Special Meeting - Budget & Strategic Planning
Wednesday, August 28, 2019 7:30 PM

Boone Central High School Library
605 South 6th St.
Albion, NE 68620

Agenda

1. Open the Meeting - Call to Order
2. Approval of Absent Board Members if Necessary
3. Consent Agenda
    1. Meeting Agenda
    2. Financial Reports
4. Strategic Planning - Facilities
5. Strategic Planning - Vehicles
6. Budget Planning
7. Action Agenda
    1. Purchase Agreement - Property located at 436 S. 5th Street, Albion Nebraska
    2. General Fund transfer to Depreciation Fund
    3. Engineered Controls Service Agreement Renewal
    4. Roof Replacement - 1996 Addition
    5. Roof Insulation and TPO System Proposal - 1983 Addition
    6. 2018-2020 Athletic Cooperative Agreement
    7. 2020-22 Athletic Cooperative Agreement
    8. Design Build Delivery System Resolution
    9. Removal of House from Property Located at 604 S. 6th Street
8. Next Meeting Date
9. Adjournment

Invoice Listing - Summary

Posted - All; Batch Description 8-19 General Fund End-of-Month

Vendor ID	Vendor Name	Invoice Number	Description	Invoice Date	Check Date	Checking Account ID	Check Number	Invoice Amount
CENTNEREHA	CENTRAL NEBRASKA REHABILITATION SERVICES	7/19	0-2 O.T.	08/28/2019	08/28/2019	1	61132	1,252.35
FISTLER	Fistler, Jen	2019	02-Summer Services	08/28/2019	08/28/2019	1	61133	381.02
GARNER	Garner, Rachel	2019	0-2 Summer Services	08/28/2019	08/28/2019	1	61134	1,575.20
LOUPPO	LOUP POWER DIST	7/19 Lough	Electricity	08/28/2019	08/28/2019	1	61136	10.54
MCCRJAM	McCray, Jamie	7/19	0-2 Summer Services	08/28/2019	08/28/2019	1	61135	315.64
NCSA	NEBRASKA COUNCIL SCHOOL ADMIN.	19-20 Membership	Curry Membership	08/28/2019	08/28/2019	1	61137	335.00
							Report Total:	3,869.75

Manual Journal Entries Listing - Summary

Depreciation Transfer of Budgeted Funds

Chart of Account Number	Entry Date	Reference Number	Transaction Description		Debit Amount	Credit Amount
01 1100 610 002 0000 1 100	08/28/2019		Transfer to Depreciation		39,629.57	0.00
01 1100 650 000 0000 0 000	08/28/2019		Transfer to Depreciation		69,197.24	0.00
01 2610 730 000 0000 0 000	08/28/2019		Transfer to Depreciation		20,000.00	0.00
01 2710 732 000 0000 0 000	08/28/2019		Transfer to Depreciation		100,000.00	0.00
01 101	08/28/2019		Depreciation budget to depr.		0.00	228,826.81
				Total:	228,826.81	228,826.81

Fund Totals:

Fund		Debit Amount	Credit Amount
01	GENERAL FUND	228,826.81	228,826.81
	Grand Totals:	228,826.81	228,826.81

REQUEST FOR PROPOSAL FOR SELECTION OF A PERFORMANCE CRITERIA DEVELOPER

Boone Central School District, 06-0001, is requesting proposals from Performance Criteria Developers (PCD's) for the "2020 Facilities Project". The Boone Central Board of Education passed a resolution to use the Design-Build Contract Delivery System pursuant to the Nebraska Political Subdivisions Construction Alternatives Act at its meeting on August 28th, 2019.

The PCD will provide pre-construction facility analysis services, pre-design and consulting services to Boone Central School District defining certain criteria to be provided to potential Design-Builders in their development of proposals for a Design-Build Contract, and in providing consulting service to Boone Central School District in the interests of the Project. Any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from Superintendent Nicole Hardwick.

Interested PCD applicants must submit a letter of interest to Superintendent Hardwick, Boone Central School District, 605 S. 6th Street, Albion, NE 68620 by October 1, 2019. This letter of interest should provide:

(1) A statement of qualifications and performance data, which should include capabilities to perform, the adequacy of personnel, past record and performance, experience, and other appropriate information;
(2) Documentation of licensing or certification to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act; and
(3) Billing practices and/or billing rates and a proposal for serving as the District's PCD for the 2020 Facilities Project.

Questions and inquiries may be directed to Superintendent Hardwick at nhardwick@boonecentral.esu7.org or at (402) 395-2134.

Engineered Controls, Inc
1101 Saunders Ave.
Lincoln, NE 68502
Phone 402 434-2110
Fax 402 434-2111

Boone Central Schools
605 South 6th Street
Albion, NE 68781

August 16, 2019

Proposal for Planned Service Agreement – Automatic Temperature Controls

Scope of Services:
Under the scope of this agreement, Engineered Controls will provide preventative maintenance on the Honeywell Building Automation and Control System installed at the Boone Central School located at 605 South 6th Street. These services will include all labor and any travel expenses required for our factory trained technicians to perform the work as outlined below during **two (2) two-day onsite visits** throughout the year. During the contract term Engineered Controls will also provide the Boone Central School with **phone support and remote diagnostics** via Honeywell Webs to assist staff with control questions.

1. Honeywell Webs Database Protection and Software Updates

- Backup site specific software, i.e. control sequences, graphics, point data, etc., for on and off-site storage.
- **Upgrade Honeywell Webs software** when it becomes available up to one time per year.

2. Facility Management System (1 WEB Controller)

- Consult with customer to improve control strategies and building operation.
- Verify proper communication between controllers and Honeywell Web interface.
- Search trend and history logs examining building operations for problems and investigate as needed.
- Verify correct operation and settings of schedules and alarming functions.
- Perform minor improvements to graphical displays as needed for better system functionality.

3. Honeywell and Johnson DDC Controls for Primary Equipment (1) Air Handler, (1) Boilers Systems (1) Heat Pump Loop, (1) Chilled Water System (4) Roof Top Units, (5) ERVS, and (6) Roof Top Heat Pumps.

- Perform complete functional test of unit and control sequence.
- Perform minor improvements to sequences as needed for better system functionality.
- Test associated input points, i.e. temperature, pressures, humidity, and status, and calibrate as needed.
- Test associated output points, i.e. relays, transducers, actuators, output voltages and calibrate as needed.
- Test low limit safeties and interlocks and adjust as needed.

4. Honeywell DDC Controls for Secondary Controls (28) Variable Volume Boxes, (29) Heat Pumps, (6) Unit Heaters, (4) Heating/Ventilating Units, (1) Fin Tube System, and (1) Exhaust Fan.

- Perform functional test of unit and control sequence from operator workstation and investigate any problems.
- Perform minor improvements to sequences as needed for better system functionality.
- Calibrate input points, i.e. temperature, pressures, humidity, and status as needed.
- Calibrate output points, i.e. transducers, actuators, output voltages as needed.

5. Variable Frequency Drives (6)

- Verify proper response to commands and operation of safeties.
- Check input voltages checking for corrosion and tighten electrical connection as needed.
- Clean unit and cooling fans for proper cooling of solid state components.

Benefits:
Protection: site specific database backed up to protect the investment in your system.
Comfort: control verification will lessen the chance of no heat or no cool situations in your building.
Efficiency: properly tuned and scheduled control systems use less energy.
Freedom: allows you to concentrate on your core business.
Savings: 10% reduction in standard labor rates for repair calls.

Pricing and Term:

During this contract term the Boone Central School will receive a discount of **10% off standard labor rates** for work outside the scope of this agreement.

This agreement will take effect on September 1st, 2019 and will continue for the original term of 12 as selected below. It will automatically renew on a yearly basis after the original term is completed unless the customer or Engineered Controls gives written notice 30 days in advance of the contract renewal date.
The annual price for above services to be:
Five thousand four hundred and no/100 dollars. ($5,400.00)
To be paid in advance in (annual) payments of $5,400.00 ea.

Prices guaranteed for 60 days from proposal date, payment terms net 30.

Exclusions:
Work performed outside of normal business hours.
Repair materials or repair labor hours.
Internet connection at site.
Applicable taxes.

Boone Central Schools	**Engineered Controls, Inc.**
Signature	Signature
Printed Name	Todd Schmidt Printed Name
Title	Branch Manager Title
Date	Date
12 Month	

Terms and conditions

Changes to the customer equipment: The customer retains the right to make changes or alterations to its equipment. If, in Engineered Controls, Inc.'s opinion, such changes or alterations substantially affect Engineered Controls, Inc.'s services or obligations, Engineered Controls Inc. shall have the right to make appropriate changes to the scope or to the price of this agreement or to both.

Exclusions: Engineered Controls Inc.'s services under this agreement do not include:

1) calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error;
2) service calls due to failures resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repairs to equipment not performed or provided by Engineered Controls, Inc.;
3) the furnishing of labor, materials or supplies for painting or refinishing equipment;
4) electrical work to the circuits providing power to the equipment;
5) service calls resulting from additions made to covered equipment or other equipment not covered by this agreement;
6) the repair or replacement of components not normally replaced or maintained on a scheduled basis;
7) removal of oil from pneumatic piping;
8) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage, or damage from unexpected or especially severe weather that is beyond what is prevented by Engineered Controls Inc.'s normal maintenance;
9) work caused by the negligence of others;
10) service calls due to electrical power failures or power fluctuations;
11) disposal of hazardous wastes, hazardous wastes remain the property and the responsibility of the customer, this includes, but is not limited to used oil, refrigerants, PCBs.

Indemnity: Engineered Controls Inc. and the customer agree that Engineered Controls, Inc. shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Engineered Controls, Inc., Engineered Controls, Inc. and the customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents.

Limitations of Liability: Neither Engineered Controls, Inc., nor the customer will be responsible to the other for any special, indirect, or consequential damages. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: (a) acts of God or nature; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of parts, materials, or supplies.

Miscellaneous Provisions:
1) Any notice that is required to be given under this agreement must be in writing and sent to the party at the address noted on the first page of this agreement.
2) This agreement is the entire agreement between Engineered Controls, Inc. and the customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between Engineered Controls, Inc. and the customer.
3) Any change or modification to this agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this agreement.
4) Should any changes to relevant regulations, laws, or codes substantially affect Engineered Controls, Inc.'s services or obligations, the customer agrees to negotiate with engineered Controls, Inc. for appropriate changes to the scope or price of this agreement or both.
5) Either party may cancel this agreement at any time during the contract term by providing written notice 30 days in advance of the requested cancellation date. Should a midterm cancellation be exercised by the customer any savings realized by selecting a multi-year agreement, or cost for providing the agreed upon services up to the early cancelation date, will be due Engineered Controls at cancellation

Springer Roofing Inc.

3720 Cottonmill Ave
Kearney, NE 68845

Phone 308-237-4498 **Fax** 308-237-5274

Estimate-Proposal

Date	Estimate #
8/16/2019	5175

Proposal Submitted To:

BOONE CENTRAL SCHOOLS
NICHOLE HARDWICK
605 S 6TH ST
ALBION, NE 68620

Phone 402-395-2134

Cell

Contact

Project/Job Name
'19--'96 ADDITION-ROOF

Specifications and Estimate for:	Proposed Total
ROOFING PROPOSAL FOR THE -- '96 ADDITION BUILDING SECTION-- OPTION 1: GAF 3 PLY HEAT WELDED 20YR MODIFIED SYSTEM TEAR OFF: . REMOVE ROCK AND RUBBER FROM ROOF AND HAUL AWAY. **. SCREW DOWN EXISTING INSULATION. ROOFING: . MOP ON 1/2" LAYER OF WOOD FIBER INSULATION BOARD OVER THE ISO INSULATION. . MOP SOLID IN HOT ASPHALT 3 PLYS OF TYPE 6 FIBERGLASS PREMIUM FELT. . HEAT WELD ONE LAYER OF GAF GRANULATED MODIFIED BITUMEN OVER ENTIRE DECK. FLASHING: . REFLASH ALL WALLS, CURBS, PIPES AND DRAINS. . INSTALL TERMINATION BAR, & NEW METAL EDGING AS NECESSARY. . STANDARD TWENTY (20) YEAR ROOF GUARANTEE.....$70,678.00 TPO OPTION 2: GAF 20YR RHINO-BOND 60 MIL TPO ROOF SYSTEM TEAR OFF: . REMOVE ROCK & RUBBER ROOFING DOWN TO INSULATION ON ROOF & HAUL AWAY. **. SCREW DOWN EXISTING INSULATION ROOFING: . RHINO BOND 1 LAYER OF 60MIL, ENERGY STAR RATED TPO OVER ENTIRE ROOF TO SYSTEM SPECS. . HEAT WELD ALL SEAMS WITH ROBOTIC WELDER USING THE RHINO-BOND SYSTEM. FLASHING: . FLASH ALL CURBS, WALLS, PIPES & OPENINGS WITH 60MIL TPO. . INSTALL TERMINATION BAR & NEW METAL EDGING AS NECESSARY. STANDARD TWENTY (20)YR ROOF GUARANTEE.....$56,895.00 ** ANY WET INSULATION FOUND WILL BE REPLACED AT AN ADDITIONAL $1.65 PER SQ/FT PER 1" LAYER OF INSULATION.	

We Propose to hereby furnish material and labor--complete in ccordance with the above specifications, for the sum of:

Proposed Total

All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. All alteration or deviation from the above specifications involving extra cost will be executed only upon written or agreed upon verbal orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Due to pricing volitility, all vender price increases will be passed through at the time we receive them.

Authorized Signature:_____

Note: This proposal may be withdrawn by us if not accepted within _____days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature:_____

Date Accepted:_____

Springer Roofing Inc.

3720 Cottonmill Ave
Kearney, NE 68845

Phone 308-237-4498 **Fax** 308-237-5274

Estimate-Proposal

Date	Estimate #
8/16/2019	5175

Proposal Submitted To:

BOONE CENTRAL SCHOOLS
NICHOLE HARDWICK
605 S 6TH ST
ALBION, NE 68620

Phone 402-395-2134

Cell

Contact

Project/Job Name
'19--'96 ADDITION-ROOF

Specifications and Estimate for:	Proposed Total
WARRANTY OPTION -----GAF DIAMOND PLEDGE 20YR NDL (NO DOLLAR LIMIT) EDGE TO EDGE WARRANTY* ROOF WILL BE INSPECTED BY A GAF REPRESENTATIVE. AFTER APPROVAL, A FORMAL 20YR NDL SYSTEM & LABOR WARRANTY WILL BE ISSUED FROM THE SYSTEM'S MANUFACTURER.....$2,400.00	
We Propose to hereby furnish material and labor--complete in ccordance with the above specifications, for the sum of: **Proposed Total**	$0.00

All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. All alteration or deviation from the above specifications involving extra cost will be executed only upon written or agreed upon verbal orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Due to pricing volitility, all vender price increases will be passed through at the time we receive them.

Authorized Signature:_____

Note: This proposal may be withdrawn by us if not accepted within _____days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature:_____

Date Accepted:_____

Visit us at: www.springerroofing.com

Springer Roofing Inc.
3720 Cottonmill Ave
Kearney, NE 68845

Phone 308-237-4498 **Fax** 308-237-5274

Estimate-Proposal

Date	Estimate #
8/27/2019	5183

Proposal Submitted To:

ALBION PUBLIC SCHOOLS
ATTN: NICOLE HARDWICK
605 S 6TH ST
ALBION, NE 68620

Phone 402-395-2134
Cell
Contact

Project/Job Name
'19--METAL ROOF SECTION

Specifications and Estimate for:	Proposed Total
PROPOSAL'IS'FOR"THE'METAL'ROOF'SECTION	
""""""""""""""""""""""""""""""GAF"20YR'RHINO-BOND"TPO'ROOF'SYSTEM	22,981.00
"""""""""""""""""""""""""""""GAF'RHINO-BOND"ATTACHED'60MIL"TPO'SYSTEM	
ROOFING:	
.""'FILL'META'L'RIBS'WITH'FLUTE'FILL'INSULATION,"ACHIEVE"A'FLAT'ROOF'SURFACE.	
.""'INSTALL'LAYER'OF'1/2"'FIBERBOARD'INSULATION'OVER'ENTIRE'DECK.	
.""'RHINO'BOND"1'LAYER'OF'60MIL,'ENERGY'STAR'RATED"TPO'OVER'ENTIRE'ROOF"TO'SYSTEM'SPECS.	
.""'HEAT'WELD"ALL'SEAMS'WITH'ROBOTIC'WELDER'USING"THE'RHINO-BOND'SYSTEM.""	
FLASHING:	
.""'FLASH"ALL'CURBS,'WALLS,'PIPES"&'OPENINGS'WITH'60MIL"TPO.	
.""'INSTALL"TERMINATION'BAR"AS'NECESSARY.	
.""'INSTALL'WOOD'NAILER'EDGES"AS'NECESSARY	
.""'INSTALL"TERMINATION'BAR'ON'EDGE"AS'NECESSARY.	
.""'INSTALL'NEW'METAL'CAP'EDGING'REPLACING"THE'OLD.	
.""'INSTALL'NEW'COMMERCIAL"APRON'GRADE'GUTTER.	
"""""""""""""""""""""""""""""STANDARD"TWENTY"(20)YR"GUARANTEE.	
OPTIONAL:	
""*GAF'DIAMOND'PLEDGE"20YR'NDL"(NO'DOLLAR'LIMIT)'EDGE"TO'EDGE'WARRANTY*	
""""ROOF'WILL'BE'INSPECTED'BY"A'GAF'REPRESENTATIVE."AFTER"APPROVAL,"A"	
""""FORMAL'20YR'NDL'SYSTEM"&'LABOR'WARRANTY'WILL'BE'ISSUED'FROM"THE"	
""""SYSTEM'S'MANUFACTURER,,ADD..........................$1,300.00	

We Propose to hereby furnish material and labor--complete in ccordance with the above specifications, for the sum of:	**Proposed Total**	$22,981.00

All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. All alteration or deviation from the above specifications involving extra cost will be executed only upon written or agreed upon verbal orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Due to pricing volitility, all vender price increases will be passed through at the time we receive them.

Authorized
Signature:____

Note: This proposal may be withdrawn by us if not accepted within ____________days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature:____

Date Accepted:__________________

ATHLETIC COOPERATIVE INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between Boone County School District 06-0001, a/k/a Boone Central Public School District (Boone Central), and Madison County School District 59-0013, a/k/a Newman Grove Public School District (Newman Grove) pursuant to the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 through 13-827, authorizing two or more public entities to enter into an agreement for joint or cooperative action, hereinafter collectively referred to as "the School Districts."

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as set forth below.

1. **Purpose of the Agreement.** The purpose of this Agreement is to establish a cooperative relationship between the School District for purposes of high school student extra-curricular activities programs.

2. **Term of the Agreement.** The term of this Agreement shall be for two years beginning on August 1, 2018, and ending on July 31, 2020.

3. **Extension of the Agreement.** The term of this Agreement may be extended for any further term or terms as the participating school district boards of education may from time to time mutually agree.

4. **Amendment(s) to the Agreement.** Any amendment(s) to this Agreement shall be valid only upon the mutual agreement of the Boards of Education of the Existing Districts. Such amendment(s) must be reduced to writing and approved by formal action of the board of education of each of the Existing School Districts.

5. **Retention of Identities.** Boone Central and Newman Grove shall each retain their separate identities for all purposes except those specified in this agreement for purposes of cooperative activity programs. This agreement shall not be deemed a reorganization of school district and boundaries of the School Districts shall remain unchanged by this Agreement and shall remain as they exist as of the effective date of this agreement, or as they may subsequently be changed in conformity with law. Notwithstanding the foregoing, the name of the cooperative athletic program and teams thereunder shall be Boone Central/Newman Grove, though the uniforms worn by activities teams may reflect the name of one of the participating School Districts or the other. Each party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

6. **Administration.** The Boone Central and Newman Grove Superintendents shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator, with the approval from the boards of education of each of the Districts, may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

7. **Terms of Cooperative Activity Program.** Boone Central and Newman Grove shall each continue to have activity programs and separate membership in the Nebraska School Activities Association (NSAA), and employ and assign certificated and non-certificated personnel to act as athletic directors, coaches and sponsor of such activities. The terms of the cooperative activity program shall be as follows:

a. **Joint Cooperative Activities:** The School District shall jointly offer and participate in the following NSAA sanctioned activities in grade 9 through 12 at the Varsity, Junior Varsity levels of competition:

   i. **Football**
   ii. **Volleyball**
   iii. **Softball**
   iv. **Cross-Country (boys and girls)**
   v. **Basketball (boys and girls)**
   vi. **Wrestling**
   vii. **Track and Field (boys and girls)**
   viii. **Boys Golf (*Amendment 3)**

[Hereinafter "Joint Cooperative Activities"].

b. **Athletic Coaches:** All athletic coaches shall be paid by the school district by which they are employed based upon the Boone Central extra-duty schedule set forth in the Boone Central Public School/Boone Central Education Association negotiated agreement. Boone Central shall pay all costs for the coaches for all athletic activities, including compensation for coaches at no cost to Newman Grove by reimbursement to Newman Grove for all coaches' salaries and benefits (retirement, FICA and FUTA); such payment to be made on or before June 30 following the end of each activity school year.

c. **Fund Accounting:** Boone Central shall provide and pay for the cost of all uniforms, equipment, balls, entry fees, meals and lodging, and officials for the joint cooperative activities. Boone Central will appropriately account for and record all transactions encompassed as a result of the cooperative for each individual activity. Newman Grove shall pay a share of the coaching salaries pursuant to the Proportional Factor set forth below. The expense and revenue records maintained by Boone Central will be annually examined by a certified public accountant.

   i. **The Proportional Factor:** The proportional cost shall be determined by dividing the total cost of the coaching salaries for each activity by the total number of participants per activity by; and then multiplying the number of Newman Grove participants per activity. Participant numbers shall be determined based on the certified NSAA activity roster for each activity. Newman Grove shall make payment to Boone Central following each activity season based on the proportional factor.

   Example (Volleyball):
   Total participants listed on NSAA roster = 25
   Total Newman Grove participants on NSAA roster = 5
   Total coaching salaries, plus benefits (2 @ $4,000/each) = $8,000
   $8,000/25 = $320
   $320 x 5 Newman Grove Participants = $1,600

ii. **Application of the Factor:** The Factor shall apply to each activity within the Joint Cooperative.

d. **Gate Receipts to Contests**: All gate receipts for all Joint Cooperative Activities held in Albion, Newman Grove or Petersburg facilities and playing fields, or other locations, shall collected, and shall be paid to Boone Central.

e. **Uniforms:** ~~Each School District shall contribute existing uniforms, as needed, for teams participating in Joint Cooperative Activities. All new or replacement uniforms and equipment for each sport shall either represent both schools or reflect the Cardinal mascot. All uniform costs are the responsibility of Boone Central.~~

*Item "e" Uniform Amendment Attached

- Amendment (1) - 10/8/18
- Amendment (2) - 6/10/19

f. **Scheduling of Practices, Contests, Games and Competitions:** The sites and scheduling of practices and contest, games or competitions shall be determined jointly by the administration at Boone Central and Newman Grove.

g. **Contracting and Assignment of Officials:** Boone Central shall be responsible for contracting with, and assigning game and contest officials and judges for all Joint Cooperative Activities, and paying all costs for such officials and judges, including per contest or games fee and any additional costs, such as mileage.

h. **Activity Tickets or Passes:** The School Districts shall jointly agree upon the price of the Annual Activity Tickets or Passes for all students in each school district. Students at both Boone Central and Newman Grove must pay for their own activity ticket at the beginning of the school year. Activity Ticket proceeds will be paid to Boone Central.

8. **Indemnification and Insurance:**

a. Boone Central hereby agrees to indemnify and hold harmless, to the fullest extent allowed by law, Newman Grove and its agents and employees against all losses, claims, damages, and expenses, including attorneys' fees, arising out of or resulting from the performance of this Agreement by Boone Central.

b. Newman Grove agrees to indemnify and hold harmless, to the fullest extent allowed by law, Boone Central, its agents and employees from and against all losses, claims, damages, and expenses, including attorneys' fees arising out of or resulting from the performance of this Agreement by Newman Grove.

c. Both parties agree to provide at their own expense liability insurance to indemnify themselves in the event that they become liable for the payment of a judgment based upon their acts or omissions, or the acts or omissions of their agents or employees in performing this Agreement.

9. **Modification:** This Agreement may be modified by written agreement of the parties.

10. **Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Superintendents/Administrators have the authority to acquire real property on behalf of the Parties. The Superintendents/Administrators shall have the authority to acquire and hold any personal property that is needed or required for the implementation of any purpose of this Agreement, provided that the board of the purchasing school district has adopted a budget authorizing or accounting for such a purchase. The title to all such personal property shall be held in the name of the acquiring party for the benefit of all School Districts.

11. **Financing and Budgeting.** Each party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this Agreement.

12. **Taxes.** This Agreement does not grant the School Districts any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 13-2816. The School District owning the Property will be liable for any real estate tax or assessment on such Property.

13. **Nondiscrimination.** The School Districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

14. **Employment Eligibility Verification.** The School Districts shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

15. **Termination and Disposition of Property:** This Agreement may be terminated by either party by giving to the other party written notice of its intention to terminate at least six (6) months prior to the proposed date of termination. Upon termination, all equipment, fixtures and funds remaining shall stay with the Boone Central.

16. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the School Districts and their successors or assigns; provided, this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other School Districts hereto.

17. **Notices:** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier (such as Federal Express), or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses official school district office.

18. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the statutory and decisional law of the State of Nebraska.

19. **Entire Agreement:** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by a writing executed by both parties.

20. **Effective Date:** The Effective Date shall be August 1, 2018. All requirements for periodic meetings or action shall date from the Effective Date of this Agreement.

EXECUTED this 11 day of October, 2017.

BOONE COUNTY SCHOOL DISTRICT 06-0001, A/K/A BOONE CENTRAL PUBLIC SCHOOL DISTRICT

By: _____
President of the Board of Education

ATTEST:
_____

EXECUTED this 9th day of October, 2017.

MADISON COUNTY SCHOOL DISTRICT 59-0013, A/K/A NEWMAN GROVE PUBLIC SCHOOL DISTRICT

By: _____
President of the Board of Education

ATTEST:
_____

AMENDMENT TO BOONE CENTRAL/NEWMAN GROVE INTERLOCAL ATHLETICS AGREEMENT

Section 7.e. of the Boone Central/Newman Grove Interlocal Athletics Agreement dated October 9, 2017 is hereby modified in its entirety and replaced with the following:

Section 7 Terms of Cooperative Activity Program.

e. Uniforms: Each School District shall contribute existing uniforms, as needed, for teams participating in Joint Cooperative Activities. Representation for all new or replacement uniforms and equipment are as follows:

- Cross Country - shall either represent both schools or reflect the Cardinal mascot.
- Football - shall either represent both schools or reflect the Cardinal mascot.
- Volleyball - shall either represent both schools or reflect the Cardinal mascot.
- Softball - shall either represent both schools or reflect the Cardinal mascot.
- Basketball - shall either represent both schools or reflect the Cardinal mascot.
- Track and Field - shall either represent both schools or reflect the Cardinal mascot.
- Wrestling – shall be allowed the continued use of "Boone Central".

EXECUTED this 8 **day of** October**, 2018.**

BOONE COUNTY SCHOOL DISTRICT 06-0001
A/K/A BOONE CENTRAL PUBLIC SCHOOL DISTRICT

By: Patrick J Meyer
President of the Board of Education

ATTEST:

Nicki Hardwich
Boone Central School Superintendent

EXECUTED this 8 **day of** October**, 2018.**

MADISON COUNTY SCHOOL DISTRICT 59-0013
A/K/A NEWMAN GROVE PUBLIC SCHOOL DISTRICT

By: John R Kruger
President of the Board of Education

ATTEST:

Newman Grove School Superintendent

AMENDMENT (2) TO BOONE CENTRAL/NEWMAN GROVE INTERLOCAL ATHLETICS AGREEMENT

Section 7.e. of the Boone Central/Newman Grove Interlocal Athletics Agreement dated October 9, 2017 is hereby modified in its entirety and replaced with the following:

Section 7 Terms of Cooperative Activity Program.

e. Uniforms: Each School District shall contribute existing uniforms, as needed, for teams participating in Joint Cooperative Activities. All new or replacement activity team uniforms will reflect the name "Boone Central" and/or "Cardinals". All uniform costs are the responsibility of Boone Central.

EXECUTED this 10th **day of** June**, 2019.**

BOONE COUNTY SCHOOL DISTRICT 06-0001
A/K/A BOONE CENTRAL PUBLIC SCHOOL DISTRICT

By: _____
President of the Board of Education

ATTEST:

_____
Boone Central School Superintendent

EXECUTED this 10 **day of** June**, 2019.**

MADISON COUNTY SCHOOL DISTRICT 59-0013
A/K/A NEWMAN GROVE PUBLIC SCHOOL DISTRICT

By: D. Jean McCloud
President of the Board of Education

ATTEST:

_____
Newman Grove School Superintendent

AMENDMENT (3) TO BOONE CENTRAL/NEWMAN GROVE INTERLOCAL ATHLETICS AGREEMENT

Section 7.a. of the Boone Central/Newman Grove Interlocal Athletics Agreement dated October 9, 2017 is hereby modified in its entirety and replaced with the following:

7. Terms of Cooperative Activity Program. Boone Central and Newman Grove shall each continue to have activity programs and separate membership in the Nebraska School Activities Association (NSAA), and employ and assign certificated and non-certificated personnel to act as athletic directors, coaches and sponsor of such activities. The terms of the cooperative activity program shall be as follows:

a. **Joint Cooperative Activities:** The School District shall jointly offer and participate in the following NSAA sanctioned activities in grade 9 through 12 at the Varsity, Junior Varsity levels of competition:

i. Football
ii. Volleyball
iii. Softball
iv. Cross-Country (boys and girls)
v. Basketball (boys and girls)
vi. Wrestling
vii. Track and Field (boys and girls)
viii. Boys Golf

EXECUTED this 28th **day of** August**, 2019.**

BOONE COUNTY SCHOOL DISTRICT 06-0001
A/K/A BOONE CENTRAL PUBLIC SCHOOL DISTRICT

By: _____
President of the Board of Education

ATTEST:

Nicole Hardwick
Boone Central School Superintendent

EXECUTED this _____ **day of** _____**, 2019.**

MADISON COUNTY SCHOOL DISTRICT 59-0013
A/K/A NEWMAN GROVE PUBLIC SCHOOL DISTRICT

By: _____
President of the Board of Education

ATTEST:

_____
Newman Grove School Superintendent

ATHLETIC INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is made and entered into by and between Boone County School District 06-0001, a/k/a Boone Central Public School District (Boone Central), and Madison County School District 59-0013, a/k/a Newman Grove Public School District (Newman Grove) pursuant to the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 through 13-827, authorizing two or more public entities to enter into an agreement for joint or cooperative action, hereinafter collectively referred to as "the School Districts."

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as set forth below.

1. **Purpose of the Agreement.** The purpose of this Agreement is to establish a cooperative relationship between the School Districts for purposes of high school student extra-curricular activities programs.

2. **Term of the Agreement.** The term of this Agreement shall be for two years beginning on August 1, 2020, and ending on July 31, 2022.

3. **Extension of the Agreement.** The term of this Agreement may be extended for any further term or terms as the participating school district boards of education may from time to time mutually agree.

4. **Amendment(s) to the Agreement.** Any amendment(s) to this Agreement shall be valid only upon the mutual agreement of the Boards of Education of the Existing Districts. Such amendment(s) must be reduced to writing and approved by formal action of the board of education of each of the Existing School Districts.

5. **Retention of Identities.** Boone Central and Newman Grove shall each retain their separate identities for all purposes except those specified in this agreement for purposes of cooperative activity programs. This agreement shall not be deemed a reorganization of school district and boundaries of the School Districts shall remain unchanged by this Agreement and shall remain as they exist as of the effective date of this agreement, or as they may subsequently be changed in conformity with law. Notwithstanding the foregoing, the name of the cooperative athletic program and teams thereunder shall be "Boone Central".

6. **Administration.** The Boone Central and Newman Grove Superintendents shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator, with the approval from the boards of education of each of the Districts, may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

7. **Cooperative Activities Director.** The Boone Central Activities Director will serve as the cooperative activities director (AD) and will be the main contact for the athletic programs included in the cooperative. The AD is in charge of scheduling events, organizing contracts with schools, contracting officials, evaluating coaches, and recommending coaches for open positions.

8. **Terms of Cooperative Activity Program.** Boone Central and Newman Grove shall each continue to have activity programs and separate membership in the Nebraska School Activities Association (NSAA), and employ and assign certificated and non-certificated personnel to act as athletic directors, coaches and sponsors of such activities. The terms of the cooperative activity program shall be as follows:

   a. **Joint Cooperative Activities:** The School Districts shall jointly offer and participate in the following NSAA sanctioned activities in grade 9 through 12 at the Varsity, Junior Varsity levels of competition:

      i. **Football**
      ii. **Volleyball**
      iii. **Softball**
      iv. **Cross-Country (boys and girls)**
      v. **Basketball (boys and girls)**
      vi. **Wrestling**
      vii. **Track and Field (boys and girls)**
      viii. **Golf (boys and girls)**

   [Hereinafter "Joint Cooperative Activities"].

   b. **Fund Accounting:** Boone Central shall provide and pay for the cost of all uniforms, equipment, balls, entry fees, meals and lodging, and officials for the joint cooperative activities. Boone Central will appropriately account for and record all transactions encompassed as a result of the cooperative for each individual activity. The expense and revenue records maintained by Boone Central will be annually examined by a certified public accountant.

   c. **Athletic Coaches:** All athletic coaches shall be paid by the school district by which they are employed based upon the Boone Central extra-duty schedule set forth in the Boone Central Public School/Boone Central Education Association negotiated agreement. Boone Central shall pay all costs for the coaches for all athletic activities, including compensation for coaches at no cost to Newman Grove by reimbursement to Newman Grove for all coaches' salaries and benefits (retirement, FICA and FUTA); such payment to be made on or before June 30 following the end of each activity school year.

      i. **The Proportional Factor:** Newman Grove shall pay a share of the coaching salaries pursuant to the Proportional Factor set forth below. The proportional cost shall be determined by dividing the total cost of the coaching salaries for each activity by the total number of participants per activity by; and then multiplying the number of Newman Grove participants per activity. Participant numbers shall be determined based on the certified NSAA activity roster for each activity. Newman Grove shall make payment to Boone Central following each activity season based on the proportional factor.

Example (Volleyball):
Total participants listed on NSAA roster = 25
Total Newman Grove participants on NSAA roster = 5
Total coaching salaries, plus benefits (2 @ $4,000/each) = $8,000
$8,000/25 = $320
$320 x 5 Newman Grove Participants = $1,600

ii. **Application of the Factor:** The Factor shall apply to each activity within the Joint Cooperative.

d. **Gate Receipts to Contests:** All gate receipts for all Joint Cooperative Activities held in Albion, Newman Grove or Petersburg facilities and playing fields, or other locations, shall collected, and shall be paid to Boone Central.

e. **Uniforms:** Each School District shall contribute existing uniforms, as needed, for teams participating in Joint Cooperative Activities. All new or replacement activity team uniforms will reflect the name "Boone Central" and/or "Cardinals". All uniform costs are the responsibility of Boone Central.

~~f.~~ **Scheduling of Practices, Contests, Games and Competitions:** The sites and scheduling of practices and contest, games or competitions shall be determined and communicated by the Cooperative Activities Director. Practices, contests, games and competitions shall be played at Boone Central, however Newman Grove facilities may be used when necessary.

g. **Contracting and Assignment of Officials:** Boone Central shall be responsible for contracting with, and assigning game and contest officials and judges for all Joint Cooperative Activities, and paying all costs for such officials and judges, including per contest or games fee and any additional costs, such as mileage.

h. **Activity Tickets or Passes:** The School Districts shall jointly agree upon the price of the Annual Activity Tickets or Passes for all students in each school district. Students at both Boone Central and Newman Grove must pay for their own activity ticket at the beginning of the school year. Activity Ticket proceeds will be paid to Boone Central.

i. **Athletic Trainers:** Boone Central agrees to provide athletic trainer services to enhance the health of respective student athletes and to improve the quality, accessibility and times of services for the prevention, physical evaluation and physical reconditioning of injuries incurred during and in preparation for sports competitions. Newman Grove agrees to reimburse Boone Central the cost associated with .25 FTE athletic trainer for an average of 10 hours per week for 52 weeks per year. The employee lease agreement for athletic trainers and fees will be reviewed, discussed, and approved annually by both superintendents.

9. **Indemnification and Insurance:**
   a. Boone Central hereby agrees to indemnify and hold harmless, to the fullest extent allowed by law, Newman Grove and its agents and employees against all losses, claims, damages, and expenses, including attorneys' fees, arising out of or resulting from the performance of this Agreement by Boone Central.

   b. Newman Grove agrees to indemnify and hold harmless, to the fullest extent allowed by law, Boone Central, its agents and employees from and against all losses, claims, damages, and expenses, including attorneys' fees arising out of or resulting from the performance of this Agreement by Newman Grove.

   c. Both parties agree to provide at their own expense liability insurance to indemnify themselves in the event that they become liable for the payment of a judgment based upon their acts or omissions, or the acts or omissions of their agents or employees in performing this Agreement.

10. **Modification:** This Agreement may be modified by written agreement of the parties.

11. **Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Superintendents/Administrators have the authority to acquire real property on behalf of the Parties. The Superintendents/Administrators shall have the authority to acquire and hold any personal property that is needed or required for the implementation of any purpose of this Agreement, provided that the board of the purchasing school district has adopted a budget authorizing or accounting for such a purchase. The title to all such personal property shall be held in the name of the acquiring party for the benefit of all School Districts.

12. **Financing and Budgeting.** Each party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this Agreement.

13. **Taxes.** This Agreement does not grant the School Districts any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 13-2816. The School District owning the Property will be liable for any real estate tax or assessment on such Property.

14. **Nondiscrimination.** The School Districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

15. **Employment Eligibility Verification.** The School Districts shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

16. **Termination and Disposition of Property:** This Agreement may be terminated by either party by giving to the other party written notice of its intention to terminate at least six (6) months prior to the proposed date of termination. Upon termination, all equipment, fixtures and funds remaining shall stay with the Boone Central.

17. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the School Districts and their successors or assigns; provided, this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other School Districts hereto.

18. **Notices:** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier (such as Federal Express), or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses official school district office.

19. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the statutory and decisional law of the State of Nebraska.

20. **Entire Agreement:** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by a writing executed by both parties.

21. **Effective Date:** The Effective Date shall be August 1, 2020. All requirements for periodic meetings or action shall date from the Effective Date of this Agreement.

EXECUTED THIS 28 TH DAY OF August, 2019.

BOONE COUNTY SCHOOL DISTRICT 06-0001,
A/K/A BOONE CENTRAL PUBLIC SCHOOL DISTRICT

By: _____
President of the Board of Education

ATTEST:

Nicole Hardwick
Boone Central School Superintendent

EXECUTED THIS _____ TH DAY OF _____, 2019.

MADISON COUNTY SCHOOL DISTRICT 59-0013,
A/K/A NEWMAN GROVE PUBLIC SCHOOL DISTRICT

By: _____
President of the Board of Education

ATTEST:

_____
Newman Grove School Superintendent

RESOLUTION OF BOARD OF EDUCATION TO SELECT THE DESIGN-BUILD CONTRACT DELIVERY SYSTEM

WHEREAS, the Board of Education ("Board") of Boone Central Public Schools (legally known as Boone County School District 06-0001 and referred to herein as the "School District") believes it to be in the School District's best interests to use the design-build contract delivery system under the Nebraska Political Subdivisions Construction Alternatives Act ("Act") to complete the 2020 Facilities Project ("Project").

BE IT THEREFORE RESOLVED that the Board hereby selects the design-build contract delivery system to complete the Project and authorizes, empowers and directs the School District's administration to develop policies for the Board to adopt and take all actions necessary to comply with the terms of the Act in proceeding with the design-build contract delivery system.

BE IT FURTHER RESOLVED that the Board hereby directs the School District's administration to prepare a request for proposals and publish notice of the same in a newspaper of general circulation within the School District and file it with the Nebraska Department of Education.

BE IT FURTHER RESOLVED that the following individuals are designated as members of the Design-Build Selection Committee:

(1) School Board Members - Tim Stopak, Darren Wright, Ed Knott
(2) School Superintendent - Nicole Hardwick
(3) Performance Criteria Developer selected by the Board to assist in the Development of the Project Performance Criteria.

BE IT FURTHER RESOLVED that all proposals received in response to the request for proposals are hereby referred to the Design-Build Selection Committee.

Dated: August 28, 2019

President of the Board of Education

ATTEST:

Secretary of the Board of Education