) are hereby authorized to approve, execute, and deliver the Bond Purchase Agreement related to the Bonds, which Bond Purchase Agreement may serve as the written Designation of the District. The net proceeds of the Bonds shall be used to pay costs of the Project upon order of the Board of Education and to pay costs of issuance. Such purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The officers of the District, or any one or more of them are hereby further authorized to take any and all actions deemed necessary or appropriate in connection with the issuance and sale of the Bonds.

Section 13. The District hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule") in such form as determined necessary and appropriate by such Authorized Officer (the "Continuing Disclosure Undertaking") and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Section, and under the Continuing Disclosure Undertaking. The District reserves the right to enter into an agreement or agreements (the "Dissemination Agreement") with a dissemination agent to be selected by an Authorized Officer (the "Dissemination Agent") for purposes of assisting the District in complying with its obligations under this Section 13. Each Authorized Officer is authorized to negotiate, execute and deliver a Dissemination Agreement with the Dissemination Agent in form satisfactory to such Authorized Officer, with the execution by such Authorized Officer of the Dissemination Agreement being conclusive evidence of its approval

on behalf of the District.

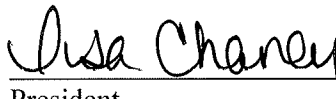
Section 14. The District hereby covenants to the purchasers and registered owners of the Bonds hereby authorized that it will make no use of the proceeds of said bond issue, including tax levy monies intended to be used to pay principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said bond issue. The District hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. The District hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than \$10,000,000 during the calendar year that the Bonds are issued. The District represents and warrants that the Bonds are not "private activity bonds" as such term is defined in Section 141(a) of the Code and agrees to take all further actions, if any, necessary on its part to qualify the Bonds herein authorized as such "qualified tax-exempt obligations." An Authorized Officer is hereby authorized to make any certifications and designation with respect to status of the Bonds under Section 265 of the Code as he or she deems appropriate.

Section 15. Each of the Authorized Officers is hereby authorized to approve, on behalf of the District, an official statement (which may include preliminary and final) relating to the Bonds. Such official statement shall be delivered in accordance with applicable securities laws.

Section 16. In order to promote compliance with certain federal tax and securities laws relating to the bonds herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "B" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 17. This Resolution shall be in force and take effect from and after its passage.


Secretary


President

The foregoing Resolution having been read, Member Stacie Higgins seconded the motion for passage, and after discussion the roll call was made thereon, and the following members of the Board voted in favor of the passage and adoption of said Resolution: John Hodges, Kent Burn, Jim Neme, Sally Schreiner, Lisa Chaney, Brent Shultz, Stacie Higgins. The following members of the Board voted against the same: None.

Said Resolution, having been consented to by the majority of the members of the Board of Education, was by the President declared passed and adopted.

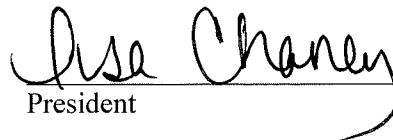

President

**EXHIBIT “A”
ESTIMATE**

[SEE ATTACHED]

**EXHIBIT “B”
POLICY AND PROCEDURES**

[SEE ATTACHED]

**Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Tax Advantaged Bonds**

ISSUER NAME: Otoe County School District 0111, in the State of Nebraska

COMPLIANCE OFFICER (BY TITLE): Superintendent of the District

POLICY

It is the policy of the Issuer identified above (the “Issuer”) to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds or as tax-advantaged bonds (such as build America bonds, qualified zone academy bonds, and other direct-pay or tax credit bonds) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits, as applicable, associated with its bonds are received by the Issuer and/or available to the purchaser in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the “Compliance Officer”). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt or tax-advantaged obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website [“EMMA”] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer’s annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the “Bond Documents”) shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the “Authorizing Proceedings”),
- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the “Tax Documents”):

- (i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
 - (ii) Form 8038 series filed with the Internal Revenue Service;
 - (iii) Forms 8038B, 1097 BTC (if applicable)
 - (iv) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
 - (v) covenants, agreements, instructions or memoranda with respect to rebate or private use;
 - (vi) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
 - (vii) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

**ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING**

The undersigned President and Board of Education of Otoe County School District 0111, hereby acknowledge receipt of advance notice of a meeting of said body and the agenda for such meeting held at 6:00 p.m. on May 11, 2026, at Central Office, 1700 14th Ave in Boardroom, Nebraska City, Nebraska.

DATED this 11 day of May, 2026.

John W. Hartz

Bob B. Smith

Steve H. H. H.

Dale Schreiner

Tim Nerven

Ken B.

Lisa Chaney

I hereby certify that Rob Elson & Pattie Lant was/were absent from the meeting but that, to my personal knowledge, he/she/they received advance notice of the meeting.

Mark F. L.
Secretary

2008 Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

Publication Procedure if the Newspaper Will Be Finalized for Printing Prior to the Time and Date of the Meeting. Notice of regular and special meetings shall be (1) published in a newspaper of general circulation within the district that is finalized for printing prior to the time and date of the meeting, that is finalized for printing prior to the time and date of the meeting, (2) posting on the newspaper's website, if available, and (3) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers.

Publication Procedure if the Newspaper Will Not Be Finalized for Printing Prior to the Time and Date of the Meeting. Notice of regular and special meetings shall be (1) posting on the newspaper's website, if available, and (2) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the school district's jurisdiction is to be finalized for printing prior to the time and date of the meeting.

Newspapers of general circulation in the district include the Nebraska City

~~News Press. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.~~

~~In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, (2) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (3) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting and the written request to the newspaper.~~

Method of Publishing Notice of Meetings. The board will publish reasonable advanced notice of all meetings on its website. The notice will contain a statement that the current agenda is available for inspection at the Superintendent's office during normal business hours. The Superintendent or designee may but is not required to provide information about meetings in other ways, such as social media or posting notices in physical locations in the district.

Publication of Notice Method and Regular Meeting Schedule. Four times per year, in a newspaper of general circulation, the board will publish its regular meeting schedule, location of regular meetings, and the designated method of publishing meeting notices.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

~~3. Weather Delays~~

~~In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following~~

~~the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.~~

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. ~~The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and~~ **The meeting minutes** shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

The Superintendent will make a copy of the Open Meetings Act available at all meetings.

Adopted on: November 14, 2016

Revised on: July 10, 2017; November 9, 2020; June 13, 2022; June 10, 2024; December 9, 2024; July 14, 2025

Reviewed on: January 13, 2025

3003

Bidding for Construction, Remodeling, Repair or Site Improvement

I. Applicability of this policy.

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

This policy applies to all other purchases and contracts made by the school district for construction, remodeling, repair and other site improvements.

II. Projects with an Estimated Cost of Less than \$136,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$136,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$136,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project exceeds \$136,000 for the construction, remodeling or repair of a

school-owned building or for site improvement.

- B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$144,000.

C. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

D. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
3. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
4. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
5. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
6. Sealed bids will be opened in a place and at the specific time stated in the bid form. Bidders shall be notified of the opening and invited to be present.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.
- E. Any or all bids may be rejected if there is a sound documented reason
 - F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: November 14, 2016

Revised on: July 10, 2017; August 13, 2018; September 13, 2021; June 9, 2025

Reviewed on: April 14, 2025

3003.1
Bidding for Construction, Remodeling, Repair, or Related Projects
Financed with Federal Funds

I. Applicability of the Policy

This policy applies only to construction and contracts undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$136,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.327 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

II. All projects undertaken pursuant to this policy will be subject to the following bond requirements

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

III. Construction Projects with an Anticipated Cost of Under \$350,000

A. Methods of Bidding/Soliciting Quotations or Estimates

The type of procedures required depends on the anticipated cost of the project.

- 1. Construction with an Anticipated Cost of up to \$15,000 (Micro-Purchases)

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$15,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard

policy on purchasing.

2. Construction with an Anticipated Cost of between \$15,000 and \$350,000 (Simplified Acquisition Procedures)

For construction projects subject to this policy, simplified acquisition are purchases that, in the aggregate amount, is more than \$15,000 and less than \$350,000 annually. For simplified acquisition price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

- B. Construction Projects with an estimated cost of between \$136,000 and \$349,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$136,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$136,000 and \$350,000.

IV. Construction Projects with an Anticipated Cost Over \$350,000

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$350,000 or more will be publicly solicited using the sealed bid method

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
 - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
 - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.
6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

B. Advertising for Bids.

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.
2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.
7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and

other relevant factors.

8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.327 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible and consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in the U.S. or processed in the U.S. substantially using agricultural commodities produced in the U.S.

C. Full and Open Competition

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by ~~revising~~ reviewing the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

E. Settlements of Issues Arising Out of Contract

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

F. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§

76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.334.
 - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
 - b) Retention of construction records shall be in accordance with applicable law and Board policy.

VI. Conflict of Interest and Code of Conduct

- A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.
- B. Contracts covered by this policy are subject to the following additional provisions.
 - 1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
 - 2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

D. Enforcement

Disciplinary Actions will be applied for violations of such standards by officers, employees, board members, or agents of the District at the board's discretion.

VII. Financial Management

A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were

received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part 200, Subpart E . The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction

method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method. While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. 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 non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity'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 subpart E (Cost Principles) of this part;
- (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 this part, as applicable.

C. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VIII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200.327— Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in the U.S. or processed in the U.S. substantially using agricultural commodities produced in the U.S.

C. Record Keeping

1. Record Retention

a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State

Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: November 14, 2016

Revised on: August 13, 2021; June 10, 2019; September 13, 2021,
June 13, 2022; July 10, 2023; June 10, 2024

Reviewed on: April 14, 2025

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

- **A. Responsibility for Purchasing**

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not

authorized by this policy will be the responsibility of the person making the commitment.

○ **B. Methods of Purchasing**

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. **Purchases up to \$15,000 (Micro-Purchases)**

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$15,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. **Purchases between \$15,000 and \$350,000 (Simplified Acquisition Procedures)**

Simplified acquisitions are purchases that, in the aggregate amount, are more than \$15,000 and less than \$350,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. **Purchases Over \$350,000**

• a) **Sealed Bids (Formal Advertising)**

For purchases over \$350,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement. If sealed bids are not accepted for a purchase of over \$350,000, the district will retain an explanation for that decision.

• b) **Contract/Price Analysis**

The District performs a cost or price analysis in connection with every procurement action in excess of \$350,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

■ 4. **Noncompetitive Proposals (Sole Sourcing)**

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- 1) The procurement transaction can only be fulfilled by a single source;

- 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

- 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or

- 4) After solicitation of a number of sources, competition is determined inadequate.

- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.

- —c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds **\$350,000**.

■

■ 5. **Competitive Proposals.**

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

- 2) Proposals must be solicited from an adequate number of qualified sources; and

- 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used to procure A/E professional services. The method may not be used to purchase other types of services provided by A/E firms are a potential source to perform the proposed effort.

- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

- **C. Use of Purchase (Debit & Credit) Cards**

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

- **D. Federal Procurement System Standards**

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

- The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

- **E. Debarment and Suspension**

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

- The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

- **F. Settlements of Issues Arising Out of Procurements**

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

- **III. Conflict of Interest and Code of Conduct**

- A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.
- B. Purchases covered by this policy are subject to the following additional provisions.

■

■ 1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.

■ 2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

■ 3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

○ **C. Favors and Gifts**

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

○ **D. Enforcement**

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, board members or agents of the District.

● **IV. Property Management Systems**

○ **A. Property Classifications**

■ 1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$10,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

■ 4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and

- b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

○ **B. Inventory Procedure**

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

○ **C. Inventory Records**

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;

3. Manufacturer;
 4. Model;
- 5. Date tagged and individual who tagged it;
 - 6. Source of funding for the property;
 - 7. Who holds title;
 - 8. Acquisition date and cost of the property;
 - 9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
 - 10. Location, use and condition of the property; and
 - 11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

○ **D. Physical Inventory**

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

○ **E. Maintenance**

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

○ **F. Lost or Stolen Items**

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. The District

will notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

- **G. Use of Equipment**

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

- **H. Disposal of Equipment**

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

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If the item has a current fair market value of \$10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity. The Superintendent or his/her designee will utilize sales procedures which ensure the highest possible return on the disposal of the equipment.

- **I. Equipment Retention**

When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the recipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

- **J. Equipment and Capital Expenditures**

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

- **K. Depreciation**

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

- L. Reporting and Recording Federal Property Interest**

The district will comply with federal interest reporting and submit annual reports, if required, regarding a real property interest due to a renovation, major remodeling, construction, or real property project funded by federal grant funds.

- **V. Financial Management**

- **A. Identification-**

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

- **B. Financial Reporting**

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

- **C. Accounting Records**

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

- **D. Internal Controls**

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes. The District takes reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information.

- **E. Budget Control**

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

- **F. Payment Methods**

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

- **G. Allowability of Costs**

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards

outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part 200, Subpart E. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

- **H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching**

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

- **I. 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 non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity'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 subpart E (Cost Principles) of this part;
- (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 this part, as applicable.

- **J. Documentation of Personnel Expenses**

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

- **VI. Written Compensation Policies**

- **A. Time and Effort Standards**

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;
- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

- **B. Time and Effort Procedures**

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

- **C. Fringe Benefits**

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

- **D. Leave**

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

- **E. Unexpected or Extraordinary Circumstances**

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such cases, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

- **F. Documentation for Personnel Expenses**

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

- **VII. Other Contract Matters.**

- A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

○ **B. Contracting with Certain Vendors**

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible consistent with state law.

Buy American. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

○ **C. Record Keeping**

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the

District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

○ **D. Privacy**

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

A. Travel Costs

All travel expenses paid with federal grant funds shall meet the federal requirements such as:

(1) All travel costs must be reasonable and necessary;

- (2) All travel costs must be consistent with District policy; and
- (3) All travel costs must be directly related to the grant award.

In addition, all travel expenses funded with federal grant funds must be preapproved by the Superintendent or designee. The state per diem rates for lodging shall be used to determine that maximum amount charged to a federal grant. For reimbursement of meals, the per diem rate and rules set by the State of Nebraska through the Nebraska Department of Administrative Service's Expense Reimbursement Document "ERD" Guidelines will apply. There will be no reimbursement for breakfast if the staff member's lodging provides continental breakfast at no cost. For reimbursement for mileage or fuel, the State of Nebraska mileage rate will apply. If a District-owned vehicle is available for travel, the District-owned vehicle must be utilized unless preapproved by the Superintendent or designee. All expenditures claimed by staff must include receipts and a completed voucher.

Adopted on: November 14, 2016

Revised on: July 10, 2018; June 10, 2019; December 14, 2020; September 13, 2021, June 13, 2022; July 10, 2023; June 10, 2024; December 9, 2024; June 9, 2025

Reviewed on: April 14, 2025

3048

Communicable Disease

The **school** district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases. The district complies with Neb. Rev. Stat. §§ 79-217 to 79-223 and Title 173 Nebraska Administrative Code, Chapter 3.

Definitions. Terms used in this policy have the meanings given in 173 NAC 3-002. A “reportable communicable disease” means a disease that must be reported under 173 NAC, Chapter 1.

Signs and Symptoms; Sending Students Home. Staff will watch for signs and symptoms of contagious or infectious disease. These signs and symptoms include fever, flushed face, headache, body aches, unexplained tiredness, loss of appetite, stomach ache, nausea, vomiting, diarrhea, convulsions, sore throat, nasal congestion or discharge, unexplained skin eruption, and sore or inflamed eyes. The district will notify the parent or guardian of the student’s signs or symptoms. Upon notice, the parent or guardian must immediately cooperate with the district to arrange safe transportation home or another appropriate caregiver for the student. The district will report any failure to reasonably cooperate with the district to the Department of Health and Human Services or local law enforcement as appropriate.

Notice to School Authority. When the district sends a student home for a suspected contagious or infectious disease, the principal or school nurse will notify the superintendent or designee without delay.

Reports to Public Health. The school nurse, or a person acting in the capacity of a school nurse, will report each case or suspected case of a reportable communicable disease. The report must go to the local public health department or the Nebraska DHHS Division of Public Health as provided in 173 NAC 1-007.04.

Exclusion From School. The district will exclude a student with a confirmed communicable disease for at least the minimum isolation period in Attachment 1 to 173 NAC, Chapter 3. The student must be free of acute signs and symptoms. The student must be fever-free for 24 hours without fever-reducing medication before returning to school.

School Attendance and Participation in School Sponsored Activities. The district will provide educational services to a student diagnosed with a

communicable disease as required by law. The district will restrict the student as needed to prevent the spread of disease, to protect the student's health and privacy, and to protect others. Participation in Nebraska School Activities Association (NSAA) events is subject to NSAA rules and the provisions of the district activity handbook.

Infection and Exposure Control Procedures/Universal Precautions.

The district will monitor the information available through the Federal Centers for Disease Control, the Nebraska Department of Health and Human Services, and the Occupational Safety and Health Administration. This policy and any procedures, universal precautions, or exposure control plans will be modified, if appropriate, based upon the best new medical information provided by the above sources.

Outbreaks. In an outbreak or epidemic of a communicable disease, the superintendent may exclude students, reassign students, or close one or more schools. The superintendent will coordinate with the local health department and the Nebraska Department of Health and Human Services as needed.

Confidentiality. The district will keep information about a person's communicable disease confidential. The district will share information only with staff on a need-to-know basis. When the district must inform a person about another person's condition, the district will inform that person of the duty to keep the information confidential. The district will communicate about a student's communicable disease consistent with the student's IEP or Section 504 Plan, if any.

Communicable Diseases. Communicable diseases are defined by the Nebraska Department of Health and Human Services (DHHS) in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis. DHHS may also define other diseases as communicable upon verification of such disease by the Center of Disease Control or other governmental agency tasked with disease identification and control.

School Attendance and Participation in School Sponsored Activities.

A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and

placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSAA) events will be subject to its rules and procedures, if any.

Infection and Exposure Control Procedures/Universal Precautions.

The district will monitor the information available through the Federal Centers for Disease Control, the Nebraska Department of Health and Human Services, Southeast District Health Department, and the Occupational Safety and Health Administration. This policy and any procedures, universal precautions, or exposure control plan will be modified, if appropriate, based upon the best new medical information provided by the above sources. The superintendent will take appropriate measures if there is an epidemic or outbreak of a communicable disease which may include, but it's not limited to, the emergency exclusion or alternative placement of students or the closure of a school building or the entire school district.

Confidentiality. The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need to know" basis. If it is necessary to inform a person of another's condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure. In addition, any communication about a student's communicable disease shall be consistent with that student's IEP or Section 504 Plan, if any.

Staff Training. Staff will receive training regarding communicable diseases and the requirements of this policy and any adopted procedures as part of the training received under the Workplace Injury Prevention and Safety Committee policy.

Reporting. School staff who learn that an individual has a communicable disease will report it to the proper authority as required by Title 173 Nebraska Administrative Code Chapter 1.

Adopted on: June 14, 2010

Revised on: August 13, 2018

Reviewed on: November 14, 2022, November 10, 2025

3057

Title IX Policy

As required by Title IX of the Education Amendments of 1972, it is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at Nebraska City Public Schools Central Office, 1700 14th Ave, Nebraska City NE 68410, 402-873-6033, jhippen@nebcityps.org. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

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

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- **Formal complaint** means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

- **Sexual harassment** means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

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

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

- **Rape**—(Except Statutory Rape) Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, or by a sex-related object. This definition includes instances in which the victim is incapable of giving consent because of temporary or permanent mental or physical incapacity (including due to the influence of drugs or alcohol) or because of age. Physical resistance is not required on the part of the victim to demonstrate lack of consent.

- **Criminal Sexual Contact**—The intentional touching of the clothed or unclothed body parts without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. The forced touching by the victim of the actor's clothed or unclothed body parts, without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes instances where the victim is incapable of giving consent because of age or incapacity due to temporary or permanent mental or physical impairment or intoxication for the purpose of sexual degradation, sexual gratification, or sexual humiliation.

~~The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.~~

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

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

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

~~• **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.~~ **Unlawful Sexual Intercourse**

- **Incest**—Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

- **Statutory Rape**—Nonforcible sexual intercourse with a person who is under the statutory age of consent.

- **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

- who is or has been in a social relationship of a romantic or intimate nature with the victim; and

- where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship.

- The type of relationship.

- The frequency of interaction between the persons involved in the relationship.

- **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

- fear for his or her safety or the safety of others; or

- suffer substantial emotional distress.

- **Supportive measures** are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Reporting Sexual Harassment. Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the district's Title IX Coordinator. District personnel will not retaliate against any individual based

on any report of suspected sexual harassment. Any district employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

Response to Sexual Harassment

General Obligations. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's ability to impose discipline for offcampus misconduct does not necessarily constitute “substantial control” over the respondent and the context. The district’s response to an allegation of sex harassment will treat complainants and respondents equitably.

Limitations on Discipline. No respondent will have disciplinary sanctions imposed upon him/her until the conclusion of the formal grievance process described below.

Emergency Removal. Disciplinary sanctions do not include removal on an emergency basis where the respondent is an immediate threat to the health or safety of another as a result of allegations of sexual harassment. The district also may place any employee on administrative leave during the pendency of the grievance process below.

Grievance Process for Formal Complaints of Sexual Harassment

General Obligations. All Title IX team members and individuals carrying out district obligations will comply with the regulatory requirements of objective evaluations, avoiding conflict of interest or bias, training, and protection of legally privileged information.

Presumption. It is presumed that the respondent is not responsible for the

alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Grievance Procedure

Time Frames. The district will resolve grievances in a time frame that is reasonably prompt. Good cause for delay may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

Range of Possible Sanctions and Remedies. At the conclusion of the grievance process, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion and/or immediate discharge from employment.

Separation of Roles. The decision-maker cannot be the same person as the Title IX Coordinator or the investigator(s).

Notice of Allegations. Upon receipt of a formal complaint, the district will provide notice of this policy and the allegations to all parties. The notice will include sufficient details known by the district at that time to provide sufficient time to prepare a response before any initial interview. Sufficient details, if known by the district, include the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident. The district will provide notice of additional allegations revealed during an investigation to the parties.

Dismissal of Formal Complaint. The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint, would not constitute sexual harassment even if proven; did not occur in the district's education program or activity; or if the conduct alleged did not occur against a person in the United States.

The district **may** dismiss the formal complaint if, at any time during the investigation or hearing, the complainant notifies the Title IX Coordinator in

writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled in or employed by the district; or specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

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

Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint. The district may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

The district will bear the burden of gathering evidence sufficient to reach a determination regarding responsibility. All parties will have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The district may not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

All parties will have the same opportunity to be accompanied by the advisor of their choice in any meeting or grievance proceeding. This policy does not relieve the advisor of choice of any other applicable legal obligations or limitations. The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

The district will provide written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.

All parties will have an equal opportunity to inspect and review evidence obtained as part of the investigation if that evidence is directly related to the allegations raised in a formal complaint. The parties will have no less than 10 calendar days to review the evidence and submit a response. The investigative report will fairly summarize the relevant evidence and the investigator will send the finalized report to all parties and their advisors.

Determination Regarding Responsibility. Before the district reaches a determination regarding responsibility, each party may submit written, relevant questions of any party or witness. The decision-maker will provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition are never relevant. Questions about the complainant's prior sexual behavior are only relevant if those questions and evidence are offered (1) to prove that someone other than the respondent committed the conduct alleged by the complainant, or (2) are offered to prove consent and concern specific incidents of the complainant's prior sexual behavior with respect to the respondent. If the decision-maker decides to exclude a question because it is not relevant, he/she will explain the basis for that decision.

The decision-maker will issue a written determination regarding responsibility no sooner than ten days after the parties receive the final investigative report. The decision-maker will apply the preponderance of the evidence standard. The written determination will include:

- Identification of the allegations potentially constituting sexual harassment;
- 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 other evidence;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the district's code of conduct

to the facts;

- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
- The district's procedures and permissible bases for the complainant and respondent to appeal.

The district will provide the written determination to the parties simultaneously. If neither party timely appeals, the determination becomes final. If a party appeals, the determination will become final on the date that the district provides the parties with the written determination of the result of the appeal.

Appeals. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

Time for Appeal. Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools no later than 5:00 pm on the fifth calendar day after the written determination is issued. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal.

Grounds for Appeal. Appeals are limited to the following grounds:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination or dismissal was made that could affect the outcome of the matter; and

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

The district will notify other parties in writing when an appeal is filed; implement appeal procedures equally for all parties; and ensure that the decision-maker for the appeal is not the same person as the decision-maker, the investigator(s), or the Title IX Coordinator.

The district will give both parties a reasonable, equal opportunity to submit a written statement that supports or challenges the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Informal Resolution. The district may informally resolve allegations without completing the grievance procedure with the written consent of all parties. The process may not be used when allegations involve an employee harassing a student. As part of this process, the district will provide to the parties in writing a notice stating:

- 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;
- that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Recordkeeping. The district will maintain the following records for a period of seven years:

- Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed, and any remedies provided;
- Any appeal and its result;
- Any informal resolution and its result; and
- All materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website, then the district will make these materials available upon request for inspection by members of the public.

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

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

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

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

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

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

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

States.

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

Adopted on: August 10, 2020

Revised on: June 13, 2022; July 8, 2024; July 14, 2025

Reviewed on: April 14, 2025

4017

Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to **professional employee** organizations. ~~for bargaining purposes pursuant to state statutes.~~ The board will negotiate with **employee associations** **organizations** that have been **established** **certified or recognized** in accordance with public employee bargaining statutes. ~~and will negotiate with local collective bargaining unit representatives at mutually agreeable times.~~ The board or administration will coordinate with **certified or recognized organizations** for purposes of collective bargaining.

~~To facilitate an amicable relationship between the district and any local employee associations,~~ The district will allow **professional employee organizations** **associations** to make reasonable use of district facilities for meetings outside the **school's** **district's** and the employees' work hours. With administrative approval, **organizations** **associations** may use district resources, post notices of meetings, and **provide** other information on bulletin boards designated for this purpose, and use district e-mail and mailboxes for delivery of **employment-related** information **specific to the organization.** ~~Associations~~ **Organizations** must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

For purposes of recruiting new members, organizations may host or attend certain meetings of certificated staff outside the district's and the employees' work hours. Attendance at any staff meetings does not include all-staff, building-level, committee, or other meetings called by the district, unless those meetings are open to other organizations or if required by law.

Unless otherwise specified in this policy or permitted law, organizations will be treated equally, and the district will not designate any day or break by reference to any specific organization.

Adopted on: December 12, 2016

Revised on:

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

4019 Workplace Injury Prevention and Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee district should show concern for the safety of fellow employees, students, and members of the public. The district shall have a safety committee as required by Nebraska law. Members of the safety committee ~~shall~~ may be established through the collective bargaining process.

The committee ~~shall~~ will adopt and maintain a written injury prevention program. The committee will ~~shall~~ participate in the development of safety education, training, and the establishment of safety rules, policies and procedures pursuant to this policy, the district's written injury prevention program, or as otherwise provided by law. Training for employees will ~~shall~~ be conducted annually.

The workplace injury prevention and safety committee will ~~shall~~ maintain minutes of all meetings and file them in the district office. The committee ~~shall~~ will implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The district ~~shall~~ will maintain records for at least three years, or longer if directed by the Department of Labor.

The committee ~~shall~~ will meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The workplace injury prevention and safety committee ~~shall~~ will keep written minutes of all meetings, and provide a copy to the superintendent or designee who ~~shall~~ will maintain the minutes in the district's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

The workplace injury prevention and safety committee will ~~shall~~ develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the district.

The superintendent or designee will ~~shall~~ assure that the safety training for employees is reviewed annually or more frequently, if

needed. He or she ~~will~~ ~~shall~~ provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the school district, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
3. Periodic refresher training and dissemination of information on an annual basis, or more frequently if so designated by the administrator, for employees regarding the injury prevention plan of the unit and safety rules, policies, and procedures pertaining to safety within the school district.

In the event of a death in the workplace, the workplace injury prevention and safety committee ~~will~~ ~~shall~~ forward to the Department of Labor within 15 working days a copy of any review of the matter made by the workplace injury prevention and safety committee.

The superintendent or designee ~~will~~ ~~shall~~ establish or cause to be established record-keeping procedures to control and maintain all accident and injury records pertaining to accidents and injuries within the district or activities under the control of the district. Such records ~~shall~~ ~~will~~ be kept for at least three years, or longer if so advised by the Department of Labor.

The workplace injury prevention and safety committee will confer with the district's crisis team and ~~will~~ ~~shall~~ review the district's All-Hazard School Safety Plan upon its adoption by the crisis team.

Adopted on: December 12, 2016

Revised on: July 10, 2017

Reviewed on: May 10, 2021; September 11, 2023

5035 Student Discipline

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a Parent ~~or guardian~~ to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

Any disciplinary action taken by staff must be consistent with the requirements of other applicable laws, including but not limited to the IDEA, Section 504, and Title IX.

In this policy, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

"Parent" means parent, guardian, or educational decisionmaker of the student. "Educational decisionmaker" means a person designated or ordered by a court to make educational decisions on behalf of a child.

Any statement, notice, recommendation, determination, or similar action specified in this policy shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her Parent ~~or guardian~~.

Any student who is suspended or expelled from school pursuant to this policy may not participate in any school activity during the duration of that exclusion including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student:

1. Brings a deadly weapon as defined in section 28-109 onto school grounds, into a vehicle owned, leased, or contracted by a school being used for a school purpose or into a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event; or
2. Engages in violent behavior capable of causing physical harm to another student or school employee.

As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a Parent or guardian at the time of suspension. Suspended students may not be required to attend the school's alternative program for expelled students in order to complete classwork or homework.

Short-Term Suspension

The Principal may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. After the principal has determined that a short-term suspension is necessary, but prior ~~Prior~~ to commencement of the short-term suspension, the student and the Parent will be given oral and ~~or~~ written notice of the charges against the student. They ~~student~~ will be advised of what the student ~~he or she~~ is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to present evidence of ~~explain~~ the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's Parent ~~or guardian~~, describing:
 - a. The student's conduct, misconduct or violation of the rule or standard;
 - b. ~~and~~ The reasons for the action taken;
 - c. The actions made by the school to try to discontinue or alleviate the behavior of the student prior to considering suspension;
 - d. Resources the school is able to provide or recommend to assist the student; and
 - e. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.
4. An opportunity will be given to the student, and the student's Parent ~~or guardian~~, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the Parent ~~or guardian~~, is to attend the conference. If no conference has been held, a Parent may submit a written request to the suspending principal before the student returns to school.
5. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

Weapons and/or Firearms

Weapons. No student may possess, handle, or transmit any weapon while on school grounds, in a school vehicle, or at any school activity or event off school grounds except as permitted by this policy. *Definition of Weapon.* The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms. No student may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. *Definition of Firearm.* The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms and Weapons. The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

1. The issuance of firearms to or possession of firearms by members of the Reserve Officers Training Corps when training or
2. Firearms which may lawfully be possessed by the person receiving instruction under the immediate supervision of an adult instructor who may lawfully possess firearms.

Consequences - Firearm. Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

Consequences – Weapon. State law and this policy provide that any student who violates this policy by knowingly bringing, possessing, handling or transmitting a weapon, other than a firearm, on school grounds, in a school owned vehicle, or at a school activity or event off school grounds may be suspended on a long-term basis, mandatorily reassigned, or expelled for

the remainder of the school year in which the expulsion takes effect (if the misconduct occurs during the first semester) or the remainder of the second semester, summer school, and the first semester of the following school year (if the misconduct occurs during the second semester).

Confiscation of Firearms and Weapons. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm or weapon possessed in violation of this policy. Any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

Report to Law Enforcement Authorities. All school personnel are required to report any violation of this policy to a principal or the superintendent of schools. Pursuant to state and federal law, school personnel are required to report to law enforcement authorities when a student brings a firearm to school.

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's Parent ~~or guardian~~. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise, the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when

such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in

section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;

10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's

willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;

- i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violations of the district's acceptable computer use policy;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
- n. Violation of the school's audio and video recording policy; and
- o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

Due Process Afforded to Students Facing Long-term Suspension or Expulsion

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's Parent ~~or guardian~~ with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. Resources the school is able to provide or recommend to assist the student;
 - d. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school;
 - e. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
 - f. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;

- g. A statement that the principal, legal counsel for the school, the student, the student's Parent, or the student's representative ~~or guardian~~ has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - h. A form on which the student, the student's Parent ~~or the student's guardian~~ may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.
- 3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
- 4. Nothing in this policy shall preclude the student, ~~the student's Parent, or guardian~~ or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
- 5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's Parent ~~or guardian~~ may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's Parent ~~or guardian~~ must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the

superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.

6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's Parent ~~or guardian~~ of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's Parent ~~or guardian~~, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, and the student's Parent ~~or guardian~~ or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294).

Reporting Requirement to Law Enforcement

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;

2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

Adopted on: December 21, 2016

Revised on: June 11, 2018; June 10, 2019; July 13, 2020; July 10, 2023;
July 8, 2024; March 9, 2026

Reviewed on: February 13, 2023

5048

Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (ANAPHYLAXIS)

School employees will comply with the requirements of the NDE Rule 59 protocol entitled, "~~Protocol:~~ Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)". (~~Protocol~~) to address incidents of anaphylaxis involving students at school when those students do not have existing response plans. For students with individual self-management plans, Section 504 plans, or Individualized Education Programs (IEP) addressing asthma or anaphylaxis responses, school employees will comply with those plans. The district shall procure and maintain the equipment and medication necessary to implement the Protocol.

The superintendent shall obtain the required signature(s) of one or more physicians licensed to practice medicine in Nebraska on the form entitled "~~Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)~~" ("~~Protocol~~"). Prescribing Health Care Practitioners on the Protocol form. The superintendent ~~or his designee~~ shall ensure a process is in place and will publish this policy and Protocol in each student and employee handbook.

The superintendent shall arrange to have a qualified medical professional person train employees, and for training updates as necessary. This may be a medical doctor, qualified school nurse, or other person qualified to train staff on the medication of students.

Adopted on: December 21, 2016

Revised on:

Reviewed on: June 13, 2022; December 9, 2024

3061

ACH Originator

The District sends electronic payments through the ACH (Automated Clearing House) Network such as payroll direct deposits and/or vendor payments. Because of these payments, the District is classified as an ACH Originator. As an ACH Originator, the District complies with the National Automated Clearing House Association (NACHA) Operating Rules which govern the ACH Network. The District's bank requires compliance with the Rules as a condition of the District's ability to send ACH Payments.

Responsibilities. The District follows all terms of its Originating Depository Financial Institution/Originator Agreement with its bank. The District obtains a written authorization before sending any ACH payment. The District meets all processing deadlines set by the bank and NACHA. The District gives authorization records to the bank upon request within NACHA's required timeframes. The District keeps all sensitive banking information secure. When the District receives a Notification of Change, it updates the payment record before the next ACH transaction. When the District receives a return due to an error or unauthorized activity, it stops all related subsequent payments until instructions are received from the Bank. The District keeps its computer systems and network secure in line with its bank agreement. The District uses procedures to spot unauthorized payments. All employees with ACH duties will complete training, if required by the Bank or NACHA, and respond to audit requests. The District will implement internal controls and procedures to mitigate errors and risk of unauthorized ACH entries.

Fraud Monitoring. The District reviews ACH transactions for unusual patterns or amounts before submitting each file. If the District suspects an error or unauthorized ACH transaction, the District will: determine whether the problem is fraud, a scam, or an internal error; notify the bank right away; contact law enforcement if needed; and stop all related future ACH transactions.

Employee Training. All employees with ACH duties will complete any ACH origination training required by the District's designated bank(s).

Adopted on: _____

Revised on: _____

Reviewed on: _____

6046
Right to Access to School Library Materials

Definitions. As used in this policy,

- “Parent” means the parent, guardian, or educational decisionmaker of any student currently attending the school district; and
- “Educational decisionmaker” means a person designated or ordered by a court to make educational decisions on behalf of a child.

Catalog of Library Books. The superintendent or designee shall create and maintain a catalog of all books in the school district’s library, categorized by school building, that shall be accessible by a Parent.

Opportunity for Notification. A Parent shall have the opportunity to be notified when the Parent’s student checks out a book from the school library, which notification shall include the title of the book, the author(s) of the book, and the date the book is due to be returned to the school library. The administration may elect to allow a Parent to exercise the opportunity to receive such notifications by means of a website, application notification, or by opting into email notifications.

Nothing in this policy shall be construed to create any rights of access or rights to notification in favor of any person that does not meet the definition of Parent stated above.

Adopted on: _____

Revised on: _____

Reviewed on: _____



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

235 S 70th St. Suite 101
Lincoln, Nebraska 68510
www.computerhardwareinc.com
402-483-6400

Estimate #	1082
Estimate Date	05-15-26
Total	\$47,065.00

Item	Description	Unit Cost	Quantity	Line Total
ENVR	NVR System w/ 9 X 24TB eHDD (~60 Days)	\$0.00	1.0	\$0.00
Dome	Dome Camera 2K with flush mount	\$0.00	26.0	\$0.00
Bullet	Bullet Camera 4K with mounts	\$0.00	13.0	\$0.00
180	180 Degree Camera	\$0.00	3.0	\$0.00
Onsite	Installation/Setup & Program/Cabling, caps, etc	\$0.00	1.0	\$0.00
Estimate	Estimate for Project	\$47,065.00	1.0	\$47,065.00

THIS IS AN ESTIMATE -Require 3U space in rack; 39 POE ports; 4 POE+ Ports **Due price increases and ongoing market volatility with AI demand, pricing may change frequently	Subtotal	\$47,065.00
	Tax	\$0.00
	Estimate Total	\$47,065.00

Disclaimer

*Hourly labor costs listed are only estimates. Computer Hardware Inc will NOT exceed the High amount for Labor without further consultation and approval. The amount billed will be the total necessary time needed to complete the project. All Software and Hardware costs are subject to change. Prices do NOT include Shipping and Handling Costs, and would be added at the time of procurement, if applied. Design proposal costs are valid for only 30 business days from the original proposal date.

Signed: _____

Date: _____





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

235 S 70th St. Suite 101
Lincoln, Nebraska 68510
www.computerhardwareinc.com
402-483-6400

Estimate #	1083
Estimate Date	05-15-26
Total	\$48,159.00

Item	Description	Unit Cost	Quantity	Line Total
ENVR	NVR System w/ 10 X 24TB eHDD (~60 Days)	\$0.00	1.0	\$0.00
Dome	Dome Camera 2K with flush mount	\$0.00	39.0	\$0.00
Bullet	Bullet Camera 4K with mounts	\$0.00	15.0	\$0.00
Onsite	Installation/Setup & Program/Cabling, caps, etc	\$0.00	1.0	\$0.00
Estimate	Estimate for Project	\$48,159.00	1.0	\$48,159.00

THIS IS AN ESTIMATE

-Require 3U space in rack; 54 POE ports **Due price increases and ongoing market volatility with AI demand, pricing may change frequently

Subtotal	\$48,159.00
Tax	\$0.00
Estimate Total	\$48,159.00

Disclaimer

*Hourly labor costs listed are only estimates. Computer Hardware Inc will NOT exceed the High amount for Labor without further consultation and approval. The amount billed will be the total necessary time needed to complete the project. All Software and Hardware costs are subject to change. Prices do NOT include Shipping and Handling Costs, and would be added at the time of procurement, if applied. Design proposal costs are valid for only 30 business days from the original proposal date.

Signed: _____

Date: _____



The school district's video storage servers and video management software are over 10 years old. Microsoft Server licensing has been end of life since 2023, no security patching, creating a major security vulnerability. Currently, video footage can only be accessed through a dedicated desktop application that can no longer be updated. Camera scalability is also difficult due to each camera needing a license to be added and able to record.

The hard drives are beginning to fail; we have used a couple spares from our old decommissioned inventory to keep things running. These hard drives have limited storage remaining resulting in multiple cameras only recording when motion is detected. Camera footage is stored at a low resolution and is not very fluid. This has led to missing events throughout the day, both interior and exterior. If an event does get recorded, it can be difficult to depict what's happening, especially at night. The lack of smart detection features makes it difficult to sort through footage when an incident does occur.

Multiple cameras at the high school are still on coaxial lines which doesn't allow adoption into modern video storage servers. Replacing coaxial lines with ethernet will allow cameras to be powered on through a network switch and be easily managed.

Hayward Elementary has a total of 11 cameras, 2 exterior and 9 interior, out of the 110 total cameras in the district. It is the building with the fewest cameras. Hayward requires running several ethernet lines to various interior and exterior locations to greatly increase building coverage. (not sure how much camera info per building to share - adjust as needed)

Ubiquiti cameras make sense for the school district because there are no recurring license fees for video recording or management software. This will allow easy scalability to add future cameras. Camera adoption is very straightforward and is easily managed. Footage is stored on a dedicated Network Video Recorder (NVR) at each location that stays on premise and each camera will be set to always record. The hard drives in each NVR are resilient and are dedicated for 24/7 recording. In the event of a hard drive failure, they are easily replaceable.

Each Ubiquiti camera will have an increased resolution as well as night vision to tremendously help capture events and will always be set to record. Camera footage is much simpler to access through a web browser or the Ubiquiti phone application instead of a specific application that only runs on desktops. Footage can only be accessed by secure school email accounts using Google Single Sign On protected by multi factor authentication.

**Protex Central, Inc.**

Phone: (402) 463-0666

Fax: (402) 463-6057

1239 North Minnesota Ave, PO Box 1467

Hastings, NE 68901

QuoteNo.: **50631**Date: **5/20/2026**

Prepared for:

Nebraska City Public School - High
141 Steinhart Part Road
Nebraska City, NE 68410 USA

Prepared by: Joe Grady

Account No.: 13172

Phone: (402) 873-3360

Job: Fire Alarm/Detection System

Quantity	Item ID	Description	UOM
1	DMP-DUALCOMNF-2	Network Universal LTE Fire Communicator, AT&T/Verizon <i>Critical Invty designation</i>	
2	DMP-356-7	Rj Phone Cable, 7 Ft <i>n/a</i>	
1	DMP-388-3	3Db Meg Antenna <i>n/a</i>	
1	DMP-387-50	Sma To N Cable, 50Ft, Lmr195 <i>n/a</i>	
1	DMP-Keypad Insert	Keypad Logo insert	
25	18/2 FPLP NON-SHIELDED	Cable, Fire Alarm, Plenum, 2C, 18G, SOL, Nonshielded, FPLP, Red	
1.00	MISCITEM3FA	MISC ITEM - OMA - FIRE ALARM <i>MISC ITEM - OMA - FIRE ALARM</i>	

Your Price: **\$1,773.67**

Freight: \$8.09

SubTotal: **\$1,781.76****Total:** **\$1,781.76**

Prices are firm until 5/27/2026 Terms: NET15

Prepared by: Joe Grady, joe.grady@protexcentral.net**Date:** 5/20/2026

SCOPE OF WORK: Provide and install a cellular communicator.

Inclusions/Exclusions:

* All work to be performed during normal business hours 8:00AM – 5:00PM, Monday through Friday.

* Pricing does not include freight charges.

* Fifty (50)% deposit with order. Balance due within 30 days upon invoice. See additional information included on "Terms and Conditions" page.

* PCI cannot guarantee the condition or functionality of existing equipment or cabling – items can be replaced at an additional cost.

* Patching, painting, or repair/replacement of ceiling tiles is excluded.

* PCI offers UL-Listed central station monitoring for the new cellular fire alarm communicator. A separate monitoring contract will be provided.

Exclusion for Tariff-Related Cost Increases:

Protex Central shall not be liable for cost increases incurred due to tariffs incurred during the sales and or ordering process. Protex will communicate and negotiate additional costs incurred with Customer prior to equipment purchase.

Initial _____ Date _____

Protex Central Inc. - Agreement Proposal Terms & Conditions

This proposal when accepted, and any subsequent orders placed as a result of this proposal are not subject to cancellation, change, reduction in amount or suspension of performance by the customer except with Protex's written consent and upon terms which indemnify against loss. Any change order such as design, shipping or installation schedule or other instructions of any kind must be submitted in writing. Protex shall not be bound by any such change unless they first agree in writing, and then only upon such terms, as they shall make, to cover any additional cost caused by such changes.

When materials covered by this proposal are for the replacement of or additions to existing equipment, Protex shall in no way be responsible for the functioning of any part of the existing system on which changes are not made by Protex. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Protex, or alternatively, shall provide Protex with acceptable tax exception certificates. Protex shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of work. Protex shall not be responsible for any loss or damage occurring by reason of delay, or inability to perform caused by conditions beyond their control including but not limited to acts of God, act of government, fire, flood, war, riot, civil commotion, transportation embargoes or car shortages, malicious injury, inability to secure material or skilled labor, priority, allocations or other materials regulations, or any other cause, similar or dissimilar.

Should this proposal cover an item or items which are made to the customer's specifications, any warranty on the part of Protex shall be limited to cover latent defects in materials only and in no case shall be construed to warrant that said item or items shall provide satisfactory in type of length or service rendered. Acceptance by the customer shall be evidence that the customer's specifications have been compiled with and shall be conclusive that the terms of this proposal have been met. Claims for shortages or rejections must be made within ten days after receipt of goods. Claims for breakage, damaged, or loss should be presented directly to the transportation company upon receipt of merchandise. It is understood that the performance dates specified on this proposal are based upon conditions prevailing as of the date of this proposal and that Protex shall not be responsible for any delay in said performance dates, or any cancellation of this proposal which may be caused by conditions, either out of their control or by them at the time this proposal is made. Protex shall have the right to furnish substitutes for material which cannot be obtained due to existing shortages.

Protex reserves the right to restrict the terms of payment or to require payment prior to time of performance if in Protex's opinion the customer's financial condition or other circumstances do not warrant shipment or installation on the terms originally specified in this proposal. Interest will be added on overdue accounts at 1 ½% per month. This proposal supersedes all previous proposals, negotiations, statements, representations and promises. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which caused, in whole or in part, by the negligent act or omission of the indemnifying party. Purchaser agrees that he will pay and reimburse Protex for any and all reasonable attorney's fees which are incurred by Protex Central in the collection of amounts due and payable hereunder.

Protex shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. Protex warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment. Work performed by Protex shall warranted for a period of ninety (90) days. Protex warrants that for equipment furnished and/or installed but not manufactured by Protex. Protex will extend the same warranty terms and conditions, which Protex receives, from the manufacturer of said equipment. All transportation charges incurred in connection with the warranty for equipment not installed by Protex shall be borne by Purchaser. These warranties do not extend to any

Quote
No.: **50631**
Date: 5/20/2026

equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OR MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

BILLINGS, TERMS & DEPOSIT REQUIREMENTS

CUSTOMER shall pay or cause to be paid to PCI the full price for the Services as specified in this Agreement. PCI shall submit periodic invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by PCI in collecting any past due amounts.

Credit card payments may be subject to additional fees.

Customer Acknowledgement Initial: _____ Date: _____
50% Deposit with order unless otherwise negotiated with Protex Central Inc. Finance Department.

Customer Acknowledgement Initial: _____ Date: _____

SPECIAL NOTICE conditions have been reviewed and are understood per "Scope of Work" for this document.

Customer Acknowledgement Initial: _____ Date: _____

© COPYRIGHT, PROTEX CENTRAL INC, 2026 ALL RIGHTS RESERVED

Accepted by: _____ **Date:** _____



Mark Fritch <mfritch@nebcityps.org>

Cellular dialers for fire panels quotes

1 message

Jenny Gwart <jgwart@nebcityps.org>

Mon, Jun 1, 2026 at 1:53 PM

To: Mark Fritch <mfritch@nebcityps.org>

I have quotes below for changing out phone communication for High school and central office : Information below

Fire Protection Services :

Its \$450 for the dialer installed you own it no other recurring fees and the annual service is \$600.00 per location,

Protech services:

I have attached a quote - that would be just for high school and double it for central office to be added.

Hayward and Northside and Middle school have the cellular dialers currently

Hayward and Northside are monitored by FPS

Middle school is monitored by Protex

High school and central office still have the phone lines monitored by protex

Jenny Gwart
Facilities Director
Nebraska City Public Schools
402-209-1862 work cell
jgwart@nebcityps.org

"I can do all things through Christ who strengthens me" -Philippians 4:13

"There may be people who have more talent than you, but there's no excuse for anyone to work harder than you do" -

Derek Jeter

**Nebraska City Public School - High - Cellular Communicator - Quote #50631.pdf**

168K

Diversified Safety & Compliance
6400 Cornhusker Highway
Suite 450
Lincoln, NE 68507

Date Joined: _____

Technicians Name: Tom Nesbitt & Wendy Clement

☒ Random Consortium ☒ Clearinghouse ☐ UCR ☒ DOT Physicals
☐ MCS-150 Bi-Annual ☒ MVR ☒ Driver Qualification Files ☐ Drug & Alcohol Testing
Collection's Only

Company Name: Nebraska City Public Schools

Company USDOT# N/A

Company PIN# N/A

Physical Address: 1700 14th Avenue

City, State, and Zip Code: Nebraska City, NE 68410 Billing Same As: ☐ Mailing

Mailing Address: _____ ☐ Physical

City, State, and Zip Code: _____

Contact Person/D.E.R: Mark Fritch

Company Phone: 402-873-6033

Cell Phone: _____

Fax Number: _____

Email: mfritch@nebcityps.org

****All results will be sent to the email listed above****

Please provide a list of all DOT employees below. We need the first & last name, middle initial, date of birth, and CDL license number, and license state to enter them into the respective pool.

Once you complete this form, please email to employees@diversifiedsafety.com



DIVERSIFIED
SAFETY & COMPLIANCE

S E R V I C E P R O P O S A L

DOT Compliance & Safety Services

Prepared For

Nebraska City Public Schools

1700 14th Avenue

Nebraska City, NE 68410

Attn: Mark Fritch, Superintendent of Schools

February 16, 2026

Introduction

Diversified Safety & Compliance is your single-source partner for DOT safety and regulatory compliance. We bring together everything employers need under one roof — including drug and alcohol testing, DOT physicals, FMCSA Clearinghouse administration, and Driver Qualification File (DQF) management.

Our integrated model reduces employer risk, improves compliance visibility, and simplifies program administration. Instead of coordinating multiple vendors, you work with one experienced team responsible for helping you keep your program complete, current, and compliant.

We operate from our Lincoln, Nebraska clinic and office and provide 24/7/365 mobile testing services. On-site collections reduce employee downtime, lower post-incident risk, and minimize productivity loss. Most mobile collections are completed within 10–15 minutes so your drivers can return to work quickly and safely.

Service Offerings

DOT Drug & Alcohol Testing

- Fully managed DOT drug and alcohol testing programs
- Coverage for all required testing events:
 - ✓ Pre-employment
 - ✓ Random
 - ✓ Post-accident
 - ✓ Reasonable suspicion
 - ✓ Return-to-duty
 - ✓ Follow-up testing
- DOT Consortium enrollment and third-party administrator (TPA) management
- 24/7/365 mobile collection services dispatched directly to your worksite
- Clinic-based testing available in Lincoln, NE
- Certified laboratory analysis with independent Medical Review Officer (MRO) verification
- Fast turnaround and clear employer reporting

DOT Physicals & Occupational Health

- DOT and Non-DOT physical examinations by certified medical examiners
- Pre-employment and post-offer physicals
- Return-to-duty and fit-for-duty evaluations
- Audiograms and related occupational screening services
- Coordinated documentation and compliance tracking

FMCSA Clearinghouse Administration

- Complete Clearinghouse program management for CDL employers
- Full and limited queries performed and documented
- Annual compliance monitoring and query scheduling
- FMCSA portal registration and C/TPA designation support
- Driver account setup and consent assistance
- Ongoing status monitoring and reporting

Driver Qualification File (DQF) Management

- Initial DQF creation and full compliance audit per 49 CFR 391.51
- Driver file setup and document collection support
- Ongoing monthly monitoring and compliance tracking
- Automated expiration alerts and employer notifications
- Annual and pre-employment MVR ordering and review
- Secure terminated-driver file storage per DOT retention rules

Supervisor Reasonable Suspicion Training

- DOT-required Reasonable Suspicion Supervisor Training (2-hour)
- Alcohol and controlled substance awareness training
- Meets federal requirements under 49 CFR Part 382
- Live in-person or online training sessions for convenience
- Up to 15 attendees per session
- Designated Employer Representative (DER) training and certification available

Pricing Overview — Standard Rates

The following rates reflect our standard service pricing for Empire Netting & Fence. All DOT drug screens include specimen collection, laboratory analysis, and Medical Review Officer (MRO) review.

Drug & Alcohol Testing

Service	Rate
DOT Drug Screen — Mobile / On-Site	\$95 per test
DOT Drug Screen — Clinic	\$75 per test
DOT Breath Alcohol Test	\$55 per test
Confirmation Alcohol Test	\$55 per test
Annual DOT Consortium Membership	\$129 per year

DOT Physicals

Service	Rate
DOT Physical — Consortium Member Rate	\$125 per exam
DOT Physical — Revisit / Re-exam	\$55 per exam

Emergency Call-Out & Travel

Service	Rate
Emergency Call-Out — Daytime (7 AM – 7 PM)	\$75 per dispatch
Emergency Call-Out — After Hours (7 PM – 7 AM)	\$125 per dispatch
Mileage — Outside Lincoln	\$0.70 per mile

FMCSA Clearinghouse Services

Service	Rate
Company Setup & Onboarding	\$150 one-time
Driver Account Setup	\$35 per driver
Full Query (Pre-Employment)	\$35 per query
Limited Query (Annual)	\$35 per driver

Driver Qualification File (DQF) Management

Service	Rate
Company Onboarding & Initial Audit	\$50 one-time
Driver File Setup	\$25 per driver
Ongoing Monthly DQF Management	\$18 per driver / month
Terminated File Storage	\$10 per file / month
MVR Pull & Review	\$20 per driver + state fees

Training & Consulting

Service	Rate
Supervisor Reasonable Suspicion Training	\$250 per session
DER Training & Certification	\$150 per session

Why Diversified Safety & Compliance

Diversified Safety & Compliance serves as your dedicated compliance partner — not just a testing vendor. We manage the moving parts of your DOT program so your team can stay focused on operations.

- ✓ Single point of contact for all DOT compliance services
- ✓ Reduced risk through integrated oversight
- ✓ Faster response and 24/7 mobile availability
- ✓ Proactive monitoring and expiration alerts
- ✓ Streamlined administration and reporting
- ✓ Cost savings through bundled services

This integrated approach ensures nothing falls through the cracks. We are confident you will find Diversified Safety & Compliance to be a reliable, responsive, and cost-effective compliance partner.

Closing

We appreciate the opportunity to support Empire Netting & Fence. We're confident our team, systems, and service model will deliver measurable value and dependable compliance support.

If you would like to proceed with or customize this program based on your driver count and testing volume, we are ready to assist.

Respectfully,



Tom Nesbitt

General Manager
Diversified Safety & Compliance
402-252-5144 (Office)
402-499-1725 (Cell)
tom@diversifiedsafety.com

NEBRASKA CITY PUBLIC SCHOOLS

ADDENDUM UNITS 2026-2027

		C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	
	YR1	13	12	8	7.5	7	6.5	5.5	5	3.5	2.75	1.25	
	2	14	13	9	8	7.5	7	6	5.5	4	3	1.5	
	3	15	14	10	9	8	7.5	6.5	6	4.5	3.25	1.75	
	4	16	15	11	10	9	8	7	6.5	5	3.5	2	
	5	16.5	15.5	11.5	10.5	9.5	8.5	7.5	7	5.5	4	2.5	
Category 1 16.5% Max					Category 5 9.5% Max				Category 9 5.5% Max				
	Head Varsity Football					Head Golf				Asst. Golf			
	Head Varsity Boys Basketball					Head Boys Tennis				Asst. Tennis			
	Head Varsity Girls Basketball					Head Girls Tennis				Asst. Marching Band			
	Head Varsity Boys Wrestling					Head Cross Country				Color Guard			
	Head Varsity Volleyball					Speech				One Act Play Asst.			
	Head Varsity Track					High School Cheerleading							
	Head Varsity Girls Wrestling												
	Designated Employee Representative and Driver Certification												
Category 2 15.5% Max					Category 6 8.5% Max				Category 10 4.0% Max				
	Head Varsity Softball					FFA				Jr. Class Sponsor (2)			
	Head Varsity Boys Soccer					Director Musical/Play (1)				HS Student Council			
	Head Varsity Girls Soccer					One Act Play Coach				Asst. Play/Musical			
	Head Baseball									FBLA			
	High School Band									MS NC Drug Free			
	(Athletic Trainer)									MS Quiz Bowl			
										HS Science Club (2)			
										HS Quiz Bowl (1)			
										HAL Coordinator			
Category 3 11.5% Max					Category 7 7.5% Max								
	Asst. Varsity Football (3)					Head 7-8 Sports							
	Asst. Varsity Boys Basketball					Department Heads							
	Asst. Varsity Girls Basketball					FCCLA							
	Asst. Varsity Boys Wrestling (2)					Yearbook							
	Asst. Varsity Volleyball					MS Cross Country							
	Vocal Music												
	Asst. Varsity Girls Wrestling												
	Alt. Ed. Summer School												
Category 4 10.5% Max					Category 8 7.0% Max				Category 11 2.5% Max				
	Asst. Varsity Track (3)					Asst. 7-8 Football (2)				Fresh Class Sponsor (1)			
	Asst. Softball					Asst. 7-8 Wrestling				Soph Class Sponsor (1)			
	Middle School Band					Asst. 7-8 Volleyball				HS National Honor Society			
	Asst. Baseball					Asst. 7-8 Boys Basketball (2)				MS Student Council			
	Ass't Boys Soccer					Asst. 7-8 Girls Basketball (2)				MS National Honor Society			
	Ass't Girls Soccer					Ass't 7-8 Track				Varsity Club			
	Summer Weight Program					Asst. Speech							
						ESports (2)							

BUS DOCUMENTATION AND LEAD DRIVER CONTRACT OF EMPLOYMENT

THIS CONTRACT is made by and between the **Board of Education of Otoe County School District 66-0111**, also known as **Nebraska City Public Schools** (referred to herein the "Board," and the "School District", respectively), and _____, (referred to herein as "the Bus Documentation and Lead Driver").

WITNESSETH: The Board hereby agrees to employ the Bus Documentation and Lead Driver, and the Bus Documentation and Lead Driver hereby agrees to accept such employment subject to the following terms and conditions:

1. **Term of Contract.** The Bus Documentation and Lead Driver shall be employed for **the 2026-2027 school year** beginning on or about the 1st day of July, 2026.
2. **Salary.** In consideration of an annual salary of **\$14,000.00** and of the further agreements and considerations hereinafter stated, the Bus Documentation and Lead Driver agrees to work less than 20 hours per week and perform all duties for the District as prescribed by the laws of the State of Nebraska, the directives, rules and regulations promulgated by the Board, and by the School District administrators. Said annual salary shall be paid in twelve (12) equal installments, in accordance with the practice of the Board governing payment of other professional staff employees of the District. The first installment shall be payable on the 20th day of August, 2026, and the remaining installments shall be payable on the 20th day of each month thereafter. This Agreement is subject to the provisions of the School Employees Retirement Act.
3. **Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation. The Bus Documentation and Lead Driver authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Bus Documentation and Lead Driver or the value of property or money entrusted to the Bus Documentation and Lead Driver or owed by the Bus Documentation and Lead Driver to the District during the course of or as a result of the Bus Documentation and Lead Driver's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Bus Documentation and Lead Driver and Board may agree. This contract is subject to the provisions of the School Employees Retirement Act.
4. **Professional Status.** The Bus Documentation and Lead Driver hereby affirms that he or she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. The Bus

Documentation and Lead Driver further affirms that throughout the term of this contract he or she will hold a valid and appropriate license to act as an Bus Documentation and Lead Driver in the State of Nebraska, which license shall be registered in the manner required by law. This contract shall not be valid and the Board will not compensate the Bus Documentation and Lead Driver for any service performed prior to the date that he or she registers his or her license. The Bus Documentation and Lead Driver represents that: (1) all information he or she provided in connection with his or her application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he or she will advise the Board immediately; (2) he or she has never been convicted of or please no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he or she has not had any professional licenses or certificates suspended or revoked.

5. **Bus Documentation and Lead Driver's Duties.** The Bus Documentation and Lead Driver's duties shall be as prescribed for the position, which duties shall be performed in accordance with standards and goals established by the Board. The Bus Documentation and Lead Driver agrees to devote his or her time, skill, labor and attention to his or her duties described throughout the term of this contract.

6. **Nonrenewal, Termination, Cancellation or Mid-Term Amendment.** Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may non-renew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Bus Documentation and Lead Driver's license (~~Nebraska Administrative and Supervisory License, or the Nebraska Professional Administrative and Supervisory License~~) (Nebraska Department of Education, Department of Motor Vehicles, Department of Transportation, and Federal Motor Carrier Safety Administration); (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Bus Documentation and Lead Driver continued performance of his or her duties; (m) any arrest, criminal charge, or criminal conviction of Bus Documentation and Lead Driver or the failure to report the same; (n) any filing against the Bus Documentation and Lead Driver under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or

neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician.

7. **Disability.** Should the Bus Documentation and Lead Driver be unable to perform his or her duties by reason of illness, accident or other disability beyond his or her control, and such disability shall continue for more than thirty (30) days, or if such disability is permanent, irreparable, or of such a nature as to make performance of his or her duties impossible, the Board may, in its discretion, terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Bus Documentation and Lead Driver under any insurance coverage furnished by the District.

8. **Fringe Benefits.** The Bus Documentation and Lead Driver does not qualify for benefits offered by the School District.

9. **No Penalty for Release or Resignation.** There shall be no penalty for release or resignation by the Bus Documentation and Lead Driver from this contract; provided, no resignation shall become effective until expiration of the contract unless accepted by the Board due to a suitable replacement, a major life event that necessitates a resignation by the Bus Documentation and Lead Driver, and/or both parties mutually agree to an end date prior to the end of the contract.

10. **Compensation Upon Termination.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the ten (10) months in the annual salary period in which termination occurs. Any portion of the salary paid but not earned prior to the date of termination of this contract shall be refunded by the Bus Documentation and Lead Driver.

11. **Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules and regulations in performance of their respective duties and obligations under this contract.

12. **Amendments in Writing.** This contract may be amended only by a writing duly authorized and executed by the Bus Documentation and Lead Driver and the Board.

13. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed this _____ day of _____, 2026.

Bus Documentation and Lead Driver

President, Board of Education

Secretary, Board of Education

DRAFT