

Board of Education Regular Meeting
Monday, September 13, 2021 7:30 PM
Library--Superior High School, Superior, NE
PO Box 288
Superior, NE 68978

1. Routine Business
 - 1.1. Call Meeting to Order
 - 1.2. Pledge of Allegiance
 - 1.3. Roll Call
 - 1.4. Excuse Absent Board Member(s)
 - 1.5. Approval of Agenda
2. Regular Meeting Agenda
 - 2.1. Public Participation
 - 2.2. Presentations - Staff/Students
 - Presentation by Tricia Kuhlmann and Dana Henry on Elementary Math
 - 2.3. Student Ambassador Report
 - 2.4. Consent Agenda
 - 2.4.1. Approval of Previous Minutes
 - 2.4.2. Approval of Treasurer's Report
 - 2.4.3. Approval of School Activity Fund Report
 - 2.4.4. Approval of Revenue Budget Report
 - 2.4.5. Approval of Expense Budget Report
 - 2.5. Approval of Previous Months Claims
 - 2.6. Revision of Policy 3015 Time Away From School Activities

- 2.7. Staff Development January 4, 2022 for training
- 2.8. 2021-2022 Budget
- 2.9. 2021-2022 Tax Request and Resolution
- 2.10. Approval of contract with Clark & Enersen
3. Correspondence
 - 3.1. September Board Quicks
 - 3.2. September NASB Monthly Board Meeting Update
4. Discussion Items
 - 4.1. Policy Review
 - 4.2. Principals' Reports
 - 4.3. Superintendent's Report
 - 4.4. Report from Board Committees
5. Items for Next Board Meeting
6. Executive Session-Personnel
7. Motion to Reconvene to Regular Session
8. Adjournment

NUCKOLLS COUNTY SCHOOL DISTRICT 65-0011
SUPERIOR PUBLIC SCHOOLS
SUPERIOR, NEBRASKA
August 9, 2021

Matt Bargaen: Present, Brad Biltoft: Present, Jason Jensen: Present, Peggy Meyer: Present, Luke Meyers: Present, Matt Sullivan: Present. Present: 6.

Posted Locations:

- The Superior Express
- Superior Public Schools
- <https://www.superiorwildcats.org/>

Posted Dates: 08/02/2021 Superior Public Schools and <https://www.superiorwildcats.org/>
08/05/2021 The Superior Express

1. Routine Business

1.1. Call Meeting to Order

Meeting was called to order at 7:30 p.m. by Matt Sullivan

1.2. Pledge of Allegiance

1.3. Roll Call

1.4. Excuse Absent Board Member(s)

1.5. Approval of Agenda

Motion to approve agenda as presented carried with a motion by Jason Jensen and a second by Peggy Meyer.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

2. Regular Meeting Agenda

2.1. Public Participation

Andrew Miller talked about proactive coaching being a benefit as a parent as well as very valuable from coaches standpoint. He thanked the board for providing this opportunity for the school.

2.2. Presentations - Staff/Students

2.2.1. Paul Heusinkvelt-Discussion of Middle School Sports and Wednesday Practices

Mr. Heusinkvelt discussed possibility of having optional Wednesday night practice for about an hour for middle school. Without being prepared for games, it becomes a safety factor for kids when they are not properly prepared. Board discussed Policy #3015.

2.2.2. Savings Analysis of Energy Efficiency and HVAC Project

Jacob gave presentation via zoom on savings analysis, 12-month project savings report, guaranty in savings for contract signed in 2020 using base rates.

2.3. Student Ambassador Report

2.4. Consent Agenda

Motion to approve consent agenda as presented carried with a motion by Peggy Meyer and a second by Luke Meyers.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye
Aye: 6, Nay: 0

2.4.1. Approval of Previous Minutes

2.4.2. Approval of Treasurer's Report

2.4.3. Approval of School Activity Fund Report

2.4.4. Approval of Revenue Budget Report

2.4.5. Approval of Expense Budget Report

2.5. Approval of Previous Months Claims

Motion to approve General Fund claims for July 2021 in the amount of \$844,248.83 carried with a motion by Luke Meyers and a second by Brad Biltoft.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye
Aye: 6, Nay: 0

2.6. Activities Handbook

Motion to approve the 2021-2022 Superior Middle/High School Activities Handbook carried with a motion by Peggy Meyer and a second by Brad Biltoft.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye
Aye: 6, Nay: 0

2.7. Review of Covid Protocols

Motion to approve 2021-2022 return to school protocols with modifications that were made carried with a motion by Peggy Meyer and a second by Matt Sullivan.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,
Matt Sullivan: Aye
Aye: 6, Nay: 0

Board reviewed 2021-2022 return to school protocols.

2.8. Adult Meal Prices

Motion to increase adult meal prices to \$4.00 for lunch and \$2.40 for breakfast carried with a motion by Peggy Meyer and a second by Jason Jensen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,
Matt Sullivan: Aye
Aye: 6, Nay: 0

Department of Education recommends prices and schools follow federal guidelines.

2.9. Cooperative agreement with Deshler for wrestling in 2021-22 school year

Motion to enter into a NHSAA cooperative agreement with Deshler for High School Wrestling for the 2021-22 school year. The costs of the program will be divided in proportion to the number of participants in the program. All practices, competitions, and activities involving the program will be held at Superior High School carried with a motion by Luke Meyers and a second by Jason Jensen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,
Matt Sullivan: Aye
Aye: 6, Nay: 0

Mr. Heusinkvelt gave presentation on cooperative agreement with Deshler for wrestling. Possibly 4-6 high school students from Deshler are interested.

2.10. Nebraska State Health Standards and CRT discussion

Motion to approve resolution to Nebraska State Health Standards carried with a motion by Peggy Meyer and a second by Luke Meyers.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,
Matt Sullivan: Aye
Aye: 6, Nay: 0

Americanism Committee is in place that follows curriculum and laws in Nebraska.

3. Correspondence

3.1. NASB Board Quicks for August

3.2. NASB Monthly Board Meeting Update

4. Discussion Items

4.1. Policy Review-Section 3-continued

Motion to approve the review of policies 3030 through 3057 carried with a motion by Matt Sullivan and a second by Peggy Meyer.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

4.2. Principals' Reports

Mr. Cook gave update on enrollment of Middle School High School.

Mrs. Fierstein provided information on open house, enrollment at elementary, back to school assembly, summer professional development.

4.3. Superintendent's Report

Sept 15 Area Membership meeting in York. Who is attending?

Stuco lunch tomorrow at 11:45

Stuco reports will begin in Sept.

Mr. Kobza discussed Area Membership meeting in York September 15, stuco will provide lunch tomorrow, gave an update on lockers, reported that carpet is done in classrooms and locker rooms. New ceiling tiles were put in cafeteria.

4.4. Report from Board Committees

4.5. Proposed ESSER III expenditures with public input

Mr. Kobza reported on ESSER III expenditures.

5. Items for Next Board Meeting

Policy 3015, review policies, budget approval

6. Executive Session

Motion to enter into executive session for the protection of public interest for discussion of personnel at 9:14 p.m carried with a motion by Jason Jensen and a second by Matt Sullivan.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

7. Reconvene to Regular Session

Motion to reconvene to regular session at 9:24 p.m carried with a motion by Matt Sullivan and a second by Jason Jensen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,
Matt Sullivan: Aye
Aye: 6, Nay: 0

8. Adjournment

Meeting adjourned at 9:24 p.m. by M Sullivan.

NUCKOLLS COUNTY SCHOOL DISTRICT 65-0011
SUPERIOR PUBLIC SCHOOLS
SUPERIOR, NEBRASKA
August 16, 2021

Matt Bargaen: Present, Brad Biltoft: Present, Jason Jensen: Absent, Peggy Meyer: Present, Luke Meyers: Present, Matt Sullivan: Present. Present: 5, Absent: 1.

Posted Locations:

- The Superior Express
- Superior Public Schools
- <https://www.superiorwildcats.org/>

Posted Dates: 08/09/2021 Superior Public Schools and <https://www.superiorwildcats.org/>
08/12/2021 The Superior Express

1. Routine Business

1.1. Call Meeting to Order

Budget workshop was called to order at 6:05 p.m. by Matt Sullivan

1.2. Pledge of Allegiance

1.3. Roll Call

1.4. Excuse Absent Board Member(s)

Motion to excuse absent board member Jason Jensen carried with a motion by Matt Sullivan and a second by Matt Bargaen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye
Aye: 5, Nay: 0

1.5. Approval of Agenda

Motion to approve agenda as presented carried with a motion by Peggy Meyer and a second by Luke Meyers.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye
Aye: 5, Nay: 0

1.6. Budget Workshop

Mr. Kobza reviewed the capital projects list from 2020-21 and progress on those projects in both the Depreciation Fund and the Special Building Fund. He reviewed the priority of projects, stating that the football bleachers and the roof project may need to be moved ahead in priority. He will be updating the project list with updated pricing and based upon board member input. One new item that Mr. Kobza asked the board to be aware of is the increasing demand for preschool services.

Matt Fisher and Tobin Buchanan with First National Capital Markets presented to the board. They shared information on the process to utilize a lease purchase agreement. Board questions and discussion followed. The possibility of a public information session was discussed to be held at the end of September. Priority projects were discussed - roof replacement, parking lot replacement and secure entrance were identified as priorities. Mr. Kobza will follow up with architects on estimates and designs.

Mr. Kobza then reviewed a projected 2021-2022 budget. Discussion followed.

2. Adjournment

Meeting adjourned at 7:45 p.m. by Sullivan.

Superior Public Schools

August 2021 Cash Summary Report

Fund	Description	Beginning	Revenue	Expenditure	Ending Balance
01	General Fund	\$2,047,703.97	\$236,181.91	(\$841,394.51)	\$1,442,491.37
02	Depreciation Fund	\$585,136.20	\$200,060.64	(\$31,074.97)	\$754,121.87
03	Employee Benefit Fund	\$55,582.04	\$40,003.51	\$0.00	\$95,585.55
06	School Nutrition Fund	\$81,968.71	\$2,725.69	(\$5,219.46)	\$79,474.94
07	Bond Fund	\$526,049.16	\$2,587.47	\$0.00	\$528,636.63
08	Special Building Fund	\$424,236.52	\$2,369.65	\$0.00	\$426,606.17
09	QCPUF Fund	\$512.58	\$0.12	\$0.00	\$512.70
Sub Total		\$3,721,189.18	\$483,928.99	(\$877,688.94)	\$3,327,429.23

August 2021

Bills

Original List	\$	404,401.92
Voided Expenditure Checks	\$	-
Receipts Posted to Expenditure Accounts	\$	(2,854.32)
Total	\$	401,547.60

Additions

	\$	-
	\$	-
	\$	-
Total Additions	\$	-

Total Bills \$ 401,547.60

Payroll & Benefits

Original Total	\$	439,846.91
Additions/Corrections	\$	-
Total	\$	439,846.91

Total Payroll & Benefits \$ 439,846.91

August Expenditure Adjusted Grand Total \$ 841,394.51

GENERAL FUND RECAP - August 2021

Beginning Balance 07-31-2021	\$	2,047,703.97
Receipts	\$	236,181.91
Expenditures	\$	841,394.51
Ending Balance 08-31-2021	\$	1,442,491.37

DEPRECIATION FUND**F&M Bank**

Beg Balance 07/31/2021	\$585,136.20
Receipts	\$60.64 interest \$200,000.00 Transfer from General Fund
Disbursements	\$3,568.64 TC Ceilings-cafeteria tiles \$5,687.33 Betka Plumbing-toilets, faucets \$21,819.00 Midwest Floor Covering-summer carpet projects
Ending Balance 08/31/2021	\$754,121.87

QUALIFIED CAPITAL PURPOSE FUND**F&M Bank**

Beg Balance 07/31/2021	\$512.58
Receipts	\$0.00 County Proceeds \$0.12 interest
Disbursements	\$0.00
Ending Balance 08/31/2021	\$512.70

BOND FUND**Horizon Bank**

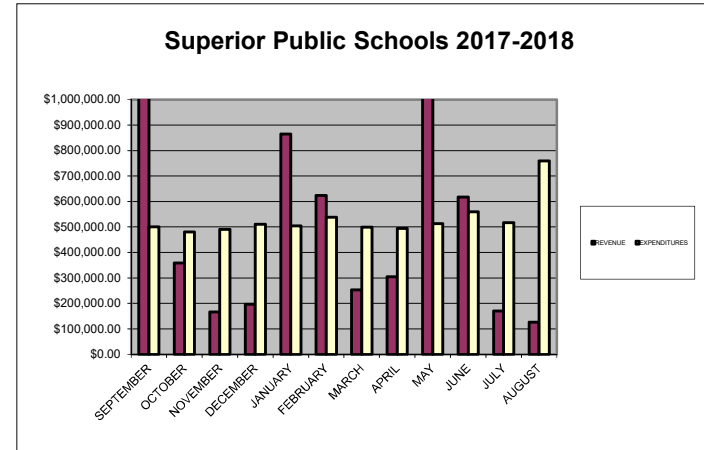
Beg Balance 07/31/2021	\$526,049.16
Receipts	\$2,453.11 County Proceeds \$134.36 interest
Disbursements	\$0.00
Ending Balance 08/31/2021	\$528,636.63

SPECIAL BUILDING FUND**Home Federal**

Beg Balance 07/31/2021	\$424,236.52
Receipts	\$2,257.79 County Proceeds \$111.86 interest
Disbursements	
Ending Balance 08/31/2021	\$426,606.17

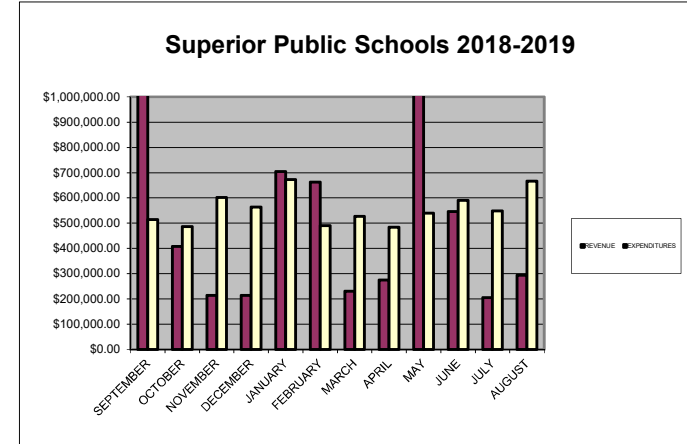
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011
GENERAL FUND
2017-2018 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$2,181,030.30	\$1,119,270.98	\$500,244.63	\$2,800,056.65
OCTOBER	\$2,800,056.65	\$358,893.97	\$480,605.17	\$2,678,345.45
NOVEMBER	\$2,678,345.45	\$166,344.93	\$490,951.08	\$2,353,739.30
DECEMBER	\$2,353,739.30	\$197,119.16	\$510,728.63	\$2,040,129.83
JANUARY	\$2,040,129.83	\$864,513.40	\$503,624.37	\$2,401,018.86
FEBRUARY	\$2,401,018.86	\$623,163.35	\$538,072.19	\$2,486,110.02
MARCH	\$2,486,110.02	\$253,219.56	\$499,068.01	\$2,240,261.57
APRIL	\$2,240,261.57	\$303,981.81	\$494,240.72	\$2,050,002.66
MAY	\$2,050,002.66	\$1,596,500.95	\$512,663.51	\$3,133,840.10
JUNE	\$3,133,840.10	\$616,663.58	\$558,894.01	\$3,191,609.67
JULY	\$3,191,609.67	\$170,396.55	\$516,223.32	\$2,845,782.90
AUGUST	\$2,845,782.90	\$125,580.82	\$759,715.85	\$2,211,647.87



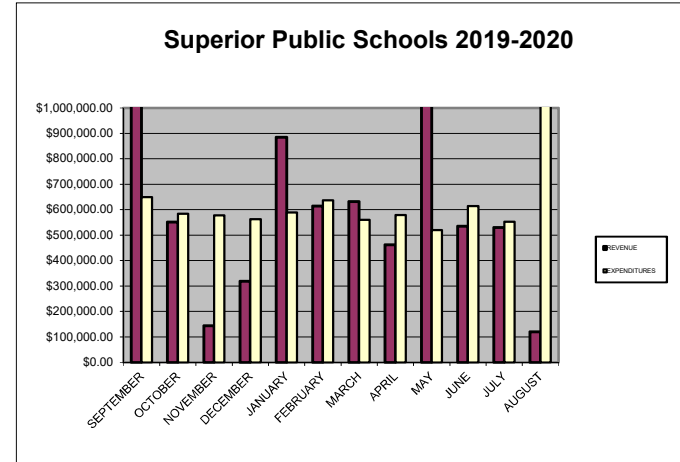
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011
GENERAL FUND
2018-2019 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$2,211,647.87	\$1,179,294.60	\$514,619.07	\$2,876,323.40
OCTOBER	\$2,876,323.40	\$408,247.35	\$486,399.08	\$2,798,171.67
NOVEMBER	\$2,798,171.67	\$214,450.66	\$601,826.77	\$2,410,795.56
DECEMBER	\$2,410,795.56	\$214,513.74	\$563,437.36	\$2,061,871.94
JANUARY	\$2,061,871.94	\$704,774.93	\$673,228.58	\$2,093,418.29
FEBRUARY	\$2,093,418.29	\$663,288.73	\$490,225.81	\$2,266,481.21
MARCH	\$2,266,481.21	\$230,221.70	\$526,622.90	\$1,970,080.01
APRIL	\$1,970,080.01	\$275,606.87	\$483,913.91	\$1,761,772.97
MAY	\$1,761,772.97	\$1,618,621.40	\$539,819.49	\$2,840,574.88
JUNE	\$2,840,574.88	\$546,574.89	\$590,013.02	\$2,797,136.75
JULY	\$2,797,136.75	\$204,807.75	\$548,279.53	\$2,453,664.97
AUGUST	\$2,453,664.97	\$294,025.51	\$666,084.59	\$2,081,605.89



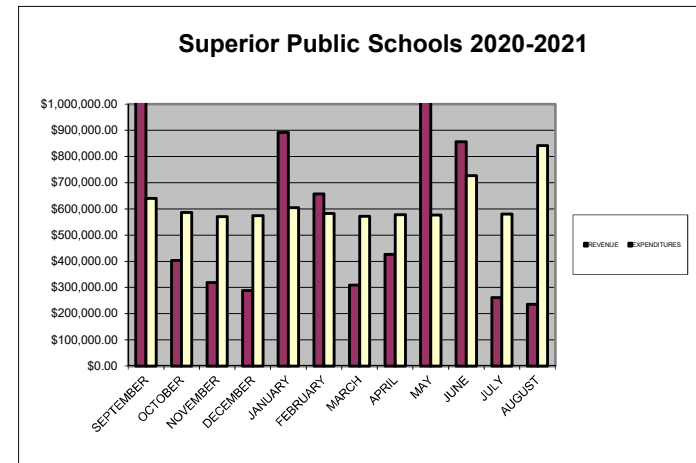
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011
GENERAL FUND
2019-2020 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$2,081,605.89	\$1,140,743.32	\$649,859.92	\$2,572,489.29
OCTOBER	\$2,572,489.29	\$551,559.00	\$584,510.28	\$2,539,538.01
NOVEMBER	\$2,539,538.01	\$143,851.40	\$577,781.45	\$2,105,607.96
DECEMBER	\$2,105,607.96	\$318,249.77	\$563,042.07	\$1,860,815.66
JANUARY	\$1,860,815.66	\$885,052.02	\$589,545.70	\$2,156,321.98
FEBRUARY	\$2,156,321.98	\$614,680.36	\$636,514.66	\$2,134,487.68
MARCH	\$2,134,487.68	\$632,297.03	\$560,310.40	\$2,206,474.31
APRIL	\$2,206,474.31	\$462,013.82	\$579,090.64	\$2,089,397.49
MAY	\$2,089,397.49	\$1,271,335.81	\$520,376.23	\$2,840,357.07
JUNE	\$2,840,357.07	\$535,382.77	\$614,054.80	\$2,761,685.04
JULY	\$2,761,685.04	\$529,969.38	\$552,830.43	\$2,738,823.99
AUGUST	\$2,738,823.99	\$119,254.29	\$1,107,848.56	\$1,750,229.72



**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011
GENERAL FUND
2020-2021 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$1,750,229.72	\$1,270,816.74	\$640,026.23	\$2,381,020.23
OCTOBER	\$2,381,020.23	\$402,654.95	\$586,564.61	\$2,197,110.57
NOVEMBER	\$2,197,110.57	\$318,877.70	\$570,306.88	\$1,945,681.39
DECEMBER	\$1,945,681.39	\$288,275.08	\$574,210.33	\$1,659,746.14
JANUARY	\$1,659,746.14	\$891,465.75	\$605,021.17	\$1,946,190.72
FEBRUARY	\$1,946,190.72	\$656,809.29	\$582,762.55	\$2,020,237.46
MARCH	\$2,020,237.46	\$309,509.02	\$571,916.06	\$1,757,830.42
APRIL	\$1,757,830.42	\$425,963.71	\$577,657.26	\$1,606,136.87
MAY	\$1,606,136.87	\$1,207,261.61	\$576,493.44	\$2,236,905.04
JUNE	\$2,236,905.04	\$856,149.48	\$727,280.15	\$2,365,774.37
JULY	\$2,365,774.37	\$261,985.24	\$580,055.64	\$2,047,703.97
AUGUST	\$2,047,703.97	\$236,181.91	\$841,394.51	\$1,442,491.37



Current Cash Balance

Sorted by Site ID, Reporting ID, Activity ID.
From 08/01/2021 to 08/31/2021.

Site ID	Site Name	Rep ID	Reporting ID Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Activity ID	Activity Name							
SPS	Superior Public Schools							
100	Athletics			10,742.44	685.50	4,083.00	0.00	7,344.94
110	Boys' Basketball			1,207.94	0.00	0.00	0.00	1,207.94
115	Cross Country			171.22	0.00	0.00	0.00	171.22
120	Girls' Basketball			2,776.56	0.00	0.00	0.00	2,776.56
125	Boys' Golf			1,073.36	0.00	0.00	0.00	1,073.36
130	Football			4,464.01	55.00	35.00	0.00	4,484.01
135	JH Football			8.50	0.00	0.00	0.00	8.50
140	JH Volleyball			460.11	0.00	0.00	0.00	460.11
145	JH Girls Basketball			97.86	0.00	0.00	0.00	97.86
150	Girls' Golf			1,935.50	150.00	366.54	0.00	1,718.96
170	Volleyball			2,787.31	365.00	2,323.42	0.00	828.89
180	Wrestling			361.86	0.00	0.00	0.00	361.86
190	Track			285.87	0.00	0.00	0.00	285.87
300	Archery			1,095.31	0.00	0.00	0.00	1,095.31
305	Art Club			20.72	0.00	0.00	0.00	20.72
320	Community Service Club			1,788.04	0.00	0.00	0.00	1,788.04
325	Drama			892.63	0.00	0.00	0.00	892.63
335	FBLA			2,978.83	0.00	0.00	0.00	2,978.83
345	FFA			8,229.84	0.00	2,158.47	0.00	6,071.37
350	Foreign Language			1,730.95	0.00	0.00	0.00	1,730.95
355	S Club			63.63	0.00	0.00	0.00	63.63
360	Speech			899.57	0.00	0.00	0.00	899.57
365	Student Council			7,052.38	0.00	33.98	0.00	7,018.40
370	Drill Team			2,484.42	0.00	175.19	0.00	2,309.23
500	Elementary K-5			10,453.99	0.00	67.36	0.00	10,386.63
505	Middle School			781.83	0.00	0.00	0.00	781.83
510	Secondary			2,058.20	0.00	0.00	0.00	2,058.20
511	Secondary PBIS			518.89	0.00	0.00	0.00	518.89
519	Class of 2019			0.00	0.00	0.00	0.00	0.00
520	Class of 2020			0.00	0.00	0.00	0.00	0.00
521	Class of 2021			0.00	0.00	0.00	0.00	0.00
522	Class of 2022			2,901.53	0.00	0.00	0.00	2,901.53
523	Class of 2023			4,612.83	0.00	0.00	0.00	4,612.83
524	Class of 2024			1,677.76	0.00	0.00	0.00	1,677.76
610	Ag Ed			592.52	0.00	0.00	0.00	592.52
615	Ag Trip			6,425.00	0.00	0.00	0.00	6,425.00
620	Art Fund			2,762.57	0.00	0.00	0.00	2,762.57
630	Music			21,018.99	0.00	21.98	0.00	20,997.01
640	Flashlight			10,606.09	0.00	0.00	0.00	10,606.09
650	Greenhouse			64.72	0.00	0.00	0.00	64.72
660	Industrial Arts			3,985.01	0.00	0.00	0.00	3,985.01
670	Student Purchases			0.00	0.00	0.00	0.00	0.00
690	Yearbook			4,165.24	0.00	2,681.30	0.00	1,483.94

Current Cash Balance

Sorted by Site ID, Reporting ID, Activity ID.
From 08/01/2021 to 08/31/2021.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Rep ID	Reporting ID Name					
Activity ID	Activity Name					
800	Backpack Program	11,707.36	0.00	0.00	0.00	11,707.36
805	EPOCH	519.10	0.00	0.00	0.00	519.10
810	Flower Fund	528.89	0.00	0.00	0.00	528.89
820	Alumni Board	361.49	0.00	0.00	0.00	361.49
830	Library Fund	563.99	0.00	0.00	0.00	563.99
850	Weight Room	60.91	0.00	0.00	0.00	60.91
860	Teachers' Workroom	1,295.98	0.00	0.00	0.00	1,295.98
870	Therapy Dog	516.45	0.00	0.00	0.00	516.45
880	Wildcat Food	5,493.45	0.00	0.00	0.00	5,493.45
890	Wellness Grant	0.00	0.00	0.00	0.00	0.00
990	Interest	1,670.03	6.90	90.00	0.00	1,586.93
Totals:		148,951.68	1,262.40	12,036.24	0.00	138,177.84
SPS Totals:		148,951.68	1,262.40	12,036.24	0.00	138,177.84
Report Totals:		148,951.68	1,262.40	12,036.24	0.00	138,177.84

Check Detail

Sorted by Activity ID, Site ID.
From 08/01/2021 to 08/31/2021.

Activity ID Site ID	Activity Name Site Name	Vendor Name	Issue Date Status Date	Approved by	Amount
Check # Status	Issue Date Status Date	Vendor Name PO Number	1099? Invoice Number	Description	Amount
<hr/>					
100	Athletics				
<hr/>					
SPS	Superior Public Schools				
033808 Cleared	08/06/2021 08/31/2021	U.S. Bank	No 06282021	Kim Williams Coaches Clinic rooms	1,566.00
033808 Cleared	08/06/2021 08/31/2021	U.S. Bank	No 341487	Kim Williams golf bags, balls	1,072.00
033811 Cleared	08/18/2021 08/31/2021	Central City Public Schools	No 08192021	Kim Williams Girls Golf entry fee	40.00
033814 Printed	08/18/2021 08/18/2021	Nebraska Coaches Association	No 2021-22 Corman	Kim Williams Steph Corman membership	45.00
033817 Printed	08/23/2021 08/23/2021	Nebraska School Activities Association	No 2020-21-2	Kim Williams Fee for Girls' Wrestling	60.00
033818 Printed	08/26/2021 08/26/2021	Kearney Catholic High School	No 08262021	Kim Williams Girls Golf entry fee	110.00
033819 Printed	08/26/2021 08/26/2021	Marcy Welch	No 08262021	Kim Williams VB official	110.00
033820 Cleared	08/26/2021 08/31/2021	Mike Florek	No 08272021	Kim Williams FB officials	550.00
033821 Printed	08/26/2021 08/26/2021	Tawnia Lee	No 08262021	Kim Williams VB official	110.00
033824 Printed	08/30/2021 08/30/2021	Brian Faust	No 08302021	Kim Williams JH & JV FB official	105.00
033825 Printed	08/30/2021 08/30/2021	Jerred Ehlers	No 08302021	Kim Williams JH & JV FB official	105.00
033826 Printed	08/30/2021 08/30/2021	Jim Peterson	Yes 08302021	Kim Williams JH & JV FB official	105.00
033827 Printed	08/30/2021 08/30/2021	Ryan Butler	No 08302021	Kim Williams JH & JV FB official	105.00
Total for SPS - Superior Public Schools:					4,083.00
Total for 100 - Athletics:					4,083.00

<hr/>					
130	Football				
<hr/>					
SPS	Superior Public Schools				
033812 Cleared	08/18/2021 08/31/2021	Jensen Publishing Inc	No 73669	Kim Williams HPR Football subscription	35.00

Check Detail

Sorted by Activity ID, Site ID.
From 08/01/2021 to 08/31/2021.

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/> 150 Girls' Golf <hr/>						
SPS Superior Public Schools						
033808 Cleared	08/06/2021 08/31/2021	U.S. Bank	No	341487-2	Kim Williams shirts	235.00
033810 Printed	08/18/2021 08/18/2021	Burlington Golf	No	210727	Kim Williams golf balls	131.54
Total for SPS - Superior Public Schools:						366.54
Total for 150 - Girls' Golf:						366.54
<hr/> 170 Volleyball <hr/>						
SPS Superior Public Schools						
033805 Cleared	08/06/2021 08/31/2021	Bailey Zimmerer	No	85015	Kim Williams t-shirt materials	112.78
033808 Cleared	08/06/2021 08/31/2021	U.S. Bank	No	0717242021	Kim Williams food, hotels-Kearney, Omaha camps	2,210.64
Total for SPS - Superior Public Schools:						2,323.42
Total for 170 - Volleyball:						2,323.42
<hr/> 345 FFA <hr/>						
SPS Superior Public Schools						
033809 Printed	08/18/2021 08/18/2021	Brent Thomas	No	26542	Kim Williams fuel-recycling trip	70.23
033813 Cleared	08/18/2021 08/31/2021	KRFS AM/FM	No	2021-752	Kim Williams fireworks ads	75.00
033822 Cleared	08/26/2021 08/31/2021	Nebraska Department of Revenue	No	July 2021	Kim Williams Fireworks sales tax	655.34
033823 Cleared	08/26/2021 08/31/2021	SYAA	No	2021	Kim Williams baseball concessions drinks	1,357.90
Total for SPS - Superior Public Schools:						2,158.47
Total for 345 - FFA:						2,158.47
<hr/> 365 Student Council <hr/>						
SPS Superior Public Schools						
033804 Cleared	08/06/2021 08/31/2021	Amazon Capital Services	No	16GG-G3TV- N4MX	Kim Williams magnets for locker signs	33.98

Check Detail

Sorted by Activity ID, Site ID.
From 08/01/2021 to 08/31/2021.

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
370 Drill Team						
SPS Superior Public Schools						
033806 Cleared	08/06/2021 08/31/2021	Ideal Market	No	Jul 21 #1234	Kim Williams lock-in supplies	29.23
033808 Cleared	08/06/2021 08/31/2021	U.S. Bank	No	072154	Kim Williams Subway-camp lunch	145.96
Total for SPS - Superior Public Schools:						175.19
Total for 370 - Drill Team:						175.19
500 Elementary K-5						
SPS Superior Public Schools						
033815 Cleared	08/18/2021 08/31/2021	Sam's Club/Synchrony Bank	No	24J828	Kim Williams snacks, paper products	67.36
630 Music						
SPS Superior Public Schools						
033742 Void	06/02/2021 08/03/2021	Robin Boger	No	2021	Kim Williams Band deposit refund	-20.00
033804 Cleared	08/06/2021 08/31/2021	Amazon Capital Services	No	1F9H-GL4F- HJV3	Kim Williams reeds	41.98
Total for SPS - Superior Public Schools:						21.98
Total for 630 - Music:						21.98
690 Yearbook						
SPS Superior Public Schools						
033816 Cleared	08/18/2021 08/31/2021	Walsworth	No	1628630	Kim Williams 2020-21 yearbook final payment	2,681.30
990 Interest						
SPS Superior Public Schools						
033807 Cleared	08/06/2021 08/31/2021	Superior Publishing Co., Inc	No	07312021	Kim Williams activity passes	90.00
Grand Total :						12,036.24

Superior Public Schools

August 2021 Revenue Account Summary Report

Account Code	Description	August 2021 Receipts	2020-2021 Budget	Actual (YTD)	Available (YTD)	% of Budget Received
01-1-01100-000-000	Local Property Taxes	(\$10,905.76)	(\$4,483,845.00)	(\$4,234,050.01)	(\$249,794.99)	94.42
01-1-01115-000-000	Carline Tax	\$0.00	(\$4,500.00)	(\$4,246.49)	(\$253.51)	94.36
01-1-01120-000-000	Pub Power 5% Gross	\$0.00	(\$7,200.00)	(\$6,833.41)	(\$366.59)	94.90
01-1-01125-000-000	Motor Vehicle Taxes	(\$20,081.22)	(\$240,000.00)	(\$256,507.42)	\$16,507.42	106.87
01-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$110.87)	\$0.00	(\$17,055.32)	\$17,055.32	0.00
01-1-01311-000-000	Tuition - Indiv Reg Ed	\$0.00	(\$4,000.00)	(\$2,000.00)	(\$2,000.00)	50.00
01-1-01331-000-000	Tuition Otr Dist Reg Ed	\$0.00	(\$50,000.00)	(\$50,560.00)	\$560.00	101.12
01-1-01423-000-000	Trans-Oth Dist SPED	\$0.00	(\$2,500.00)	\$0.00	(\$2,500.00)	0.00
01-1-01510-000-000	Interest	(\$376.52)	(\$18,000.00)	(\$6,480.39)	(\$11,519.61)	36.00
01-1-01911-000-000	Local License Fees	\$0.00	(\$2,000.00)	(\$4,320.00)	\$2,320.00	216.00
01-1-01920-000-000	Contributions and Donations From Private Sources	\$0.00	\$0.00	(\$1,043.00)	\$1,043.00	0.00
01-1-01955-000-000	Postsecondary Receipts	\$0.00	\$0.00	(\$2,260.00)	\$2,260.00	0.00
01-1-01980-000-000	Refund of Prior Year's Expenditures	\$0.00	\$0.00	(\$2,517.50)	\$2,517.50	0.00
01-1-01990-000-000	Other Local Receipts	\$0.00	(\$5,000.00)	(\$20,601.62)	\$15,601.62	412.03
01-1-02110-000-000	Co Fines & License Fees	(\$1,309.14)	(\$22,000.00)	(\$20,538.84)	(\$1,461.16)	93.35
01-1-02210-000-000	ESU Receipts	(\$1,128.27)	(\$3,400.00)	(\$1,128.27)	(\$2,271.73)	33.18
01-1-03110-000-000	State Aid	\$0.00	(\$832,763.00)	(\$841,329.00)	\$8,566.00	101.02
01-1-03120-000-000	Sped - School Age	\$0.00	(\$400,000.00)	(\$531,007.00)	\$131,007.00	132.75
01-1-03125-000-000	Sped Transport - SA	\$0.00	(\$22,000.00)	(\$36,911.00)	\$14,911.00	167.77
01-1-03130-000-000	Homestead Exemption	(\$9,184.46)	\$0.00	(\$55,970.76)	\$55,970.76	0.00
01-1-03131-000-000	Property Tax Credit	\$0.00	\$0.00	(\$299,564.36)	\$299,564.36	0.00
01-1-03132-000-000	Personal Prop Tax Credit	\$0.00	\$0.00	(\$2,715.81)	\$2,715.81	0.00
01-1-03133-000-000	Nameplate Capacity	\$0.00	\$0.00	(\$2,058.28)	\$2,058.28	0.00
01-1-03180-000-000	Pro-Rate Motor Vehicle	\$0.00	(\$9,500.00)	(\$10,594.90)	\$1,094.90	111.52
01-1-03400-000-000	State Apportionment	\$0.00	(\$55,000.00)	(\$52,894.16)	(\$2,105.84)	96.17
01-1-03512-000-000	Distance Ed Incentive	\$0.00	(\$5,500.00)	\$0.00	(\$5,500.00)	0.00
01-1-03535-000-000	High Ability Learners	\$0.00	(\$4,500.00)	(\$4,945.00)	\$445.00	109.88
01-1-03990-000-000	Other State Receipts	\$0.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00
01-1-04105-000-000	eRate Funding	\$0.00	\$0.00	(\$9,584.40)	\$9,584.40	0.00
01-1-04310-000-000	REAP	(\$20,236.37)	(\$15,000.00)	(\$49,236.01)	\$34,236.01	328.24
01-1-04505-000-000	Title I	(\$7,385.68)	(\$55,000.00)	(\$93,199.58)	\$38,199.58	169.45
01-1-04509-000-000	Title II A	\$0.00	(\$15,000.00)	(\$16,057.00)	\$1,057.00	107.04
01-1-04516-000-000	IDEA Presc (619) Base, E/P	(\$3,956.00)	(\$4,000.00)	(\$3,956.00)	(\$44.00)	98.90
01-1-04518-000-000	IDEA Part B (611) Base, E/P	\$0.00	\$0.00	(\$183,176.00)	\$183,176.00	0.00
01-1-04519-000-000	IDEA E/Poverty	\$0.00	(\$96,000.00)	\$0.00	(\$96,000.00)	0.00
01-1-04525-000-000	Fed Voc (Carl Perkins)	\$0.00	(\$5,000.00)	(\$2,645.00)	(\$2,355.00)	52.90
01-1-04530-000-000	Other Federal Categorical	(\$7,134.79)	\$0.00	(\$9,185.26)	\$9,185.26	0.00
01-1-04531-000-000	Title IV, Part B, 21st Century	(\$13,584.00)	(\$5,000.00)	(\$47,046.00)	\$42,046.00	940.92
01-1-04708-000-000	MIPS	(\$11,125.49)	(\$5,000.00)	(\$39,423.52)	\$34,423.52	788.47

01-1-04709-000-000	MAAPS	(\$2,353.34)	(\$12,000.00)	(\$17,768.86)	\$5,768.86	148.07
01-1-04969-000-000	Title IV, Part A	\$0.00	\$0.00	(\$10,000.00)	\$10,000.00	0.00
01-1-04996-000-000	ESSER CARES	\$0.00	\$0.00	(\$49,200.31)	\$49,200.31	0.00
01-1-04997-000-000	ESSER II	(\$127,060.00)	\$0.00	(\$127,060.00)	\$127,060.00	0.00
01-1-05300-000-000	Sale Of Property	(\$250.00)	\$0.00	(\$280.00)	\$280.00	0.00
Subtotal 01 - General Fund		(\$236,181.91)	(\$6,384,708.00)	(\$7,125,950.48)	\$741,242.48	111.61
02-1-01510-000-000	Interest	(\$60.64)	(\$1,500.00)	(\$809.21)	(\$690.79)	53.94
02-1-05200-000-000	Gen Fund Transfer	(\$200,000.00)	(\$150,000.00)	(\$200,000.00)	\$50,000.00	133.33
Subtotal 02 - Depreciation Fund		(\$200,060.64)	(\$151,500.00)	(\$200,809.21)	\$49,309.21	132.55
03-1-01510-000-000	Interest On Account	(\$3.51)	(\$50.00)	(\$30.28)	(\$19.72)	60.56
03-1-05200-000-000	General Fund Transfers	(\$40,000.00)	\$0.00	(\$40,000.00)	\$40,000.00	0.00
Subtotal 03 - Employee Benefit Fund		(\$40,003.51)	(\$50.00)	(\$40,030.28)	\$39,980.28	80,060.56
06-1-01510-000-000	Interest On Account	(\$3.42)	(\$25.00)	(\$30.24)	\$5.24	120.96
06-1-01611-000-000	Student Lunch	\$0.00	(\$60,000.00)	(\$3,874.20)	(\$56,125.80)	6.45
06-1-01612-000-000	Student Breakfast	\$0.00	(\$10,000.00)	(\$116.55)	(\$9,883.45)	1.16
06-1-01620-000-000	Extra Items (A La Carte)	(\$56.50)	(\$20,000.00)	(\$16,468.88)	(\$3,531.12)	82.34
06-1-01630-000-000	Special Function Sales	\$0.00	\$0.00	(\$166.84)	\$166.84	0.00
06-1-01920-000-000	Contributions and Donations From Private Sources	\$0.00	\$0.00	(\$946.00)	\$946.00	0.00
06-1-01990-000-000	Other Local (Misc)	(\$131.40)	\$0.00	(\$1,522.77)	\$1,522.77	0.00
06-1-03150-000-000	State Lunch Reimb	\$0.00	(\$1,500.00)	(\$1,628.98)	\$128.98	108.59
06-1-04210-000-000	Federal Reimbursement	(\$2,534.37)	(\$135,000.00)	(\$238,948.53)	\$103,948.53	176.99
06-1-04996-000-000	ESSER CARES	\$0.00	\$0.00	(\$29,186.69)	\$29,186.69	0.00
06-1-05200-000-000	General Fund Transfer	\$0.00	(\$20,000.00)	\$0.00	(\$20,000.00)	0.00
Subtotal 06 - School Nutrition Fund		(\$2,725.69)	(\$246,525.00)	(\$292,889.68)	\$46,364.68	118.81
07-1-01100-000-000	Property Tax	(\$1,322.19)	(\$545,000.00)	(\$495,583.66)	(\$49,416.34)	90.93
07-1-01115-000-000	Carline Tax	\$0.00	(\$350.00)	(\$503.09)	\$153.09	143.74
07-1-01120-000-000	Pub Power 5% Gross	\$0.00	\$0.00	(\$824.25)	\$824.25	0.00
07-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$12.77)	(\$400.00)	(\$966.96)	\$566.96	241.74
07-1-01510-000-000	Interest	(\$134.36)	(\$5,000.00)	(\$1,480.26)	(\$3,519.74)	29.60
07-1-03130-000-000	Homestead Exemption	(\$1,118.15)	\$0.00	(\$6,804.90)	\$6,804.90	0.00
07-1-03131-000-000	Prop Tax Credit	\$0.00	\$0.00	(\$36,411.44)	\$36,411.44	0.00
07-1-03132-000-000	Personal Prop Tax Credit	\$0.00	\$0.00	(\$330.11)	\$330.11	0.00
07-1-03133-000-000	Nameplate Capacity	\$0.00	\$0.00	(\$250.18)	\$250.18	0.00
07-1-03180-000-000	Pro Rate MV	\$0.00	(\$1,000.00)	(\$1,271.55)	\$271.55	127.15
Subtotal 07 - Bond Fund		(\$2,587.47)	(\$551,750.00)	(\$544,426.40)	(\$7,323.60)	98.67

08-1-01100-000-000	Property Tax	(\$1,219.59)	(\$500,000.00)	(\$523,831.97)	\$23,831.97	104.76
08-1-01115-000-000	Carline Tax	\$0.00	(\$450.00)	(\$506.95)	\$56.95	112.65
08-1-01120-000-000	Pub Power 5% Gross	\$0.00	\$0.00	(\$756.19)	\$756.19	0.00
08-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$12.69)	\$0.00	(\$1,068.77)	\$1,068.77	0.00
08-1-01510-000-000	Interest	(\$111.86)	(\$750.00)	(\$786.21)	\$36.21	104.82
08-1-01920-000-000	Contributions and Donations From Private Sources	\$0.00	\$0.00	(\$14,000.00)	\$14,000.00	0.00
08-1-03130-000-000	Homestead Exempt	(\$1,025.51)	\$0.00	(\$6,242.71)	\$6,242.71	0.00
08-1-03131-000-000	Prop Tax Credit	\$0.00	\$0.00	(\$33,404.84)	\$33,404.84	0.00
08-1-03132-000-000	Personal Prop Tax Credit	\$0.00	\$0.00	(\$302.85)	\$302.85	0.00
08-1-03133-000-000	Nameplate Capacity	\$0.00	\$0.00	(\$229.52)	\$229.52	0.00
08-1-03180-000-000	Pro Rate MV	\$0.00	\$0.00	(\$1,223.00)	\$1,223.00	0.00
Subtotal 08 - Special Building Fund		(\$2,369.65)	(\$501,200.00)	(\$582,353.01)	\$81,153.01	116.19
09-1-01100-000-000	Property Tax	(\$0.12)	\$0.00	(\$69.87)	\$69.87	0.00
09-1-01140-000-000	Pen/Int on Delinquent Taxes	\$0.00	\$0.00	(\$20.37)	\$20.37	0.00
09-1-01510-000-000	Interest	\$0.00	\$0.00	(\$0.14)	\$0.14	0.00
Subtotal 09 - QCPUF Fund		(\$0.12)	\$0.00	(\$90.38)	\$90.38	0.00
Grand Total		(\$483,928.99)	(\$7,835,733.00)	(\$8,786,549.44)	\$950,816.44	112.13

Superior Public Schools

August 2021 Expense Budget Report

FUND	FUNCTION	August 2021 Expenditures	2020-2021 Budget	2020-2021 Expenditures	Available	% of Budget Spent
01 - General Fund	01100 - Regular Instruction	\$378,846.49	\$3,238,100.00	\$3,025,094.53	\$213,005.47	93.42
01 - General Fund	01125 - Regular Instructional Programs School Age (Flex-Spending)	\$0.00	\$6,960.00	\$6,293.07	\$666.93	90.42
01 - General Fund	01150 - Limited English Proficiency Programs	\$437.68	\$5,900.00	\$5,252.58	\$647.42	89.03
01 - General Fund	01160 - Poverty Programs	\$31,598.09	\$218,100.00	\$237,836.04	(\$19,736.04)	109.05
01 - General Fund	01200 - Special Education Instructional Programs - School Age	\$56,592.90	\$1,098,650.00	\$861,739.44	\$236,910.56	78.44
01 - General Fund	01291 - Special Education Instructional Programs - Ages 3-5	\$8,594.24	\$159,500.00	\$132,995.90	\$26,504.10	83.38
01 - General Fund	01292 - Special Education Instructional Programs - Ages 0-2	\$0.00	\$56,850.00	\$24,941.06	\$31,908.94	43.87
01 - General Fund	01300 - Summer School	\$6,241.84	\$27,740.00	\$9,645.54	\$18,094.46	34.77
01 - General Fund	01400 - Adult Education	\$0.00	\$3,200.00	\$2,736.45	\$463.55	85.51
01 - General Fund	02110 - Attendance and Social Work Services	\$0.00	\$8,000.00	\$4,914.62	\$3,085.38	61.43
01 - General Fund	02120 - Guidance Services	\$9,598.12	\$120,286.00	\$126,343.97	(\$6,057.97)	105.04
01 - General Fund	02130 - Health Services	\$0.00	\$16,700.00	\$7,760.72	\$8,939.28	46.47
01 - General Fund	02140 - Psychological Services	\$0.00	\$15,000.00	\$21,153.91	(\$6,153.91)	141.03
01 - General Fund	02141 - Psychological Services - SPED - School Age	\$0.00	\$56,000.00	\$85,100.13	(\$29,100.13)	151.96
01 - General Fund	02142 - Psychological Services - SPED - Ages 3-5	\$0.00	\$5,000.00	\$906.86	\$4,093.14	18.14
01 - General Fund	02143 - Psychological Services - SPED - Ages 0-2	\$0.00	\$3,450.00	\$1,766.97	\$1,683.03	51.22
01 - General Fund	02151 - Speech Pathology and Audiology Services - SPED - School Age	\$10,691.10	\$196,250.00	\$169,352.17	\$26,897.83	86.29
01 - General Fund	02152 - Speech Pathology and Audiology Services - SPED - Ages 3-5	\$4,896.92	\$22,300.00	\$30,948.71	(\$8,648.71)	138.78
01 - General Fund	02153 - Speech Pathology and Audiology Services - SPED - Ages 0-2	\$0.00	\$10,000.00	\$13,676.88	(\$3,676.88)	136.77
01 - General Fund	02161 - Occupational Therapy-Related Services - SPED - School Age	\$5,159.65	\$21,000.00	\$20,621.00	\$379.00	98.20
01 - General Fund	02162 - Occupational Therapy-Related Services - SPED - Ages 3-5	\$1,413.61	\$8,000.00	\$5,806.51	\$2,193.49	72.58
01 - General Fund	02163 - Occupational Therapy-Related Services - SPED - Ages 0-2	\$494.75	\$4,000.00	\$1,951.00	\$2,049.00	48.78
01 - General Fund	02171 - Physical Therapy-Related Services - SPED - School Age	\$0.00	\$13,000.00	\$5,896.00	\$7,104.00	45.35
01 - General Fund	02172 - Physical Therapy-Related Services - SPED - Ages 3-5	\$0.00	\$4,000.00	\$2,144.00	\$1,856.00	53.60
01 - General Fund	02173 - Physical Therapy-Related Services - SPED - Ages 0-2	\$0.00	\$2,000.00	\$1,155.75	\$844.25	57.79
01 - General Fund	02181 - Visually Impaired or Vision Services - SPED - School Age	\$0.00	\$5,000.00	\$2,874.74	\$2,125.26	57.49
01 - General Fund	02190 - Support Services - Student - Other	\$2,206.73	\$30,100.00	\$25,462.42	\$4,637.58	84.59
01 - General Fund	02211 - School Improvement	\$0.00	\$0.00	\$1,066.15	(\$1,066.15)	
01 - General Fund	02212 - Instruction and Curriculum Development	\$8,055.20	\$29,500.00	\$62,672.20	(\$33,172.20)	212.45
01 - General Fund	02213 - Instructional Staff Training	\$0.00	\$14,000.00	\$2,193.32	\$11,806.68	15.67
01 - General Fund	02220 - Library or Media Services	\$5,206.15	\$123,100.00	\$117,375.07	\$5,724.93	95.35
01 - General Fund	02224 - Educational Television Services	\$305.49	\$7,000.00	\$4,634.23	\$2,365.77	66.20
01 - General Fund	02230 - Instruction-Related Technology	\$10,798.41	\$99,900.00	\$102,778.19	(\$2,878.19)	102.88

01 - General Fund	02240 - Academic Student Assessment	\$0.00	\$6,500.00	\$789.93	\$5,710.07	12.15
01 - General Fund	02310 - Board of Education	\$187.04	\$25,800.00	\$25,155.19	\$644.81	97.50
01 - General Fund	02320 - Executive Administration	\$17,960.72	\$230,040.00	\$229,962.91	\$77.09	99.97
01 - General Fund	02330 - District Legal Services	\$0.00	\$8,000.00	\$11,076.20	(\$3,076.20)	138.45
01 - General Fund	02410 - Office of the Principal	\$19,068.05	\$385,000.00	\$371,217.35	\$13,782.65	96.42
01 - General Fund	02510 - Fiscal Services	\$10,290.07	\$162,000.00	\$152,454.76	\$9,545.24	94.11
01 - General Fund	02530 - Printing, Publishing, and Duplicating Services	\$650.00	\$1,000.00	\$1,300.00	(\$300.00)	130.00
01 - General Fund	02570 - Personnel Services	\$1,116.00	\$9,000.00	\$8,053.00	\$947.00	89.48
01 - General Fund	02610 - Operation of Buildings	\$22,713.21	\$239,100.00	\$317,639.67	(\$78,539.67)	132.85
01 - General Fund	02620 - Maintenance of Buildings	\$15,108.79	\$206,900.00	\$170,760.01	\$36,139.99	82.53
01 - General Fund	02630 - Care and Upkeep of Grounds	\$2,376.75	\$79,100.00	\$24,278.01	\$54,821.99	30.69
01 - General Fund	02650 - Vehicle Operation and Maintenance (Other Than Student Transportation Vehicles)	\$159.35	\$5,000.00	\$3,204.81	\$1,795.19	64.10
01 - General Fund	02660 - Security	\$725.00	\$17,000.00	\$15,219.46	\$1,780.54	89.53
01 - General Fund	02670 - Safety	\$728.00	\$7,900.00	\$2,829.82	\$5,070.18	35.82
01 - General Fund	02710 - Vehicle Operation and Purchasing - Regular Education	\$96,930.90	\$270,800.00	\$271,868.62	(\$1,068.62)	100.39
01 - General Fund	02712 - Vehicle Operation and Purchasing - School Age SPED	\$574.22	\$44,500.00	\$58,520.02	(\$14,020.02)	131.51
01 - General Fund	02713 - Vehicle Operation and Purchasing - Below Age 5 SPED	\$456.78	\$32,500.00	\$25,225.86	\$7,274.14	77.62
01 - General Fund	02730 - Vehicle Servicing and Maintenance - Regular Education	\$14,290.57	\$13,450.00	\$28,815.04	(\$15,365.04)	214.24
01 - General Fund	02732 - Vehicle Servicing and Maintenance - School Age SPED	\$177.79	\$12,500.00	\$2,553.69	\$9,946.31	20.43
01 - General Fund	02733 - Vehicle Servicing and Maintenance - Below Age 5 SPED	\$0.00	\$5,500.00	\$1,791.06	\$3,708.94	32.56
01 - General Fund	03535 - High Ability Learners	\$192.81	\$25,800.00	\$20,550.34	\$5,249.66	79.65
01 - General Fund	06200 - Federal Services - Title I, Part A ESSA Improving Basic Programs Operated by Local Educational Agencies	\$7,385.68	\$91,000.00	\$93,199.58	(\$2,199.58)	102.42
01 - General Fund	06310 - Federal Services - Title II, Part A ESSA Supporting Effective Instruction	\$0.00	\$26,057.00	\$26,057.00	\$0.00	100.00
01 - General Fund	06406 - Federal Services - IDEA Preschool (619) Base Allocation	\$0.00	\$4,000.00	\$3,956.00	\$44.00	98.90
01 - General Fund	06408 - Federal Services - IDEA Part B (611); Base & Enrollment Poverty - Ages 0-21	\$10,543.51	\$104,871.00	\$104,871.00	\$0.00	100.00
01 - General Fund	06690 - Federal Services - Other Federal Non-Categorical Expenditures	\$0.00	\$0.00	\$5,000.00	(\$5,000.00)	
01 - General Fund	06968 - Federal Services - 21st Century Learning	\$9,828.45	\$74,625.00	\$56,705.44	\$17,919.56	75.99
01 - General Fund	06992 - Federal Services - REAP	\$20,236.37	\$32,807.00	\$49,256.01	(\$16,449.01)	150.14
01 - General Fund	06996 - CARES Act ESSER	\$0.00	\$0.00	\$3,909.00	(\$3,909.00)	
01 - General Fund	06997 - ESSER II	\$4,804.28	\$0.00	\$127,060.01	(\$127,060.01)	
01 - General Fund	06998 - ESSER III	\$43,752.80	\$0.00	\$60,318.91	(\$60,318.91)	
01 - General Fund	08000 - Transfers (Outgoing)	\$0.00	\$55,000.00	\$35,000.00	\$20,000.00	63.64
Subtotal 01 - General Fund		\$841,394.51	\$7,804,336.00	\$7,433,688.83	\$370,647.17	

02 - Depreciation Fund	02900 - Other Support Services	\$31,074.97	\$863,006.00	\$151,198.84	\$711,807.16	17.52
Subtotal 02 - Depreciation Fund		\$31,074.97	\$863,006.00	\$151,198.84	\$711,807.16	
03 - Employee Benefit	02900 - Other Support Services	\$0.00	\$118,523.00	\$44,922.91	\$73,600.09	37.90
Subtotal 03 - Employee Benefit Fund		\$0.00	\$118,523.00	\$44,922.91	\$73,600.09	
06 - School Nutrition	03100 - Food Services Operations	\$5,219.46	\$270,000.00	\$265,334.68	\$4,665.32	98.27
Subtotal 06 - School Nutrition Fund		\$5,219.46	\$270,000.00	\$265,334.68	\$4,665.32	
07 - Bond Fund	05000 - Debt Service	\$0.00	\$622,300.00	\$530,848.75	\$91,451.25	85.30
Subtotal 07 - Bond Fund		\$0.00	\$622,300.00	\$530,848.75	\$91,451.25	
08 - Special Building	02620 - Maintenance of Buildings	\$0.00	\$743,716.00	\$14,914.40	\$728,801.60	2.01
08 - Special Building	04100 - Land Acquisition	\$0.00	\$0.00	\$169,792.94	(\$169,792.94)	
08 - Special Building	04700 - Building Improvements	\$0.00	\$100,000.00	\$114,143.00	(\$14,143.00)	114.14
Subtotal 08 - Special Building Fund		\$0.00	\$843,716.00	\$298,850.34	\$544,865.66	
09 - QCPUF Fund	04500 - Building Acquisition and Construction	\$0.00	\$10,546.00	\$3,804.57	\$6,741.43	36.08
Subtotal 09 - QCPUF Fund		\$0.00	\$10,546.00	\$3,804.57	\$6,741.43	
Grand Total		\$877,688.94	\$10,532,427.00	\$8,728,648.92	\$1,803,778.08	

Superior Public Schools

September 2021 General Fund Checks for Payment Listing

Payee	Description	Amount
Academic Therapy Publications	Book room books	\$1,620.00
Amazon Capital Services	PK supplies	\$370.30
Amazon Capital Services	vehicle camera	\$423.45
Amazon Capital Services	Elem Band books	\$29.98
Amazon Capital Services	tech/maint supplies	\$138.27
Amazon Capital Services	Rachel Renz supplies	\$173.87
Amazon Capital Services	Secondary PBiS supplies	\$89.95
Amazon Capital Services	English textbooks	\$666.60
Amazon Capital Services	Elem supplies	\$107.76
Amazon Capital Services	Jameson supplies	\$170.67
Amazon Capital Services	VanNatter supplies	\$92.97
Amazon Capital Services	Casper supplies	\$22.13
Amazon Capital Services	Hershberger adapter	\$7.98
Amazon Capital Services	Book bins	\$690.22
Amazon Capital Services	Thomas supplies	\$199.95
Amazon Capital Services	Elem lanyards	\$15.57
Amazon Capital Services	Ellwanger supplies	\$390.54
Amazon Capital Services	Walkie-Talkies/charger	\$224.48
Amazon Capital Services	lanyards	\$15.57
Amazon Capital Services	Heath supplies	\$9.49
Amazon Capital Services	library books	\$66.74
Amazon Capital Services	Velcro	\$22.72
Amazon Capital Services	Book room bar code scanner	\$31.05
Amazon Capital Services	History textbooks	\$446.00
Amazon Capital Services	laptop charger, ethernet cables	\$188.10
Amazon Capital Services	Elem clickers	\$186.00
Amazon Capital Services	Elem Band bell set	\$48.96
Amazon Capital Services	batteries, magnets	\$59.15
Apple Inc.	Arsenian charger	\$19.00
Apple Inc.	Mellott MacBook	\$799.00
ASK Supply Company	custodial supplies	\$1,443.35
ASK Supply Company	shrink wrap-tech pallets	\$160.71
B-Green Lawn Care	FB field insecticide	\$325.00
B-Green Lawn Care	Lawn applicaiton #3	\$1,500.00
B-Green Lawn Care	FB field fungicide	\$350.00
B-Green Lawn Care	reseed playground	\$67.80
B-Green Lawn Care	sprinkler repair	\$39.95
B.E. Publishing	EduTyping Grades 4-5, 2 years	\$1,348.50
Bailey Ellwanger	microwave	\$50.00
Betka Plumbing, Heating & Air Conditioning	JH lockerroom water line	\$5,086.66
Betka Plumbing, Heating & Air Conditioning	JH lockerroom water line	\$545.45
Betka Plumbing, Heating & Air Conditioning	sink repair	\$82.50
Bio Corporation	Hansen supplies	\$71.00
Bishop Business	Lasefiche Student Records module	\$1,250.00
Blick Art Materials	Rempe supplies	\$5.82
Blick Art Materials	Rempe supplies	\$37.00
Bomgaars Supply	mulch, topsoil, grass seed	\$231.45
Brodstone Memorial Hospital	Allgood physical	\$190.00
Brodstone Memorial Hospital	Aug 2021 LMHP services	\$1,413.60
Brodstone Memorial Hospital	Aug 2021 PT services	\$1,362.75
Brodstone Memorial Hospital	July 2021 LMHP services	\$495.05
Brodstone Memorial Hospital	July 2021 PT services	\$158.00
Cassandra Himmelberg	OT supplies	\$238.84

Cavendish Square Publishing	library Culture books	\$195.54
Cornhusker International Trucks, Inc	Bus 16 part	\$541.09
Cornhusker International Trucks, Inc	Bus 16 part	\$800.43
CPI	CPI staff training workbooks	\$1,761.75
Curriculum Associates LLC	Phonics-Isaacson, Blackstone	\$525.67
Curriculum Leadership Institute	2021-22 contract, pymt 3	\$2,850.00
Curriculum Leadership Institute	Admin Online Curriculum Hub, pymt 1	\$2,500.00
Eakes Office Solutions	Room dividers	\$2,424.53
Eakes Office Solutions	Room dividers	\$2,765.02
Eakes Office Solutions	custodial supplies	\$113.76
Eakes Office Solutions	copy paper	\$1,399.60
Eakes Office Solutions	Apr-Jul 21 copy charges	\$2,054.14
Educational Design Solutions	Lexia student licenses	\$268.50
Educational Service Unit #10	Kuhlmann, Henry Eureka Math	\$160.00
Educational Service Unit #9	New Teacher Training	\$600.00
Educational Service Unit #9	Felmlee para training	\$40.00
Educational Service Unit #9	Early Childhood training-PK staff	\$100.00
Educational Service Unit #9	Final 2021 SA Psych	\$1,272.02
Educational Service Unit #9	Final 2021 SA SLP	\$365.80
Educational Service Unit #9	Final 2021 BAF Psych	\$270.35
Educational Service Unit #9	Sum/Final 201 Homebase	\$7,135.39
Educational Service Unit #9	Sum/Final 2021 BAF SLP	\$4,901.81
Eggers Motor Service & Sales	Bus 7 repairs	\$28.26
Flyleaf Publishing	Reading Sets for Book Room	\$4,477.39
Gimkit	Gimkit Department subscription	\$650.00
Glenwood Telecommunications	Sep 2021 internet	\$235.95
Glenwood Telecommunications	Sept 2021 landlines	\$189.26
GTA Insurance Group	Williams notary bond	\$50.00
Harvest of Harmony	2021 parade entry	\$150.00
Holiday Inn Express Hotel & Suites	Kobza Admin Days lodging	\$374.85
Holiday Inn Express Hotel & Suites	Fierstein Admin Days lodging	\$374.85
Hometown Leasing	Aug 21 eGold fax	\$64.63
Hometown Leasing	Sep 21 eGold fax	\$64.63
Hometown Leasing	copiers/printers lease	\$1,777.00
Ideal Market	custodial supplies	\$4.29
Ideal Market	office supplies	\$11.35
Ideal Market	Ellwanger supplies	\$44.79
Ideal Market	PK supplies	\$25.71
Ideal Market	softener salt	\$89.85
Ideal Market	bus barn supplies	\$19.50
Ideal Market	Ellwanger supplies	\$50.41
IdentiSys Inc	card printer ribbon	\$165.77
Jodi Fierstein	cell phone stipend	\$50.00
John Druba	July 2021 trash service	\$600.00
Junior Library Guild	Library books	\$1,338.10
Junior Library Guild	Library books	\$1,821.20
JW Pepper & Son Inc	MS Choir music	\$81.49
JW Pepper & Son Inc	MS Choir music	\$72.65
JW Pepper & Son Inc	Choir music	\$59.44
Kajeet Inc	2021-22 Kajeet device data plan	\$2,081.96
Kelsea Blevins	reimb classroom supplies	\$61.66
Kenny's Lumber and Farm Supply Inc	safety glasses	\$77.26
Kenny's Lumber and Farm Supply Inc	playground sand	\$97.80
Kenny's Lumber and Farm Supply Inc	maintenance supplies	\$158.68
KSB School Law, PC LLO	Title IX training	\$550.00
KSB School Law, PC LLO	Principal training	\$1,200.00
KSB School Law, PC LLO	Aug 2021 legal services	\$119.00
Learning Without Tears	Handwriting books	\$3,043.48
Logan Christianity	cell phone stipend	\$50.00

Lou's Sporting Goods	gym wall padding	\$8,450.00
Lunch Fund	PK summer school snacks	\$29.47
Marty Kobza	cell phone stipend	\$50.00
Matheson Tri-Gas Inc	welding gas tank rental	\$46.58
Meininger Fire Protection, Inc	cafeteria ceiling tile replacement	\$806.00
Melissa Schuster	LAUNCH leadership vehicle fuel	\$34.37
Minden Chamber of Commerce	Minden Bandfest	\$60.00
N2Y, LLC	Boyles-News 2 Your, Unique Learning	\$781.92
NASB ALICAP	2021-2022 insurance premiums	\$70,167.00
Nasco	Hansen, Jameson supplies	\$173.04
NE Safety Center@ UNK	Thompson, Young Level II; Crouch - Level I	\$350.00
Nebraska Assn Of School Boards	Biltoft 2021-22 NAEP membership	\$35.00
Nebraska Assn Of School Boards	Williams 2021-22 NAEP membership	\$35.00
Nebraska Council of School Administrators	Kobza Admin Days	\$225.00
Nebraska Council of School Administrators	Fierstein-Admin Days	\$225.00
Nex-Tech	offsite backup	\$260.00
Nex-Tech	security cameras lease	\$725.00
Nex-Tech Communications	Microsoft Licenses	\$1,439.92
NRCSA	2021-2022 Dues	\$850.00
One Source	background checks	\$90.00
Petro Plus	bus tire rotate/service	\$95.00
Petro Plus	SPED '10 Impala tire rotate	\$48.00
Petro Plus	mower gas	\$222.42
Petro Plus	cust/staff gas	\$150.42
Petro Plus	PALLS Van 7 gas	\$136.63
Petro Plus	PALLS Van 8 gas	\$109.80
Petro Plus	bus/van gas	\$1,833.11
Petro Plus	SPED '10 Impala gas	\$219.60
Petro Plus	SPED Bus 17 gas	\$422.31
Pine Cove Consulting, LLC	AP & Switch mgmt-5 years	\$1,500.00
Pine Cove Consulting, LLC	monthly restore	\$295.00
Pine Cove Consulting, LLC	monthly managed services/network	\$3,256.66
Pine Cove Consulting, LLC	Sophos 1 year renewal	\$71.46
Rise Vision	Cafeteria signage display license	\$217.80
Robert Cook	cell phone stipend	\$50.00
Rutt's Heating & AC - Mechanical	Trane heat pump compressor	\$5,122.03
Sam's Club/Synchrony Bank	Fierstein prize supplies	\$123.44
School Specialty, LLC	Book room books	\$2,122.85
SchoolMart	T184+ Graphing calculators	\$4,037.68
Scott's Sales and Service, LLC	HVAC unit #28 repairs	\$85.00
Scott's Sales and Service, LLC	outdoor unit #9 repairs	\$1,495.00
Scott's Sales and Service, LLC	HVAC Unit #65 repairs	\$510.00
Scott's Sales and Service, LLC	outdoor unit #9 repairs	\$195.00
South Central Electric LLC	cafeteria ceiling electrical	\$160.84
Southern Nebraska Conference	2021-22 SNC dues	\$500.00
Strategic Intervention Solutions	Molding Math Mindsets curriculum	\$3,735.00
Strategic Intervention Solutions	Rachel Renz supplies	\$14.20
Strategic Intervention Solutions	Math curriculum training	\$3,500.00
Superior Ace Hardware	keys	\$26.91
Superior Ace Hardware	Cook supplies	\$37.93
Superior Ace Hardware	Rachel Renz supplies	\$12.59
Superior Ace Hardware	Power Room portable sink	\$1,599.99
Superior Ace Hardware	office supplies	\$30.95
Superior Ace Hardware	library supplies	\$25.18
Superior Ace Hardware	White supplies	\$23.99
Superior Ace Hardware	maintenance supplies	\$180.04
Superior Exterminating	July treatment	\$233.20
Superior Fire Extinguisher Co	fire extinguisher	\$102.00
Superior Motor Parts	SPED '10 Impala maint supplies	\$103.28

Superior Motor Parts	maintenance supplies	\$4.17
Superior Motor Parts	Going supplies	\$82.74
Superior Motor Parts	bus supplies	\$181.12
Superior Outdoor Power Center	maintenance supplies	\$1.07
Superior Outdoor Power Center	weedeater part	\$35.00
Superior Outdoor Power Center	mower belt	\$83.46
Superior Publishing Co., Inc	Parent/Student handbooks	\$530.00
Superior Publishing Co., Inc	Elem workbooks, handbooks	\$1,792.00
Superior Publishing Co., Inc	Back to School page	\$588.00
Superior Publishing Co., Inc	mtg notices/proceedings	\$116.70
Superior Utilities	monthly utilities	\$10,068.00
Susan J Evanich	2020-21 External CIP Facilitator	\$1,500.00
Troys Automotive	SPED '10 Impala repairs	\$124.00
U.S. Bank	Budget workshop meal	\$47.01
U.S. Bank	Lit Lab supplies	\$11.25
U.S. Bank	Fierstein, Kobza admin days meals	\$142.25
U.S. Bank	Fuller-Lit Lab supplies	\$30.94
U.S. Bank	dinner for speaker	\$44.47
U.S. Bank	Blevins supplies	\$16.59
U.S. Bank	Jameson supplies	\$213.33
U.S. Bank	Blevins supplies	\$8.56
U.S. Bank	Trumble-iTunes card	\$50.00
U.S. Bank	Trumble-iTunes card	\$15.00
U.S. Bank	K-5 Studies Weekly subscription	\$1,467.00
U.S. Bank	Online Web Design curriculum	\$215.00
U.S. Bank	Admin days vehicle fuel	\$32.58
U.S. Bank	Kobza-State Track non-refunded room	\$217.74
U.S. Bank	JMC virtual conference-Cook	\$100.00
U.S. Bank	Hulu monthly subscription	\$69.54
U.S. Bank	Education.com membership	\$59.94
U.S. Bank	Fierstein Menimeter software	\$83.88
U.S. Bank	C Utecht Unique Learning System	\$1,164.48
U.S. Bank	Elementary Planbook subscriptions	\$90.00
United Art and Education	Rempe supplies	\$1,668.37
Verizon Wireless	afterschool program phone	\$51.21
Verizon Wireless	custodian phone	\$51.21
Verizon Wireless	PALLS Van 7 phone	\$19.02
Verizon Wireless	PALLS Van 8 phone	\$19.02
Verizon Wireless	bus/van phones	\$184.35
Verizon Wireless	SPED '10 Impala phone	\$19.02
Verizon Wireless	SPED Bus 17 phone	\$19.02
Voyager Sopris Learning	J Utecht Acadience Reading	\$180.00
WageWorks, Inc.	Flex plan admin fee	\$220.50
Woodwards Disposal	shredding service	\$20.00
Yandas Music & Pro Audio	sound system keys	\$47.52
ZOLL Medical Corporation	AED pads	\$456.00
		\$216,716.18
Payroll & Benefits		\$481,706.61
	Total	\$698,422.79

3015
Time Away From School Activities

As it is important for students to have some nights free from school activities, school activities will not be scheduled on Wednesday nights or on Sundays without the approval of the superintendent.

And to help in this matter, ~~there is no Junior High practice on Wednesday nights~~ Wednesday night Junior High practices will be optional. These optional practices will be completed by 5:00 p.m. High School practices of any kind will be completed by 6:00 p.m.

Practice may be held on Sunday with prior approval of the administration and a contest scheduled Monday.

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: May 10, 2021

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Superior Public Schools (65-0011) in Nuckolls County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 13 day of September, 2021 at 7:00 o'clock, P.M., at Superior High School Library for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours. For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov>

FUNDS	Actual Disbursements & Transfers		Actual/Estimated Disbursements & Transfers		Budgeted Disbursements & Transfers		Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Total Personal and Real Property Tax Requirement (7)
	2019-2020 (1)	2020-2021 (2)	2020-2021 (2)	2021-2022 (3)					
General	\$ 7,535,778.00	\$ 7,171,721.00	\$ 8,809,000.00	\$ 1,120,000.00	\$ 5,540,100.00	\$ 4,433,232.00			
Depreciation	\$ 154,416.00	\$ 99,289.00	\$ 759,522.00		\$ 759,522.00				
Employee Benefit	\$ 39,000.00	\$ 44,923.00	\$ 95,630.00		\$ 95,630.00				
Contingency	\$ -	\$ -	\$ -		\$ -				
Activities	\$ 268,885.00	\$ 169,459.00	\$ 315,000.00		\$ 463,440.00				
School Nutrition	\$ 239,184.00	\$ 270,000.00	\$ 320,000.00		\$ 323,733.00				
Bond	\$ 5,826,479.00	\$ 530,848.00	\$ 530,000.00		\$ 639,300.00	\$ 535,354.00			
Special Building	\$ 732,625.00	\$ 324,137.00	\$ 4,155,787.00		\$ 3,555,787.00	\$ 606,061.00			
Qualified Capital Purpose Undertaking	\$ 26,321.00	\$ 3,805.00	\$ 509.00		\$ 509.00	\$ -			
Cooperative	\$ 724,489.00	\$ -	\$ -		\$ -	\$ -			
Student Fee	\$ 1,681.00	\$ 1,700.00	\$ 1,750.00		\$ 1,750.00	\$ -			
TOTALS	\$ 15,548,858.00	\$ 8,615,882.00	\$ 14,987,198.00	\$ 1,911,473.00	\$ 11,379,771.00	\$ 5,574,647.00			

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. 2021-2022 - 01

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of Superior Public Schools passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of Superior Public Schools resolves that:

1. The 2021-2022 property tax request be set at:

General Fund:	\$	4,433,232.00
Bond Fund:	\$	535,354.00
Special Building Fund:	\$	606,061.00
Qualified Capital Purpose	\$	-
Undertaking Fund:		

2. The total assessed value of property differs from last year's total assessed value by 3.63 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0 per \$100 of assessed value.
4. Superior Public Schools proposes to adopt a property tax request that will cause its tax rate to be 1.112388 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of Superior Public Schools will increase or decrease last year's budget by 0 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2021.

Motion by _____, seconded by _____ to adopt Resolution # _____.

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2021

Notice of Special Hearing To Set Final Tax Request

Superior Public Schools (65-0011) in Nuckolls County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 13 day of, September 2021 at 7:20 o'clock P.M., at Superior High School Library for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

Property Valuations	2020-2021 483,579,511	2021-2022 501,142,604	Change 4%
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2020/21 Budget Information

2021/22 Budget Information

Fund	2020-2021 Operating Budget	2020-2021 Property Tax Request	2020 Tax Rate	Property Tax Rate (2020-2021 Request Divided By 2021 Valuation)	2021-2022 Operating Budget	2021+2022 Proposed Property Tax Request	Proposed 2021 Tax Rate	Change in Tax Rate	Change in Operating Budget
General Fund	7,804,336.00	4,529,136.00	0.936586	0.903762	8,809,000.00	4,433,232.00	0.884625	-6%	13%
Bond Fund(s) K - 12	577,300.00	550,505.00	0.113840	0.109850	530,000.00	535,354.00	0.106827	-6%	-8%
Bond Fund(s) K - 8	-	-	0.000000	0.000000			0.000000	#DIV/0!	
Bond Fund(s) 9 - 12			0.000000	0.000000			0.000000	#DIV/0!	
Bond Fund			0.000000	0.000000			0.000000	#DIV/0!	
Special Building Fund	843,716.00	505,051.00	0.104440	0.100780	4,155,787.00	606,061.00	0.120936	16%	393%
Qualified Capital Purpose Undertaking Fund K - 12	10,546.00	-	0.000000	0.000000	509.00	-	0.000000	#DIV/0!	-95%
Qualified Capital Purpose Undertaking Fund K - 8			0.000000	0.000000			0.000000	#DIV/0!	
Qualified Capital Purpose Undertaking Fund 9 - 12			0.000000	0.000000			0.000000	#DIV/0!	
Total	9,235,898.00	5,584,692.00	1.154865	1.114392	13,495,296.00	5,574,647.00	1.112388	-4%	46%

 **AIA[®] Document B104[™] – 2017****Standard Abbreviated Form of Agreement Between Owner and Architect**

AGREEMENT made as of the 13th day of September in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Superior Public Schools, legally known as
Nuckolls County School District No. 65-0011
601 West 8th Street
Superior, Nebraska 68978
Attn: Marty Kobza, Superintendent
(402) 879-3257
mkobza@superiorwildcats.org

and the Architect:
(Name, legal status, address and other information)

Clark & Enersen
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508
Attn: Tim Ripp, AIA
(402) 477-9291
tim.ripp@clarkenersen.com

for the following Project:
(Name, location and detailed description)

General
Entry / Addition Renovation and Addition
Parking lot improvements
Master plan for other renovations, a stadium, and the development of the land across the road including a bus barn, ag facility and a site plan for future MS/HS.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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8	CLAIMS AND DISPUTES
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12	SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall, when appropriate, adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall, when appropriate, adjust the terms of this Agreement to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement. The Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect

Init.

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User Notes:

(1146187823)

agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

§ 2.1.1 The Architect will endeavor to provide designs, Construction Documents, and Services that shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that this duty is non-delegable—and that the Architect, by signing drawings or preparing Construction Documents to submit for purposes of obtaining building and other governmental permits, shall be deemed to have performed reasonable care as defined in paragraph 2.1.2 to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations, including but not limited to those that relate to hazardous materials, restrictions on development of wetlands, and accessibility for the physically challenged.

§ 2.1.2 The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts or omissions will be promptly corrected by Architect at no additional cost to Owner.

§ 2.2 Insurance The Architect shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. Unless a different duration is stated below, the Architect shall maintain the required insurance for at least five (5) years after the later occurrence of either the Date of Substantial Completion of the Project or the date on which the Architect last furnishes services to the Owner arising from or related to the Project.

§ 2.2.1 Commercial General Liability insurance written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of injury to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Architect's obligations under this Agreement.

The Architect's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same

§ 2.2.2 Automobile Liability insurance covering vehicles owned by the Architect and hired and non-owned vehicles used by the Architect, its employees, and agents with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section 2.2.2, along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 2.2.3 Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 2.2.4 Employers' Liability insurance with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 2.2.5 Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 2.2.1, 2.2.2, and 2.2.4 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 2.2.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of substantial completion, whichever is later.

§ 2.2.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability, including without limitation the insurance required by sections 2.2.1, 2.2.2, and 2.2.5, to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. The Architect shall require all of its consultants, if any, to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the consultant's Commercial General Liability and Automobile Liability coverage.

To be clear, the Architect shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section 2.2.6, particularly to the extent that such policy(ies) include any so-called "insured-versus-insured" exclusion.

§ 2.2.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.2 at the following times: (1) prior to commencement of the services; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Owner's acceptance of the Architect's certificate(s) of insurance does not relieve any of the Architect's responsibilities under the Agreement and shall not constitute a waiver of the Architect's obligation to provide insurance as required by this Agreement. The Owner has the right to receive copies of any of the Architect's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ 2.2.9 The Architect (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Architect's insurance. Within three (3) business days of the date the Architect becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 2.2, the Architect shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Architect, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Architect. The furnishing of notice by the Architect shall not relieve the Architect of any contractual obligation to provide any required coverage.

§ 2.2.10 The Architect shall disclose to the Owner in writing any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Architect, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

§ 2.2.11 The Architect agrees to require its consultants, if any, to comply with the insurance provisions required of the Architect pursuant to this Agreement unless the Architect and Owner mutually agree in writing to modify these requirements for those consultants whose work is of relatively small scope. The Architect agrees that it will contractually obligate its consultants to advise Architect promptly of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise Owner of any such notices Architect receives from its consultants. The Architect agrees that it will contractually obligate its consultants to indemnify and hold harmless Owner to the same extent that Architect is required to do so as provided in this Agreement. The Architect assumes all responsibility for monitoring its consultant's insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

§ 2.2.12 Among other grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 2.2 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Architect. The Owner has the right, but not necessarily the obligation, to declare the Architect's failure to fully comply with the insurance requirements in this Section 2.2 a material breach of the Architect's obligations under this Agreement.

§ 2.2.13 All of the coverage limits stated in this Section 2.2 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

§ 2.2.14 The Architect's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

§ 2.3 The Architect hereby warrants that it and the individual architects and engineers it employs on this Project are licensed to practice Architecture (or Engineering, as the case may be) as required by the law in the State of Nebraska. Nothing in this Agreement shall be construed to authorize performance by the Architect at a standard of care that is reduced from that which is required by law and which is expected of architects practicing under similar circumstances and conditions.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall be fully responsible for coordinating all Architect's Basic and all other services required under this Agreement regardless of whether performed by its own employees or its consultants. The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. The Architect shall be responsible to Owner for the services furnished to Architect by any of its consultants to the same extent as if Architect had furnished the service itself. The Architect also agrees to coordinate and resolve any inconsistencies in its work and the work of its consultants. All of Architect's contracts with its consultants shall be

in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third party beneficiary of this agreement."

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval, provided that the Architect notifies the Owner of its disapproval prior to or within a reasonable amount of time after the directive or substitution.

§ 3.1.5 The Architect represents that it is familiar with, and experienced in the interpretation and implementation of, laws, codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall be subject to a standard of care consistent with industry standards in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with all appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such laws, codes and regulations and in order to expedite all permitting procedures. The Architect acknowledges that Owner is relying on the Architect's expertise in laws, codes and regulations concerning projects of this type. The Architect agrees that all work performed by the Architect and any consultants of the Architect shall fully comply with all such laws, codes and regulations in a manner consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. In the event that the Project fails to comply with any law, code or regulation in a manner consistent with industry standards, and such failure is not due to the Contractor's failure to comply with the Contract Documents, then the Architect shall be responsible to the Owner for any damages, including costs of replacement, lost income and all other direct and indirect costs associated with such failure.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. If the adjusted preliminary estimate of Construction Cost at this phase exceeds the preliminary construction cost budget previously established, Architect shall recommend to Owner items of possible cost reduction to the scope of the Project to bring it within such budget. The Owner may choose to adopt a new budget at this time, but this shall be done in writing. After Owner's written approval of these cost reductions, they will be incorporated into the design development phase.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.2.6 Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise the same level of skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances in order to comply with all with all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Owner and Architect existing at the time such documents are completed by the Architect.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall prepare Construction Documents that conform with the laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.3.5 Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise the same level of skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances when drafting the Construction Documents, including Drawings and Specifications, in order to comply with all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Owner and Architect existing at the time such documents are completed by the Architect.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as amended. Architect shall revise and issue the AIA Document A104™-2017 in accordance with Owner's instruction. The Owner and Architect shall amend this Agreement to reflect material changes in Services required by those instructions.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and in A104-2017, as amended. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check

the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. If the architect does not reject non-conforming Work, the Architect shall demand in writing that the Contractor bring the non-conforming Work into compliance with the Contract Documents; and, if the Contractor's efforts to do so are not begun and completed expeditiously, the Architect shall report that failure to the Owner in writing, stating: (a) the problem; (b) the reasons for the actions taken by the Architect; (c) what, if any, response has been forthcoming from the Contractor; and (d) what actions by the Owner and/or Contractor are needed or expected. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.4.2.3 The Architect shall interpret and advise the Owner of that interpretation on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Nothing in this Agreement or in A104-2017, as amended, shall make a decision of the Architect binding upon the Owner in the absence of the Owner's express written approval thereof in writing.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures. Submissions that are not approved by the Architect are to be brought to the attention of the Owner concurrent with notification to the Contractor.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall provide written notice to the Owner of a minor change in the Work as soon as practicable after authorizing the minor change. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services or Additional Services listed in this article are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services or Additional Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services or Additional Services may include environmental studies, landscape design, telecommunications/data, security, interior architectural design, tenant related services, commissioning, and sustainable project services.

§ 4.2 The Architect may provide Supplemental or Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Supplemental or Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Supplemental or Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Supplemental or Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 Where necessary for the Architect's performance if the Services, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Architect shall coordinate its Services and those of its Consultants with services provided by the Owner.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

§ 5.7 Intentionally deleted.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the

Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Architect's services for modifying the Construction Documents shall be without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the contents of those materials, as to this Project, are approved as requested in Paragraph 6.3 of this Agreement. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

§ 7.2 If the Owner subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to hold the Architect and its consultants harmless from claims that may arise from any reuse.

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§ 7.3 The Architect shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

(Paragraphs deleted)

§ 8.1 The Architect and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Architect and Owner.

§ 8.2 Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)

§ 9.1 The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This notice shall specify the Architect's reasons(s) for the intended termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

§ 9.2 Unless otherwise noted herein, the Architects shall be compensated for services fully and satisfactorily performed prior to suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

§ 9.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 9.5 This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of suspension, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 9.6 In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have seven (7) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within seven (7) days after its date of transmittal. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity. If termination made pursuant to this section is later found or agreed to have been improper, then the termination pursuant to section 9.4.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor as amended, unless a contrary definition is set forth or inferable from this Agreement.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials upon the prior written approval of the Owner. The Architect’s materials shall not include information the Owner has identified in writing as confidential or proprietary and the Architect shall not take or use photographs which include pictures of the Owner’s students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

§ 10.9 The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Tim Ripp – Project Executive/Project Manager. The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect’s proposed replacement Project Team member(s) for the Owner’s approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner’s rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

§ 10.10 The Architect shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Architect employs or contracts with any Subcontractor or Consultant in connection with this Agreement, the Architect shall include a provision in the contract requiring the Subcontractor or Consultant to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

§ 10.11 The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for

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the Project which are utilized by the Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 10.12 The Architect shall promptly advise the Owner of any problems which come to its attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

§ 10.13 Indemnification

§ 10.13.1 To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Architect's services, the Architect's performance hereunder, and/or the Architect's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Architect, its agents, its consultant(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 10.13.1.

Notwithstanding the foregoing, the Architect's obligations in this Section 10.13.1 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 10.13.2 The indemnification obligation under this Section 10.13 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Architect, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 10.14 In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

§ 10.15 The Architect and all Subcontractors and Consultants, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Architect and all Subcontractors and Consultants, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Architect and all Subcontractors and Consultants, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Architect, Subcontractor, and/or Consultant if they violate these laws, regulations, or policies or this provision.

§ 10.16 The Architect and all Subcontractors or Consultants, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 10.17 Architect's federal employer identification number is: 47-0468669.

§ 10.18 The Architect acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 10.19 When present on Owner's property, Architect and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

- .1 carry photo identification;
- .2 not smoke or otherwise use tobacco;
- .3 not use, or be under the influence of, alcohol or drugs;
- .4 not carry a firearm or other weapon; and
- .5 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 10.20 Intentionally deleted.

§ 10.21 The Architect shall not design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous materials" and "toxic materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services, the Owner shall compensate the Architect as follows:

Entry / Addition Renovation and Addition:
7% of construction cost

Parking lot improvements:
7% of construction cost

(Paragraphs deleted)

Master plan for other renovations, a stadium, and the development of the land across the road including a bus barn, ag facility and a site plan for future MS/HS on a time and material basis, which total amount shall not exceed \$10,000.

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	twenty	percent (20	%)
Construction Documents Phase	fifty	percent (50	%)
Construction Phase	thirty	percent (30	%)
<i>(Row deleted)</i>				
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Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Project web sites;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project except as otherwise provided in this Agreement;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Intentionally omitted;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Intentionally omitted;
- .9 Intentionally omitted;
- .10 Site office expenses; and
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective, except as otherwise provided in this Agreement.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect hereby agrees to maintain the insurance described in Paragraph 2.2 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.2, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

§ 12.2 Notwithstanding anything in the Agreement to the contrary, the Architect shall not be entitled to any increase in compensation or Reimbursable Expenses which accrue as a result of any error or omission by the Architect or as a result of the Architect's breach of any provision in this Agreement.

§ 12.3 The Owner's approval of the Schematic Design Documents, the Design Development Documents, Drawings and Drawings and Specifications and any other Construction Document and Contract Document shall be deemed to be approval of the concepts therein, but not approval of the means, techniques or particular material recommended by the Architect for the Project.

§ 12.4 The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement, together with all written modifications, represents the entire and integrated agreement between the Owner and the Architect concerning the subject matter herein and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

- .2

(Paragraphs deleted)

Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Marty Kobza, Superintendent
Superior Public Schools
601 West 8th Street
Superior, Nebraska 68978
mkobza@superiorwildcats.org
(402) 879-3257

(Row deleted)

ARCHITECT *(Signature)*

Tim Ripp, AIA
Clark & Enersen
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508
tim.ripp@clarkenersen.com
(402) 477-9291

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<http://members.nasbonline.org/index.php/events>

To register for an NASB event, click on the 'My Membership' link, then navigate to the 'Events' dropdown and select 'Register'.
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.



YOUR MONTHLY BOARD AGENDA UPDATE VIDEO LINKS

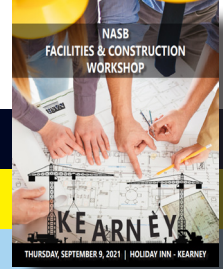
<http://members.nasbonline.org/index.php/news-resources/videos>

SEPTEMBER

AREA MEMBERSHIP MEETING - SEPTEMBER 8 - KEARNEY

REG
NOW!

FACILITIES & CONSTRUCTION WORKSHOP - SEPTEMBER 9 - KEARNEY



NASB MEMBER ZOOM W/ UNMC - SEPTEMBER 13

AREA MEMBERSHIP MEETING - SEPTEMBER 15 - YORK

NEEDS - RESOURCES WORKSHOP - SEPTEMBER 21 - WAKEFIELD

NEEDS - RESOURCES WORKSHOP - SEPTEMBER 22 - O'NEILL

TOUGH TIMES & TOUGH MEETINGS: NAVIGATING HOT BUTTON ISSUES - SEPTEMBER 23 - VIRTUAL

2021 THRIVING CHILDREN, FAMILIES, AND COMMUNITIES CONFERENCE - SEPTEMBER 27 - VIRTUAL

AREA MEMBERSHIP MEETING - SEPTEMBER 29 - FREMONT

OCTOBER

AREA MEMBERSHIP MEETING - OCTOBER 5 - LA VISTA

AREA MEMBERSHIP MEETING - OCTOBER 6 - NEBRASKA CITY

LABOR RELATIONS CONFERENCE - OCTOBER 12-13 - LINCOLN

NEEDS - RESOURCES WORKSHOP - OCTOBER 26 - OGALLALA

NEEDS - RESOURCES WORKSHOP - OCTOBER 27 - ALLIANCE

5TH ANNUAL SPARQ TAILGATE - OCTOBER 30 - EMBASSY SUITES - LINCOLN

NOVEMBER

NEEDS - RESOURCES WORKSHOP - NOVEMBER 2 - BARTLEY

NEEDS - RESOURCES WORKSHOP - NOVEMBER 3 - GRAND ISLAND

2021 STATE EDUCATION CONFERENCE - NOVEMBER 17-19 - DOWNTOWN OMAHA

4002 Drug Free Workplace

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

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

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

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

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4003 Drug Policy Regarding Drivers

Policy Statement. Drivers for the school district must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to insure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

Designated Contact. The school district has designated the Superintendent of Schools as the individual any driver may contact with questions about this policy or the school district's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

The Superintendent of Schools may be contacted at 601 W 8th Street, Superior, NE 68978.

Covered Drivers. Any person who operates a commercial motor vehicle on behalf of the school district is covered by this policy and the school district's drug testing program and procedures for drivers. All covered drivers must provide the school district a signed statement certifying that he or she has received a copy of this policy and related materials.

Covered Workday. A driver is required to comply with this policy and the terms of the school district's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a school district facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school district; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving 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; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prohibited Conduct. No driver shall: (1) 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) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Types of Testing. Pursuant to regulations promulgated by the Department of Transportation (DOT), the district has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

Refusal to Submit to Testing. A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit to the testing used by the district will be grounds

for refusal to hire driver applicants and to terminate the employment of existing drivers.

Consequences for Violations. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment, and shall include the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

Return to Duty Process. A driver who has violated this policy or the school district drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The school district will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the school district is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

Disqualification. Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any district driver who tests positive shall be medically unqualified and removed from service immediately.

Pre-employment Testing. All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

Reasonable Cause Testing. The district shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

Post-Accident Testing. A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a

person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

Random Testing. All drivers will be subject to unannounced random testing for drugs and alcohol. The district or its agents will periodically select drivers at random for testing. A district official will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

Frequency of Random Testing. Under DOT regulations, the district must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

Testing Procedure. All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

Medical Resource Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being

so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

Confidentiality. Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse.) Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

Retesting. An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the district within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

Adopted on: June 11, 2018
Revised on: July 13, 2020
Reviewed on: _____

4004

Employment of Relatives, Domestic Partners and Significant Others

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

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

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

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

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4005

Communication Between the Board and District Employees

Employees have the same right to communicate with the board about matters of public concern as other patrons of the district. Regarding employment-related issues, employees must follow the applicable board policies and/or contractual procedures regarding the administrative chain of command, complaints, grievances and other applicable processes.

When appropriate, the superintendent shall inform employees of official board policies, directives, actions and concerns.

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4006
Insurance

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

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4007
Personnel Records

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

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

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

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4008 Outside Employment

1. An employee's responsibilities to the district take precedence over personal responsibilities during school hours. Employees may not engage in other employment business activity during assigned duty hours.
2. Tutoring
 - a. Teachers are expected to assist students who are having learning problems as part of the teachers' employment. Such assistance is expected both in the classroom and at other times during the school day.
 - b. A teacher shall not solicit a student or parent to retain the teacher as a tutor and shall not act as a tutor for pay or other remuneration for any student who is then enrolled in any class taught by that teacher.
 - c. In all other cases during the school year, a teacher may act as a tutor for pay or other remuneration upon prior approval of the building principal and superintendent or designee.
3. Employees shall attend to personal matters outside their assigned duty hours with the district whenever possible.
4. Employees may conduct business on behalf of the district during assigned duty hours, but at times that do not disrupt or interfere with teaching responsibilities or student activities.
5. Employees shall not misrepresent, either expressly or by implication, that any activity, solicitation, or other endeavor is sponsored, sanctioned, or endorsed by the district.
6. In any written or verbal presentation by an employee that might be perceived as being sanctioned, sponsored, or endorsed by the district, other than district-related instruction or presentation to district students or personnel, the employee shall communicate to the audience or recipients that the views expressed are those of the employee and not necessarily those of the district or board.
7. Sale of goods or services by employees.

- a. Employees shall not sell, solicit or promote the sale of goods or services to students.
 - b. Employees shall not sell, solicit or promote the sale of goods or services to parents of students when the employee's relationship with the district is used to influence any sale or may be reasonably perceived by parents as attempting to influence any sale.
 - c. Employees with supervisory or managerial responsibilities shall not sell, solicit or promote the sale of goods or services to employees over whom they have such responsibilities in any manner that could reasonably be perceived as coercive by the subordinate employee(s).
 - d. Employees shall not use employee, student, or parent directories in connection with the solicitation, sale, or promotion of goods or services and shall not provide any such directory to any person or entity for any purpose without the prior knowledge or approval of the building principal.
8. No school board member, administrator, teacher, or other employee shall use the personnel, facilities, resources, equipment, property, or funds of the district for personal financial gain or business activities.
 9. All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the district, whether published or not, shall be the exclusive property of the district; and the district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.
 10. Staff may not exploit their professional relationships for personal gain.

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4009
Restrictions on Employees Receiving Gratuities

An employee who, because of his or her employment by the school district, receives any bonus merchandise or gift with a value over \$ 50.00 must disclose the receipt of such gift to the superintendent, who will then report that gift to the board. The superintendent, at his or her discretion, may require that the gift become the property of the district. No certificated staff member may accept any gift which will impair the professional judgment of the recipient.

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

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4010
Inclement Weather

Unless the superintendent directs otherwise, the following personnel shall report to work when school is canceled because of inclement weather: the superintendent and custodians/maintenance staff.

If school is canceled during the day because of inclement weather, classified and certified personnel not listed above may be released after students have been excused. Classified and certified personnel who miss work due to inclement weather when school is in session will not be paid for time missed or will be charged an applicable leave day.

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4011
Employee Leave Under the Family and Medical Leave Act
(FMLA)

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act ("FMLA"). The terms used herein shall have the meaning ascribed to them under the FMLA. Employees may also qualify for leave under the Nebraska Family Military Leave Act, which is covered under the district's policy for that law. If an employee qualifies for leave under both the Family and Medical Leave Act and the Nebraska Military Leave Act, any leave taken by the employee will count concurrently toward the leave limits of both acts.

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for ***unpaid*** leave under this policy, an employee must:
 - a. Make the request for leave at a time when the school district employs 50 or more workers;
 - b. Have been working for the school district for at least 12 months prior to the request; and
 - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be the 12-month period measured forward from the date such employee's first FMLA leave begins.
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

1. The school district will grant an eligible employee up to a total of 12 workweeks of **unpaid** leave under the following conditions:
 - a. For birth of a son or daughter, and to care for the newborn child;
 - b. For placement of a son or daughter with the employee for adoption or foster care;
 - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job;
 - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation; or

2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the covered Veteran was discharged or released under conditions other than dishonorable at any

time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

C. Limitations on Leave

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:
 - a. The aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and
 - b. The aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a Covered Servicemember and the husband and wife employees are both either the son, daughter, parent, or next of kin of such Covered Servicemember, if the leave is

taken for this reason or a combination of this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

Employees seeking to use FMLA leave will be required to provide:

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the school district as is reasonable and practical;
2. Medical certification supporting the need for leave due to a Serious Health Condition affecting the employee or family member or to care for a Military Member, and/or due to a Serious Injury or Illness to care for a Veteran;
3. Second or third medical opinions and periodic re-certifications (at the school district's expense);
4. Certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation;

5. Certification supporting the need for leave to care for a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and
6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

When leave is needed to care for a family member, for the employee's own illness, or to care for a Covered Servicemember, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.

II. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the FMLA and this policy shall be unpaid leave.

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.
2. If an employee uses paid leave under circumstances which do not qualify as FMLA

leave, the leave will not count against the number of workweeks of FMLA leave to which the employee is entitled.

3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.
2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

D. Intermittent or Reduced-Schedule Leave

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.
 - a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.
 - b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered Veteran or Military Member, an

eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

- c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.
- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness
- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee

to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

2. If an eligible employee requests intermittent leave or leave on a reduced-leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the school district may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Such alternative position must have equivalent pay and benefits as the employee's permanent position.
3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

III. Return from Leave

A. Restoration to Position

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.
3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or

position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.
2. If the school district intends to deny restoration to such an employee, it will:
 - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;
 - b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;
 - c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
 - d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

- a. If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for

maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

- A.** The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.
- B.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.
- C.** To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.
- D.** Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4011.1
Nebraska Family Military Leave Act

The school district shall provide leave to its employees in accordance with the Nebraska Family Military Leave Act (NFMLA). The terms used herein shall have the meaning ascribed to them under the NFMLA. Employees may also qualify for leave under the Family and Medical Leave Act (FMLA), which is detailed in the district's FMLA policy. If an employee qualifies for leave under both the FMLA and NFMLA, any leave taken by the employee will count concurrently toward the leave limits of both.

I. Qualifying for Leave

A. Qualified Employees

To be eligible for unpaid leave under the NFMLA, an employee must:

1. Have been working for the school district for at least 12 months prior to the request; and
2. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

B. Qualified Circumstances for Requesting Leave

The school district will grant a qualified employee up to a total of 30 days of unpaid leave if:

1. The employee is the spouse or parent of a person called to military service lasting 179 days or longer with the state or United States pursuant to orders of the Governor or the President of the United States and;
2. The leave is scheduled to be taken during the time federal or state deployment orders are in effect.

C. Qualifying Notice and Certification

Employees seeking to use the NFMLA will be required to provide:

- a. A consultation with the District to schedule leave so as not to unduly disrupt the operations of the school.
- b. Certification from the proper military authority to verify the employee's eligibility for the family military leave requested.
- c. 14-day advance notice of the intended date upon which the leave will begin, if leave will consist of five or more work days.
- d. As much advance notice as possible of the intended date upon which the leave will commence, if leave will consist of less than five work days.

II. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the NFMLA and this policy shall be unpaid leave.

B. Benefits

1. Taking leave under the NFMLA shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.
2. Any employee who takes leave under the NFMLA will be permitted to continue their benefits at their own expense.
3. Payment for benefits must be made to the district in advance of the date on which they are due. For example, if health insurance premiums are paid to the carrier by the district on the 1st of the month, the employee taking leave under the NFMLA must provide

the full cost of the premium to the district prior to that date. Failure to provide the full costs for all benefits the employee wishes to continue in advance of their due date may result in cancellation of benefits as permitted by law.

III. Return from Leave

A. Restoration to Position

1. Any employee who exercises the right to leave under the NFMLA shall be restored by the district to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.
2. This section does not apply if the district proves that the employee was not restored because of conditions unrelated to the employee's exercise of rights under the NFMLA.

B. Failure to Return

If an employee fails to return after the period of leave to which the employee is entitled has expired, and no additional qualifications for leave exist, the employee will be subject to the district's policies governing unexcused absences up to and including termination of employment.

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4012
Staff Internet and Computer Use

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district's faculty and staff. Staff should also refer to the district's policy on Staff and District Social Media Use.

I. Staff Expectations in Use of the Internet

A. Acceptable Use While on Duty or on School Property

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.
3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.
4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

B. Unacceptable Use While on Duty or on School Property

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.
3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.
4. The only political advocacy allowed by staff on school computers or district internet access is that which is

permitted by the Political Accountability and Disclosure Act and complies with district policy.

5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

II. School Affiliated Websites

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

III. Enforcement

A. Methods of Enforcement

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.

3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

B. Any violation of school policy and rules may result in that staff member facing:

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;
2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;
3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

IV. Off-Duty Personal Use

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4013 Grievance Procedure

GRIEVANCE PROCEDURE:

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time, arise concerning the interpretation, application, or meaning of the terms and conditions of employment in this school district. An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the district's employees.

A. Definitions

Grievance: Any claim or claims, by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of any District policies covering terms and conditions of employment including, but not limited to the terms of the Agreement.

Grievant: Teacher, group of teachers, or the Association making the claim as provided in the paragraph above.

Time Limits: All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year, or the grievance process extends beyond the school year. The time limits shall consist of all weekdays of Monday through Friday. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step of the grievance procedure. Failure of the Board, or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.

Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, and the grievant's designated representative. If the grievant chooses to not have a representative assist them, the Association shall have the right to be present as provided in Section B of this procedure. All parties shall have the right to record the proceedings of any hearing or meetings at all formal levels of the grievance procedure. Hearings before the Board of Education shall be closed at the discretion of the grievant.

B. Representation

A grievant shall have the right to have representative(s), local and/or state, present to represent the grievant at each level of the grievance procedure. Nothing herein shall be construed as limiting the right of any teacher to discuss their grievance informally with his or her immediate supervisor, or building principal, and having the grievance settled informally.

C. Reprisals

No reprisals of any kind shall be taken against any employee who uses this grievance procedure.

D. Withdrawal of a Grievance

An employee may withdraw their grievance at any level of the procedure without fear of reprisal from any party.

E. Advanced Step Filing

The grievance shall be initially filed at the level where the decision resulting in the grievance was made.

F. Grievance Procedure

Informal Resolution: The parties believe that it is usually most desirable for an employee and his or her immediate supervisor to resolve problems through free and informal communication. When requested by the teacher, a representative of the Association, local or state, may assist in this resolution. However, when the grievance remains unresolved, then the grievance shall be processed as follows:

Step 1. Written Grievance to the Principal. The grievant shall initiate the grievance in writing within five (5) school days to the principal. The failure to present the grievance within five (5) school days shall result in the waiver of the grievance. The grievance must contain a detailed description of all facts giving rise to the grievance, a list of all witnesses, all relevant documents, and the requested resolution. The grievant shall sign and date the grievance.

The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The grievant must present all evidence at this meeting. The parties shall record this meeting. The principal shall submit his or her determination in writing to the grievant within five (5) school days of the meeting.

Step 2. Written appeal to the Superintendent of Schools. If the determination of the principal is not satisfactory to the grievant, the grievant may appeal the decision to the superintendent of schools or his or her designee. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) school days of the receipt of the principal's determination. The appeal shall be based on, and limited to, the facts produced in Step 1. In other words, this is an "appeal on record".

The superintendent of schools or his designee shall hold a formal meeting within seven (7) school days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

Step 3. Appeal to the Board of Education. If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of the receipt of the superintendent's decision. The appeal shall be based on, and limited to, the facts produced in step 1. In other words, this is an "appeal on the record." The board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision with five (5) school days of hearing the grievance.

Written Presentation. All grievances presented at Step 1 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 1 and appeals at Steps 2 and 3 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4014
[Intentionally Left Blank]

Adopted on: June 11, 2018
Revised on: August 10, 2020
Reviewed on: _____

4015
Prohibition Against Employment of Board Members

Nebraska statutes prohibit board members from serving as a teacher on a regular teaching contract.

The board will allow a member of the board of education to be employed by the school district in a non-teaching capacity, including substitute teaching. Board members who are also employed by the district are strictly prohibited from discussing any issue with students, staff or parents in their capacity as an employee that may come before the board.

This policy does not prohibit the board from contracting with members of the board for services or products when the relationship is not one of employer/employee and such contracts are in compliance with the requirements of statute and board policy regarding conflicts of interest.

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4016
Jury Duty/Service as Witness in Court

An employee who has been called to serve as a juror will be granted paid leave. Employees must sign over to the district the compensation they receive for jury duty, but not compensation for expenses.

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the district his or her witness fee.

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____

4017

Relations with Employee Collective Bargaining Associations

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

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

Adopted on: June 11, 2018

Revised on: _____

Reviewed on: _____



▪ **2021-22 September Enrollment**

	<u>Projected</u>	<u>Actual Beginning Enrollment</u>
6 th Grade	28	27
7 th Grade	23	21
8 th Grade	39	40
9 th Grade	32	31
10 th Grade	31	29
11 th Grade	40	38
12 th Grade	29	29
Totals	222	215



▪ **Fall Sports Participation**

H.S. Football	20	H.S. Volleyball	20
Cross Country	(B. 1 J.H., 7 H.S., G. 3 H.S.)	Girls Golf	7
J.H. Football.....	16 (5 7 th grade, 11 8 th grade)	J.H. Volleyball	15 (8 7 th gr., 7 8 th gr.)



▪ **John Baylor Prep is now On To College**



Superior Public Schools will be offering On To College to any students interested in taking the program. On To College offers an ACT Refresher Course for students who have already taken the ACT but are planning on taking it again. The Refresher Course is a quick review for students to complete to help them prepare for their upcoming ACT. The students are given a login and password and can attend the sessions at their convenience. Any students or parents interested in participating in any of the On To College or ACT Refresher programs will need to speak to Mr. Cook to get a password and the On To College and ACT Refresher website address.

▪ **Internet Safety Presentation**

On Thursday, August 19th, Tony Kavan, an investigator with the Nebraska State Patrol spoke to the middle and high school students about internet safety, social media, and digital citizenship. The students were divided into middle and high school groups and each presentation lasted about 60 minutes. Investigator Kavan left time at the end of each presentation for students to ask questions about any aspect of his job or things he covered in his presentation.



▪ **Upcoming Activities**

09-14-21	VB vs Sutton	09-16-21	CC @ Fillmore Central
09-17-21	FB @ Syracuse	09-18-21	VB Tri @ Superior (Alma & Blue Hill)
09-21-21	VB vs Fairbury	09-21-21	CC @ Franklin
09-24-21	FB @ Sandy Creek	09-25-21	VB @ Adams Central
09-28-21	VB @ St. Cecilia	09-30-21	VB @ St. Cecilia
09-30-21	CC @ Beloit	09-30-21	P/T Conference (1:30 – 4:30 & 5:00 – 8:00)

September 2021 School Board Report

Jodi Fierstein

Elementary Principal

Director of Special Services

Acadience Testing (K-5):

Week of August 23rd

Post-Screener Planning Meetings Aug. 31st

NebraskaREADS <https://www.education.ne.gov/nebraskareads/>

Student Improvement Plans-Academic (SIP-A)

Upcoming:

MAP Assessment (K-5)

Lunch Buddy Picnic - family engagement activity

Professional Development:

Sept. 2nd - Empowering Leaders (Fierstein)

Sept. 8th - Science SAC (Tietjen, Ohmstede, Elting, Nannen)

Social Studies SAC (Baird, Kile, Fiegenger)

Sept. 9th - CCC (Fierstein, Kuhlmann, Blackstone)