

# Board of Education Regular Meeting

Monday, June 13, 2022 7:00 PM

Pender Public School, Room 303, 609 Whitney St, Pender, NE 68047-0629

1. **The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.**

2. **Call to Order, Roll Call, Establishment of a Quorum**

3. **Approve Minutes of Previous Meetings**

4. **Financial Report**

5. **Approve Payment of Bills**

6. **Administrative Reports**

7. **Audience with Board**

8. **Summer Project Update**

9. **Personnel**

1. Resignation - Andrea Hansen

2. Extended Contracts

3. Extra Duty Assignments

10. **Surplus Items**

11. **Policy**

1. Second and Final Reading - 1220, 3132, 3540, 4009, 4133, 6600, 8343 and 8346

2. First Reading - 9000, 9121, 9122, 9301, 9320 and 9340

12. **Plan for Safe Return to School**

13. **Building Addition**

14. **Pendragon Sports Complex**

15. **Executive Session**

16. **Reconvene in Open Session**

17. **Upcoming Meetings/Board Opportunities**

1. School Leaders and Law Conference - June 22-23 - Kearney

2. Omelet Feed - June 25 - 8:00 am to 10:00 am

3. Next Regular Meeting - Wednesday, July 13 at  
7:00 p.m.

4. NASB Area Membership Meeting - August 31 -  
Norfolk

18. **Adjournment**

19. **The sequence of agenda topics is subject to  
change at the discretion of the board. Please  
arrive at the beginning of the meeting.**

**PENDER PUBLIC SCHOOL BOARD OF EDUCATION MEETING MINUTES**  
**Pender High School – Room #303**  
**May 9, 2022 – 8:00 p.m.**

The Pender Public School Board of Education met in regular session in Room #303 on Monday, May 9, 2022. President Matt Peters called the meeting to order at 8:03 p.m. with the following members present: Jason Roth, Matt Peters, Jean Karlen, and Matt Heineman. Absent: JJ Maise and Mandy Johnson. Also present at the school were Superintendent Jason Dolliver, Elementary Principal/SPED Director Kelly Ballinger, Secondary Principal Eric Miller and Recording Secretary Deanna Hansen.

As required by Nebraska Statute 84-1412(8), President Peters drew the attention of those present to the location of information regarding the Open Meetings Act posted in the meeting room and accessible to all members of the public.

President Peters reviewed the agenda as presented, affirmed that every board member had received notice of the meeting, and confirmed that the time and place of the meeting had been published or posted as required by Board Policy 8342.

A motion to approve the minutes of the special board meeting held on March 30, 2022 was made by Heineman and seconded by Karlen. President Peters stated the motion and the result of roll call vote being all ayes (4-0, Maise & Johnson absent); motion carried.

Board member Johnson arrived at 8:05 pm.

A motion to approve the amended minutes of the regular board meeting held on April 11, 2022 was made by Johnson and seconded by Karlen. President Peters stated the motion and the result of roll call vote being all ayes (5-0, Maise absent); motion carried.

Superintendent Dolliver presented the Financial Reports, reviewing the expenses and revenue for the General, School Nutrition and Activity Funds.

Board member Maise arrived at 8:06 pm.

A motion to approve financial reports and payment of bills as follows: Activity Fund - \$12,954.72; General Fund - \$313,149.23; School Nutrition Fund - \$22,372.75; Special Building Fund - \$3,000.00; Employee Benefit Fund - \$2,583.30 and Payroll - \$218,812.89 was made by Heineman, seconded by Roth. President Peters stated the motion and the result of roll call vote being all ayes; motion carried.

Mrs. VonSeggern and Mr. King provided a review of the proposal for new secondary math curriculum resources. They researched what was available and they felt the McGraw Hill resources are the best for Pender Public School. Together with Dr. Dolliver, they reviewed the quote that was attached to the agenda. Superintendent Dolliver recommended approving the purchase of the secondary math resources from McGraw Hill.

A motion was made by Maise and seconded by Johnson to Approve the purchase of the McGraw Hill secondary math curriculum as discussed at a cost up to \$29,473.17. President Peters stated the motion and the result of roll call vote being all ayes; motion carried.

Secondary Principal Eric Miller, Elementary Principal/Special Education Director Kelly Ballinger and Superintendent Jason Dolliver presented their administrative reports. These reports can be seen in their entirety by logging on to the Pender School website (<http://www.penderschools.org>) and clicking on the Board of Education tab, and then selecting eMeeting. A printed copy can be obtained at the school. Some of the topics covered in the reports include:

<u>Superintendent</u>	<u>Secondary Principal</u>	<u>Elementary Principal</u>
Mission Statement	Mission Statement	Mission Statement
Professional Goals	Professional Goals	Professional Goals
Workshops/Meetings	Past Events	Workshops/Meetings Attended
School Improvement	LB399	Welsh’s Battle of the Books
Elementary Honor Band	Spring Parent Survey	Teacher Appreciation Week
Jr. High Sports	FFA Spring Banquet	NSCAS Awards
July Board Meeting	Seniors Last Day	4 <sup>th</sup> Qtr. PRIDE Assembly
Covid Update	Senior Walk	LB399
June Board Meeting	Class of 2022 Scholarships	Spring Sprints 2022
	DJ’s Hero Scholarship	Summer School / Jump Start
	School Counselor Update	2022-23 Class Size Projections
	College Signing Day	PRIDE Awards
	NSAA Class C Multi-Activity Award	Upcoming Events
	eSports State Champion	
	Shrek the Musical	
	Upcoming Activities	

Superintendent Dolliver shared a letter of resignation from Jessica Brichacek, effective April 29, 2022. Dolliver recommended approving Ms. Brichacek’s resignation and thanking her for her years of service to the District.

A motion was made by Johnson and seconded by Maise to accept the letter of resignation from Jessica Brichacek effective April 29, 2022 and thank her for her two years of service to the district. President Peters restated the motion and the result of roll call vote being all ayes (6-0); motion carried.

Superintendent Dolliver reported that Payton Blanke, Judy Giese, Janet Schopke, Amy Steinmeyer, Kira Swinton and Rebecca Zweep were offered and have accepted summer work agreements. These employees will provide services for our students through the Pendragon Academy/Extended School Year/Reading Improvement Plan and Jump Start programs. Dr. Dolliver recommended approval of the summer work agreements as presented.

A motion was made by Johnson and seconded by Maise to approve the 2022 ESY/PA/RIP and Jump Start summer work agreements as reviewed. President Peters stated the motion and the result of roll call vote being all ayes; motion carried.

Superintendent Dolliver reported that Lucas Timm, Claire Felber, Maya Dolliver and Taylor Clark were offered and accepted a summer work agreement to assist the Maintenance/Custodial crew during the summer. Dr. Dolliver recommended approval of the summer custodial work agreements as presented.

A motion was made by Maise and seconded by Roth to approve the 2022 Maintenance/Custodial work agreements as reviewed. President Peters stated the motion and the result of roll call vote being all ayes; motion carried.

Superintendent Dolliver reported that Chris Meyer was offered and has accepted a summer work agreement to be a substitute with the Summer Foodservice Program. The SFSP program will be dine-in only for breakfast and lunch during 2022. Dr. Dolliver recommended approval of the SFSP work agreement as presented.

A motion was made by Maise and seconded by Johnson to approve the 2022 Summer Foodservice Program work agreement as reviewed. President Peters stated the motion and the result of roll call vote being all ayes; motion carried.

Superintendent Dolliver reported that Tech Director Jennifer Davis indicated she would again like to hire a part-time hourly employee to help complete some of the tasks needed over the summer. Taylor Clark was offered and accepted a summer work agreement for part-time technology help. Dr. Dolliver shared his support of this need and recommended approval of hiring a part-time hourly employee.

A motion was made by Karlen and seconded by Maise to approve the 2022 Part-Time Summer Technology work agreement as reviewed. President Peters stated the motion and the result of roll call vote being all ayes; motion carried.

Superintendent Dolliver reported that Tab Albus was offered and accepted a work agreement to complete the District census by July 15<sup>th</sup>. Dr. Dolliver recommended approval of this work agreement as presented.

A motion was made by Johnson and seconded by Maise to approve the 2022 District Census work agreement as reviewed. President Peters stated the motion and the result of roll call vote being all ayes; motion carried.

Dr. Dolliver reported to the Board that since the last meeting, the Resolution From Pender Public Schools Authorizing It To Join the Pathways 2 Tomorrow Joint Public Agency was published for the required three weeks in The Pender Times (April 21, April 28 and May 5, 2022). The next step in the process is for the Board to approve and sign the resolution which was published. Dolliver recommended approving the resolution.

A motion was made by Heineman and second by Roth to approve the resolution to join the Pathways 2 Tomorrow Joint Public Agency. President Peters stated the motion and the result of roll call vote being all ayes; motion carried.

Superintendent Dolliver reviewed a list of items and asked that they be declared surplus, and disposition be authorized. Board Policy 3090 provides guidelines for declaring items as surplus and disposing of them. Dr. Dolliver recommended approval of the list as presented.

A motion was made by Johnson and seconded by Maise to declare the list of items as surplus and to authorize the Superintendent to dispose of the items as allowed in Board Policy 3090. President Peters stated the motion and the result of roll call vote being all ayes, motion carried.

Superintendent Dolliver stated that the changes to Board Policy 5506, 5610, 5720 and 5730 were read and had first approval at the April meeting. The final versions of these Policies were attached to the agenda, and Dr. Dolliver recommended approving the second and final reading. A motion was made by Johnson and seconded by Maise to approve the second and final reading of BOE Policy 5506, 5610, 5720 and 5730. President Peters restated the motion and the result of roll call vote being all ayes, motion carried.

The additions or amendments to Policy 1220, 3132, 3540, 4009, 4133, 6600, 8343, 8346 and 9340 were provided by school legal counsel, and they represent the policies that are included in the Annual Policy Update. This update was received one month sooner than normal, because there are policies that need to be in effect by July 1. The first reading was completed, and the Policy Committee and Dr. Dolliver will meet prior to the June meeting to review them further. Superintendent Dolliver recommended approving the first reading as presented.

A motion was made by Johnson and seconded by Karlen to approve the first reading of BOE Policy 1220, 3132, 3540, 4009, 4133, 6600, 8343, 8346 and 9340. President Peters restated the motion and the result of roll call vote being all ayes, motion carried.

Dr. Dolliver reported that he had been communicating with personnel from Davis Design since the last Board meeting. The Board discussed the options for moving forward with rebidding the building addition project. It was decided that the Transportation / Facilities Committee would meet with Dr. Dolliver before the next meeting. No action was taken.

Superintendent Dolliver provided an update on the Pendragon Sports Complex. He shared that installation of the final track surface had been started and he mentioned what the potential next steps may be. He recommended the Transportation / Facilities Committee meet prior to the next meeting. No action was taken.

President Peters reminded board members of the upcoming regular meeting scheduled for June 13, beginning at 7:00 p.m.

A motion to adjourn was made by Maise and seconded by Roth. President Peters stated the motion and the result of the vote being all ayes the meeting was adjourned at 10:06 p.m.

Jason Roth, Secretary

Deanna Hansen, Recording Secretary

## Pender Public Schools

### May Payables

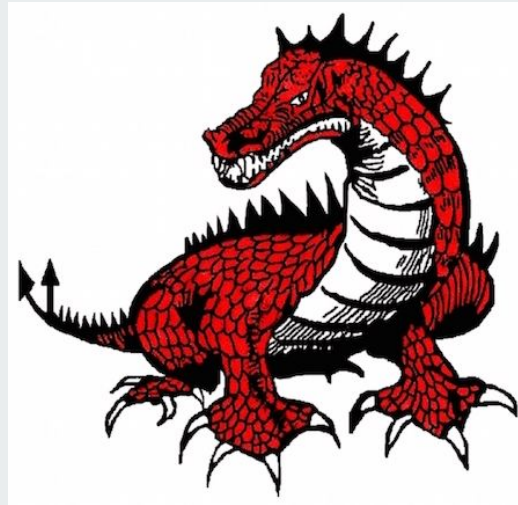
Check Number	Payee	Type	Amount
39456	AFLAC-12	May Payroll Liability	\$937.62
39457	AFLAC-10	May Payroll Liability	\$176.29
39458	Blue Cross Blue Shield of NE	May Payroll Liability	\$68,273.12
39459	Department of Revenue	May Payroll Liability	\$10,098.63
EFT	Employee Benefit Fund	May Payroll Liability	\$3,363.02
39460	Frontier Bank	May Payroll Liability	\$67,193.25
39461	Madison National Life Ins Co, Inc	May Payroll Liability	\$1,724.95
39462	Nebraska School Retirement	May Payroll Liability	\$53,726.33
39463	Pender General Fund	May Payroll Liability	\$347.00
39464	PTECF Fund	May Payroll Liability	\$250.00
39465	Special Building Fund	May Payroll Liability	\$1,795.00
39466	Vision Service Plan	May Payroll Liability	\$729.79
EFT	HSA Account Contributions	May Payroll Liability	\$4,859.73
39468	ACT	Professional Service	\$375.00
39469	Amazon Capital Services	Accounts Payable	\$1,622.24
39470	Appearra	Rug Rental	\$51.73
39471	Ashfall Fossil Beds	2nd Grade Field Trip	\$200.00
39472	Blick Art Materials	Classroom Supplies	\$318.94
39473	BulkBookstore	Classroom Supplies	\$191.70
39474	Canon Financial Services	Copier Lease	\$1,070.72
39475	Carpenter Paper Company	Custodial Supplies	\$915.96
39476	Cognia	Annual Membership Fee	\$1,200.00
39477	Copy Write Publishing	Printing	\$842.00
39478	Crown Plaza	Lodging-ASD Conference	\$959.60
39479	Cubbys	Fuel & Miscellaneous Supplies	\$3,601.71
39480	Dave's Drycleaning	Choir Robes	\$526.00
39481	Davis Design	Professional Fees	\$2,150.59
39482	Dunn's Plumbing and Heating	Repairs	\$75.00
39483	Durham Museum	3rd Grade Field Trip	\$16.05
39484	Educational Service Unit #1	Professional Development	\$40.00
39485	First National Bank	Accounts Payable	\$23,572.73
39486	Flinn Scientific Inc.	Classroom Supplies	\$132.80
39487	Henry Doorly Zoo	6th Grade Field Trip	\$216.00
39467	Henry Doorly Zoo	1st Grade Field Trip	\$176.00
39488	IXL Learning	Site License Renewal	\$4,588.00
39489	Janke Auto Co.	Bus/Van Maintenance & Inspections	\$772.90
39490	John Deere Financial	Lawn Mower	\$254.00
39491	Lamp Auto Parts	Transportation Supplies	\$218.01
EFT	LED Nation Corp	Scoreboards	\$20,398.00
39492	Matheson Tri-Gas, Inc.	Welding Gas & Bottle Rent	\$78.65
39493	Midwest Alarm Services	Monitoring Service	\$126.03
39494	Mike & Kim Hofmeister	Spring Sprint shirts	\$278.00
39495	National Art & School Supplies	Classroom Supplies	\$331.85
39496	Nebraska Safety Center	Level 1 and 2 Training	\$500.00
39497	Nye Technology Solutions	7 Security Cameras & Licensing	\$13,170.00
39498	Omaha Stage Equipment	Stage Light Repair	\$929.00
39499	One Source	Background Check	\$5.00
39500	Pender Ace Hardware	Maintenance Supplies	\$96.50
39501	Pender Municipal Utilities	April Usage	\$12,767.97
39502	Pender School Nutrition Fund	Reimbursement	\$1,411.86
39503	Petty Cash Fund	Reimbursement	\$752.14
39504	Puckett Florist	Accounts Payable	\$38.50
39505	Quill Corporation	Office Supplies	\$789.18
39506	Rays Midbell	Instrument Repair	\$49.27

39507	Scholastic Inc	Classroom Supplies	\$324.43
39508	School Nurse Supply Inc	Supplies	\$46.05
39509	School Specialty, LLC	Classroom Supplies	\$591.64
39510	Schoolmate	Elementary Planners	\$520.95
39511	Staples Advantage	Classroom Supplies	\$174.26
39512	Sturek Media, Inc.	Printing	\$551.98
39513	University of NE - Lincoln	Professional Development	\$1,400.00
39514	UNL State Museum	4th Grade Field Trip	\$175.50
39515	Verizon Wireless	WiFi	\$80.06
		<b>General Fund Total</b>	<b>\$313,149.23</b>
		<b>May Payroll Total</b>	<b>\$218,812.89</b>
		<b>School Nutrition Fund Total</b>	<b>\$22,372.75</b>
		<b>Activity Fund total</b>	<b>\$12,954.72</b>
		<b>Special Building Fund Total</b>	<b>\$3,000.00</b>
		<b>Employee Benefit Fund</b>	<b>\$2,583.30</b>

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# Pender Public Schools

Financial Report  
June 13, 2022





## Purpose

- Draw attention to district finance in a way that is more engaging for Board members and anyone who happens to be in attendance
- Infuse more discussion about district finance into monthly Board meeting
  - Designed to be something in addition to the questions and comments made when the checks are approved
- Create a historical catalog, which will be helpful in many ways

**FINANCIAL REPORT FOR MAY 2022  
SCHOOL NUTRITION FUND #346217**

<b>Balance - April 29, 2022</b>		<b>206,053.19</b>
Student Breakfasts	268.57	
Student Lunches	850.48	
Adult Breakfast/Lunch	1,139.50	
AFS Snack Reimbursement	210.00	
Special Milk Reimbursement	57.64	
SFSP Reimbursement	30,439.69	
Federal Supply Chain Assistance Grant		
Other Receipts	1,989.66	
Interest	36.92	
<b>TOTAL REVENUE</b>		<b>34,992.46</b>
Accounts Payable	17,024.24	
Payroll	4,883.40	
Payroll Liabilities	5,348.51	
<b>TOTAL EXPENDITURES</b>		<b>27,256.15</b>
<b>Reconciled Bank Balance - May 31, 2022</b>		<b><u>\$ 213,789.50</u></b>
<i>Reconciled Bank Balance - May 31, 2021</i>		<i>\$ 128,379.36</i>
<i>Reconciled Bank Balance - May 31, 2020</i>		<i>\$ 58,854.96</i>
<i>Reconciled Bank Balance - May 31, 2019</i>		<i>\$ 54,111.36</i>
<i>Reconciled Bank Balance - May 31, 2018</i>		<i>\$ 48,960.51</i>
<i>Reconciled Bank Balance - May 31, 2017</i>		<i>\$ 45,873.23</i>
<i>Reconciled Bank Balance - May 31, 2016</i>		<i>\$ 51,910.30</i>

**FINANCIAL REPORT FOR MAY 2022**  
**ACTIVITY FUND #346195**

<b>Checking Account Balance - April 29, 2022</b>	<b>72,123.46</b>
<b>Certificates of Deposit Balance - April 29, 2022</b>	<b>77,062.67</b>
<b>Total Balance - April 29, 2022</b>	<b><u>149,186.13</u></b>

Activity Revenue	20,569.34
Interest Earned	<u>13.60</u>

**TOTAL REVENUE** **20,582.94**

Activity Expenses	<u>22,885.33</u>
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**TOTAL EXPENDITURES** **22,885.33**

<b>Checking Account Balance - May 31, 2022</b>	<b>69,714.24</b>
<b>Certificates of Deposit Balance - May 31, 2022</b>	<b><u>77,062.67</u></b>

**Reconciled Bank Balance - May 31, 2022** **\$ 146,883.74**

<i>Reconciled Balance - May 31, 2021</i>	<i>\$ 150,691.44</i>
<i>Reconciled Balance - May 31, 2020</i>	<i>\$ 144,378.64</i>
<i>Reconciled Balance - May 31, 2019</i>	<i>\$ 129,090.64</i>
<i>Reconciled Balance - May 31, 2018</i>	<i>\$ 104,039.49</i>
<i>Reconciled Balance - May 31, 2017</i>	<i>\$ 129,263.72</i>
<i>Reconciled Balance - May 31, 2016</i>	<i>\$ 148,509.23</i>
<i>Reconciled Balance - May 31, 2015</i>	<i>\$ 151,857.17</i>

**FINANCIAL REPORT FOR MAY 2022**  
**GENERAL FUND #41-200-7**

**Balance - April 29, 2022** **1,970,171.37**

Taxes Levied (County Proceeds)	1,315,830.23	
SPED SA Reimbursement (20-21)	42,234.00	
SPED SA FFR Extra Pay (19-20)	3,521.00	
SPED SA Transportation (19-20)	2,577.00	
State Aid	123,486.00	
MAC SN21	4,095.92	
DS SN21	3,344.59	
SPED Tuition	20,000.00	
Other Local Receipts	3,992.25	
Interest Earned	1,145.69	
<b>TOTAL REVENUE</b>		<b>1,520,226.68</b>

February Accounts Payable	77,657.15	
February Payroll	213,929.49	
February Payroll Liabilities	213,474.73	
<b>TOTAL EXPENDITURES</b>		<b>505,061.37</b>

**Checking & Super Sweep**  
**Reconciled Balance - May 31, 2022** **\$ 2,985,336.68**

<i>Reconciled Balance - May 31, 2021</i>	<i>\$ 2,346,302.45</i>
<i>Reconciled Balance - May 31, 2020</i>	<i>\$ 1,781,017.84</i>
<i>Reconciled Balance - May 31, 2019</i>	<i>\$ 1,571,176.21</i>
<i>Reconciled Balance - May 31, 2018</i>	<i>\$ 1,846,556.15</i>
<i>Reconciled Balance - May 31, 2017</i>	<i>\$ 1,601,351.18</i>
<i>Reconciled Balance - May 31, 2016</i>	<i>\$ 1,819,046.26</i>
<i>Reconciled Balance - May 31, 2015</i>	<i>\$ 2,270,533.40</i>

# YTD Cash Balance

Sorted by Site, Group, Activity.  
YTD through 05/31/2022.

Site ID	Site Name		Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name	Activity ID    Activity Name					
<b>PPS</b>	<b>Pender Public Schools</b>						
<b>A</b>	<b>ATHLETICS</b>						
110	BOYS BASKETBALL		\$ 3,034.33	\$ 5,942.03	\$ 5,968.17	-\$ 42.00	\$ 2,966.19
115	BOYS GOLF		-\$ 4,481.23	\$ 996.98	\$ 1,231.28	\$ 0.00	-\$ 4,715.53
120	FOOTBALL		-\$ 21,374.39	\$ 9,306.40	\$ 13,899.25	\$ 0.00	-\$ 25,967.24
125	GIRLS BASKETBALL		\$ 6,689.44	\$ 4,962.87	\$ 5,504.00	-\$ 19.60	\$ 6,128.71
130	GIRLS GOLF		-\$ 3,094.04	\$ 0.00	\$ 60.00	\$ 0.00	-\$ 3,154.04
135	HS TRACK		-\$ 5,811.27	\$ 3,771.90	\$ 2,010.84	\$ 0.00	-\$ 4,050.21
140	JH BASKETBALL		-\$ 10,110.26	\$ 996.00	\$ 3,047.00	\$ 0.00	-\$ 12,161.26
145	JH FOOTBALL		-\$ 6,392.05	\$ 478.50	\$ 839.47	\$ 0.00	-\$ 6,753.02
150	JH TRACK		-\$ 644.09	\$ 0.00	\$ 565.00	\$ 0.00	-\$ 1,209.09
155	JH VOLLEYBALL		-\$ 386.48	\$ 652.75	\$ 767.06	\$ 0.00	-\$ 500.79
160	JH WRESTLING		\$ 1,338.93	\$ 1,798.00	\$ 1,235.33	-\$ 180.00	\$ 1,721.60
165	VOLLEYBALL		\$ 2,631.96	\$ 5,518.76	\$ 6,795.27	\$ 141.80	\$ 1,497.25
170	HS WRESTLING		-\$ 805.46	\$ 3,774.00	\$ 4,263.05	\$ 0.00	-\$ 1,294.51
175	WEIGHT LIFTING		-\$ 8,167.51	\$ 418.00	\$ 64.14	\$ 0.00	-\$ 7,813.65
177	Bowling		-\$ 120.00	\$ 0.00	\$ 560.00	\$ 0.00	-\$ 680.00
182	BASEBALL		-\$ 12,146.11	\$ 1,076.40	\$ 380.13	\$ 0.00	-\$ 11,449.84
185	CROSS COUNTRY		-\$ 3,480.08	\$ 2,021.16	\$ 2,457.25	\$ 0.00	-\$ 3,916.17
195	EQUIPMENT		\$ 32,298.22	\$ 0.00	\$ 0.00	\$ 0.00	\$ 32,298.22
197	ADVANCE TICKET SALES		\$ 28,270.00	\$ 6,540.00	\$ 0.00	\$ 0.00	\$ 34,810.00
950	Girls Golf Coop		\$ 3,865.07	\$ 489.58	\$ 788.54	-\$ 125.00	\$ 3,441.11
	<b>A</b>	<b>Totals:</b>	<b>\$ 1,114.98</b>	<b>\$ 48,743.33</b>	<b>\$ 50,435.78</b>	<b>-\$ 224.80</b>	<b>-\$ 802.27</b>
<b>B</b>	<b>CLASSES</b>						
265	CLASS OF 2021		\$ 4,304.50	\$ 0.00	\$ 275.00	\$ 0.00	\$ 4,029.50
270	CLASS OF 2022		\$ 575.69	\$ 520.13	\$ 915.77	\$ 0.00	\$ 180.05
275	CLASS OF 2023		\$ 3,281.77	\$ 5,211.00	\$ 5,703.54	\$ 0.00	\$ 2,789.23
280	CLASS OF 2024		\$ 308.10	\$ 0.00	\$ 0.00	\$ 0.00	\$ 308.10
294	Class of 2016		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
295	Class of 2017		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
296	Class of 2018		-\$ 532.78	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 532.78
297	Class of 2019		-\$ 433.99	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 433.99
298	Class of 2020		\$ 838.53	\$ 0.00	\$ 0.00	\$ 0.00	\$ 838.53
	<b>B</b>	<b>Totals:</b>	<b>\$ 8,341.82</b>	<b>\$ 5,731.13</b>	<b>\$ 6,894.31</b>	<b>\$ 0.00</b>	<b>\$ 7,178.64</b>

# YTD Cash Balance

Sorted by Site, Group, Activity.  
YTD through 05/31/2022.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					
<b>C</b>	<b>ACADEMIC CLUBS</b>					
315	INSTRUMENTAL	-\$ 20,624.06	\$ 10,991.60	\$ 4,871.20	\$ 0.00	-\$ 14,503.66
317	Jazz Band	-\$ 1,633.62	\$ 0.00	\$ 150.00	\$ 0.00	-\$ 1,783.62
320	One-Act	\$ 404.37	\$ 3,327.98	\$ 2,212.47	\$ 0.00	\$ 1,519.88
321	Speech	-\$ 2,025.68	\$ 3,094.44	\$ 4,844.72	\$ 0.00	-\$ 3,775.96
322	QUIZ BOWL	\$ 523.36	\$ 640.00	\$ 0.00	\$ 0.00	\$ 1,163.36
335	NATIONAL HONOR SOCIETY	\$ 2,689.13	\$ 855.70	\$ 0.00	\$ 0.00	\$ 3,544.83
345	STUDENT COUNCIL	\$ 4,658.84	\$ 3,536.56	\$ 3,387.16	\$ 0.00	\$ 4,808.24
350	VOCAL MUSIC	-\$ 5,628.03	\$ 412.10	\$ 2,563.03	\$ 0.00	-\$ 7,778.96
360	BOOK FAIR PROCEEDS	-\$ 65.08	\$ 4,713.36	\$ 4,692.41	\$ 0.00	-\$ 44.13
365	CLOSE-UP	-\$ 188.42	\$ 5,121.00	\$ 2,012.31	\$ 0.00	\$ 2,920.27
370	MUSICAL	\$ 4,590.86	\$ 3,846.96	\$ 2,045.79	\$ 0.00	\$ 6,392.03
375	YEARBOOK	\$ 22,726.64	\$ 6,352.55	\$ 3,930.98	\$ 11.00	\$ 25,159.21
	<b>C Totals:</b>	<b>\$ 5,428.31</b>	<b>\$ 42,892.25</b>	<b>\$ 30,710.07</b>	<b>\$ 11.00</b>	<b>\$ 17,621.49</b>
<b>E</b>	<b>MISCELLANEOUS</b>					
410	STRIV	-\$ 1,056.02	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 1,056.02
420	Elementary Box Top Money	\$ 1,960.49	\$ 35.60	\$ 562.38	\$ 0.00	\$ 1,433.71
430	Heese Event Center Contributions	\$ 477.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 477.00
435	SPED Fundraising	\$ 5,122.02	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,122.02
440	CHEERLEADING	-\$ 372.81	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 372.81
445	MISCELLANEOUS	-\$ 956.34	\$ 7,306.03	\$ 5,159.37	-\$ 158.64	\$ 1,031.68
450	F&R Sponsor Pd by District	\$ 0.00	\$ 0.00	\$ 6,555.39	\$ 0.00	-\$ 6,555.39
500	DONATION	\$ 25,153.30	\$ 0.00	\$ 0.00	\$ 0.00	\$ 25,153.30
505	Pender Booster Club	-\$ 383.76	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 383.76
510	CONCESSIONS	\$ 37,026.89	\$ 26,318.53	\$ 24,564.30	\$ 1,062.30	\$ 39,843.42
525	INTEREST	-\$ 82,916.69	\$ 107.83	\$ 0.00	\$ 0.00	-\$ 82,808.86
530	FLAMES	\$ 4,592.85	\$ 1,930.44	\$ 4,277.30	\$ 0.00	\$ 2,245.99
535	PENDER POP MACHINE	\$ 31,087.19	\$ 9,847.26	\$ 12,124.78	-\$ 905.60	\$ 27,904.07
540	PICTURE MONEY	\$ 3,587.18	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,587.18
585	ART	\$ 492.04	\$ 0.00	\$ 0.00	\$ 0.00	\$ 492.04
620	ACTIVITY FEES	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
777	E-Sports	-\$ 293.00	\$ 956.36	\$ 1,582.89	\$ 36.00	-\$ 883.53
	<b>E Totals:</b>	<b>\$ 23,520.34</b>	<b>\$ 46,502.05</b>	<b>\$ 54,826.41</b>	<b>\$ 34.06</b>	<b>\$ 15,230.04</b>
<b>F</b>	<b>VOCATIONAL</b>					
606	FFA LEADERSHIP	\$ 35,598.20	\$ 3,809.83	\$ 2,659.40	\$ 0.00	\$ 36,748.63
610	FFA	\$ 37,418.39	\$ 84,835.22	\$ 70,283.04	-\$ 107.90	\$ 51,862.67
615	FFA INSTRUCTOR	-\$ 10,204.38	\$ 0.00	\$ 468.00	\$ 0.00	-\$ 10,672.38
	<b>F Totals:</b>	<b>\$ 62,812.21</b>	<b>\$ 88,645.05</b>	<b>\$ 73,410.44</b>	<b>-\$ 107.90</b>	<b>\$ 77,938.92</b>

# YTD Cash Balance

Sorted by Site, Group, Activity.  
YTD through 05/31/2022.

Site ID	Site Name					
Group ID	Group Name					
Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>G</b>	<b>ADMINISTRATION</b>					
700	HOSTED CONTEST	\$ 35,012.94	\$ 11,782.00	\$ 8,647.74	\$ 0.00	\$ 38,147.20
705	STAFF DEVELOPMENT	-\$ 3,673.91	\$ 0.00	\$ 457.83	\$ 0.00	-\$ 4,131.74
710	STATE CONTEST	-\$ 12,167.20	\$ 16.00	\$ 4,877.30	\$ 0.00	-\$ 17,028.50
715	EQUIPMENT	-\$ 21,113.74	\$ 5.00	\$ 0.00	\$ 0.00	-\$ 21,108.74
720	MISCELLANEOUS	-\$ 15,451.34	\$ 2,302.00	\$ 2,798.42	\$ 0.00	-\$ 15,947.76
	<b>G Totals:</b>	-\$ 17,393.25	\$ 14,105.00	\$ 16,781.29	\$ 0.00	-\$ 20,069.54
<b>H</b>	<b>INVESTMENTS</b>					
1010	CERTIFICATES OF DEPOSIT	\$ 52,894.69	\$ 0.00	\$ 0.00	\$ 0.00	\$ 52,894.69
1020	INTEREST ON CD'S	\$ 23,899.19	\$ 13.36	\$ 0.00	\$ 288.09	\$ 24,200.64
	<b>H Totals:</b>	\$ 76,793.88	\$ 13.36	\$ 0.00	\$ 288.09	\$ 77,095.33
<b>I</b>	<b>CO-OP ACTIVITIES</b>					
2005	Raptor JH VB	-\$ 903.18	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 903.18
2010	Raptor JH Football	-\$ 4,166.49	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 4,166.49
2015	Raptors JH Girls Basketball	\$ 174.32	\$ 0.00	\$ 0.00	\$ 0.00	\$ 174.32
2020	Raptors JH Boys Basketball	-\$ 304.67	\$ 0.00	\$ 223.75	\$ 0.00	-\$ 528.42
2025	Raptors JH Wrestling	-\$ 3,168.58	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 3,168.58
2030	Raptors JH Track	-\$ 2,342.03	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 2,342.03
905	Raptor HS Track	-\$ 6,038.52	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 6,038.52
915	TC Thunder Bowling	-\$ 486.00	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 486.00
925	Thunder Baseball	-\$ 6,829.81	\$ 3,561.00	\$ 4,425.74	\$ 0.00	-\$ 7,694.55
975	Raptor Speech	-\$ 120.00	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 120.00
985	Softball Co-op	-\$ 757.17	\$ 1,566.12	\$ 2,379.26	\$ 0.00	-\$ 1,570.31
	<b>I Totals:</b>	-\$ 24,942.13	\$ 5,127.12	\$ 7,028.75	\$ 0.00	-\$ 26,843.76
	<b>PPS Totals:</b>	\$ 135,676.16	\$ 251,759.29	\$ 240,087.05	\$ 0.45	\$ 147,348.85
	<b>Report Totals:</b>	\$ 135,676.16	\$ 251,759.29	\$ 240,087.05	\$ 0.45	\$ 147,348.85

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2022 to 05/31/2022.

Activity ID Site ID	Activity Name Site Name	Vendor Name	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>110 BOYS BASKETBALL</b> <hr/>						
PPS	Pender Public Schools					
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	60.00
<hr/> <b>115 BOYS GOLF</b> <hr/>						
PPS	Pender Public Schools					
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha 867616	No	5/22-1518-LH	Deanna Hansen 1/4 Zip Golf Jackets	38.00
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha	No	5/22-3331-AF	Deanna Hansen golf invite coaches lunch	98.38
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha 867616	No	5/22-1518-LH	Deanna Hansen 1/4 Zip Golf Jackets	12.00
044137 Cleared	05/09/2022 05/31/2022	Ponca Public Schools	No	5/11/22	Deanna Hansen boys golf entry fee	50.00
044141 Cleared	05/09/2022 05/31/2022	Wakefield Community Schools	No	5/6/22 BG	Deanna Hansen 5/6 boys golf entry fee	60.00
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	60.00
044151 Cleared	05/17/2022 05/31/2022	Osmond Community Schools	No	5/16 Dist Boys Golf	Deanna Hansen entry fee	60.00
044154 Printed	05/17/2022 05/17/2022	Tekamah-Herman Public Schools	No	5/12/22 Boys Golf	Deanna Hansen entry fee	85.00
Total for PPS - Pender Public Schools:						463.38
Total for 115 - BOYS GOLF:						463.38

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2022 to 05/31/2022.

Activity ID Site ID	Activity Name Site Name	Vendor Name	Approved by	Amount
Check # Status	Issue Date Status Date	PO Number	1099? Invoice Number Description	
<hr/> <b>120 FOOTBALL</b> <hr/>				
PPS	Pender Public Schools			
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha	Deanna Hansen FB coach hats	107.00
		No 5/22-4784-cv		
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha	Deanna Hansen banners for Sr FB players	73.59
		No 5/22-4784-CV#2		
044149 Printed	05/17/2022 05/17/2022	NSAA	Deanna Hansen 22-23 membership fees	60.00
		No 2022-23 Membership		
Total for PPS - Pender Public Schools:				240.59
Total for 120 - FOOTBALL:				240.59
<hr/> <b>125 GIRLS BASKETBALL</b> <hr/>				
PPS	Pender Public Schools			
044149 Printed	05/17/2022 05/17/2022	NSAA	Deanna Hansen 22-23 membership fees	60.00
		No 2022-23 Membership		
<hr/> <b>130 GIRLS GOLF</b> <hr/>				
PPS	Pender Public Schools			
044149 Printed	05/17/2022 05/17/2022	NSAA	Deanna Hansen 22-23 membership fees	60.00
		No 2022-23 Membership		

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2022 to 05/31/2022.

Activity ID Site ID	Activity Name Site Name	Vendor Name	Approved by	Amount
Check # Status	Issue Date Status Date	PO Number	1099? Invoice Number Description	
<hr/> <b>135 HS TRACK</b> <hr/>				
PPS	Pender Public Schools			
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha 867621	No 5/22-1438-DK Deanna Hansen Wristband Resources	254.40
044133 Cleared	05/09/2022 05/31/2022	Oakland-Craig Public Schools	No 4/28/22 Deanna Hansen 4/28 JV Track entry fee	60.00
044133 Cleared	05/09/2022 05/31/2022	Oakland-Craig Public Schools	No 5/5/22 Deanna Hansen 5/5 HS track entry fee	150.00
044143 Cleared	05/09/2022 05/31/2022	Wisner-Pilger High School	No 4/26/22 Deanna Hansen 4/26 HS Track entry fee	150.00
044149 Printed	05/17/2022 05/17/2022	NSAA	No 2022-23 Membership Deanna Hansen 22-23 membership fees	120.00
044155 Printed	05/17/2022 05/17/2022	Humphrey Public Schools	No 5/12 Dist Track Deanna Hansen entry fee	150.00
044156 Cleared	05/18/2022 05/31/2022	Hartington-Newcastle Public Schools	No 5/18/2022 Deanna Hansen entry fees	280.00
Total for PPS - Pender Public Schools:				1,164.40
Total for 135 - HS TRACK:				1,164.40

<hr/> <b>150 JH TRACK</b> <hr/>				
PPS	Pender Public Schools			
044129 Cleared	05/09/2022 05/31/2022	Lyons-Decatur Northeast Public School	No 4/21/22 JH TR Deanna Hansen 4/21 JH Track entry fee	150.00
044133 Cleared	05/09/2022 05/31/2022	Oakland-Craig Public Schools	No 4/29/22 Deanna Hansen 4/29 JH track entry fee	150.00
044143 Cleared	05/09/2022 05/31/2022	Wisner-Pilger High School	No 5/9/22 Deanna Hansen 5/9 JH Track entry fee	125.00
Total for PPS - Pender Public Schools:				425.00
Total for 150 - JH TRACK:				425.00

<hr/> <b>165 VOLLEYBALL</b> <hr/>				
PPS	Pender Public Schools			
044149 Printed	05/17/2022 05/17/2022	NSAA	No 2022-23 Membership Deanna Hansen 22-23 membership fees	60.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2022 to 05/31/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<b>170 HS WRESTLING</b>						
PPS	Pender Public Schools					
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha	No	5/22-4784-CV#3	Deanna Hansen NSWCA dues	110.00
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	210.00
Total for PPS - Pender Public Schools:						320.00
Total for 170 - HS WRESTLING:						320.00
<b>177 Bowling</b>						
PPS	Pender Public Schools					
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	120.00
<b>182 BASEBALL</b>						
PPS	Pender Public Schools					
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	60.00
<b>185 CROSS COUNTRY</b>						
PPS	Pender Public Schools					
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	140.00
<b>270 CLASS OF 2022</b>						
PPS	Pender Public Schools					
044144 Cleared	05/17/2022 05/31/2022	Countryside Photography 867647	No	2303	Deanna Hansen Large composite and new glass	330.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2022 to 05/31/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<b>275 CLASS OF 2023</b>						
PPS Pender Public Schools						
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha 867608	No	5/22-9966-eM	Deanna Hansen Prom supplies from Amazon	32.09
044134 Cleared	05/09/2022 05/31/2022	Pender Ace Hardware	No	34077	Deanna Hansen prom	11.98
Total for PPS - Pender Public Schools:						44.07
Total for 275 - CLASS OF 2023:						44.07
<b>315 INSTRUMENTAL</b>						
PPS Pender Public Schools						
044138 Cleared	05/09/2022 05/31/2022	Popplers Music, Inc. 867629	No	2600296	Deanna Hansen Music for District Music	44.97
044138 Cleared	05/09/2022 05/31/2022	Popplers Music, Inc. 867629	No	2600296	Deanna Hansen Music for District Music	-0.04
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	30.00
Total for PPS - Pender Public Schools:						74.93
Total for 315 - INSTRUMENTAL:						74.93
<b>320 One-Act</b>						
PPS Pender Public Schools						
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	60.00
<b>321 Speech</b>						
PPS Pender Public Schools						
044117 Printed	05/09/2022 05/09/2022	4N6 Fanatics.com, LLC 867639	Yes	2985	Deanna Hansen Script Vault for Speech	200.00
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	60.00
Total for PPS - Pender Public Schools:						260.00
Total for 321 - Speech:						260.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2022 to 05/31/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
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## 350 VOCAL MUSIC

PPS	Pender Public Schools					
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha 867625	No	5/22-2540-BK	Deanna Hansen contest music	101.99
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha 867630	No	5/22-2540-BK#2	Deanna Hansen contest music	87.97
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	30.00
Total for PPS - Pender Public Schools:						219.96
Total for 350 - VOCAL MUSIC:						219.96

## 370 MUSICAL

PPS	Pender Public Schools					
044118 Cleared	05/09/2022 05/31/2022	Amazon Capital Services 867626	No	16XJ-KHVH- KRQQ	Deanna Hansen musical costumes	134.79
044126 Printed	05/09/2022 05/09/2022	In The Spotlight Costume Shop, LLC 867624	Yes	60	Deanna Hansen costumes for musical	80.00
044128 Cleared	05/09/2022 05/31/2022	Little Red Hen Theater 867636	No	04202022	Deanna Hansen costume rental for musical	75.00
044130 Cleared	05/09/2022 05/31/2022	Midwest Music Center 867635	No	225994	Deanna Hansen 2 headset mics	250.00
Total for PPS - Pender Public Schools:						539.79
Total for 370 - MUSICAL:						539.79

## 375 YEARBOOK

PPS	Pender Public Schools					
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha	No	5/22-6740-DH	Deanna Hansen photo prints	41.17

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2022 to 05/31/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>445 MISCELLANEOUS</b> <hr/>						
PPS	Pender Public Schools					
044146 Printed	05/17/2022 05/17/2022	Howells Dodge Consolidated School	No	58504	Deanna Hansen East Husker Conf Plaques	135.32
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	40.00
Total for PPS - Pender Public Schools:						175.32
Total for 445 - MISCELLANEOUS:						175.32
<hr/> <b>450 F&amp;R Sponsor Pd by District</b> <hr/>						
PPS	Pender Public Schools					
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha	No	5/22-8114-DB#2	Deanna Hansen parking during state FFA contest	22.50
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha	No	5/22-8114-DB#3	Deanna Hansen meal Bartlett & Claussen	31.26
044125 Printed	05/09/2022 05/09/2022	Holiday Inn Express & Suites Lincoln I-80	No	April6-8FFA	Deanna Hansen lodging for state FFA 2022	599.94
044145 Cleared	05/17/2022 05/31/2022	Frontier Bank	No	2022 State Golf	Deanna Hansen meal money	32.00
044145 Cleared	05/17/2022 05/31/2022	Frontier Bank	No	2022 State Track	Deanna Hansen meal money	64.00
044152 Cleared	05/17/2022 05/31/2022	Quality Inn	No	2022 All-State Band	Deanna Hansen lodging for All State Band	240.00
Total for PPS - Pender Public Schools:						989.70
Total for 450 - F&R Sponsor Pd by District:						989.70

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2022 to 05/31/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<b>510 CONCESSIONS</b>						
PPS	Pender Public Schools					
044120 Cleared	05/09/2022 05/31/2022	Cash-Wa Distributing No		13335048	Deanna Hansen concession supplies	449.25
044120 Cleared	05/09/2022 05/31/2022	Cash-Wa Distributing No		13347732	Deanna Hansen concession supplies	270.70
044136 Cleared	05/09/2022 05/31/2022	Pepsi-Cola of Siouxland, Inc. No		2100133118	Deanna Hansen pop for concessions&vending	44.80
044136 Cleared	05/09/2022 05/31/2022	Pepsi-Cola of Siouxland, Inc. No		2100133119	Deanna Hansen pop for concessions	89.60
044136 Cleared	05/09/2022 05/31/2022	Pepsi-Cola of Siouxland, Inc. No		2100135259	Deanna Hansen pop for concessions&vending	815.40
044142 Cleared	05/09/2022 05/31/2022	Welsh's Pizza No		8856-35	Deanna Hansen pizza for concessions (winter)	1,078.00
Total for PPS - Pender Public Schools:						2,747.75
Total for 510 - CONCESSIONS:						2,747.75

<b>535 PENDER POP MACHINE</b>						
PPS	Pender Public Schools					
044136 Cleared	05/09/2022 05/31/2022	Pepsi-Cola of Siouxland, Inc. No		2100133118	Deanna Hansen pop for concessions&vending	509.20
044136 Cleared	05/09/2022 05/31/2022	Pepsi-Cola of Siouxland, Inc. No		2100135259	Deanna Hansen pop for concessions&vending	134.40
Total for PPS - Pender Public Schools:						643.60
Total for 535 - PENDER POP MACHINE:						643.60

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2022 to 05/31/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<b>606 FFA LEADERSHIP</b>						
PPS Pender Public Schools						
044121 Printed	05/09/2022 05/09/2022	District III NAEA 867646	No	3	Deanna Hansen District Fees, Large Chapter	300.00
044148 Cleared	05/17/2022 05/31/2022	Nebraska FFA Association 867649	No	COLT137	Deanna Hansen COLT Registration	1,375.00
044153 Cleared	05/17/2022 05/31/2022	The Leadership Center 867650	No	2022-F324	Deanna Hansen COLT rooms	800.00
044153 Cleared	05/17/2022 05/31/2022	The Leadership Center 867650	No	2022-F324	Deanna Hansen COLT rooms	-80.00
Total for PPS - Pender Public Schools:						2,395.00
Total for 606 - FFA LEADERSHIP:						2,395.00
<b>610 FFA</b>						
PPS Pender Public Schools						
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha 867593	No	5/22-8114-DB	Deanna Hansen Breakfast Pizza from Cubby's for FFA Week	39.90
044122 Cleared	05/09/2022 05/31/2022	First National Bank of Omaha 867593	No	5/22-8114-DB	Deanna Hansen Breakfast Pizza from Cubby's for FFA Week	160.00
044125 Printed	05/09/2022 05/09/2022	Holiday Inn Express & Suites Lincoln I-80 No	No	April6-8FFA	Deanna Hansen lodging for state FFA 2022	3,099.69
044127 Cleared	05/09/2022 05/31/2022	John Ahlers 867644	No	4292022	Deanna Hansen Banquet Meals	1,725.00
044132 Cleared	05/09/2022 05/31/2022	National FFA Organization 867628	No	MDS263322	Deanna Hansen Banquet Order	940.00
044132 Cleared	05/09/2022 05/31/2022	National FFA Organization 867628	No	MDS263322	Deanna Hansen Banquet Order	-107.73
044135 Cleared	05/09/2022 05/31/2022	Pender School Nutrition Fund 867645	No	29-apr-22	Deanna Hansen Banquet Desserts	360.00
044142 Cleared	05/09/2022 05/31/2022	Welsh's Pizza 867590	No	8856-34	Deanna Hansen Pizza for Hoe Down	180.00
044142 Cleared	05/09/2022 05/31/2022	Welsh's Pizza 867590	No	8856-34	Deanna Hansen Pizza for Hoe Down	-48.00
Total for PPS - Pender Public Schools:						6,348.86
Total for 610 - FFA:						6,348.86

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2022 to 05/31/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>615 FFA INSTRUCTOR</b> <hr/>						
PPS	Pender Public Schools					
044131 Printed	05/09/2022 05/09/2022	Nebraska Agricultural Education 867642	Yes	2022-23 dues	Deanna Hansen Claussen NAEA Dues	180.00
044153 Cleared	05/17/2022 05/31/2022	The Leadership Center 867650	No	2022-F324	Deanna Hansen COLT rooms	320.00
044153 Cleared	05/17/2022 05/31/2022	The Leadership Center 867650	No	2022-F324	Deanna Hansen COLT rooms	-32.00
Total for PPS - Pender Public Schools:						468.00
Total for 615 - FFA INSTRUCTOR:						468.00
<hr/> <b>710 STATE CONTEST</b> <hr/>						
PPS	Pender Public Schools					
044145 Cleared	05/17/2022 05/31/2022	Frontier Bank	No	2022 State Golf	Deanna Hansen meal money	240.00
044145 Cleared	05/17/2022 05/31/2022	Frontier Bank	No	2022 State Track	Deanna Hansen meal money	256.00
044152 Cleared	05/17/2022 05/31/2022	Quality Inn	No	2022 All-State Band	Deanna Hansen lodging for All State Band	720.00
Total for PPS - Pender Public Schools:						1,216.00
Total for 710 - STATE CONTEST:						1,216.00
<hr/> <b>720 MISCELLANEOUS</b> <hr/>						
PPS	Pender Public Schools					
044147 Cleared	05/17/2022 05/31/2022	Nebraska Coaches Association	No	2022-23 dues	Deanna Hansen coach dues	1,415.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2022 to 05/31/2022.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>925</b> <b>Thunder Baseball</b> <hr/>						
PPS      Pender Public Schools						
044113 Void	04/29/2022 05/02/2022	Grant Thompson	Yes	4.30.22	Deanna Hansen Baseball vs Arlington Ump	-140.00
044115 Void	04/29/2022 05/02/2022	Mike Raynor	Yes	4.30.22	Deanna Hansen Baseball vs Arlington Ump	-140.00
044119 Cleared	05/09/2022 05/31/2022	AT&T Mobility	No	287312820239X 04282022	Deanna Hansen hotspot for Baseball	40.04
044124 Cleared	05/09/2022 05/31/2022	Hauff Sporting Goods - Omaha 867559	No	100681	Deanna Hansen baseball game hats	578.61
044124 Cleared	05/09/2022 05/31/2022	Hauff Sporting Goods - Omaha 867559	No	100681	Deanna Hansen baseball game hats	25.00
044134 Cleared	05/09/2022 05/31/2022	Pender Ace Hardware	No	34155	Deanna Hansen striping paint	29.16
044140 Cleared	05/09/2022 05/31/2022	Terry Mailloux	Yes	4/22/22	Deanna Hansen baseball scoreboard	15.00
Total for PPS - Pender Public Schools:						407.81
Total for 925 - Thunder Baseball:						407.81
<hr/> <b>985</b> <b>Softball Co-op</b> <hr/>						
PPS      Pender Public Schools						
044139 Cleared	05/09/2022 05/31/2022	Protime Sports Inc. 867620	No	309938	Deanna Hansen NEN Viper jerseys	1,275.00
044149 Printed	05/17/2022 05/17/2022	NSAA	No	2022-23 Membership	Deanna Hansen 22-23 membership fees	60.00
Total for PPS - Pender Public Schools:						1,335.00
Total for 985 - Softball Co-op:						1,335.00
<b>Grand Total :</b>						<b>22,885.33</b>

# Receipt History

Detail report. Sorted by Site, Receipt Number.  
From 05/01/2022 to 05/31/2022.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Tax Amount		
Tax Name	Tax Activity			Tax Rate %					
<b>PPS Pender Public Schools</b>									
002231	05/09/2022		5-9-2022		staff and students	pop machine proceeds			
535	PENDER POP MACHINE						469.00	0.00	469.00
						Total For 002231:			469.00
002232	05/09/2022		5-9-2022		students/parents	BBB skills camp receipts			
110	BOYS BASKETBALL						815.00	0.00	815.00
						Total For 002232:			815.00
002233	05/09/2022		5-9-2022		Lyons	Elem Honor Band tshirts			
315	INSTRUMENTAL						165.00	0.00	165.00
						Total For 002233:			165.00
002234	05/09/2022		5-9-2022		Lyons Decatur	Elem Honor Band Entry fees			
315	INSTRUMENTAL						195.00	0.00	195.00
						Total For 002234:			195.00
002235	05/09/2022		5-9-2022		North Bend	JH WR entry fee			
160	JH WRESTLING						100.00	0.00	100.00
						Total For 002235:			100.00
002236	05/09/2022		5-9-2022		Wisner & Humphrey	EHC Quiz Bowl entry fee			
322	QUIZ BOWL						42.00	0.00	42.00
						Total For 002236:			42.00
002237	05/09/2022		5-9-2022		BBB players	BBB Summer Camp fees			
110	BOYS BASKETBALL						132.00	0.00	132.00
						Total For 002237:			132.00
002238	05/09/2022		5-9-2022 #2		students	Elem Honor Band entry fee			
315	INSTRUMENTAL						1,590.00	0.00	1,590.00
						Total For 002238:			1,590.00
002239	05/09/2022		5-9-2022 #2		students	Elem Honor Band tshirts			
315	INSTRUMENTAL						810.00	0.00	810.00
						Total For 002239:			810.00
002240	05/09/2022		5-9-2022 #2		students and parents	concession proceeds-Elem Honor			
510	CONCESSIONS						894.45	0.00	894.45
315	INSTRUMENTAL						596.30	0.00	596.30
						Total For 002240:			1,490.75
002241	05/09/2022		5-9-2022 #2		BBB players	BBB Summer Camp fees			
110	BOYS BASKETBALL						660.00	0.00	660.00
						Total For 002241:			660.00
002242	05/09/2022		5-9-2022 #2		students	Elem Honor Band tshirt			
315	INSTRUMENTAL						15.00	0.00	15.00
						Total For 002242:			15.00
002243	05/09/2022		5-9-2022 #2		Janet's Jungle	proceeds from Plant Sale			
321	Speech						757.23	0.00	757.23
						Total For 002243:			757.23
002244	05/09/2022		5-9-2022 #2		Box Tops	box top proceeds			

# Receipt History

Detail report. Sorted by Site, Receipt Number.  
From 05/01/2022 to 05/31/2022.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID			Tax Amount		
Tax Name	Tax Activity			Tax Rate %				
420	Elementary Box Top Money					11.40	0.00	11.40
						Total For 002244:		11.40
002245	05/09/2022		5-9-2022 #2		spectators			Gate Procees-Elem Honor Band
315	INSTRUMENTAL					975.05	0.00	975.05
						Total For 002245:		975.05
002246	05/09/2022		5-9-2022 #2		Leigh			Boys Golf entry fee
115	BOYS GOLF					75.00	0.00	75.00
						Total For 002246:		75.00
002247	05/09/2022		5-9-2022 #2		Arlington			Elem Honor Band entry fees
315	INSTRUMENTAL					405.00	0.00	405.00
						Total For 002247:		405.00
002248	05/09/2022		5-9-2022 #2		Arlington			Elem Honor Band tshirts
315	INSTRUMENTAL					240.00	0.00	240.00
						Total For 002248:		240.00
002249	05/09/2022		5-9-2022 #2		students			Elem Honor Band tshirts
315	INSTRUMENTAL					315.00	0.00	315.00
						Total For 002249:		315.00
002250	05/16/2022		5-16-2022		spectators			gate proceeds-musical
370	MUSICAL					3,509.00	0.00	3,509.00
						Total For 002250:		3,509.00
002251	05/16/2022		5-16-2022		Wayne			elem honor band entry fee
315	INSTRUMENTAL					600.00	0.00	600.00
						Total For 002251:		600.00
002252	05/16/2022		5-16-2022		Wayne			elem honor band tshirts
315	INSTRUMENTAL					465.00	0.00	465.00
						Total For 002252:		465.00
002253	05/16/2022		5-16-2022		spectators			concession proceeds-musical
370	MUSICAL					315.96	0.00	315.96
510	CONCESSIONS					473.94	0.00	473.94
						Total For 002253:		789.90
002254	05/16/2022		5-16-2022		staff and students			pop machine proceeds
535	PENDER POP MACHINE					223.55	0.00	223.55
						Total For 002254:		223.55
002255	05/16/2022		5-16-2022		Bancroft Rosalie			JH Wrestling entry fee
160	JH WRESTLING					100.00	0.00	100.00
						Total For 002255:		100.00
002256	05/16/2022		5-16-2022		parents			photo sales
375	YEARBOOK					244.00	0.00	244.00
						Total For 002256:		244.00
002257	05/16/2022		5-16-2022		parents			photo sales
375	YEARBOOK					183.00	0.00	183.00

# Receipt History

Detail report. Sorted by Site, Receipt Number.  
From 05/01/2022 to 05/31/2022.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Tax Amount		
Tax Name	Tax Activity			Tax Rate %					
						Total For 002257:			183.00
002258	05/16/2022		5-16-2022		spectators	gate proceeds-musical			
370	MUSICAL						22.00	0.00	22.00
						Total For 002258:			22.00
002259	05/16/2022		5-16-2022		student	padlock replacement			
715	EQUIPMENT						5.00	0.00	5.00
						Total For 002259:			5.00
002260	05/16/2022		5-16-2022		West Point	EHC Quiz Bowl entry fee			
322	QUIZ BOWL						36.00	0.00	36.00
						Total For 002260:			36.00
002261	05/16/2022		5-16-2022		McCauley	BBB Summer Camp			
110	BOYS BASKETBALL						66.00	0.00	66.00
						Total For 002261:			66.00
002262	05/16/2022		5-16-2022		Reha	BBB Youth Skills Camp			
110	BOYS BASKETBALL						25.00	0.00	25.00
						Total For 002262:			25.00
002263	05/17/2022		5-17-2022		staff and students	pop machine proceeds			
535	PENDER POP MACHINE						150.00	0.00	150.00
						Total For 002263:			150.00
002264	05/17/2022		5-17-2022		Cameron	speech jacket			
321	Speech						60.00	0.00	60.00
						Total For 002264:			60.00
002265	05/17/2022		5-17-2022		parents	photo sales			
375	YEARBOOK						24.00	0.00	24.00
						Total For 002265:			24.00
002266	05/18/2022		5-18-2022		students, staff and parents	state track shirt sales			
135	HS TRACK						1,194.00	0.00	1,194.00
						Total For 002266:			1,194.00
002267	05/18/2022		5-18-2022		Rada Cutlery	Rada Fundraiser proceeds			
345	STUDENT COUNCIL						235.56	0.00	235.56
						Total For 002267:			235.56
002268	05/20/2022		5-20-2022		Simonsen	state track clothing sales			
135	HS TRACK						47.00	0.00	47.00
						Total For 002268:			47.00
002269	05/20/2022		5-20-2022		staff and students	pop machine proceeds			
535	PENDER POP MACHINE						181.90	0.00	181.90
						Total For 002269:			181.90
002270	05/20/2022		5-20-2022		Timm	summer milk money			
175	WEIGHT LIFTING						87.00	0.00	87.00
						Total For 002270:			87.00
002271	05/20/2022		5-20-2022		parents	photo sales			
375	YEARBOOK						219.00	0.00	219.00

# Receipt History

Detail report. Sorted by Site, Receipt Number.  
From 05/01/2022 to 05/31/2022.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Tax Amount		
Tax Name	Tax Activity			Tax Rate %					
						Total For 002271:			219.00
002272	05/24/2022		5-24-2022		Twin River	EHC Quiz Bowl entry fee			
322	QUIZ BOWL						36.00	0.00	36.00
						Total For 002272:			36.00
002273	05/24/2022		5-24-2022		Tekamah Herman	boys golf entry fee			
115	BOYS GOLF						75.00	0.00	75.00
						Total For 002273:			75.00
002274	05/24/2022		5-24-2022		parents/students	Summer Weightlifting Milk			
175	WEIGHT LIFTING						209.00	0.00	209.00
						Total For 002274:			209.00
002275	05/24/2022		5-24-2022		Rutar	GBB Youth Camp Registration			
125	GIRLS BASKETBALL						15.00	0.00	15.00
						Total For 002275:			15.00
002276	05/31/2022		5-31-2022		cash from Lisa	return start-up cash			
720	MISCELLANEOUS						2,110.00	0.00	2,110.00
						Total For 002276:			2,110.00
002277	05/31/2022		5-31-2022		parents and students	Youth GBB Skills Camp reg fees			
125	GIRLS BASKETBALL						245.00	0.00	245.00
						Total For 002277:			245.00
002278	05/31/2022		5-31-2022		Like Hoffman	return of meal \$\$ for Bob Rainer			
710	STATE CONTEST						16.00	0.00	16.00
						Total For 002278:			16.00
002279	05/31/2022		5-31-2022		students	weightlifting milk			
175	WEIGHT LIFTING						122.00	0.00	122.00
						Total For 002279:			122.00
002280	05/31/2022		5-31-2022		Conroy	photo sales			
375	YEARBOOK						12.00	0.00	12.00
						Total For 002280:			12.00
002281	05/31/2022		5-31-2022 Interest		Frontier Bank	interest earned			
525	INTEREST						13.60	0.00	13.60
						Total For 002281:			13.60
						Site Total			20,582.94
						Report Total			20,582.94

# Pender Public Schools

## Vendor Report: First National Bank

Vendor	PO #	Description	Amount
First National Bank		EHC AD mtg meal-Ferg	\$12.83
First National Bank		apple tv app for classroom-Volk	\$0.99
First National Bank		Sound Trap renewal-Kolbeck	\$680.10
First National Bank		May board meeting supplies	\$65.45
First National Bank		monthly time clock fee	\$60.15
First National Bank		supplies staff appreciation week	\$470.38
First National Bank		office supplies	\$16.28
First National Bank		EHC Supt mtg meal-Hansen	\$12.83
First National Bank		Hansen BCBS mtg meal	\$17.93
First National Bank		MAP growth awards	\$100.00
First National Bank		Parallels for Johnson and Digital Inspiration for Davis	\$132.49
First National Bank		van fuel - Boys Golf at Ponca	\$93.99
First National Bank		van fuel - State Boys Golf	\$82.83
First National Bank	21/22-216	Gold Apple with engraving-Bartlett	\$63.45
First National Bank	21/22-216	Gold Apple with engraving-Randall	\$63.45
First National Bank	21/22-226	Heggerty Phonics Manuals	\$761.30
First National Bank	21/22-243	SparkFun Inventor's Kit Lab Pack	\$1,979.90
First National Bank	21/22-254	Quia.com online testing subscription	\$99.00
<b>Sub Total</b>			<b>\$4,713.35</b>

# Pender Public Schools

## Vendor Report: Amazon

Vendor	PO #	Description	Amount
Amazon Capital Services		cell phone pocket charts for secondary staff	\$287.28
Amazon Capital Services	21/22-230	External DVD Drive USB 3.0	\$24.64
Amazon Capital Services	21/22-230	4K@60Hz HDMI Cable 10ft	\$45.95
Amazon Capital Services	21/22-236	bulk pack of crayons - Swinton	\$35.20
Amazon Capital Services	21/22-236	fine tip dry erase markers - Peters	\$43.98
Amazon Capital Services	21/22-236	headphones - Liz	\$17.98
Amazon Capital Services	21/22-236	pens - Schrunk	\$17.39
Amazon Capital Services	21/22-237	calculator - King	\$29.99
Amazon Capital Services	21/22-242	headphone - Liz	\$8.99
Amazon Capital Services	21/22-242	headphones - Andrea	\$10.25
Amazon Capital Services	21/22-242	crayola low order dry erase markers - Gaer	\$12.83
Amazon Capital Services	21/22-249	8 pack of large plastic storage baskets - Jetensky	\$29.98
Amazon Capital Services	21/22-249	privacy shields - Jetensky	\$51.36
Amazon Capital Services	21/22-249	large privacy shields - T. Miller	\$60.99
<b>Sub Total</b>			<b>\$676.81</b>

**SCHOOL DISTRICT NO. 1  
SPECIAL BUILDING FUND**

609 WHITNEY ST  
PENDER, NE 68047

1027

76-1338/1049

June 13, 22

Date



Pay to the  
Order of

Gericho Construction

\$ 1800<sup>00</sup>

Eighteen hundred & 00/100

Dollars



Photo  
Safe  
Deposit®  
Details on back

 **frontier**bank

Pender, NE

For

fence install

⑆ 10491338 ⑆

41200236

1027

**Jerico Construction LLC.**  
1122 Slaughter Ave. Pender, Ne. 68047  
402-922-0029

**Job Location**

Pender Public Schools, Pender Ne. 68047

**Job Description**

~~Concrete work.~~ *fencing*

**Total Bill:**

\$1,800.00

**Actual Bank Balances as of May 31, 2022**

	<b>Fund</b>	<b>Balance</b>	
	General Fund	2,985,336.68	Actual
	Depreciation Fund	252,440.44	Actual
	Employee Benefit Fund	181,321.24	Actual
	School Nutrition Fund	213,789.50	Actual
	Bond Fund	47,893.71	Actual
	Special Building Fund	1,419,546.70	Actual
	Qualified Capital Purpose Undertaking Fund	44,155.80	Actual
	Student Fee Fund	4,538.75	Actual
	Petty Cash Fund	678.49	Actual
	Activity Fund	146,883.74	Actual
	<b>TOTAL</b>		<b>5,296,585.05</b>

**PENDER PUBLIC SCHOOL  
EXPENDITURE BUDGET REPORT  
June, 2022**

		<b>Annual Budget</b>	<b>YTD</b>	<b>Budget Balance</b>	<b>Percent Expended</b>	<b>Percent Remaining</b>
01100	Regular Education	3,208,682.00	2,570,059.39	638,622.61	80.10%	19.90%
01200	School Age Special Education	825,841.00	725,273.26	100,567.74	87.82%	12.18%
01300	Summer School/Driver's Ed	6,763.00	1,598.60	5,164.40	23.64%	76.36%
02120/30	School Counselor/Nurse	106,687.00	83,179.60	23,507.40	77.97%	22.03%
02141	School Psychologist	113,369.00	92,033.47	21,335.53	81.18%	18.82%
02151-02190	ESU #1 SPED Services	127,298.00	84,532.66	42,765.34	66.41%	33.59%
02200	Staff Inservice/Library	149,191.00	99,402.47	49,788.53	66.63%	33.37%
02310 & 02510	Board of Education & Fiscal Services	120,328.00	41,607.58	78,720.42	34.58%	65.42%
02320	Superintendent	181,898.00	147,954.56	33,943.44	81.34%	18.66%
02330	Legal Services	13,500.00	217.50	13,282.50	1.61%	98.39%
02400	Principals/Student Support	358,417.00	271,193.28	87,223.72	75.66%	24.34%
02500	Technology/Administrative	266,305.00	136,562.04	129,742.96	51.28%	48.72%
02600	Custodial/Maintenance/Equipment/Safety	804,810.00	432,381.65	372,428.35	53.72%	46.28%
02700	Regular & SPED Transportation	302,771.00	145,566.67	157,204.33	48.08%	51.92%
03400	Monsanto/College Access Grants	17,500.00	2,229.18	15,270.82	12.74%	87.26%
03535	High Ability Learner Grant	4,784.00	2,819.97	1,964.03	58.95%	41.05%
06200	Title I	74,332.00	67,268.84	7,063.16	90.50%	9.50%
06310	Title II, Part A (NCLB Consolidated)	11,393.00	9,474.09	1,918.91	83.16%	16.84%
06402	IDEA Part B (611) Transportation	400.00	-	400.00	0.00%	100.00%
06408	IDEA Part B (611) Base Allocation, Birth-age 21	11,070.00	-	11,070.00	0.00%	100.00%
06410	IDEA Enrollment/Poverty (611)	85,042.00	21,279.00	63,763.00	25.02%	74.98%
06925	Title III LEP Grant	1,561.00	36.90	1,524.10	2.36%	97.64%
06992	USDE REAP Grant	30,468.00	25,312.04	5,155.96	83.08%	16.92%
06997	ESSER II Disbursements	206,644.00	37,960.25	168,683.75	18.37%	81.63%
06998	ESSER III Disbursements	464,416.00	3,970.23	460,445.77	0.85%	99.15%
08000	Transfer to Hot Lunch Fund/Activity	15,000.00	-	15,000.00	0.00%	100.00%
<b>TOTAL</b>		<b>7,508,470.00</b>	<b>5,001,913.23</b>	<b>2,506,556.77</b>	<b>66.62%</b>	<b>33.38%</b>

***Annual Budget Expenditure History***

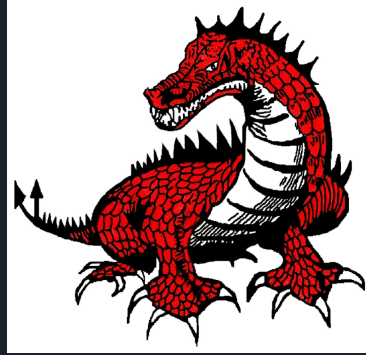
2020-21	Budget Totals	\$6,538,920.00	\$5,899,938.08	\$638,981.92	90.23%	9.77%
2019-20	Budget Totals	\$6,362,013.00	\$5,342,082.03	\$1,019,930.97	83.97%	16.03%
2018-19	Budget Totals	\$6,210,244.00	\$5,662,504.01	\$547,739.99	91.18%	8.82%
2017-18	Budget Totals	\$6,048,238.00	\$5,378,923.13	\$669,314.87	88.93%	11.07%
2016-17	Budget Totals	\$5,913,769.00	\$5,166,861.84	\$746,907.16	87.37%	12.63%
2015-16	Budget Totals	\$5,588,969.00	\$5,034,277.10	\$554,691.90	90.08%	9.92%
2014-15	Budget Totals	\$5,512,171.00	\$5,169,685.27	\$342,485.73	93.79%	6.21%
2013-14	Budget Totals	\$5,363,779.00	\$4,495,599.46	\$868,179.54	83.81%	16.19%
2012-13	Budget Totals	\$5,181,324.00	\$4,299,804.82	\$881,519.18	82.99%	17.01%
2011-12	Budget Totals	\$5,157,330.00	\$4,326,767.92	\$830,562.08	83.90%	16.10%
2010-11	Budget Totals	\$4,608,280.00	\$3,795,098.53	\$813,181.47	82.35%	17.65%
2009-10	Budget Totals	\$4,455,210.00	\$3,674,026.34	\$781,183.66	82.47%	17.53%
2008-09	Budget Totals	\$3,849,028.00	\$3,246,620.10	\$602,407.90	84.35%	15.65%
2007-08	Budget Totals	\$3,692,279.00	\$3,247,688.62	\$444,590.38	87.96%	12.04%
2006-07	Budget Totals	\$3,677,846.00	\$3,238,808.50	\$439,037.50	88.06%	11.94%
2005-06	Budget Totals	\$3,526,423.00	\$3,218,365.64	\$308,057.36	91.26%	8.74%
2004-05	Budget Totals	\$3,560,021.00	\$2,932,584.04	\$627,436.96	82.38%	17.62%

# Pender Public Schools

## June Payables

Check Number	Payee	Description	Amount
39516	AFLAC-12	June Payroll Liability	\$937.62
39517	AFLAC-10	June Payroll Liability	\$176.29
39518	Blue Cross Blue Shield of NE	June Payroll Liability	\$67,673.81
39519	Department of Revenue	June Payroll Liability	\$9,728.41
EFT	Employee Benefit Fund	June Payroll Liability	\$3,363.02
39520	Frontier Bank	June Payroll Liability	\$64,892.11
39521	Madison National Life Ins Co, Inc	June Payroll Liability	\$1,724.94
39522	Nebraska School Retirement	June Payroll Liability	\$52,312.40
39523	Pender General Fund	June Payroll Liability	\$347.00
39524	PTEC Foundation	June Payroll Liability	\$250.00
39525	Special Building Fund	June Payroll Liability	\$545.00
39526	Vision Service Plan	June Payroll Liability	\$729.79
EFT	HSA Account Contributions	June Payroll Liability	\$4,859.73
39527	Access Elevator, Inc.	Professional Service	\$533.00
39528	Amazon Capital Services	Accounts Payable	\$676.81
39529	American Broadband	Telephone	\$1,138.27
39530	Apple, Inc.	MacBook Computers	\$25,177.00
39531	Awards Unlimited Inc	Staff Recognition	\$220.97
39532	Ballinger, Kelly J	Reimbursement	\$96.76
39533	Bulk Bookstore	Classroom Supplies	\$119.75
39534	Canon Financial Services	Copier Lease	\$1,070.72
39535	Carpenter Paper Company	Custodial Supplies	\$541.23
39536	CDW*G	HP Computer	\$1,050.16
39537	Computers Etc.	Office Supplies	\$8.16
39538	Crippen, Anthony S	Reimbursement	\$255.00
39539	Cubby's	Fuel & Miscellaneous Supplies	\$3,908.97
39540	Davis Design	Professional Fees	\$435.00
39579	Davis Design	Professional Fees	\$5,627.50
39541	edpuzzle	Annual Software Renewal	\$2,640.00
39542	Electronic Systems, Inc.	Professional Service	\$508.00
39543	First National Bank	Accounts Payable	\$3,952.05
39580	First National Bank	Accounts Payable	\$761.30
39581	Follett School Solutions	Books for Library	\$359.33
39544	Frontier Bank	Car Wash Money	\$100.00
39545	Fuzz's Lawn Service	Professional Service	\$225.00
39546	Harris School Solutions	Checks	\$459.98
39547	Janke Auto Co.	Van Maintenance	\$443.30
39548	John Deere Financial	Transportation Supplies	\$2.79
39549	Lakeshore Learning Materials	Classroom Supplies	\$114.48
39550	Lamp Auto Parts	Transportation Supplies	\$55.71
39551	Learning A-Z, LLC	Annual Software Renewal	\$1,603.00
39552	Lorensen Lumber & Grain	Maintenance Supplies	\$182.00
39553	Matheson Tri-Gas, Inc.	Welding Gas & Bottle Rent	\$80.84
39554	McGraw-Hill	Secondary Math Curriculum	\$16,231.36
39555	Menards	Maintenance Supplies	\$1,722.88
39556	Meridian Student Planners	Jr. High Student Planners	\$249.22
39557	NE Council of School Admin	Dues-Ballinger	\$789.00

39558	Paper 101	Annual Paper Buy	\$4,804.41
39559	Pender Ace Hardware	Maintenance Supplies	\$271.77
39560	Pender Activity Fund	Reimbursement	\$162.00
39561	Pender Community Hospital	DOT Physical	\$175.00
39562	Pender Grain Inc	Weed Spray	\$300.00
39578	Pender Municipal Utilities	May Utility Usage	\$12,000.00
39563	Pender School Nutrition Fund	Reimbursement	\$362.02
39564	Petty Cash Fund	Reimbursement	\$1,036.51
39565	Providence Medical Center	Professional Fees	\$424.00
39566	Puckett Florist	NSCAS Awards	\$75.00
39567	Rasmussen Mechanical Services	Repairs	\$1,945.76
39568	Rays Midbell	Instrument Repair	\$46.98
39569	Really Good Stuff, Inc.	Classroom Supplies	\$191.00
39570	Scholastic Inc	Guided Reading Books	\$1,515.74
39571	School Health Corporation	Supplies	\$81.09
39572	School Specialty, LLC	Furniture	\$9,163.08
39573	Student Assurance Services	Student Insurance	\$1,050.50
39574	Sturek Media, Inc.	Printing	\$201.22
39575	Turnitin, LLC	Annual Software Renewal	\$1,509.00
39576	Verizon Wireless	Wi-Fi	\$80.21
39577	Virco Inc	70 student desks	\$10,209.50
		<b>General Fund Total</b>	<b>\$324,484.45</b>
		<b>June Payroll Total</b>	<b>\$209,245.24</b>
		<b>School Nutrition Fund Total</b>	<b>\$13,589.53</b>
		<b>Activity Fund Total</b>	<b>\$22,885.33</b>
		<b>Employee Benefit Fund Total</b>	<b>\$2,583.30</b>
		<b>Special Building Fund Total</b>	<b>\$1,800.00</b>



# **June Secondary Principal's Report**

**June 13, 2022**



# Mission Statement

- *The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.*

## Principal's 21-22 Goals

- *Emphasize effective, positive, and meaningful Teacher/Staff meetings.*
- *Identify and utilize the most effective forms of communication with staff, students, & parents*
- *Continue professional conversations with staff members based off of walkthrough & formal evaluations*



# Past Trainings/Conferences/Activities

June 1 & 2 - Phil Warrick (ESU1 in Wakefield)



# LB399

- a. Dr. Martin Luther King, Jr.'s birthday (January 15, 1929)
- b. Abraham Lincoln's birthday (February 12, 1809)
- c. George Washington's birthday (February 22, 1732)
- d. Memorial Day (May - the last Monday in May)
- e. Constitution Day (September 17 - every year)
- f. Veterans Day (November 11 - every year)
- g. Thanksgiving Day (November - 4th Thursday in November)
- h. Native American Heritage Day (November - the Friday after Thanksgiving)

Mr. Volk and Mrs. Carda have activities planned to talk about Memorial Day and its significance before the end of the school year.



# Spring Survey

- Do you feel the educational needs of your son or daughter are being met at PPS? **97% said Yes!**
- Do you feel that the secondary school provides a challenging curriculum for your child?  
**99% said Yes**
- Are meaningful and appropriate amounts of homework are assigned to my student?  
**97% said Yes**
- Are you satisfied with the communications that come from PPS? **100% said Yes**
- 87% of Parents said a Text message is the best way to communicate with them.... **90% of my teachers don't want to give out their personal cell phone numbers to all parents.**
- I feel the social and emotional needs of my student(s) are being met at Pender Public Schools.  
**24% Strongly Agree, 53% Agree , 21% are Neutral, 2% Strongly Disagree**
- I would like to see the Pender HS offer more information to my child to help with their social/emotional needs.  
**71% are Neutral; 19% Agree /Strongly Agree; 10% Disagree**
- I feel it is the role of Pender Public Schools to monitor the social emotional needs of every child. **43% Agree; 43% are Neutral ; 14% Disagree /Strongly Disagree**
- I feel the teachers at PHS care about the well being of my student(s). **50% Agree; 50% Strongly Agree**
- I feel that the school leadership at PHS cares about the well being of my child. **50% Agree; 48% Strongly Agree; 2% Neutral**



## Class D State Track

Girls: Olyvia Nelson  
Maya Dolliver, Avery Wegner,  
Lillie Timm, Reese Kneifl, Kirsten  
Frey

Boys: Brody Krusemark, Gannon  
Walsh

Brody: 2nd in the 100m

Maya: 8th in the 100m; 6th in the  
400m

Women's 4x100 - 7th Place (Maya,  
Avery, Olyvia, Kirsten)

# State Golf



3rd Place finish in the Class D state tournament!

Jr. Quinton Heineman - 8th Place

Other Team members - Juniors: Trey Johnson & Spencer Rabbass;  
Freshman: Mitchell Kelly & Layton Grahler

District Champions!  
Mitchell - 3rd,  
Quinton - 4th,  
Layton - 8th,  
Trey - 9th



# Academic Student Honors

- 139 Students made the Academic Honor Roll for Semester 2 this year
  - Merit Honor Roll 90-93% (36)
  - Scholastic Honor Roll 94-97% (73)
  - Principal's Honor Roll 98-100% (30)

# P2T Numbers

19 Students are enrolled in P2T for the Fall Semester

Health Sciences:

- 7

Welding

- 3

Computer Science

- 2

Building Construction

- 1

Education (Morning Session)

- 6



# NSAA Class C Multi-Activity Award

# Shrek the Musical! May, 13, 14, & 15





# Activities

Summer Weights:

Monday-Thursday and sessions at 6:00, 6:30, 7:00, 7:30 for 9-12

Monday, Wednesday, Thursday for JH at 8:00 & 8:30.  
We have about 75-90 kids every day.

Big Thanks to Mr. Hoffman and Mr. Volk for working their tails off to get all those kids through each day!



## Upcoming Events:

- May 23-Aug 5 (8hrs of Doctoral Work)
- Handbook updates (No major changes)
- Planning for 22-23!



# *Elementary Principal's Report*

**June 13, 2022**

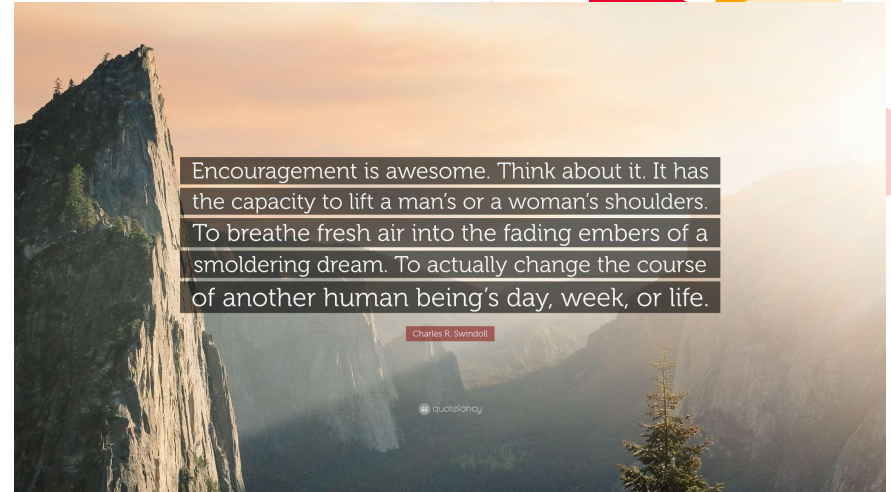
# *Mission Statement*

The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.



# Professional Goals

1. Be an encourager.
2. Renew focus on staff relationships. (Both with me and with each other)
3. Revisit our processes/practices (both academic and non-academic) from pre-covid years.
4. Revise as needed our academic/non-academic processes/practices to reflect the best PPS has to offer.
5. Recommit to the things that make PPS great.  
Happy, engaged students
  - ◀ Professional, committed staff
  - ◀ Social Emotional Awareness
  - ◀ Academic Rigor
  - ◀ Active, involved parents and community





# Workshops & Meetings

## *Past Meetings & Trainings*

1. 5/10 - ESU #1 Training Meeting
2. 5/11 - Pyramid Meeting
3. 5/16 - Heartland Planning Meeting
4. 6/1 & 6/2 - Marzano Training @ ESU #1

## *Future Meetings & Trainings*

- 1.



★ PENDER PUBLIC SCHOOLS ★

# NSCAS Awards

Thurs. May 19th

9:00 a.m.

Heese Event Center

Parents are welcome to attend.

3RD - 8TH GRADE

NSCAS



11TH GRADE

ACT

MORE INFO: [www.penderschools.org](http://www.penderschools.org)



# PENDER ELEMENTARY

Please  
Join  
Us!



Parents are  
welcome to  
attend!!

4th Quarter

Monday  
May  
16th!

12:30  
PM

# PRIDE assembly

@ Heese Event Center  
Just Before Elementary field Day!

## On the Agenda:

- ✓ 6th Grade Completion
- ✓ 6th Grade Video
- ✓ Presidential Academic Awards (6th Grade)
- ✓ 4th Q Pride Awards
- ✓ MAP Growth Awards
- ✓ Attendance Awards
- ✓ CharterWest Awards
- ✓ 4th Q Birthdays
- ✓ Welsh's BOB



# LB 399

- a. Dr. Martin Luther King, Jr.'s birthday (January 15, 1929)
- b. Abraham Lincoln's birthday (February 12, 1809)
- c. George Washington's birthday (February 22, 1732)
- d. Memorial Day (May 25, 2020 - the last Monday in May)
- e. Constitution Day (September 17 - every year)
- f. Veterans Day (November 11 - every year)
- g. Thanksgiving Day (November 28 - 4th Thursday in November)
- h. Native American Heritage Day (November 29, 2019 - the Friday after Thanksgiving)



# Summer School/Jump Start



- ▶ Pendragon Academy Summer Services
  - ▶ June 13-16, 20-23, 27-30
  - ▶ July 11-14, 25-28
- ▶ ESY - Special Education/Nebraska Reads RIP
  - ▶ June 20-23, 27-30
  - ▶ July 11-14, 25-28
- ▶ Jump Start
  - ▶ Aug. 1-4, 8-11



# Field Trips





# Last Day Fun





# 2022-2023

# *Class Size Projections*

Kindergarten - 21 age eligible (2 sections)

1st Grade - 26 (2 sections)

2nd Grade - 22 (2 sections)

3rd Grade - 35 (2 sections)

4th Grade - 32 (2 sections)

5th Grade - 32 (2 sections)

6th Grade - 32 (2 sections)

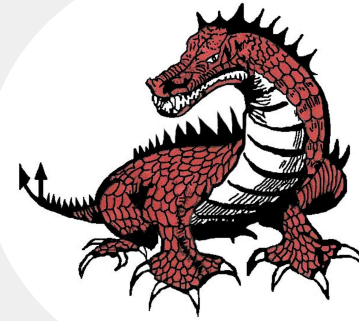
**21-22 Sections: 14**

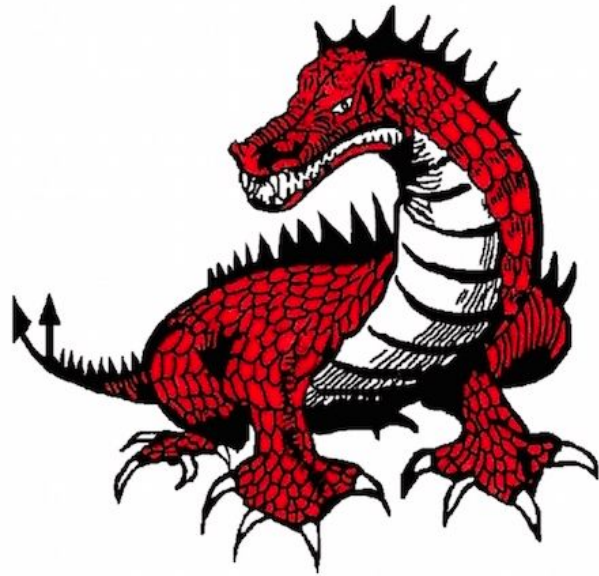
**22-23 Sections: 14**

# Upcoming Events

## Summer To-Do List:

- Assess para coverage/needs
- Pendragon Academy Planning
- Establish elementary specials schedule
- Handbook changes
- Flex Funding Application
- Meet with new staff
- Class Splits
- Recess/Lunch Schedules
- LETRS Training Schedule
- Preschool Planning
- Meet with MTSS Team
- Promote being a substitute teacher at PPS





# Pender Public Schools

Superintendent's Report

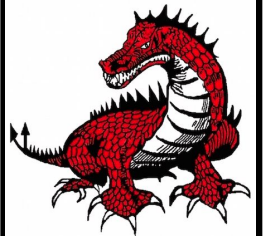
June 13, 2022

# Mission Statement

The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.

# Superintendent Goals (2021-2022)

- Assume positive intent
- Communicate effectively and efficiently with staff members
- Facilitate the process of setting school improvement goals in a manner that generates goals that have a significant impact on student learning and achievement
- Facilitate the process of creating action plans that have a significant impact on student learning and achievement without requiring more from staff members
- Enjoy the good, learn from the bad, and appreciate everything on both ends of the spectrum and in between



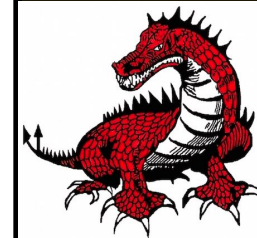
# Conferences, Workshops, Meetings, Etc.

- May 10 - Title IX Webinar (KSB School Law)
- May 11 - EHC Superintendent's Meeting
- May 11 - PCC Board Meeting
- May 12 - Facilities / Transportation Committee Meeting
- May 18 - LB 644 Zoom
- May 19 - Last Day of School
- May 23-25 - Human Performance Project
- May 30 - Memorial Day
- May 31 - Admin Team Meeting
- June 2 - Policy Committee Meeting
- June 8 - Admin Team Meeting
- June 8 - Policy Committee Meeting
- June 13 - Facilities / Transportation Committee Meeting
- June 13 - Board of Education Meeting

- June 15 - Admin Team Meeting
- June 22 - Admin Team Meeting
- June 23 - Publish Annual Report
- June 24-26 - Alumni Weekend
- June 25 - Omelet Feed
- June 29 - School Finance & Budget Webinar
- July 13 - Board of Education Meeting

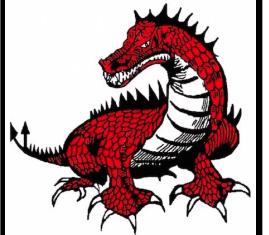
## Personal

- June 17-19 - Minneapolis
- July 1-3 - Hastings or Sioux Falls
- July 6-8 - Des Moines
- July 9-11 - Ames
- July 9-12 - Indianapolis
- July 15-17 - Sioux Falls
- July 19-22 - Minneapolis
- July 23-25 - Cincinnati



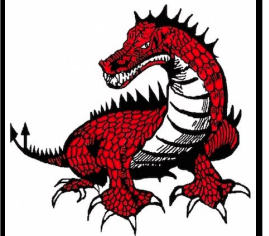
# School Improvement

- May 11
  - Action Planning
- May 19
  - Staff Appreciation / Recognition
- End of 2021-2022 School Year!!
- June / July
  - Plan for 2022-2023
  - Survey staff regarding District communication



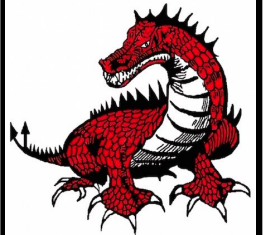
# LB 644

- School Districts that increase their levy by more than 2% plus real growth are required to have a joint public hearing with other Political Subdivisions in the County in which a majority of their property resides
  - This replaces the District's "tax request hearing"
  - Must occur between September 17 and 29, and it must be after 6:00 pm
  - Information to be shared during the hearing must be sent to the County Clerk by September 5
  - Postcard must be sent to all affected property taxpayers by the County
  - This changes the budget filing date from September 20 to 30
- Real growth is calculated and given to School Districts
  - Based on growth that would require a school to grow its levy to address the growth
  - For PPS, this will be minimal if anything
- I have reached out to our County Clerk, so we will be ready for this if needed
- I anticipate that we will indeed need to do this



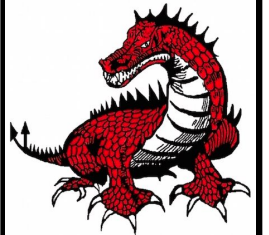
# NECC Reimbursement

- PPS received a check from Northeast Community College for \$6,434.38
  - 9 students - BIOS 1010 - \$2,900.00
  - 12 students - ENGL 2100 - \$2,175.00
  - 5 students - MATH 1220 - \$1,359.38
- Teachers are paid \$250 per credit hour per negotiated agreement
  - If the course is a 3 hour course, teacher is paid \$750
  - Extra cost to the District of FICA (7.065%)

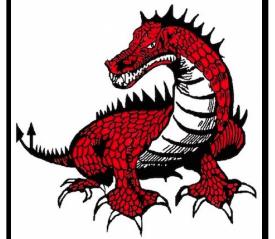


# Valuation

- Taxes for the 3 homes owned by the District increased significantly
  - 611 Whitney Street
    - From \$36,935 to \$46,100
    - \$9,165 or 24.81% increase
  - 307 Norris Avenue
    - From \$52,345 to \$67,845
    - \$15,500 or 29.61% increase
  - 618 Maple Street
    - \$76,665 to \$96,775
    - \$20,110 or 26.23% increase
  - \$165,945 to \$210,720 - Total
    - \$44,775 or 26.98% increase

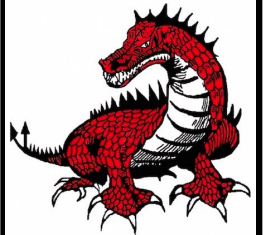


# Heyne Grandstand Murals



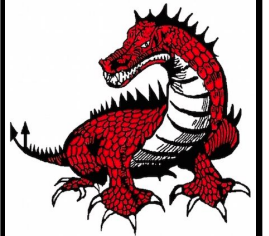
# NENTA Sub Usage (2021-2022)

- 1,084 NENTA subs used during the 2021-2022 school year, which is 250 more than the highest total ever
- Pender Public Schools Usage
  - 132 requests
  - 130 requests filled (2 not filled)
  - 113 full days, 17 half days



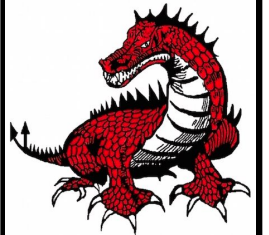
# Substitute Teachers

- 675 sub days in 21-22
- 462 sub days in 20-21
- I will provide more details ASAP



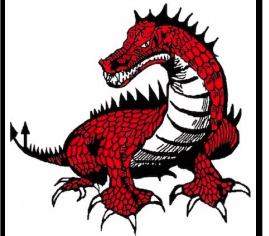
# July Board Meeting

- I'd like the Board to consider meeting in July on a date other than the 2nd monday of the month
- This request is for personal reasons
  - July 6-8 - Ames (Maya)
  - July 8-10 - Des Moines (Mady & Mayci) & Hastings (Mady)
  - July 10-12 - Indianapolis (Maya)
- Can we meet on July 13 or 14 rather than 11?

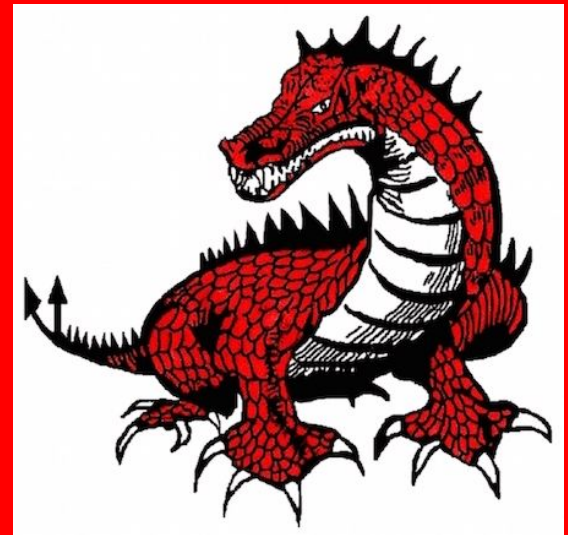


# July Board Meeting

- Handbook Approval
  - Elementary Student-Parent
  - Secondary Student-Parent
  - Classified Staff
  - Certified Staff
- Fuel Bid
- Milk Bid
- 2021-2022 Fees



It's a GREAT Day to be  
a Pendragon!!



**Surplus List**  
**June 13, 2022**

<b>Number</b>	<b>Item / Description</b>	<b>Other Info</b>
1	PH Realidades 1 Textbook (2004	fair
10	PH Realidades 1 Textbooks (2008)	fair
1	5 PH Realidades workbooks	poor
1	PH Realidades Assessment book	fair
1	PH Realidades workbooks	poor
1	PH Realidades workbook	fair
1	Realidades Alt. Assessment Guide	fair
1	Realidades Teacher's Resource	fair
1	PH Realidades Teacher's Resource book	fair
1	PH Realidades Teacher's guide	fair
1	PH Realidades WB teacher's edition	fair
1	PH Realidades TPR Stories	fair
1	Serial # BCB909146928 VCR/DVD Player	work
75	small blue elementary chairs	ok

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



Of Counsel  
Thomas M. Haase  
Rex R. Schultze

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

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

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

## MEMORANDUM

To: Bill Heimann, ESU 1 Administrator  
From: Perry Law Firm  
Date: May 1, 2022  
RE: School District Annual Policy Service Update

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### A. REQUIRED POLICY UPDATES

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

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

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

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

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

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

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

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

## **B. OTHER CONSIDERATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TITLE IX COORDINATOR CONTACT INFORMATION**

Eric Miller  
609 Whitney Street  
Pender, NE 68047  
402-385-3244 ext. 2304  
ermille1@penderschools.org

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

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

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

#### **B. Formal Complaint Process**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### C. Appeals

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

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

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

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

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

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

**D. Informal Resolution**

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

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

**E. Record Keeping**

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

Legal Reference: Title IX

Date of Adoption: April 14, 2008

Date of Amendment: June 13, 2022

Business OperationsInternal Controls

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

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

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

Legal Reference: 2 C.F.R. § 200.303.

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

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

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

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

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

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

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

Cross-Reference: Policies 3130 & 3131.

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

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

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

Legal Reference: 2 C.F.R. § 200.213.

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

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

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

Legal Reference: 2 C.F.R. § 200.302.

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

Legal Reference: 2 C.F.R. § 200.307.

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

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

Legal Reference: 2 C.F.R. § 200.306.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Legal Reference: 2 C.F.R. § 200.334.

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

Legal Reference: 2 C.F.R. § 200.112.

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

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

Date of Adoption: July 12, 2021

Date of Amendment: June 13, 2022

Business OperationsProcedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of one hundred nine thousand dollars (\$109,000.00), or such sum as adjusted pursuant to §73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

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

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred eighteen thousand dollars (\$118,000), as adjusted from time to time by § 81-3445 or other applicable law.
  
7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

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

Date of Adoption: September 17, 2007

Date of Amendment: July 14, 2014

Date of Amendment: August 10, 2015

Date of Amendment: June 13, 2022

Personnel - Certificated EmployeesSubstitute Teachers

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

Rates of compensation for all substitute teachers will be set by the Board, provided that after a substitute employee has been on duty for 10 (ten) consecutive school days for the same teacher, such substitute teacher shall be paid on a per diem rate using the negotiated base salary divided by 185 days. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

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

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

Date of Adoption: December 10, 2007  
Date of Amendment: June 13, 2022

InstructionSpecial Education

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

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

**1. Free Appropriate Public Education**

A free appropriate public education shall be made available to all children with disabilities residing in the District, including children with disabilities who have been suspended or expelled, from date of verification through the school year in which the child is no longer eligible or the student reaches twenty-one (21) years of age, whichever occurs earlier. An Individualized Education Plan ("IEP") will be created for each such child that will enable the student to make progress appropriate in light of the student's unique circumstances

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

**2. Full Educational Opportunity Goal**

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

Legal Reference: 92 NAC 51-004.11A

**3. Child Find**

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated. A practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will implement multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process and will publish an annual notice of any significant activity that is designed to identify, locate, or

evaluate children to publicly notify parents, guardians, or appointed surrogates. The District's child find process will be consistent with Federal and Nebraska regulations. Legal Reference: 92 NAC 51-006.01 through 006.01A2

#### **4. Pre-Referral Interventions**

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

Legal Reference: 92 NAC 51-006.01B

#### **5. Disability Verification and Eligibility**

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The multidisciplinary team will identify whether a child is eligible for special education services based on the disability categories identified by Nebraska and Federal regulations. The multidisciplinary team will rule out the determinant factor is due to a lack of appropriate instruction in reading or math or due to lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with Federal and Nebraska requirements that will be provided to the parent, guardian, or appointed surrogate. When a child is not eligible for services, the multidisciplinary team will determine if general education interventions or strategies are needed.

Legal Reference: 92 NAC 51-006.03; 92 NAC 51-006.04B through 006.04N;

#### **6. Individualized Education Program (IEP)**

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007 by teams that will include all roles identified within Federal and Nebraska rules. Any draft of an IEP that is developed will not be considered final until it is reviewed and revised based on the team, including the parent, guardian, or appointed surrogate, input, and consensus. The district will make reasonable efforts to obtain informed consent from the parent, guardian, or appointed surrogate for special education placement on the IEP form before services are initiated. Revocation of consent for services must be documented by the parent, guardian, or appointed surrogate in writing.

Legal Reference: 92 NAC 51-007

#### **7. Least Restrictive Environment**

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled. Placement for a student with a disability will be based upon a completed IEP developed by a group of persons, including the parent, guardian, or appointed surrogate, knowledgeable about the child, the meaning of the evaluation data, and the placement options. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the "Least

Restrictive Environment Rules”). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

### **8. Procedural Safeguards**

Children with disabilities and their parents, guardians, or appointed surrogates shall be afforded the required procedural safeguards. Parents, guardians, and appointed surrogates will be given a copy of their procedural safeguards annually or upon initial referral or parental (parent, guardian, or appointed surrogate) request for evaluation; upon request by a parent, guardian, or appointed surrogate; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009.11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016.

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

### **9. Disciplinary Removal of Children with Disabilities**

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for no more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement. If a student with a disability violates a code of student conduct, the school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement, as defined in Federal and Nebraska rules, is appropriate for the student. Change of placement decisions related to disciplinary removals will be consistent with Federal and Nebraska regulations. For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child’s disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

### **10. Evaluation, Identification, and Reevaluation Procedures**

Children with disabilities shall be evaluated, identified, and reevaluated by a team of multidisciplinary qualified professionals in accordance with 92 NAC 51-006. The MDT of a child suspected of having a specific learning disability shall include the additional requirements in accordance with 92 NAC 51-006.04K. The District will make reasonable efforts to obtain written permission for evaluation in accordance with Federal and Nebraska rules. Revocation for consent for evaluation must be documented by the parent, guardian, or appointed surrogate in writing.

The documented results of the evaluation will be provided to parent, guardian, or appointed surrogate and included in student files. All evaluation components will be at district expense. The District will utilize a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district will follow any publisher guidelines for assessments and will not use outdated or culturally inappropriate tools.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. The parent, guardian, or appointed surrogate will be given written notice of the District's decision to either move forward with the Independent Educational Evaluation or to initiate a hearing to determine the appropriateness of the evaluation. If the District agrees to move forward with the evaluation, locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent, guardian, or appointed surrogate from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent, guardian, or appointed surrogate with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

#### **11. Confidentiality of Personally Identifiable Information**

A system of safeguards will be implemented to protect the confidentiality of student records and information in accordance with law.

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

#### **12. Transition of Children from Part C to Preschool Programs**

Children participating in early intervention programs under Part C of the IDEA (early intervention services) will be appropriately evaluated, identified, and have services under Part B of the IDEA by age 3 in a manner consistent with 92 NAC 52-008. Children receiving early intervention services under Part C of the IDEA may continue to receive Part C services, upon parental consent, until the August 31st following the child's third birthday. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

#### **13. Children in Nonpublic Schools**

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

Legal Reference: 92 NAC 51-012.08 and 015

#### **14. Personnel Standards and Personnel Development**

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

Legal Reference: 92 NAC 51-010

#### **15. Participation in and Reporting of State and District Wide Assessments**

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with

appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

#### **16. Suspension and Expulsion Rates**

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

Legal Reference: 92 NAC 51-004.06E

#### **17. Access to Instructional Materials**

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

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

Legal Reference: 92 NAC 51-004.15

#### **18. Over-Identification and Disproportionality**

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

Legal Reference: 92 NAC 51-006.02C

#### **19. Prohibition on Mandatory Medication**

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

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

#### **20. Transportation**

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law to access academic, related services, and nonacademic services and activities as determined by the child's IEP. Except when a parent is

transporting only his or her child, the District shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Legal Reference: 92 NAC 51-014.01 through 014.02

**21. Surrogates**

A surrogate will be appointed, and other action taken to ensure the rights of children with a disability as required by law. The surrogate may represent the child in all matters related to the identification, evaluation, and educational placement of a child and the provision of a free appropriate public education to the child.

Legal Reference: 92 NAC 51-009.10

**22. Early Intervention Services – Consent**

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

Legal Reference: 92 NAC 52

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

Date of Adoption: August 8, 2011  
Date of Amendment: August 10, 2015  
Date of Amendment: July 12, 2021  
Date of Amendment: June 13, 2022

InstructionSpecial Education

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

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

**1. Free Appropriate Public Education**

A free appropriate public education shall be made available to all children with disabilities residing in the District, including children with disabilities who have been suspended or expelled, from date of verification through the school year in which the child is no longer eligible or the student reaches twenty-one (21) years of age, whichever occurs earlier. An Individualized Education Plan ("IEP") will be created for each such child that will enable the student to make progress appropriate in light of the student's unique circumstances (added low-impact language)

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

**2. Full Educational Opportunity Goal**

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

Legal Reference: 92 NAC 51-004.11A

**3. Child Find**

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated. A practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will implement multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process and will publish an annual notice of any significant activity that is designed to identify, locate, or

evaluate children to publicly notify parents, guardians, or appointed surrogates. The District's child find process will be consistent with Federal and Nebraska regulations. Legal Reference: 92 NAC 51-006.01 through 006.01A2 (added low-impact language)

#### 4. Pre-Referral Interventions

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

Legal Reference: 92 NAC 51-006.01B

#### 5. Disability Verification and Eligibility

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The multidisciplinary team will identify whether a child is eligible for special education services based on the disability categories identified by Nebraska and Federal regulations. The multidisciplinary team will rule out the determinant factor is due to a lack of appropriate instruction in reading or math or due to lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with Federal and Nebraska requirements that will be provided to the parent, guardian, or appointed surrogate. When a child is not eligible for services, the multidisciplinary team will determine if general education interventions or strategies are needed. (Old section 22 summarized here/addition of low-impact language)

Legal Reference: 92 NAC 51-006.03; 92 NAC 51-006.04B through 006.04N;

#### 6. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007 by teams that will include all roles identified within Federal and Nebraska rules. Any draft of an IEP that is developed will not be considered final until it is reviewed and revised based on the team, including the parent, guardian, or appointed surrogate, input, and consensus. The district will make reasonable efforts to obtain informed consent from the parent, guardian, or appointed surrogate for special education placement on the IEP form before services are initiated. Revocation of consent for services must be documented by the parent, guardian, or appointed surrogate in writing. (added low-impact language)

Legal Reference: 92 NAC 51-007

#### 7. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled. Placement for a student with a disability will be based upon a completed IEP developed by a group of persons, including the parent, guardian, or appointed surrogate, knowledgeable about the child, the meaning of the evaluation data, and the placement options. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur

only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the “Least Restrictive Environment Rules”). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services. (added low-impact language)

Legal Reference: 92 NAC 51-008.01

### 8. Procedural Safeguards

Children with disabilities and their parents, guardians, or appointed surrogates shall be afforded the required procedural safeguards. Parents, guardians, and appointed surrogates will be given a copy of their procedural safeguards annually or upon initial referral or parental (parent, guardian, or appointed surrogate) request for evaluation; upon request by a parent, guardian, or appointed surrogate; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009.11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016. (added low-impact language)

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

### 9. Disciplinary Removal of Children with Disabilities

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for no more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement. If a student with a disability violates a code of student conduct, the school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement, as defined in Federal and Nebraska rules, is appropriate for the student. Change of placement decisions related to disciplinary removals will be consistent with Federal and Nebraska regulations. For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child’s disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities. (Some clarification regarding multiple offenses)

Legal Reference: 92 NAC 51-016

### 10. Evaluation, Identification, and Reevaluation Procedures

Children with disabilities shall be evaluated, identified, and reevaluated by a team of multidisciplinary qualified professionals in accordance with 92 NAC 51-006. The MDT of a child suspected of having a specific learning disability shall include the additional requirements in accordance with 92 NAC 51-006.04K. The District will make reasonable efforts to obtain written permission for evaluation in accordance with Federal and Nebraska rules. Revocation for consent for evaluation must be documented by the parent, guardian, or appointed surrogate in writing.

The documented results of the evaluation will be provided to parent, guardian, or appointed surrogate and included in student files. All evaluation components will be at district expense. The

District will utilize a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district will follow any publisher guidelines for assessments and will not use outdated or culturally inappropriate tools.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. The parent, guardian, or appointed surrogate will be given written notice of the District's decision to either move forward with the Independent Educational Evaluation or to initiate a hearing to determine the appropriateness of the evaluation. If the District agrees to move forward with the evaluation, locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent, guardian, or appointed surrogate from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent, guardian, or appointed surrogate with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

(Took out a lot of language and replaced with "in accordance with 92 NAC 51-006")

Legal Reference: 92 NAC 51-006

#### **11. Confidentiality of Personally Identifiable Information**

A system of safeguards will be implemented to protect the confidentiality of student records and information in accordance with law.

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

#### **12. Transition of Children from Part C to Preschool Programs**

Children participating in early intervention programs under Part C of the IDEA (early intervention services) will be appropriately evaluated, identified, and have services under Part B of the IDEA by age 3 in a manner consistent with 92 NAC 52-008. Children receiving early intervention services under Part C of the IDEA may continue to receive Part C services, upon parental consent, until the August 31st following the child's third birthday. The District will participate in transition planning conferences arranged by the designated lead agency. (Clarification of interpretation)

Legal Reference: 92 NAC 52-008

#### **13. Children in Nonpublic Schools**

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

Legal Reference: 92 NAC 51-012.08 and 015

#### **14. Personnel Standards and Personnel Development**

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

Legal Reference: 92 NAC 51-010

**15. Participation in and Reporting of State and District Wide Assessments**

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

Legal Reference: 92 NAC 51-004.05

**16. Suspension and Expulsion Rates**

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

Legal Reference: 92 NAC 51-004.06E

**17. Access to Instructional Materials**

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

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

Legal Reference: 92 NAC 51-004.15

**18. Over-Identification and Disproportionality**

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

Legal Reference: 92 NAC 51-006.02C

**19. Prohibition on Mandatory Medication**

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

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

**20. Transportation**

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law to access academic, related services, and nonacademic services and activities as determined by the child's IEP. Except when a parent is transporting only his or her child, the District shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92. (Clarification of what requires transportation)

Legal Reference: 92 NAC 51-014.01 through 014.02

**21. Surrogates**

A surrogate will be appointed, and other action taken to ensure the rights of children with a disability as required by law. The surrogate may represent the child in all matters related to the identification, evaluation, and educational placement of a child and the provision of a free appropriate public education to the child. (Clarification of role of surrogate)

Legal Reference: 92 NAC 51-009.10

**22. Early Intervention Services – Consent**

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

Legal Reference: 92 NAC 52

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

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of OperationAgenda Construction and Control

- A. Written meeting agendas will be prepared by the Superintendent in collaboration with the President of the Board of Education. Any Board member may submit agenda items to be placed on the agenda by the Superintendent and the Board President.
- B. Control of the agenda is the responsibility of the Board President.
- C. Agenda items shall set forth the matter to be discussed at that agenda item.
- D. An agenda, kept continuously current, shall be readily available for public inspection at the office of the Superintendent of the Pender School District during normal business hours. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting. The School Board shall have the right to modify the agenda to include items of an emergency nature only by action taken at the public meeting at which the item is to be considered. Agenda items shall be sufficiently specific to advise the public of the issues to be discussed under that agenda item.

Legal Reference: § 84-1411

Date of Adoption: July 9, 2007  
Date of Amendment: August 12, 2013  
Date of Amendment: June 13, 2022

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

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

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

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

<b>Legal Reference:</b>	§§ 79-570; 79-571; § 84-1411 (3) and (6); § 84-1412 (1) and (3)
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B. Hear

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

<b>Legal Reference:</b>	§ 84-1412 (7)
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C. Record

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

<b>Legal Reference:</b>	§ 84-1412 (1)
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D. Access to Written Materials

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

<b>Legal Reference:</b>	§ 84-1412 (8)
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E. Speak

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

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

Any member of the public desiring to address the body shall be required to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual.

Individual speakers will be limited to 5 minutes for presenting comments and a total of 30 minutes will be allowed for public comment. Public comment time may be extended by a vote of the Board of Education members.

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

<b>Legal Reference:</b>	§ 84-1412 (1) (2) and (3)
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Date of Adoption: August 18, 2008

Date of Amendment: August 12, 2013

Date of Amendment: June 13, 2022

Personnel - All EmployeesDrug and Substance Use and Abuse

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

**Section 1 Drug-Free Workplace**

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

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

This policy supplements and is in addition to all other policies, regulations, practices, procedures

and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

**Section 2 Alcohol and Drug Testing**

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

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

Date of Adoption: December 10, 2007

Date of Amendment: June 13, 2022

## 4009 - APPENDIX 1

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:  
FEDERAL REGULATIONS, PENDER PUBLIC SCHOOL'S COMPLIANCE POLICIES  
AND PROCEDURES, AND EDUCATIONAL MATERIALS**

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

**(A). The persons designated by Pender Public Schools to answer employee questions about these materials are:**

Superintendent of Schools  
Principal

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

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

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

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

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

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

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

1. **Pre-employment testing.**  
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.

**2. Post-accident testing.**

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

**3. Random testing.**

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

**4. Reasonable suspicion testing.**

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

reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

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

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

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

6. **Follow-up testing.**

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

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

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

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

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

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

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

**The consequences for refusing to submit to an alcohol or controlled substances test are as follows:** A driver who has refused to submit to a required alcohol or controlled substance

test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

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

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

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

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

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

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

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

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

Date of Adoption: December 10, 2007

Date of Amendment: June 13, 2022

Bylaws of the Board - MeetingsMinutes

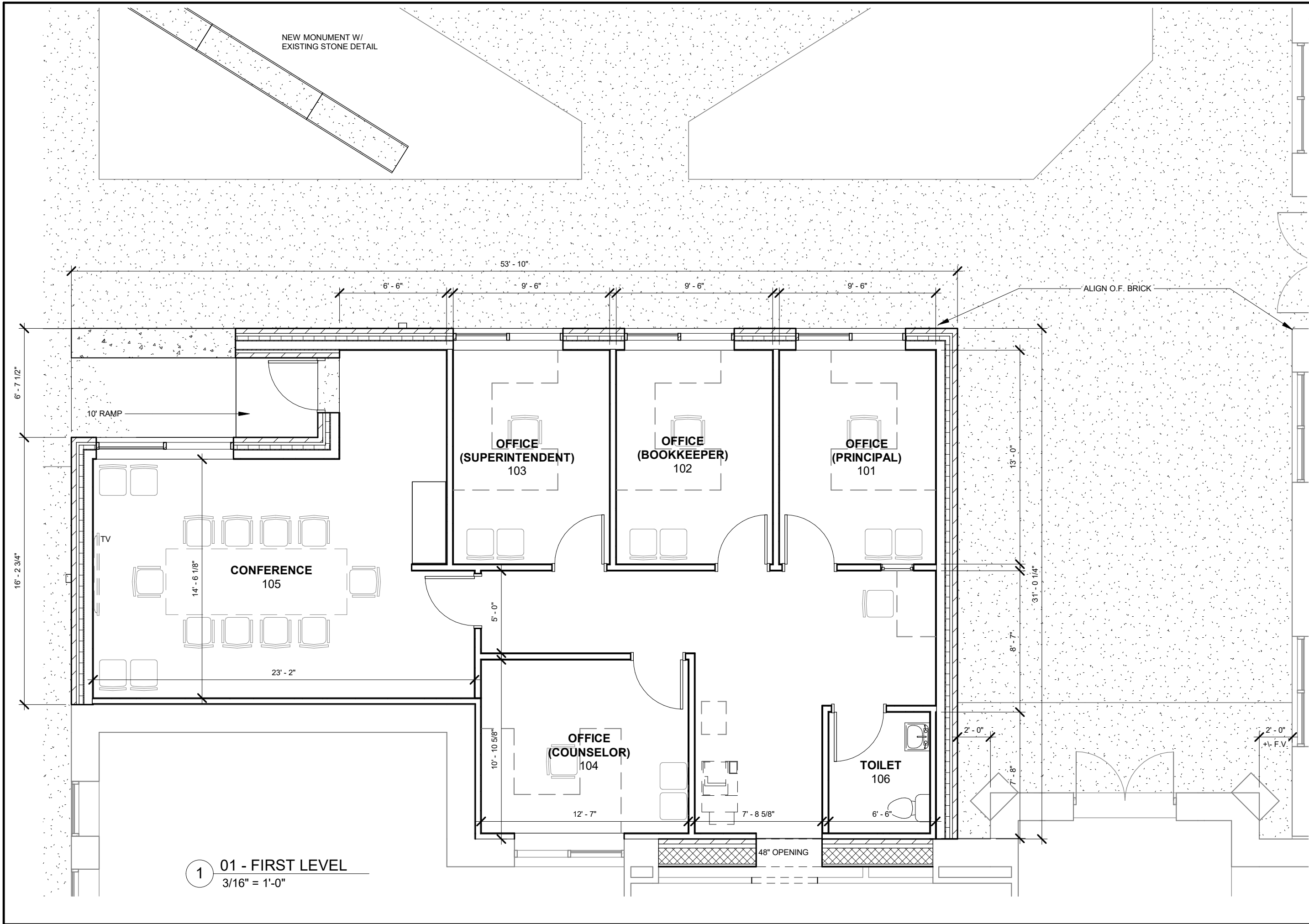
The Board of Education shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. The resignation of a Board member or any other circumstance that results in a vacancy in office shall be made a part of the minutes.

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

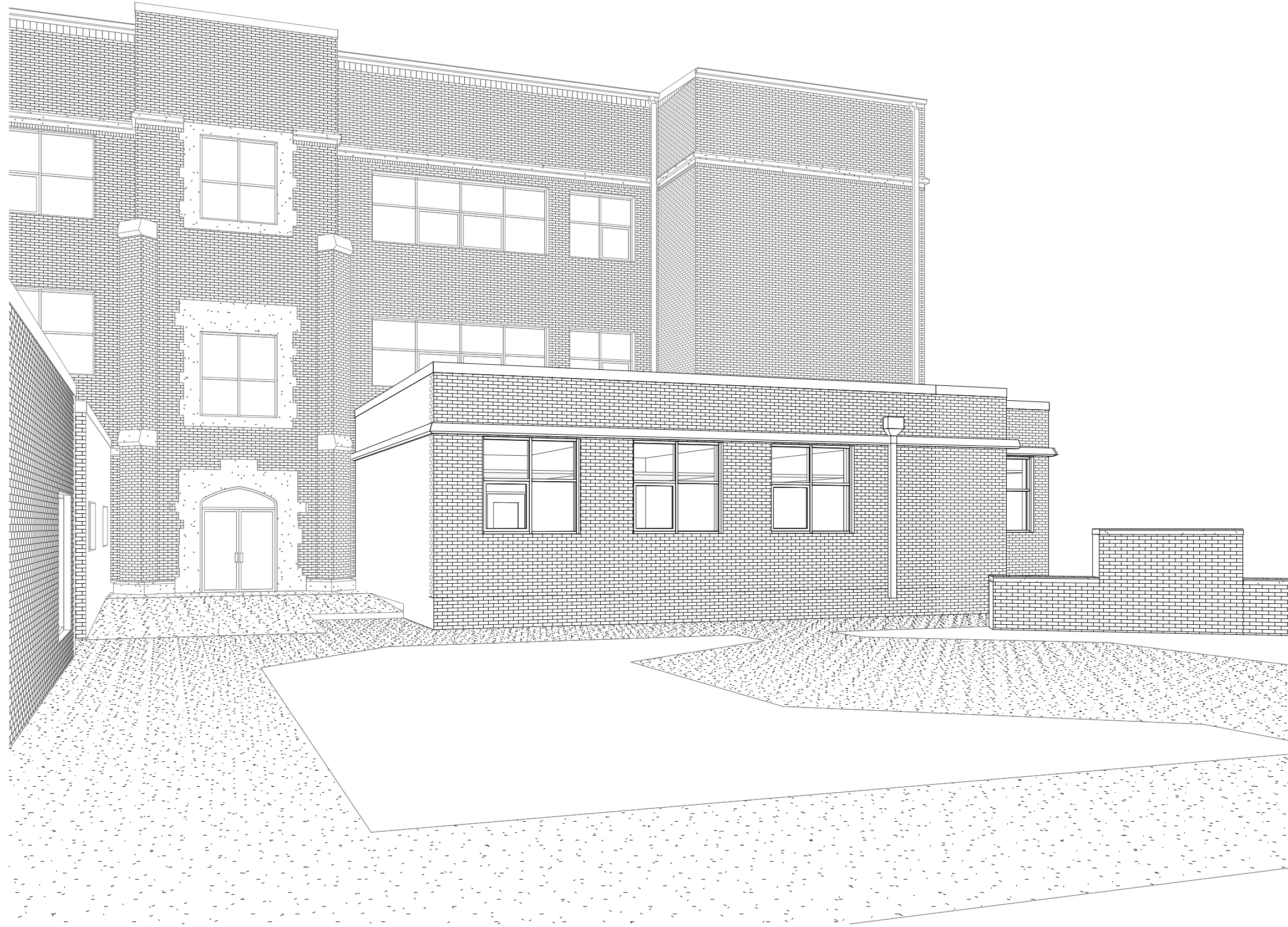
The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours. The minutes shall also be available on the District's website for at least six (6) months.

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

Date of Adoption: July 12, 2010  
Date of Amendment: August 10, 2015  
Date of Amendment: June 13, 2022



1 01 - FIRST LEVEL  
 3/16" = 1'-0"



1 School Approach



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

June 8, 2022

Pender Public Schools  
Attn: Jason Dolliver  
609 Whitney Street  
Pender, Nebraska 68047

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
MEP & Civil Design Services for Timberlyne Building (the "Project")  
Pender, Nebraska

Dear Mr. Dolliver:

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

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

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

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

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: June 13, 2022  
Anticipated Completion Date: October 31, 2022

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

### **COMPENSATION**

Client shall pay to Olsson for the performance CIVIL SITE DESIGN SERVICES a fixed fee of Nine thousand Nine Hundred Fifty Dollars (\$9,950). Olsson's reimbursable expenses for the Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Client shall pay to Olsson for the performance MEP ENGINEERING SERVICES a fixed fee of Thirty-One Thousand Dollars (\$31,000). Olsson's reimbursable expenses for the Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

**TERMS AND CONDITIONS OF SERVICE**

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

Client's designated Project Representative shall be \_\_\_\_\_.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By Taylor Kube By Matthew Smith

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

**PENDER PUBLIC SCHOOLS**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

- Attachments
- General Provisions
- Scope of Services

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 8, 2022 between Pender Public Schools ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

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

### **SECTION 2—ADDITIONAL SERVICES**

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

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

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

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

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

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

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

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

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

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

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

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

2.2.12 Preparation of operating and maintenance manuals.

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

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

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

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

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

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

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

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

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Client shall bear sole responsibility for:

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

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

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

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

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

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

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

#### **SECTION 4—MEANING OF TERMS**

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

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

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

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

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

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

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

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

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

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

## **SECTION 5—TERMINATION**

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

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

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

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

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

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

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

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

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

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

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

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

### **6.2 Arbitration or Litigation**

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

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

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

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

### **6.3 Certification of Merit**

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

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

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

### **7.2 Electronic Files**

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

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

### **7.3 Opinion of Probable Cost**

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

### **7.4 Prevailing Wages**

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

### **7.5 Samples**

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

### **7.6 Standard of Care**

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

### **7.7 Force Majeure**

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

### **7.8 Equal Employment Opportunity**

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

### **7.9 Confidentiality**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **7.11 Controlling Law and Venue**

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

#### **7.12 Subconsultants**

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

#### **7.13 Assignment**

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

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

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

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

#### **7.14 Indemnity**

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

#### **7.15 Limitation on Damages**

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

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

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

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

**7.16 Entire Agreement/Severability**

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

# SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated June 8, 2022 between Pender Public Schools (“Client”) and Olsson providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

## PROJECT DESCRIPTION AND LOCATION

Project Description: Civil Design & MEP Engineering Services for Timberlyne Building  
Project will be located at: Pender, NE

## SCOPE OF SERVICES

Project Understanding: Project shall consist of construction of Timberlyne Building and other site related improvements. Project is understood to consist of a ~3,200sf, single story plus loft building to become the main clubhouse/sports complex for Pender Schools.

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

### CIVIL SITE DESIGN SERVICES

#### Civil Design

- Olsson shall provide civil design services for the construction of Timberlyne Building. Design services and construction plans will include:
  - Cover Sheet
  - General Note & Details
  - Horizontal and Vertical Control
  - Site Plan
  - Site Grading Plan
  - Utility Plan
    - Sanitary Sewer Pump/Lift Station
    - Sanitary Sewer Service Hookup
    - Water Service Hookup
  - Construction Specifications:
    - Prepare project civil specifications. Structural and Building specifications shall be provided by the Client or Timberlyne.

#### Civil Design Coordination/Meetings

- Design coordination meetings. Design coordination meetings are intended to organize the Client’s project requirements and to implement those requirements into the civil design. Typical meeting intervals will be: Kick-Off & 75% design. A total of 2 meetings are anticipated for design phase of project. Meetings will be held virtually.

#### Bidding Services

- Olsson shall prepare construction bid package documentation including construction specifications, construction documents and front-end specification documents. .
- Construction plan package shall be publicly advertised and released to public for purposes of obtaining construction bids.
- Issue bidding addendums.
- Bidding documents will be released through A&D Technical Services, Quest CDN, or other approved means, and bid opening will occur at Pender Public Schools.

## **MEP ENGINEERING SERVICES**

Using the approved floor plans, prepare mechanical and electrical construction plans for the building. Plans will be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. Construction drawings will be stamped and signed for the state of Nebraska by a licensed professional engineer. Construction specifications will be prepared for materials and equipment to support services described below. For the purposes of this proposal engineering modeling shall comply with the following Levels of Detail (as defined by AIA) for Revit (BIM) modeling. Electrical and LV systems shall conform to a LOD200 and mechanical systems shall conform to LOD300.

### **Mechanical/Fire Protection Engineering Design**

- New fire sprinkler system via a performance specification.
  - A fire pump is not anticipated for this project.
- Plumbing plans including design of domestic water piping and plumbing fixtures, sanitary sewer, and natural gas piping.
  - A commercial kitchen and associated grease interceptor system is not included or anticipated.
- Heating, Ventilation, and Air Conditioning (HVAC) design of ductwork, mechanical piping, and equipment as required to service the spaces.
  - A commercial kitchen is not included or anticipated.
- Design will comply with the locally adopted energy code via the IECC C401 (prescriptive method.) Compliance via the performance method as indicated in IECC C402 can be provided as an additional service.

### **Electrical Engineering Design**

- Power distribution design (one-line diagram and panel schedules).
- Branch power design for new lighting, general power, and specialty equipment as required.
  - A lighting inverter system is anticipated to serve egress lighting within the egress path.
  - A commercial kitchen is not included or anticipated.
  - A generator is not included or anticipated.
- Specialty/Architectural Lighting design including luminaire selection, lighting calculations, and lighting controls.
  - Design will comply with all applicable codes, including IECC 2018 and be provided with daylight harvesting and occupancy sensing.
- Fire alarm design and device placement via performance specification.
  - An addressable, voice evacuation system is anticipated for this project.
- Design will comply with the locally adopted energy code.
- Overcurrent protective device coordination study and Arc Flash Hazard calculations are to be performed by the contractor and specified via performance specification.

### **Low Voltage Services**

- Voice and data structured cabling system design including communications cabling from service provider point of demarcation in building. Cabling requirements and requirements for demarcation room will be coordinated with local service providers.
- Conduit and box rough-in for low voltage systems. Low voltage system designed by others including the following: telecommunications, A/V, CATV, security (access control, CCTV, and intrusion detection). Locations determined by the owner and provided to Olsson to incorporate box rough-in locations.

## **MEP Design Coordination/Meetings & Deliverables**

### **1. Design Development**

- a. Attendance at (1) design coordination meetings.
- b. Provide engineering services required in the preparation of Design Development Documents as required for further definition of the project, including:
  - i. Preparation of DD level plans in Autodesk Revit format.

### **2. Construction Documents**

- a. Attendance at (1) design coordination meetings.
- b. Provide mechanical and electrical engineering services required in the preparation of Construction Documents as required for construction of the project, including:
  - i. Preparation of final plans in Autodesk Revit format.
  - ii. Book Specifications.

### **3. Bidding Services**

- a. Respond to AHJ plan review comments.
- b. Respond to contractor questions. Addenda will be prepared, if needed, to provide clarification to questions.
- c. Review of bids to determine alignment with construction document scope of work.

## **DESIGN EXCLUSIONS**

- Performance energy modelling, life cycle cost analysis, and energy use.
- LEED certification design documentation.
- Kitchen / Food Service equipment and refrigeration system specification and design.
- Permitting and permit fees.
- Payment of any construction related fees
- Structural Design Services
- Site Lighting Design
- Paving/Sidewalk Design
- Storm Sewer Design
- Architectural Services
- Construction Services, observation, testing, staking.
- Preparation of as-built drawings.
- Design of improvements outside of project area.

**NASB SCHOOL LEADERS & LAW CONFERENCE**

**JUNE 22-23, 2022 - KEARNEY**



**2022**

# REGISTRATION & ACTIVITIES

## REGISTER NOW FOR THE 2022 NASB SCHOOL LEADERS & LAW CONFERENCE

JUNE 22 & 23 - HOLIDAY INN - KEARNEY

Go to [www.NASBOnline.org](http://www.NASBOnline.org), and log in using your email and password

If you do not have an email and password to log in or have forgotten it, please contact NASB at 800-422-4572 for assistance.

Registration fees for each event are as follows:

Member Registration	\$170
NCOSA Member Price	\$100
Cancellation Fee	\$25

Registration Deadline - June 16, 2022

*No refunds after the deadline.*

Special meal requests can be emailed to [acarlson@NASBOnline.org](mailto:acarlson@NASBOnline.org)

### WEDNESDAY, JUNE 22 - ACTIVITIES



12:30 PM

NASB MEMBER GOLF OUTING - KEARNEY COUNTRY CLUB

\$75

(INCLUDES LUNCH PROVIDED BY ALICAP)

EMAIL [SENDORF@NASBONLINE.ORG](mailto:SENDORF@NASBONLINE.ORG) TO REGISTER FOR GOLF



2:30 PM

ARCHWAY TOUR - ARCHWAY MUSEUM

\$40

ENJOY A TOUR OF THE ARCHWAY MUSEUM WHERE YOU CAN LEARN MORE ABOUT THE HISTORY OF NEBRASKA & WESTERN EXPANSION. THE TOUR WILL BE FOLLOWED BY NETWORKING AND SNACKS WITH YOUR PEERS.



REGISTER ONLINE FOR THE ARCHWAY TOUR

**6:30 TO 11:00 PM**

**EXHIBITOR RECEPTION & HOSPITALITY SUITE - HOLIDAY INN**

# THURSDAY, JUNE 23, 2022

- 8:30 AM REGISTRATION
- 9:00 AM WHAT PASSED, COULDN'T LAST, AND A NEW CAST: A LOOK BACK AT THE 2022 LEGISLATIVE SESSION & WHO WE WILL BE WORKING WITH IN 2023  
COLBY COASH - NASB
- 10:00 AM BREAK / EXHIBITORS
- 10:30 AM A BREAKOUTS
- A1 - STUDENTS TODAY, FURRIES AND MORE  
PERRY LAW FIRM
  - A2 - UPDATE OF SPECIAL ED: SUMMARY OF NEW CASE LAW & REGULATIONS FOR SCHOOL BOARD MEMBERS  
ELIZABETH EYNON-KOKRDA - EEK LEGAL
  - A3 - ENGAGING PARENTS & PATRONS DURING PUBLIC COMMENT  
MARCIA HERRING - NASB
- 11:15 AM BREAK / EXHIBITORS
- 11:45 AM B BREAKOUTS
- B1 - NEBRASKA PROFESSIONAL PRACTICES COMMISSION: HOW CASES GET BEFORE THE NPPC, AND WHAT HAPPENS  
BRIAN HALSTEAD - NDE
  - B2 - OPEN MEETINGS & PUBLIC RECORDS AND RECENT ATTORNEY GENERAL DISPOSITIONS  
PERRY LAW FIRM
  - B3 - CYBER SECURITY IN SCHOOLS  
MEGAN BOLDT - ALICAP
- 12:30 PM LUNCH & NETWORKING
- 1:15 PM C BREAKOUTS
- C1 - THE SCHOOL PRIVATIZATION LANDSCAPE: WHERE NEBRASKA FITS IN  
DANIEL RUSSELL - STAND FOR SCHOOLS
  - C2 - NEGOTIATIONS TIPS, TRICKS, AND PITFALLS  
CHAD MEISGEIER - MILLARD PUBLIC SCHOOLS
- 2:00 PM BREAK
- 2:15 PM IMPACT OF TAX POLICY ON SCHOOL FUNDING  
REBECCA FIRESTONE - OPEN SKY POLICY INSTITUTE
- 3:15 PM ADJOURN

CLE CREDITS PENDING APPROVAL FOR ATTORNEYS ATTENDING THE SEMINAR  
15 AWARDS OF ACHIEVEMENT POINTS WILL BE EARNED FOR ATTENDING



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