ACKNOWLEDGMENT OF RECEIPT

OF NOTICE OF MEETING

The undersigned members of the Board of Education of Millard, District #017, Omaha, Nebraska, hereby acknowledge receipt of advance notice of a meeting of said Board of Education and the agenda for such meeting held at 6:00 P.M. on March 4, 2024, at the Don Stroh Administration Center, 5606 South 147 Street, Omaha, NE 68137

Dated this 4th day of March, 2024
Stacy folley President
Mike Kennedy – Vice President

Linda Poole – Secretary
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Amanda McGill Johnson – Treasurer
Millanda
Mike Pate
10Scl
Lisa Schoenberger
Reema Guda - Millard North High School
Doughure Merbaul
Josephine McPhaull- Millard South High School

Tori Karloff - Millard West High School

BOARD OF EDUCATION MEETING SIGN IN MARCH 4, 2024

NAME:	REPRESENTING:	Observing for a Class? (Y/N)
Victoria Karloff	Millard West	$\sqrt{}$
Edwin Wiest		Y
J:11 Classer	Shoth	N
Jennifer Meger	Rohwer	\mathcal{N}
Heather Bieber	Millard North	Y
Wortan Pferfer	Millard North	<u> </u>
Taylor Roemmich	millard North	У
Ella Turkel	NN	Y
Emiliatogt	MN	7
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BOARD OF EDUCATION MEETING SIGN IN MARCH 4, 2024

NAME:	REPRESENTING:	Observing for a Class? (Y/N)
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BOARD OF EDUCATION MEETING

March 4, 2024

BOARD OF EDUCATION MILLARD PUBLIC SCHOOLS OMAHA, NEBRASKA

BOARD MEETING MARCH 4, 2024 6:00 P.M. DON STROH ADMINISTRATION CENTER 5606 SOUTH 147TH STREET

AGENDA

A. Call to Order

The Public Meeting Act is posted on the wall and available for public inspection.

- B. Pledge of Allegiance
- C. Roll Call
- D. **Employee of the Month -** Jeff Yost, Technology Facilitator at Ron Witt Support Services Center, and Margrette Moodie, Custodian at Abbott Elementary School.
- E. Showcase Recognition of Students
- F. **Public Comments on agenda items** This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President before the meeting begins.
- G. Routine Matters
 - 1. *Approval of Board of Education Minutes February 5, 2024
 - 2. *Approval of Bills and receive the Treasurer's Report and Place on File
 - 3. Summary of the Board Committee of the Whole Meeting February 12, 2024
- **H.** Information Items
 - 1. Superintendent's Comments
 - 2. Board Comments/Announcements
 - 3. Reports from the Student Representatives
- I. Unfinished Business None
- J. New Business
 - 1. Administrator for Hire Elementary Principal at Bryan Elementary
 - 2. Approval of Contract for Aldrich Elementary School Generator Replacement
 - 3. Approval of Contract for South High School Pool and Domestic Boiler Replacements
 - 4. Approval of Contract for West High School Track Replacement
 - 5. Approval of Contract for Keith Lutz Horizon High School Paving Replacement
 - 6. Approval of Contract for Reeder Elementary School Hard Surface Replacement
 - 7. Approval of Contract for Sandoz Elementary School Paving Replacement
 - 8. Approval of Memorandum of Understanding with Connections at Project Harmony
 - 9. Approval of the Elementary Learning Center Programming Interlocal Agreement for the Summer 2024 Special Project

10. Approval of Personnel Actions: Recommendation to Hire, Resignation Agenda, Voluntary Separation Program (VSP), Contract Addendum

K. Reports

- 1. Insurance Report
- 2. Legislative Report

L. Future Agenda Items/ Board Calendar

- 1. Monday, March 11, 2024 Committee of the Whole Meeting 6:00 p.m. at DSAC
- 2. Thursday, March 14 Monday, March 18, 2024 No School for Students Conferences / Teacher Work Day / Professional Development
- 3. Monday, March 18, 2024 Board of Education Meeting 6:00 p.m. at DSAC
- 4. Monday, April 1, 2024 Board of Education Meeting 6:00 p.m. at DSAC
- 5. Monday, April 8 Friday, April 12, 2024 No School Spring Break
- 6. Friday, April 12, 2024 District Holiday
- 7. Monday, April 15, 2024 Board of Education Meeting 6:00 p.m. at DSAC
- 8. Monday, May 6, 2024 Board of Education Meeting 6:00 p.m. at DSAC
- 9. Tuesday, May 7, 2024 Foundation Scholarship Event 7:00 p.m. at Foundation Office
- 10. Wednesday, May 8, 2024 Employee Recognition Dinner Social at 5:30 p.m. and Dinner at 6:30 p.m. at UNO Scott's Center
- 11. Monday, May 20, 2024 Board of Education Meeting 6:00 p.m. at DSAC
- 12. Saturday, May 25, 2024 High School Graduation at Baxter Arena MWHS at 9:00 a.m. / MNHS at 1:00 p.m. / MSHS at 5:00 p.m.
- M. **Public Comments** This is the proper time for public questions and comments on any topic.

Please make sure a request form is given to the Board President before the meeting begins.

N. Adjournment

All items indicated by an asterisk (*) will comprise the Consent Agenda and may be acted on in a single motion. Items may be deleted from the Consent Agenda by request of any board member.

BOARD OF EDUCATION MILLARD PUBLIC SCHOOLS OMAHA, NEBRASKA

BOARD MEETING MARCH 4, 2024 6:00 P.M. DON STROH ADMINISTRATION CENTER 5606 SOUTH 147TH STREET

ADMINISTRATIVE MEMORANDUM

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A	(`all	to (Order	

The Public Meeting Act is posted on the wall and available for public inspection.

В.	Pledge of Allegiance
C.	Roll Call
D.	Employee of the Month - Jeff Yost, Technology Facilitator at Ron Witt Support Services Center, and Margrette Moodie, Custodian at Abbott Elementary School.
E.	Showcase - Recognition of Students
	Public Comments on agenda items – This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President before the meeting begins.
G.1*	Motion by, seconded by, to approve the Board of Education Minutes from February 5, 2024.
G.2*	Approval of Bills and receive the Treasurer's Report and Place on File.
G.3	Summary of the Board Committee of the Whole Meeting – February 12, 2024
H.1	Superintendent's Comments
H.2	Board Comments/Announcements
Н.3	Report from Student Representatives
I.1	Unfinished Business - None
J.1	Motion by, seconded by, to approve Amy Becker as the Principal at Bryan Elementary School.
J.2	Motion by, seconded by, that the contract for the Aldrich Elementary School Generator Replacement be awarded to Downs Electric in the amount of \$88,350 and that the Chief Financial Officer be authorized to execute any and all documents related to such project.
J.3	Motion by, seconded by, that the contract for the South High School Pool and Domestic Boiler Replacements be awarded to Hayes Mechanical in the amount of \$378,600 and that the Chief Financial Officer be authorized to execute any and all documents related to such project.

J.4	Motion by, seconded by, that the contract for the West High School Track Replacement be awarded to Nemaha Sports Construction, LLC. in the amount of \$1,358,251.50 and that the Chief Financial Officer be authorized to execute any and all documents related to such project.
	Motion by, seconded by, that the contract for the Keith Lutz Horizon High School Paving Replacement be awarded to Swain Construction in the amount of \$657,293.67 and that the Chief Financial Officer be authorized to execute any and all documents related to such project.
J.6	Motion by, seconded by, that the contract for the Reeder Elementary School Hard Surface Replacement be awarded to Van Winkle Construction Services in the amount of \$87,860 and that the Chief Financial Officer be authorized to execute any and all documents related to such project.
J.7	Motion by, seconded by, that the contract for the Sandoz Elementary School Paving Replacement be awarded to TR Construction in the amount of \$251,241.30 and that the Chief Financial Officer be authorized to execute any and all documents related to such project.
J.8	Motion by, seconded by, to approve the Memorandum of Understanding with Connections at Project Harmony.
J.9	Motion by, seconded by, to approve the Elementary Learning Center Programming Interlocal Agreement for the Summer 2024 Special Project.
J.10	Motion by, seconded by, to approve Personnel Actions: Recommendation to Hire, Resignation Agenda, Voluntary Separation Program (VSP), Contract Addendum.
	Reports 1. Insurance Report 2. Legislative Report
	 Future Agenda Items/ Board Calendar Monday, March 11, 2024 - Committee of the Whole Meeting - 6:00 p.m. at DSAC Thursday, March 14 - Monday, March 18, 2024 - No School for Students - Conferences / Teacher Work Day / Professional Development Monday, March 18, 2024 - Board of Education Meeting - 6:00 p.m. at DSAC Monday, April 1, 2024 - Board of Education Meeting - 6:00 p.m. at DSAC Monday, April 8 - Friday, April 12, 2024 - No School - Spring Break Friday, April 12, 2024 - District Holiday Monday, April 15, 2024 - Board of Education Meeting - 6:00 p.m. at DSAC Monday, May 6, 2024 - Board of Education Meeting - 6:00 p.m. at DSAC
	9. Tuesday, May 7, 2024 - Foundation Scholarship Event - 7:00 p.m. at Foundation Office

- 10. Wednesday, May 8, 2024 Employee Recognition Dinner Social at 5:30 p.m. and Dinner at 6:30 p.m. at UNO Scott's Center
- 11. Monday, May 20, 2024 Board of Education Meeting 6:00 p.m. at DSAC
- 12. Saturday, May 25, 2024 High School Graduation at Baxter Arena MWHS at 9:00 a.m. / MNHS at 1:00 p.m. / MSHS at 5:00 p.m.
- M. <u>Public Comments</u> This is the proper time for public questions and comments on any topic. <u>Please make sure a request form is given to the Board President before the meeting begins.</u>

N. Adjournment

All items indicated by an asterisk (*) will comprise the Consent Agenda and may be acted on in a single motion. Items may be deleted from the Consent Agenda by request of any board member.

MILLARD PUBLIC SCHOOLS SCHOOL DISTRICT NO. 17

A meeting of the Board of Education of the School District No. 17, in the county of Douglas in the state of Nebraska was convened in open and public session at 6:00 p.m., Monday, February 5, 2024, at the Don Stroh Administration Center, 5606 South 147th Street.

Notice of this meeting was given in advance thereof by publication in the Daily Record on Friday, February 2, 2024 a copy of the publication is being attached to these minutes. Notice of this meeting was given to all members of the Board of Education and a copy of their Acknowledgement of Receipt of Notice and the agenda are attached to these minutes. Availability of the agenda was communicated in advance notice and in the notice of the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

President Stacy Jolley that the open meeting laws are posted and available for public inspection and asked everyone to join in the Pledge of Allegiance.

Roll call was taken. Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, Mr. Pate and Mrs. McGill Johnson were present.

Awards were presented to Employees of the Month amie Stinson, Health Teacher at Millard North Middle School, and Rene Vairo, Bookkeeper at Central Middle School.

Mrs. Jolley announced this is the proper time for public questions and comments on agenda items only. There were no requests to speak on agenda items.

Motion was made by Mike Kennedy, seconded by Linda Poole, to approve the Board of Education minutes for January 22, 2024, and approve the bills and receive the treasurer's report and place on file. Voting in favor of said motion was: Mr. Kennedy, Mrs. Jolley, Mr. Pate, Mrs. McGill Johnson, Mrs. Poole, and Mrs. Schoenberger. Voting against were: None. Motion carried.

Superintendent's Comments:

Dr. Schwartz provided an update on the new Millard Graduate Program. Dr. Schwartz said that information was communicated to staff a week ago and it has been received very positively. He shared that all but a handful of our slots are filled.

Board Comments:

Mrs. Lisa Schoenberger:

Mrs. Schoenberger shared her appreciation for all the exceptional adult volunteers we have in the district and all they do provide experiences in education enrichment that are beyond what we could do as a district.

Mrs. Poole: None

Mr. Kennedy:

Mr. Kennedy shared that he received several positive comments regarding the teacher contract that was approved last meeting. He said that our teachers earned this contract.

Mr. Kennedy said that he also received positive feedback regarding the new Millard Graduate Program.

Mr. Pate:

Mr. Pate congratulated the team on the launch of the Millard Graduate Program.

Mrs. McGill Johnson: None

Mrs. Jolley: None

Reema Guda, student representative from Millard North High School, Josephine McPhaull, student representative from Millard South High School, and Tori Karloff, student representative from Millard West High School reported on the academic and athletic happenings at their respective schools.

Unfinished Business: None

New Business:

Motion by Linda Poole, seconded by Mike Kennedy, to approve Anne Keith as the Coordinator of Special Education. Voting in favor of said motion was: Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, Mr. Pate and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Mike Kennedy, to reaffirm Policy 4320: Human Resources - Soliciting by Agents Prohibited. Voting in favor of said motion was: Mrs. McGill Johnson, Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, and Mr. Pate. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Lisa Schoenberger, to reaffirm Policy 4410: Human Resources - Employee Identification Badge. Voting in favor of said motion was: Mr. Pate, Mrs. McGill Johnson, Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, and Mrs. Jolley. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Mike Kennedy, to reaffirm Rule 4410.1: Human Resources - Employee Identification Badge. Voting in favor of said motion was: Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, Mr. Pate, Mrs. McGill Johnson, and Mrs. Poole. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Lisa Schoenberger, that the District recognize Service Employees International Union Local 226 as the collective bargaining agent for custodial, maintenance, and grounds employees in the District for the 2024-25 contract and appoint the District's bargaining team as Chad Meisgeier, Duncan Young, Kevin Chick, Mitch Mollring, and Jake Curtiss, with Chad Meisgeier as lead negotiator. Voting in favor of said motion was: Mr. Kennedy, Mrs. Jolley, Mr. Pate, Mrs. McGill Johnson, Mrs. Poole, and Mrs. Schoenberger. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Mike Kennedy, that the contract for the Rohwer Elementary School Playground Erosion Repairs be awarded to Dostals Construction in the amount of \$38,946 and that the Chief Financial Officer be authorized to execute any and all documents related to such project. *Chief Financial Officer Chad Meisgeier said Joe Zadina from Lamp Rynearson was available to address questions and concerns from the Board.* Voting in favor of said motion was: Mrs. Jolley, Mr. Pate, Mrs. McGill Johnson, Mrs. Poole, Mrs. Schoenberger, and Mr. Kennedy. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Amanda McGill Johnson, that the contract for the Harvey Oaks Elementary School Playground Replacement be awarded to Dostals Construction in the amount of \$376,834 and that the Chief Financial Officer be authorized to execute any and all documents related to such project. *Chief Financial Officer Chad Meisgeier said Joe Zadina from Lamp Rynearson was available to address questions and concerns from the Board.* Voting in favor of said motion was: Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, Mr. Pate and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Mike Kennedy, that the contract for the Rockwell Elementary School Playground Replacement be awarded to Dostals Construction in the amount of \$409,485 and that the Chief Financial Officer be authorized to execute any and all documents related to such project. *Chief Financial Officer Chad Meisgeier said Joe Zadina from Lamp Rynearson was available to address questions and concerns from the Board.* Voting in favor of said motion was: Mrs. McGill Johnson, Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, and Mr. Pate. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Amanda McGill Johnson, that the contract for the Rockwell Elementary School Interior Renovation be awarded to Genesis Contracting Group in the amount of \$835,000 and that the Chief Financial Officer be authorized to execute any and all documents related to such project. *Chief Financial Officer Chad Meisgeier said Charlsi Kratina and Jamie Wietfeld from BCDM Architects were available to address questions and concerns from the Board.* Voting in favor of said motion was: Mr. Pate, Mrs. McGill Johnson, Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, and Mrs. Jolley. Voting against were: None. Motion carried.

Motion by Amanda McGill Johnson, seconded by Lisa Schoenberger, that the contract for Multiple Site Door, Frame, and Security Hardware Upgrades be awarded to K.C. Petersen Construction in the amount of \$634,000 and that the Chief Financial Officer be authorized to execute any and all documents related to such project. *Chief Financial Officer Chad Meisgeier said Charlsi Kratina and Jamie Wietfeld from BCDM Architects were available to address questions and concerns from the Board.* Voting in favor of said motion was: Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, Mr. Pate, Mrs. McGill Johnson, and Mrs. Poole. Voting against were: None. Motion carried.

I.11 Motion by Linda Poole, seconded by Mike Kennedy, that the contract for the Millard North High School Boiler Plant Replacement be awarded to MMC in the amount of \$749,992 and that the Chief Financial Officer be authorized to execute any and all documents related to such project. *Chief Financial Officer Chad Meisgeier said Jeff Hemji from Morrissey Engineering was available to address questions and concerns from the Board.* Voting in favor of said motion was: Mr. Kennedy, Mrs. Jolley, Mr. Pate, Mrs. McGill Johnson, Mrs. Poole, and Mrs. Schoenberger. Voting against were: None. Motion carried.

Motion by Amanda McGill Johnson, seconded by Linda Poole, that the contract for the Cather Elementary School Roof Top Unit Replacement be awarded to Mechanical Systems in the amount of \$229,800 and that the Chief Financial Officer be authorized to execute any and all documents related to such project. *Chief Financial Officer Chad Meisgeier said Jeff Hemji from Morrissey Engineering was available to address questions and concerns from the Board*. Voting in favor of said motion was: Mrs. Jolley, Mr. Pate, Mrs. McGill Johnson, Mrs. Poole, Mrs. Schoenberger, and Mr. Kennedy. Voting against were: None. Motion carried.

Motion by Amanda McGill Johnson, seconded by Linda Poole, that the contract for the Morton Elementary School Exterior Lighting Upgrade be awarded to Downs Electric in the amount of \$70,990 and that the Chief Financial Officer be authorized to execute any and all documents related to such project. *Chief Financial Officer Chad Meisgeier said Jeff Hemji from Morrissey Engineering was available to address questions and concerns from the Board*. Voting in favor of said motion was: Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, Mr. Pate and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Motion by Amanda McGill Johnson, seconded by Mike Kennedy, that the contract for the Russell Middle School Gym Lighting Replacement be awarded to Superior Lighting in the amount of \$60,745 and that the Chief Financial Officer be authorized to execute any and all documents related to such project. *Chief Financial Officer Chad Meisgeier said Jeff Hemji from Morrissey Engineering was available to address questions and concerns from the Board*. Voting in favor of said motion was: Mrs. McGill Johnson, Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, and Mr. Pate. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Mike Kennedy, to approve Personnel Actions: Recommendation to Hire: Alyssa J. Olson, April F. Neidig, Kenyatta D. Coleman, Zachkary T. Kush, Taylor M. Jonas, Carly R. Renken, Darrell J. Gross; Resignation Agenda: Alexa D. Gillham, Cindy L. Larson, Jay L. Vance, Jennifer Kennedy-Metz, Mandie L. Hamaker, Katherine E. Yeacker; Voluntary Separation Program (VSP): Julie A. Eastridge. Voting in favor of said motion was: Mr. Pate, Mrs. McGill Johnson, Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, and Mrs. Jolley. Voting against were: None. Motion carried.

Mrs. Jolley requested to move Executive Session to the end of the agenda. There was no objection.

Reports:

Mid-year Enrollment Report 2023-24

Executive Director of Assessment, Research, and Evaluation Dr. Darin Kelberlau shared the mid-year enrollment report and indicated the beginning of the second semester numbers. This data was pulled on January 10, 2024 and our K-12 enrollment numbers are 22,437. This is down 42 students from the October 1st number. We had 100 mid-year graduates. Dr. Schwartz shared that with lower birth rates for more than 5 years, we can anticipate we will have lower kindergarten cohort numbers. Any growth in these numbers would need to come from option enrollment.

Human Resources Staffing Report

Associate Superintendent of Human Resources Dr. Kevin Chick shared an update on hiring data, recruiting update, retention strategies. Dr. Chick shared that 155 new teachers were hired for the 2023-24 school year. Dr. Chick shared current hiring practices which include attending job fairs as well as posting and hiring sooner. Dr. Chick also said they have added several

new university career fairs this year. Dr. Chick shared ways they retain teachers. These include New Staff Induction, Stay Interviews, Exit Interviews, Added Teacher Workdays, Scholarship Money, and the Leadership Academy.

Dr. Chick said we continue to offer a \$1,000 signing bonus as well as a competitive starting salary of \$42,900. He said we still offer a \$4,000 student-teacher stipend as well as a \$6,000 critical need stipend for SBS and ACP Special Education Teacher. Millard also offers a comprehensive teacher induction program.

Dr. Chick shared a video regarding the Para to teach pathways. He also shared the many ways the district is continuously recruiting for classified positions. Dr. Chick shared that we have an improved onboarding process used for secretaries as well as ACP & SBS paras. Dr. Chick also shared the hourly staff hiring data.

Dr. Chick said that 203 substitute teachers and 78 local substitute teachers have been hired since June. We currently have 614 active substitute teachers and utilize approximately 125 subs daily. Dr. Chick highlighted the effort to recruit and retain subs which includes an appreciation breakfast, specialized training offerings, and monetary bonuses.

Dr. Chick shared that the employee referral program continues to be a big hit. It allows an employee to earn a Yeti for referring someone we hire. Dr. Chick said we continue to recognize some of our amazing staff who go above and beyond each day for students.

Legislative Report

Director of Strategic Projects & External Affairs Dr. Todd Tripple provided the board with a legislative update. Dr. Tripple said that today was the 22nd day of the 60 day session. Dr. Tripple said that as of today, 248 bills have gone before committees for a hearing and out of these 46 were education bills. Dr. Tripple shared that we are tracking approximately 95 education related bills and there are only four days of hearings remaining after this week. Dr. Tripple said that we continue to meet with our Senators to gauge the progress of certain bills. He shared that the general consensus has been the volume of bills has made it difficult to really know which ones will gain traction.Dr. Tripple also shared that Mueller Robak will be with us at our February 12 Committee Meeting to share their insight.

Dr. Tripple provided a quick overview of the bills of interest to the district. He shared several that the district supports as well as some that the district does not.

Mrs. Jolley reminded the Board of future agenda items and said this is the proper time for public questions and comments. There were no requests to speak on non-agenda items.

Motion by Linda Poole, seconded by Mike Kennedy, to go into Executive Session at 7:25 p.m. for the purpose of Negotiations for the protection of the public's interest. Voting in favor of said motion was: Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, Mr. Pate, Mrs. McGill Johnson, and Mrs. Poole. Voting against were: None. Motion carried.

Motion by Mike Kennedy and seconded by Linda Poole to come out of Executive Session at 7:48 p.m. Voting in favor of said motion was: Mr. Kennedy, Mrs. Jolley, Mrs. Schoenberger, Mrs. Poole, Mrs. McGill Johnson, and Mr. Pate. Voting against were: None. Motion carried.

Future Agenda Items/ Board Calendar:

- 1. Monday, February 12, 2024 Committee of the Whole Meeting 6:00 p.m. at DSAC
- 2. Friday, February 16, 2024 No School for Students Professional Development Day
- 3. Monday, February 19, 2024 No School for Students Presidents' Day / New Staff Orientation Day
- 4. Monday, March 4, 2024 Board of Education Meeting 6:00 p.m. at DSAC
- 5. Monday, March 11, 2024 Committee of the Whole Meeting 6:00 p.m. at DSAC
- 6. Thursday, March 14 Monday, March 18, 2024 No School for Students Conferences / Teacher Work Day / Professional Development
- 7. Monday, March 18, 2024 Board of Education Meeting 6:00 p.m. at DSAC
- 8. Monday, April 1, 2024 Board of Education Meeting 6:00 p.m. at DSAC
- 9. Monday, April 8 Friday, April 12, 2024 No School Spring Break
- 10. Friday, April 12, 2024 District Holiday

11. Monday, April 15, 2024 - Board of Education Mee	eting - 6:00 p.m. at DSAC
Secretary, Linda Poole	

Millard Public Schools

March 4, 2024

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	513589	02/01/2024	142413	APPLE VALLEY SPEECH/DEBATE ALUM FDN	\$613.00
	513590	02/01/2024	142413	APPLE VALLEY SPEECH/DEBATE ALUM FDN	\$123.00
	513591	02/01/2024	142704	CITIBANK N.A.	\$179.59
	513592	02/01/2024	056820	FIRST INSURANCE GROUP LLC	\$25,276.00
	513593	02/01/2024	143459	GREAT PLAINS COMMUNICATIONS HOLDING	\$1,396.24
	513595	02/01/2024	064800	METRO UTILITIES DISTRICT OF OMAHA	\$73,716.70
	513596	02/01/2024	068801	STATE OF NEBRASKA	\$2,578.35
	513597	02/01/2024	144522	CAITLIN H TORCHIA	\$75.00
	513609	02/08/2024	143971	AMERICAN NATIONAL BANK MASTERCARD	\$299.51
	513610	02/08/2024	012450	AMERICAN RED CROSS-HEALTH & SAFETY	\$2,520.00
	513611	02/08/2024	142939	MEREDITH E BUCKMAN	\$2,673.00
	513612	02/08/2024	108436	COX COMMUNICATIONS INC	\$422.24
	513613	02/08/2024	056820	FIRST INSURANCE GROUP LLC	\$391,590.00
	513614	02/08/2024	100204	MARIAN HIGH SCHOOL	\$235.00
	513615	02/08/2024	064800	METRO UTILITIES DISTRICT OF OMAHA	\$21,253.54
	513616	02/08/2024	070800	OMAHA PUBLIC POWER DISTRICT	\$303,333.79
	513627	02/19/2024	133970	CCS PRESENTATION SYSTEMS	\$1,925.40
	513628	02/19/2024	143973	CHRYSLER CAPITAL	\$499.00
	513629	02/19/2024	135082	OCCUPATIONAL HEALTH CTRS OF NE PC	\$348.00
	513631	02/19/2024	133397	HY-VEE INC	\$1,145.19
	513633	02/19/2024	133037	JENSEN TIRE & AUTO #15	\$192.84
	513634	02/19/2024	064600	METAL DOORS & HARDWARE COMPANY INC	\$1,725.00
	513636	02/19/2024	090242	UNITED PARCEL SERVICE	\$209.98
	513637	02/19/2024	139804	WOODCRAFT SUPPLY LLC	\$559.98
	513638	02/15/2024	141577	ELITE PROFESSIONALS HOME CARE LLC	\$8,823.75
	513639	02/15/2024	100058	LINCOLN EAST HIGH SCHOOL	\$179.00
	513640	02/15/2024	100204	MARIAN HIGH SCHOOL	\$480.00
	513641	02/15/2024	064800	METRO UTILITIES DISTRICT OF OMAHA	\$4,150.24

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	513643	02/15/2024	144524	RAISING CANE'S RESTAURANTS LLC	\$1,445.56
	513654	02/22/2024	108436	COX COMMUNICATIONS INC	\$5,849.18
	513655	02/22/2024	108436	COX COMMUNICATIONS INC	\$22,005.02
	513657	02/22/2024	064800	METRO UTILITIES DISTRICT OF OMAHA	\$31,943.00
	513660	03/04/2024	140821	MARGARET E SCHWARTZ	\$5,913.00
	513661	03/04/2024	143790	360 COMMUNITY SERVICES	\$18,613.35
	513662	03/04/2024	010040	A & D TECHNICAL SUPPLY CO INC	\$217.43
	513663	03/04/2024	143631	JIM ABT	\$261.30
	513664	03/04/2024	010298	ACCUCUT LLC	\$215.50
	513665	03/04/2024	010383	ACTION BATTERIES UNLIMITED INC	\$807.80
	513666	03/04/2024	010112	AE SUPPLY LLC	\$3,793.26
	513668	03/04/2024	139362	AMANDA L AKSAMIT	\$107.11
	513669	03/04/2024	133416	AKSARBEN SAW & TOOL INC	\$556.65
	513670	03/04/2024	137976	HALEY E ALLEN	\$294.49
	513671	03/04/2024	143318	HARTIN INVESTMENTS LLC	\$2,772.93
	513672	03/04/2024	144297	AMERICAN LIBRARY ASSOCIATION	\$227.00
	513673	03/04/2024	143247	PAUL P ANDERSON	\$186.26
	513674	03/04/2024	131265	JILL M ANDERSON	\$114.10
	513675	03/04/2024	143506	ANZALONE CRUSHR LLC	\$1,275.00
	513676	03/04/2024	012989	APPLE COMPUTER INC	\$136.00
	513677	03/04/2024	144112	ASSISTOLOGY LLC	\$3,990.00
	513678	03/04/2024	141122	A-UNITED AUTOMATIC DOOR & GLASS INC	\$145.00
	513679	03/04/2024	013890	AWARDS UNLIMITED INC.	\$52.28
	513680	03/04/2024	135852	COLLEEN D BALLARD	\$140.80
	513681	03/04/2024	137482	KRISTINA A BAMESBERGER	\$147.35
	513682	03/04/2024	144347	KARLY B BARADA	\$114.00
	513683	03/04/2024	143990	KAITLYN FR BARRETT	\$43.35
	513684	03/04/2024	017877	CYNTHIA L BARR-MCNAIR	\$111.42

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	513685	03/04/2024	141712	BRIDGET R BARRY	\$65.00
	513686	03/04/2024	138305	MEAGAN L BASYE	\$120.87
	513687	03/04/2024	143824	EMMA M BAUMANN	\$42.88
	513690	03/04/2024	130674	BEADLE MIDDLE SCHOOL	\$498.82
	513691	03/04/2024	135223	AARON J BEARINGER	\$30.82
	513692	03/04/2024	140903	EMMA BECK	\$91.42
	513693	03/04/2024	141521	ERIKA J BECKLEY	\$52.26
	513694	03/04/2024	139889	DARLA G BELL	\$59.23
	513695	03/04/2024	144465	BENES SERVICE CO	\$550.62
	513696	03/04/2024	144510	JACOB M BERGMEIER	\$143.65
	513698	03/04/2024	142454	LAURA C BESHALER	\$218.96
	513699	03/04/2024	141164	JORDAN SCHOOL DISTRICT	\$225.00
	513700	03/04/2024	132607	BLAIR COMMUNITY SCHOOLS	\$100.00
	513701	03/04/2024	143926	HOT PANS INC	\$206.00
	513702	03/04/2024	134478	TIFFANY M BOCK SMITH	\$108.41
	513703	03/04/2024	144296	BOILER CHILLER SYSTEMS LLC	\$24,030.00
	513704	03/04/2024	143307	TEJASWINI BOINPALLY	\$130.00
	513705	03/04/2024	130899	KIMBERLY M BOLAN	\$232.63
	513706	03/04/2024	143999	TAYLOR BOOSALIS	\$9,449.46
	513707	03/04/2024	142841	BOUNDLESS NETWORK INC	\$266.07
	513708	03/04/2024	139947	YESENIA BRAVO	\$173.80
	513710	03/04/2024	140520	JULIE K BREESE	\$25.73
	513712	03/04/2024	143810	SAMUEL BROESCH	\$29.88
	513713	03/04/2024	136205	KIMBERLY A BROWN	\$30.15
	513714	03/04/2024	141510	CHRISTINE L BUKOWSKI	\$136.68
	513716	03/04/2024	142860	ANN C BURMEISTER	\$18.83
	513717	03/04/2024	144528	EVAN BURNS	\$100.00
	513718	03/04/2024	139496	NICOLE E BURTON	\$402.70

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	513719	03/04/2024	143556	TRENOR J CAMPBELL	\$48.24
	513720	03/04/2024	142667	COMPASS GROUP INC	\$387.17
	513727	03/04/2024	143369	CAPITAL SANITARY SUPPLY CO INC	\$61,941.80
	513728	03/04/2024	131158	CURTIS R CASE	\$69.01
	513729	03/04/2024	133970	CCS PRESENTATION SYSTEMS	\$2,011.98
	513730	03/04/2024	133589	CDW GOVERNMENT, INC.	\$270.84
	513731	03/04/2024	065420	CENTRAL MIDDLE SCHOOL	\$893.84
	513732	03/04/2024	142620	TAYLOR M CERON	\$445.02
	513733	03/04/2024	135648	SUSAN M CHADWICK	\$120.82
	513734	03/04/2024	144056	WEI-QI CHAN	\$100.00
	513735	03/04/2024	136654	NICOLE A CHAPMAN	\$464.13
	513736	03/04/2024	140609	KELSEY L CHASTAIN	\$63.27
	513738	03/04/2024	139115	ANDREA L CHLOPEK	\$47.83
	513740	03/04/2024	144060	NOAH CHRISTENSEN	\$130.00
	513741	03/04/2024	142488	NICOLE CHRISTY	\$110.00
	513742	03/04/2024	025197	CITY OF OMAHA	\$210,114.43
	513743	03/04/2024	137013	NANCY S COLE	\$99.76
	513744	03/04/2024	144038	KAREN CONBOY	\$116.51
	513745	03/04/2024	135082	OCCUPATIONAL HEALTH CTRS OF NE PC	\$174.00
	513746	03/04/2024	135296	SHANNON M COOLEY-LOVETT	\$11.93
	513747	03/04/2024	141058	KOBE COOPER	\$200.00
	513748	03/04/2024	143248	RANA R COREY	\$33.50
	513749	03/04/2024	135992	DAVID J CORK	\$90.40
	513750	03/04/2024	106893	WICHITA WATER CONDITIONING INC	\$89.35
	513752	03/04/2024	027300	CUMMINS CENTRAL POWER LLC	\$11,222.18
	513753	03/04/2024	130900	CHERYL L CUSTARD	\$94.34
	513754	03/04/2024	144342	DENISE L CZAPLEWSKI	\$48.64
	513755	03/04/2024	131483	JANET L DAHLGAARD	\$33.77

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	513756	03/04/2024	132671	JEAN T DAIGLE	\$155.64
	513757	03/04/2024	134751	ANGELA M DAIGLE	\$14.47
	513758	03/04/2024	131003	DAILY RECORD	\$48.00
	513760	03/04/2024	140546	ALAN EUGENE DAVIS	\$65.00
	513761	03/04/2024	032497	CHERYL R DECKER	\$17.82
	513762	03/04/2024	106713	ANDREW S DEFREECE	\$83.42
	513763	03/04/2024	135865	SABRINA DENNEY BULL	\$86.43
	513764	03/04/2024	032872	DENNIS SUPPLY COMPANY	\$7.98
	513765	03/04/2024	137331	BASTIAN DERICHS	\$61.24
	513766	03/04/2024	144529	DEVELOPMENTAL DISABILITY CENTER NE	\$33,871.18
	513767	03/04/2024	132669	DIGITAL DOT SYSTEMS INC	\$1,530.00
	513768	03/04/2024	141484	AMANDA K DISTEFANO	\$40.81
	513770	03/04/2024	140639	DOLLAMUR LP	\$10,247.00
	513771	03/04/2024	139349	TERRIN D DORATHY	\$22.51
	513773	03/04/2024	135689	SUSAN M DULANY	\$96.61
	513774	03/04/2024	138426	KELLY D EALY	\$102.98
	513775	03/04/2024	143427	BENJAMIN EARHART	\$200.00
	513776	03/04/2024	144401	WESLEY EARHART	\$200.00
	513777	03/04/2024	052370	ECHO ELECTRIC SUPPLY CO	\$2,737.97
	513778	03/04/2024	130245	MICHAEL S EDMUNDSON	\$19.22
	513779	03/04/2024	037525	EDUCATIONAL SERVICE UNIT #3	\$252,313.04
	513780	03/04/2024	144457	JOAN M EDWARDS LLC	\$4,216.05
	513781	03/04/2024	133823	REBECCA S EHRHORN	\$255.80
	513783	03/04/2024	108082	ELECTRONIC CONTRACTING COMPANY	\$875.00
	513784	03/04/2024	038140	ELECTRONIC SOUND INC.	\$877.50
	513785	03/04/2024	141577	ELITE PROFESSIONALS HOME CARE LLC	\$8,693.75
	513786	03/04/2024	135360	PAMELA A ERIXON	\$81.02
	513787	03/04/2024	109066	TED H ESSER	\$127.23

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	513788	03/04/2024	137950	MICHAEL D ETZELMILLER	\$138.02
	513789	03/04/2024	107575	MELISSA D EVERTS	\$23.51
	513790	03/04/2024	143721	ROBERT EXSTROM	\$65.00
	513791	03/04/2024	144341	KRISTY L FEDEN	\$124.82
	513792	03/04/2024	137016	ANGELA L FERGUSON	\$48.91
	513793	03/04/2024	144320	RENAE J FICHNA	\$2,656.75
	513794	03/04/2024	142378	FIS CAPITAL MARKETS US LLC	\$400.00
	513795	03/04/2024	141511	JENNIFER M FITZKE	\$27.82
	513796	03/04/2024	140887	RODNEY JOHNSON	\$216.00
	513797	03/04/2024	131555	FLOORS INC	\$520.00
	513798	03/04/2024	142215	F-M FORKLIFT SALES & SERVICE INC	\$366.19
	513799	03/04/2024	056820	FIRST INSURANCE GROUP LLC	\$358.00
	513802	03/04/2024	143691	FOLLETT CONTENT SOLUTIONS LLC	\$12,794.24
	513803	03/04/2024	143008	NOAH FORD	\$75.00
	513804	03/04/2024	134223	TERESA J FRIDRICH	\$63.66
	513805	03/04/2024	144532	JAMES GALLENTINE	\$80.00
	513809	03/04/2024	139894	TRICIA L GILLETT	\$59.34
	513810	03/04/2024	106660	GLASSMASTERS INC	\$1,163.00
	513812	03/04/2024	141512	ERIN M GONZALEZ	\$1,095.00
	513813	03/04/2024	133752	JAMES T GRACHEK	\$2,806.75
	513814	03/04/2024	143986	KESHIA K GREVE	\$40.87
	513815	03/04/2024	136046	JODI T GROSSE	\$83.71
	513817	03/04/2024	131686	ANDREW J HAHN	\$62.31
	513818	03/04/2024	143324	HALEY HAIN	\$65.00
	513819	03/04/2024	144533	CHRISTIAN HALL	\$208.00
	513820	03/04/2024	144405	JULIA HARKER	\$195.00
	513821	03/04/2024	144415	KATHRYN HARKER	\$195.00
	513822	03/04/2024	F03042	HARRIS COMPUTER CORP	\$37,882.55

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	513823	03/04/2024	140889	DEANNA L HAYES	\$30.82
	513824	03/04/2024	048475	HEARTLAND FOUNDATION	\$11,880.00
	513825	03/04/2024	102842	HELGET GAS PRODUCTS INC	\$4.15
	513826	03/04/2024	141611	MALLORY HENNINGER	\$100.00
	513827	03/04/2024	141513	MELISSA M HENNINGS	\$125.02
	513828	03/04/2024	139305	JUSTIN A HIGGINS	\$177.58
	513829	03/04/2024	048940	HOBBY LOBBY STORES INC	\$79.84
	513830	03/04/2024	144343	MICHELLE C HOLMBERG	\$74.97
	513831	03/04/2024	144013	HOME AT LAST LLC	\$4,750.00
	513832	03/04/2024	142777	HOME DEPOT USA INC	\$136.43
	513833	03/04/2024	132531	TERRY P HOULTON	\$257.90
	513834	03/04/2024	101533	DIANE F HOWARD	\$52.86
	513835	03/04/2024	132590	HUB INTERNATIONAL GREAT PLAINS LLC	\$5,823.00
	513836	03/04/2024	144361	HUMANEX VENTURES LLC	\$3,000.00
	513837	03/04/2024	142259	PAMELA K HUSS	\$146.66
	513838	03/04/2024	107489	JAY W HUTFLES	\$315.38
	513839	03/04/2024	130283	KARA L HUTTON	\$45.16
	513840	03/04/2024	049844	HYDRONIC ENERGY INC	\$777.04
	513841	03/04/2024	133397	HY-VEE INC	\$262.10
	513842	03/04/2024	132878	HY-VEE INC	\$344.04
	513843	03/04/2024	049850	HY-VEE INC	\$122.25
	513844	03/04/2024	142253	INDUSTRIAL PACKAGING CORPORATION	\$1,800.13
	513845	03/04/2024	136349	SCOTT H INGWERSON	\$24.45
	513847	03/04/2024	137407	IOWA SCHOOL FOR THE DEAF	\$28,828.00
	513851	03/04/2024	143609	JACKSON SERVICES INC	\$3,865.21
	513852	03/04/2024	144104	STUTI JAIN	\$65.00
	513853	03/04/2024	131157	CHRISTINE A JANOVEC-POEHLMAN	\$140.43
	513854	03/04/2024	136953	DELI MANAGEMENT INC	\$235.88

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	513856	8856 03/04/2024 133037 JENSEN TIRE & AUTO #15 8857 03/04/2024 144521 JOHNS HOPKINS HEALTH SYSTEM CORP 8858 03/04/2024 083400 JOHNSON CONTROLS US HOLDINGS LLC 8859 03/04/2024 054500 JOHNSON HARDWARE CO LLC 8860 03/04/2024 143549 STACY J JOHNSON 8862 03/04/2024 135373 LINDA K JOHNSON 8863 03/04/2024 108171 CANDY R JONES 8864 03/04/2024 142898 JUST FOR KIDS THERAPY INC 8865 03/04/2024 144407 AMARNATH KARRI 8867 03/04/2024 137781 ANNE C KEITH 8868 03/04/2024 144366 OMAHA DISCOVERY TRUST 8871 03/04/2024 144997 MELINDA S KRAUSE 8872 03/04/2024 144534 MACKENZIE KRULL 8873 03/04/2024 143665 SKYLER KRULL 8874 03/04/2024 137385 JOSEPH R KUEHL 8877 03/04/2024 140457 KAT	\$8,754.90		
01	513857	03/04/2024	144521	JOHNS HOPKINS HEALTH SYSTEM CORP	\$3,200.71
	513858	03/04/2024	083400	JOHNSON CONTROLS US HOLDINGS LLC	\$5,898.38
	513859	03/04/2024	054500	JOHNSON HARDWARE CO LLC	\$1,742.36
	513860	03/04/2024	143549	STACY J JOHNSON	\$15.28
	513862	03/04/2024	135373	LINDA K JOHNSON	\$34.17
	513863	03/04/2024	108171	CANDY R JONES	\$231.35
	513864	03/04/2024	142898	JUST FOR KIDS THERAPY INC	\$263.25
	513865	03/04/2024	144407	AMARNATH KARRI	\$200.00
	513867	03/04/2024	137781	ANNE C KEITH	\$119.78
	513868	03/04/2024	144366	OMAHA DISCOVERY TRUST	\$150.00
	513869	03/04/2024	140091	KENT J KINGSTON	\$46.57
	513871	03/04/2024	141957	MELINDA S KRAUSE	\$22.78
	513872	03/04/2024	144534	MACKENZIE KRULL	\$260.00
	513873	03/04/2024	143665	SKYLER KRULL	\$325.00
	513874	03/04/2024	137385	JOSEPH R KUEHL	\$178.16
	513876	03/04/2024	144469	PRIYA KUKREJA	\$100.00
	513877	03/04/2024	140457	KATHLEEN A KULA	\$67.72
	513878	03/04/2024	144111	K12 SIGN LANGUAGE SOLUTIONS LLC	\$6,317.50
	513880	03/04/2024	135257	LANGUAGE LINE SERVICES INC	\$1,330.54
	513882	03/04/2024	135696	CHAD D LAWTON	\$81.47
	513883	03/04/2024	144519	LAYER PLATFORM INC	\$7,500.00
	513884	03/04/2024	144535	ASHLEY NICOLE LECHER	\$130.00
	513885	03/04/2024	143729	YOYO LEI	\$200.00
	513886	03/04/2024	139583	JENA J LEU	\$9.11
	513887	03/04/2024	134281	LINCOLN NORTH STAR HIGH SCHOOL	\$32.00
	513888	03/04/2024	100888	LINCOLN NORTHEAST HIGH SCHOOL	\$16.00
	513889	03/04/2024	100006	LINCOLN SOUTHEAST HIGH SCHOOL	\$460.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	01 513890 03/ 513891 03/ 513892 03/ 513893 03/ 513894 03/ 513895 03/ 513896 03/	03/04/2024	132518	LINCOLN SOUTHWEST HIGH SCHOOL	\$16.00
01	513891	03/04/2024	133643	JODY C LINDQUIST	\$494.46
	513892	03/04/2024	137207	LEE ANN M MAASS	\$87.10
	513893	03/04/2024	099321	MACKIN BOOK CO	\$286.35
	513894	03/04/2024	143953	JEREMY S MADSON	\$61.10
	513895	03/04/2024	140184	STEPHEN P MAINELLI	\$40.07
	513896	03/04/2024	138645	LAURA K MALCOM	\$17.28
	513897	03/04/2024	137281	DMG INC	\$90.95
	513898	03/04/2024	138473	KEITH W MALY	\$201.94
	513899	03/04/2024	143739	JAMESON MARGETTS	\$130.00
	513900	03/04/2024	100204	MARIAN HIGH SCHOOL	\$40.00
	513902	03/04/2024	144270	NAHELY KARINA MARTINEZ TORRES	\$57.31
	513903	03/04/2024	138341	MAXIM HEALTHCARE SERVICES HOLDINGS	\$7,507.95
	513904	03/04/2024	138341	MAXIM HEALTHCARE SERVICES HOLDINGS	\$15,470.00
	513905	03/04/2024	144536	JILLYAN MCADAMS	\$130.00
	513907	03/04/2024	139237	MICHAEL C MCCAULEY	\$25,746.00
	513908	03/04/2024	133898	MCGILL RESTORATION INC.	\$5,365.00
	513909	03/04/2024	140110	MCGRAW HILL/MAV HOLDING CORPORATION	\$2,479.75
	513910	03/04/2024	137014	RYE L MCINTOSH	\$79.33
	513911	03/04/2024	135153	KRISTEN L MCKENNEY	\$111.87
	513912	03/04/2024	141523	KELLI M MCWILLIAMS	\$61.10
	513913	03/04/2024	064260	MECHANICAL SALES INC.	\$701.25
	513914	03/04/2024	143538	TORRI R MERTEN	\$55.25
	513915	03/04/2024	064600	METAL DOORS & HARDWARE COMPANY INC	\$8,172.00
	513916	03/04/2024	133403	AMERICAN NATIONAL BANK	\$8,248.92
	513917	03/04/2024	143611	VANESSA K MEYER	\$48.38
	513918	03/04/2024	139339	SPORTS FACILITY MAINTENANCE LLC	\$500.00
	513919	03/04/2024	144040	CATELYN N MEYSENBURG	\$52.39

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	513920	03/04/2024	144471	SARA MICANEK	\$445.00
	513922	03/04/2024	141664	MIDWEST ALARM SERVICES	\$195.00
	513923	03/04/2024	138477	MIDWEST HARDWOODS	\$244.57
	513924	03/04/2024	064950	MIDWEST METAL WORKS INC	\$930.00
	513925	03/04/2024	107560	MILLARD METAL SERVICES INC.	\$288.00
	513926	03/04/2024	065438	MILLARD NORTH HIGH SCHOOL	\$2,199.00
	513927	03/04/2024	065410	MILLARD PUB SCHL ADMIN ACTIVITY FND	\$164.80
	513928	03/04/2024	065440	MILLARD SOUTH HIGH SCHOOL	\$125.00
	513930	03/04/2024	144472	KEIRA MILLER	\$65.00
	513932	03/04/2024	144129	WINONA MITCHELL	\$130.00
	513935	03/04/2024	140990	LAURA M MORRIS	\$201.21
	513937	03/04/2024	143898	EMILY C MURPHY	\$72.82
	513939	03/04/2024	142686	AKSHAY NATHAN	\$100.00
	513940	03/04/2024	132854	SAFETY/HEALTH COUNCIL GREATER OMAHA	\$75.00
	513941	03/04/2024	142457	NATIONAL SCIENCE ED LEADERSHIP ASSN	\$60.00
	513942	03/04/2024	068343	NEBRASKA ASSN OF SCHOOL BOARDS	\$11,582.00
	513943	03/04/2024	136954	NEBRASKA CHILD SUPPORT PAYMENT CTR	\$170.00
	513944	03/04/2024	068415	NEBRASKA COUNCIL SCHOOL ADMIN	\$150.00
	513945	03/04/2024	131412	NE DEPT OF HEALTH & HUMAN SERVICES	\$120.00
	513947	03/04/2024	068467	NEBRASKA NOTARY ASSOCIATION	\$157.95
	513948	03/04/2024	143102	NEBRASKA PRESS WOMEN	\$115.00
	513949	03/04/2024	142414	NSG LOGISTICS LLC	\$11,004.83
	513950	03/04/2024	068684	CYRGUS CO LLC	\$127.50
	513951	03/04/2024	143011	NEBRASKA STATE FIRE MARSHAL AGENCY	\$240.00
	513952	03/04/2024	134321	NEBRASKA STATE FIRE MARSHAL AGENCY	\$392.00
	513953	03/04/2024	141558	JILL M NEELEY	\$28.27
	513955	03/04/2024	142651	JESSICA R NELSON	\$352.73
	513956	03/04/2024	107732	BRIAN L NELSON	\$720.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	513957	03/04/2024	143644	DELANIE ANN NESS	\$250.00
	513959	03/04/2024	144420	LEWIS NGUYEN	\$65.00
	513960	03/04/2024	141138	AMANDA J NIEMIEC	\$31.22
	513961	03/04/2024	107905	MELINDA C NOLLER	\$51.93
	513962	03/04/2024	135570	JONATHAN L NORD	\$47.10
	513963	03/04/2024	144537	KATIE JO NUSS	\$80.00
	513964	03/04/2024	100013	ODP BUSINESS SOLUTIONS LLC	\$1,039.46
	513965	03/04/2024	070245	RICHELIEU AMERICA LTD	\$6,429.08
	513966	03/04/2024	132778	MELANIE L OLSON	\$25.46
	513967	03/04/2024	071053	OMAHA WORLD HERALD	\$385.00
	513968	03/04/2024	137824	OMBUDSMAN EDUCATIONAL SVCS LTD	\$256,230.00
	513969	03/04/2024	133850	ONE SOURCE	\$2,208.50
	513970	03/04/2024	144421	CHARLIE E O'NEAL	\$65.00
	513971	03/04/2024	138662	KELLY D OSTRAND	\$53.73
	513972	03/04/2024	133368	KELLY R O'TOOLE	\$53.33
	513973	03/04/2024	142290	OVERDRIVE INC	\$11,000.00
	513974	03/04/2024	143587	LACEY J OVERSTREET	\$35.11
	513975	03/04/2024	134428	ELIZABETH A PACHTA	\$178.89
	513977	03/04/2024	071567	PAPILLION/LAVISTA HIGH SCHOOL	\$590.00
	513978	03/04/2024	139358	AMANDA M PARKER	\$11.59
	513979	03/04/2024	137015	GEORGE M PARKER	\$284.21
	513980	03/04/2024	132006	ANDREA L PARSONS	\$40.74
	513981	03/04/2024	131610	PATRICIA D BUFFUM	\$1,035.00
	513982	03/04/2024	107783	HEIDI T PENKE	\$82.41
	513983	03/04/2024	133390	HEATHER C PHIPPS	\$15.22
	513984	03/04/2024	144351	LAURA M PLAS	\$44.22
	513985	03/04/2024	144380	ANDREW T POLINKO	\$28.14
	513986	03/04/2024	143645	NIHEALA PONNATHA	\$65.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	513987	03/04/2024	140236	PRAGMATIC WORKS INC	\$7,995.00
	513988	03/04/2024	131835	PRAIRIE MECHANICAL CORP	\$8,677.21
	513989	03/04/2024	101663	PRESTWICK HOUSE INC	\$557.00
	513990	03/04/2024	143687	PRIME HOME DDS INC	\$20,409.26
	513991	03/04/2024	134598	PRIME COMMUNICATIONS INC	\$6,779.70
	513992	03/04/2024	102241	PYRAMID SCHOOL PRODUCTS	\$117.00
	513993	03/04/2024	144538	CALIE GRACE RABBASS	\$130.00
	513994	03/04/2024	078250	RALSTON PUBLIC SCHOOLS	\$289,341.66
	513995	03/04/2024	144283	SARAH R RAY	\$51.71
	513996	03/04/2024	109810	BETHANY B RAY	\$124.82
	513997	03/04/2024	133770	DIANE E REINERS	\$36.18
	513998	03/04/2024	109192	KIMBERLI R RICE	\$49.11
	513999	03/04/2024	135484	KRISTI L RICHLING	\$15.46
	514001	03/04/2024	144429	ARJUN RISHI	\$100.00
	514004	03/04/2024	143689	TRICIA J ROHDE	\$173.37
	514005	03/04/2024	144540	JASON MICHAEL ROJAS	\$235.00
	514008	03/04/2024	143241	MICHAEL J RUCKER	\$101.42
	514009	03/04/2024	131615	RUSSELL MIDDLE SCHOOL	\$500.00
	514011	03/04/2024	081725	KIMBERLEY K SAUM-MILLS	\$76.38
	514013	03/04/2024	137012	SHELLEY L SCHMITZ	\$155.18
	514014	03/04/2024	143695	SCHUMACHER ELEVATOR COMPANY	\$1,942.75
	514015	03/04/2024	134567	KAYE M SCHWEIGERT	\$129.41
	514016	03/04/2024	141962	SCOREVISION LLC	\$5,500.00
	514017	03/04/2024	144492	JAMIE L SCOTT	\$64.92
	514018	03/04/2024	109815	JENNIFER L SCOTT	\$30.89
	514019	03/04/2024	139827	MATTHEW J SCOTT	\$51.12
	514020	03/04/2024	082905	KIMBERLY A SECORA	\$8.11
	514021	03/04/2024	143178	MARIE N SEVERIN	\$1,804.96

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
Fund Check Number 514022 514023 514025 514026 514027 514028 514029 514030 514031	514022	03/04/2024	142297	SGH REDGLAZE HOLDINGS INC	\$2,226.00
	514023	03/04/2024	144053	SHREEYA SHAPKOTA	\$195.00
	514025	03/04/2024	144377	LINDSAY A SHIELDS	\$69.53
	514026	03/04/2024	142986	BRIGIT SHULTZ	\$65.00
	514027	03/04/2024	139007	MEGAN N SIEBE	\$64.92
	514028	03/04/2024	141633	WILLIAM SIPPEL	\$100.00
	514029	03/04/2024	143598	ABBIE J SIVINSKI	\$426.97
	514030	03/04/2024	134632	MICHELLE E SLAUGHTER	\$214.10
	514031	03/04/2024	143994	EMILY N SMITH	\$94.07
	514032	03/04/2024	143266	NATHAN M SMITH	\$48.17
	514033	03/04/2024	144434	GAYLE N SMITH	\$65.00
	514034	03/04/2024	140068	LANCE M SMITH	\$854.49
	514035	03/04/2024	101476	SODEXO INC & AFFILIATES	\$117,981.98
	514036	03/04/2024	144541	AMANDA M SORENSEN	\$1,144.75
	514039	03/04/2024	136249	SPECIFIED DESIGN CONSULTANTS INC	\$757.50
	514040	03/04/2024	141988	LINDSEY J STAACK	\$36.55
	514041	03/04/2024	141244	TYREE STARKS	(\$170.00)
	514042	03/04/2024	142102	STERLING COMPUTERS CORPORATION	\$11,038.73
	514043	03/04/2024	143036	TRACI STRAZDAS	\$2,000.00
	514045	03/04/2024	139843	STUDENT TRANSPORTATION NEBRASKA INC	\$415,846.29
	514046	03/04/2024	144160	RISE & SHINE II LLC	\$51.12
	514048	03/04/2024	135006	STEVE D THRONE	\$279.36
	514049	03/04/2024	141524	SONIA E TIPP	\$82.54
	514050	03/04/2024	143974	TITAN NURSE STAFFING LLC	\$25,576.50
	514051	03/04/2024	136578	PEGGI S TOMLINSON	\$27.34
	514052	03/04/2024	089574	TOTAL MARKETING INC	\$120.00
	514053	03/04/2024	107719	KIMBERLY P TRISLER	\$23.06
	514054	03/04/2024	106493	TRITZ PLUMBING, INC.	\$1,336.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	514056	03/04/2024	142309	UNANIMOUS INC	\$425.00
	514057	03/04/2024	100923	UNIVERSITY OF NEBRASKA LINCOLN	\$745.00
	514058	03/04/2024	068840	UNIVERSITY OF NEBRASKA AT OMAHA	\$3,140.71
	514059	03/04/2024	068875	UNIVERSITY OF NEBRASKA MED CENTER	\$5,105.00
	514060	03/04/2024	068840	UNIVERSITY OF NEBRASKA AT OMAHA	\$3,600.00
	514061	03/04/2024	139797	US BANK NATIONAL ASSOCIATION	\$1,222.00
	514062	03/04/2024	140402	US OMNI & TSACG COMPLIANCE SVCS INC	\$762.50
	514063	03/04/2024	090625	US POSTAL SERVICE	\$1,250.00
	514064	03/04/2024	143105	RACHEL L VACEK	\$70.40
	514065	03/04/2024	137914	JAMES B VAIR	\$80.00
	514066	03/04/2024	144349	SOFIA VALADEZ	\$160.30
	514067	03/04/2024	143653	VALIDATE ME INC	\$450.00
	514068	03/04/2024	138046	AUTO LUBE INC	\$87.11
	514069	03/04/2024	143949	KATHERINE L VAN RAVENHORST	\$85.09
	514070	03/04/2024	144479	MARY VANINGEN-SCHADE	\$195.00
	514071	03/04/2024	143347	VERIZON COMMUNICATIONS INC	\$27.74
	514072	03/04/2024	083340	VERNE SIMMONDS COMPANY	\$4,116.00
	514073	03/04/2024	142738	KARA VERSAW	\$4,172.00
	514074	03/04/2024	143920	JESSICA M WALKER	\$2,285.50
	514075	03/04/2024	131112	LINDA M WALTERS	\$38.46
	514076	03/04/2024	144436	MAGGIE E WASHER	\$2,227.14
	514077	03/04/2024	133438	HEIDI J WEAVER	\$95.11
	514078	03/04/2024	141464	ANTHONY J WEERS	\$66.87
	514079	03/04/2024	141432	WELLS FARGO FINANCIAL LEASNG INC	\$3,425.00
	514080	03/04/2024	140929	ERIC C WELTE	\$23.18
	514081	03/04/2024	141253	TREVOR E WENGER	\$264.15
	514082	03/04/2024	144108	JACOB WESTBY	\$65.00
	514083	03/04/2024	094245	WESTLAKE ACE HARDWARE INC	\$48.96

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	514084	03/04/2024	094650	WESTSIDE COMMUNITY SCHOOLS	\$1,953.00
	514085	03/04/2024	099997	WESTSIDE COMMUNITY SCHOOLS	\$558.70
	514086	03/04/2024	144480	CADEN MICHAEL WHELAN	\$395.00
	514087	03/04/2024	137327	GINA R WIITANEN	\$75.78
	514089	03/04/2024	138792	JAMIE C WINGENDER	\$67.13
	514090	03/04/2024	144437	GRACELYN PAIGE WINGETT	\$65.00
	514091	03/04/2024	144542	RICHARD XU	\$150.00
	514093	03/04/2024	096200	YOUNG & WHITE	\$10,975.02
	514095	03/04/2024	142517	SAMUEL J ZELESKI	\$25.53
	514096	03/04/2024	144482	LIKANG ZHU	\$100.00
	514097	03/04/2024	136855	PAUL R ZOHLEN	\$72.36
	E106720	02/08/2024	140791	FRONTLINE PRIVATE SECURITY LLC	\$2,605.00
	E106721	02/19/2024	143184	ENTERPRISE FM TRUST	\$2,449.95
	E106722	02/19/2024	141745	LANG DIESEL INC	\$1,856.12
	E106724	03/04/2024	108351	AIRGAS INC	\$90.56
	E106725	03/04/2024	139056	AMERICAN SOCIETY OF COMPOSERS	\$435.17
	E106726	03/04/2024	012480	AMERICAN TIME & SIGNAL COMPANY	\$146.85
	E106727	03/04/2024	138550	APPERSON INC	\$249.52
	E106728	03/04/2024	106436	AQUA-CHEM INC	\$5,443.43
	E106729	03/04/2024	138291	AUTISM CENTER OF NEBRASKA INC	\$6,100.00
	E106731	03/04/2024	102727	B & H PHOTO	\$36.72
	E106734	03/04/2024	136272	BEAR CONSTRUCTION INC	\$20,410.00
	E106735	03/04/2024	132475	BIO CORPORATION	\$686.21
	E106738	03/04/2024	019111	BISHOP BUSINESS EQUIPMENT	\$39,753.00
	E106740	03/04/2024	019559	BOUND TO STAY BOUND BOOKS INC	\$7,392.76
	E106741	03/04/2024	099417	VARSITY BRANDS HOLDING CO INC	\$262.80
	E106742	03/04/2024	024260	CENTER TROPHY COMPANY	\$149.61
	E106749	03/04/2024	139202	CINTAS CORPORATION	\$2,060.32

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	E106750	03/04/2024	143654	JEREDITH BRANDS LLC	\$45,475.50
	E106751	03/04/2024	090270	CLEAN WATER GUYS INC	\$551.25
	E106752	03/04/2024	026057	CONTROL MASTERS INC	\$538.77
	E106753	03/04/2024	032050	D B NEBRASKA SERVICE CO.	\$1,424.00
	E106754	03/04/2024	138758	DECKER INC	\$128.19
	E106755	03/04/2024	032800	DEMCO INC	\$1,456.23
	E106758	03/04/2024	033473	DIETZE MUSIC HOUSE INC	\$1,627.91
	E106759	03/04/2024	135509	DIGIORGIO'S SPORTSWEAR INC	\$604.75
	E106760	03/04/2024	136179	DIGITAL EXPRESS INC	\$3,245.58
	E106762	03/04/2024	073231	DXP ENTERPRISES INC	\$213.16
	E106763	03/04/2024	036520	EASTERN NEBRASKA HUMAN SVCS AGENCY	\$19,125.00
	E106764	03/04/2024	036654	ECOLAB USA INC	\$31.99
	E106765	03/04/2024	132240	EDUCATION LOGISTICS, INC	\$13,291.60
	E106766	03/04/2024	038100	CONSOLIDATED ELECTRICAL DISTR INC	\$1,601.42
	E106767	03/04/2024	131927	RILEY M HELLER	\$1,868.23
	E106768	03/04/2024	132699	FATHER FLANAGANS BOYS HOME	\$1,268.00
	E106769	03/04/2024	040537	WOLSELEY INVESTMENTS INC	\$395.05
	E106770	03/04/2024	106956	FERRELLGAS	\$33.00
	E106771	03/04/2024	133919	FILTER SHOP INC	\$12,107.56
	E106772	03/04/2024	133960	FIREGUARD INC	\$3,394.05
	E106773	03/04/2024	041086	FLINN SCIENTIFIC INC	\$246.65
	E106774	03/04/2024	140791	FRONTLINE PRIVATE SECURITY LLC	\$1,255.00
	E106775	03/04/2024	044155	GENERAL FIRE & SAFETY	\$800.00
	E106776	03/04/2024	044950	GRAINGER INDUSTRIAL SUPPLY	\$4,288.30
	E106779	03/04/2024	049700	HUGHES TREE SERVICE	\$40,601.75
	E106780	03/04/2024	100928	J W PEPPER & SON INC.	\$1,812.41
	E106781	03/04/2024	054630	JOHNSTONE SUPPLY	\$1,028.78
	E106782	03/04/2024	054471	JOSTENS INC	\$2,199.69

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	E106783	03/04/2024	026300	JP COOKE COMPANY	\$40.59
	E106785	03/04/2024	135156	LAWSON PRODUCTS INC	\$1,816.27
	E106786	03/04/2024	059470	LIEN TERMITE & PEST CONTROL INC	\$370.00
	E106787	03/04/2024	060111	LOVELESS MACHINE & GRINDING SVC INC	\$115.00
	E106788	03/04/2024	137947	MECHANICAL SALES PARTS INC	\$1,925.25
	E106789	03/04/2024	102493	MICHAEL TODD & CO INC	\$2,267.88
	E106790	03/04/2024	065233	MIDWEST TURF & IRRIGATION INC	\$1,588.51
	E106791	03/04/2024	068334	NEBRASKA AIR FILTER INC	\$3,855.03
	E106792	03/04/2024	071190	OVERHEAD DOOR COMPANY OMAHA	\$1,553.11
	E106793	03/04/2024	071545	PAPER CORPORATION	\$35,126.92
	E106795	03/04/2024	078420	RAWSON & SONS ROOFING, INC.	\$23,067.00
	E106797	03/04/2024	082350	SCHOOL SPECIALTY LLC	\$859.70
	E106798	03/04/2024	083188	SHIFFLER EQUIPMENT SALES, INC.	\$47.61
	E106799	03/04/2024	138165	STEVE WEISS MUSIC INC	\$88.85
	E106801	03/04/2024	100577	TAYLOR CORPORATION	\$48.96
	E106802	03/04/2024	138304	TIME MANAGEMENT SYSTEMS	\$4,500.00
	E106803	03/04/2024	106364	TRANE US INC	\$8,019.46
	E106804	03/04/2024	090214	UNITED ELECTRIC SUPPLY CO INC	\$73.12
	E106805	03/04/2024	138759	UNITED LANGUAGE GROUP INC	\$185.00
	E106806	03/04/2024	137707	UTILITY TRENCHING INC	\$1,750.00
	E106808	03/04/2024	093650	VWR INTERNATIONAL LLC	\$99.23
	E106809	03/04/2024	093765	WATER ENGINEERING, INC.	\$3,232.55
	E106810	03/04/2024	139185	WEST OMAHA WINSUPPLY CO	\$102.16
01 - To	otal				\$3,457,977.70
02	27318	03/04/2024	143976	PRAISE Y AGBALETI	\$76.13
	27319	03/04/2024	143574	ERIC AMADOR	\$163.13
	27320	03/04/2024	143577	TWILA L BOYSEN	\$65.25
	27321	03/04/2024	144144	AMY L BUTTS	\$47.37

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
02	27322	03/04/2024	010670	GOODWIN TUCKER GROUP	\$409.46
	27323	03/04/2024	140802	KAREN M HEDGECOCK	\$8.71
	27324	03/04/2024	144527	PATRICIA M KREFT	\$60.00
	27325	03/04/2024	131437	GRACE C KUBIK	\$94.50
	27326	03/04/2024	136279	MILLARD PUBLIC SCHOOL CLEARING ACCT	\$399.20
	27327	03/04/2024	143265	THERESA M NEUBAUER	\$60.00
	27328	03/04/2024	100013	ODP BUSINESS SOLUTIONS LLC	\$92.48
	27329	03/04/2024	139832	PAMELA S OSTERMAN	\$13.40
	27330	03/04/2024	101476	SODEXO INC & AFFILIATES	\$546,818.78
	27331	03/04/2024	143748	KALYN F WILDERMUTH	\$76.13
02 - To	otal				\$548,384.54
06	513662	03/04/2024	010040	A & D TECHNICAL SUPPLY CO INC	\$97.77
	513676	03/04/2024	012989	APPLE COMPUTER INC	\$30,403.50
	513689	03/04/2024	133480	BERINGER CIACCIO DENNELL MABREY	\$5,600.00
	513729	03/04/2024	133970	CCS PRESENTATION SYSTEMS	\$392,020.23
	513730	03/04/2024	133589	CDW GOVERNMENT, INC.	\$12,189.00
	513767	03/04/2024	132669	DIGITAL DOT SYSTEMS INC	\$320.00
	513879	03/04/2024	058775	LAMP RYNEARSON ASSOCIATES INC	\$690.00
	514042	03/04/2024	142102	STERLING COMPUTERS CORPORATION	\$4,800.00
	E106738	03/04/2024	019111	BISHOP BUSINESS EQUIPMENT	\$489.00
	E106807	03/04/2024	141363	PATTI BANKS ASSOCIATES LLC	\$2,360.00
06 - To	otal				\$448,969.50
07	513635	02/19/2024	139317	MMC MECHANICAL CONTRACTORS INC	\$13,626.11
	513662	03/04/2024	010040	A & D TECHNICAL SUPPLY CO INC	\$428.23
	513689	03/04/2024	133480	BERINGER CIACCIO DENNELL MABREY	\$227,958.72
	513758	03/04/2024	131003	DAILY RECORD	\$182.68
	513807	03/04/2024	143780	GENESIS CONTRACTING GROUP LLC	\$30,968.69
	513901	03/04/2024	106392	MARKING REFRIGERATION INC	\$7,875.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
07	513929	03/04/2024	131328	MILLER ELECTRIC COMPANY	\$2,228.29
	513933	03/04/2024	139317	MMC MECHANICAL CONTRACTORS INC	\$8,000.00
	513936	03/04/2024	134532	MORRISSEY ENGINEERING INC	\$30,300.00
	513938	03/04/2024	142914	MARATHON REPROGRAPHICS INC	\$2,729.00
	513991	03/04/2024	134598	PRIME COMMUNICATIONS INC	\$2,487.66
	514000	03/04/2024	106416	RIFE CONSTRUCTION INC	\$34,992.00
	514010	03/04/2024	140085	SAMPSON CONSTRUCTION CO INC	\$119,214.00
	514024	03/04/2024	083175	SHEPPARD'S BUSINESS INTERIORS	\$226,330.79
	514038	03/04/2024	136932	SPECIALIZED AIR/HYDRONIC BALANCING	\$2,300.00
	514047	03/04/2024	132452	TERRACON INC	\$3,680.00
	514055	03/04/2024	144187	TUNE FACILITIES LLC	\$16,520.00
	514088	03/04/2024	144464	TAYLOR W GAUTSCHE	\$35,514.38
	E106732	03/04/2024	017670	RASMUSSEN MECHANICAL SERVICES INC	\$19,342.00
	E106752	03/04/2024	026057	CONTROL MASTERS INC	\$1,496.00
	E106761	03/04/2024	139946	DOWNS ELECTRIC INC	\$64,890.00
	E106784	03/04/2024	138181	KIDWELL ELECTRIC COMPANY INC	\$1,495.00
	E106800	03/04/2024	140803	SUPERIOR LIGHTING INC	\$57,433.20
	E106803	03/04/2024	106364	TRANE US INC	\$27,169.61
07 - To	otal				\$937,161.36
11	513630	02/19/2024	037525	EDUCATIONAL SERVICE UNIT #3	\$450.00
	513632	02/19/2024	049850	HY-VEE INC	\$41.06
	513642	02/15/2024	143701	WASTE CONNECTIONS OF NEBRASKA INC	\$89.27
	513658	02/22/2024	108361	NATIONAL FRENCH CONTEST-NAATF	\$584.00
	513667	03/04/2024	144397	SCOT R AHLERS	\$1,144.75
	513697	03/04/2024	131401	TYLER J BERZINA	\$117.01
	513709	03/04/2024	136977	PEGGY S BREARD	\$258.33
	513710	03/04/2024	140520	JULIE K BREESE	\$110.39
	513715	03/04/2024	143352	CTBOOK HOLDINGS LLC	\$1,050.00

und	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
11	513739	03/04/2024	137629	MEGAN J CHRISTENSEN	\$2,285.50
	513759	03/04/2024	144369	KAYLA J DANIEL	\$31.00
	513772	03/04/2024	033901	DOUGLAS COUNTY TREASURER	\$2,860.31
	513779	03/04/2024	037525	EDUCATIONAL SERVICE UNIT #3	\$300.00
	513811	03/04/2024	143715	SARAH A GODFREY	\$137.43
	513816	03/04/2024	143590	ALLYCIA I GUTIERREZ	\$1,804.96
	513843	03/04/2024	049850	HY-VEE INC	\$109.64
	513854	03/04/2024	136953	DELI MANAGEMENT INC	\$237.95
	513866	03/04/2024	144467	ERIN C KEHRET	\$1,068.20
	513870	03/04/2024	143128	JUDITH T KIRST	\$16.05
	513875	03/04/2024	140667	LAURA A KUEHL	\$77.46
	513881	03/04/2024	134373	DAWN M LANHAM	\$27.81
	513921	03/04/2024	138462	MIDLAND UNIVERSITY	\$4,725.00
	513934	03/04/2024	143585	EMILY J MORGAN	\$1,144.75
	513946	03/04/2024	068445	NEBRASKA FURNITURE MART INC	\$179.98
	514002	03/04/2024	144539	BROOKE D ROACH	\$73.05
	514003	03/04/2024	144028	SHERIDAN R RODRIGUEZ	\$2,485.96
	514006	03/04/2024	136121	MELANIE E ROLL	\$250.00
	514007	03/04/2024	144154	NICOLE E ROOT	\$29.90
	514012	03/04/2024	138484	CINDY M SCHARFF	\$85.42
	514035	03/04/2024	101476	SODEXO INC & AFFILIATES	\$533.61
	514045	03/04/2024	139843	STUDENT TRANSPORTATION NEBRASKA INC	\$1,039.06
	514057	03/04/2024	100923	UNIVERSITY OF NEBRASKA LINCOLN	\$160.00
	514069	03/04/2024	143949	KATHERINE L VAN RAVENHORST	\$40.93
	514092	03/04/2024	139165	MARIA G SCARPELLO YEARIAN	\$1,203.00
	514094	03/04/2024	135890	YOUTH FRONTIERS INC	\$2,850.00
	E106784	03/04/2024	138181	KIDWELL ELECTRIC COMPANY INC	\$49,400.00
	E106796	03/04/2024	082100	SCHOLASTIC INC	\$1,463.19

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount	
11 - To	otal				\$78,464.97	
14	513659	02/22/2024	144543	MERITAIN HEALTH INC	\$414,759.04	
	513737	03/04/2024	144277	ALEGENT HEALTH CREIGHTON ST JOSEPH	\$9,768.00	
14 - To	14 - Total					
17	513608	02/08/2024	136400	ALPINE KILNS & EQUIPMENT LLC	\$75,150.95	
	513689	03/04/2024	133480	BERINGER CIACCIO DENNELL MABREY	\$25,500.00	
	513758	03/04/2024	131003	DAILY RECORD	\$23.33	
	513769	03/04/2024	133268	DOCUMENT FINISHING RESOURCES INC	\$1,899.00	
	513946	03/04/2024	068445	NEBRASKA FURNITURE MART INC	\$594.00	
	513958	03/04/2024	144002	KEVIN MARSHALL JR	\$3,696.00	
	E106723	03/04/2024	136961	ABANTE LLC	\$3,400.00	
	E106739	03/04/2024	099220	DICK BLICK CO	\$682.38	
	E106758	03/04/2024	033473	DIETZE MUSIC HOUSE INC	\$13,564.00	
	E106794	03/04/2024	137779	JARDINE QUALITY IRRIGATION INC	\$985.94	
	E106799	03/04/2024	138165	STEVE WEISS MUSIC INC	\$1,542.00	
17 - To	17 - Total				\$127,037.60	
50	513591	02/01/2024	142704	CITIBANK N.A.	\$87.11	
	513656	02/22/2024	139640	HAUS OF LANOUE LLC	\$15,346.92	
	513679	03/04/2024	013890	AWARDS UNLIMITED INC.	\$26.14	
	513711	03/04/2024	144531	SAUNDRA BRENNAN	\$150.00	
	513730	03/04/2024	133589	CDW GOVERNMENT, INC.	\$1,634.14	
	513782	03/04/2024	140941	INDEPENDENT INVESTORS INC	\$1,550.00	
	513802	03/04/2024	143691	FOLLETT CONTENT SOLUTIONS LLC	\$1,094.52	
	513806	03/04/2024	144147	IOANA GALU	\$100.00	
	513808	03/04/2024	134902	DAVID THOMAS GERKING	\$525.00	
	513846	03/04/2024	144301	INTERMOUNTAIN WOOD PRODUCTS INC	\$3,117.70	
	513861	03/04/2024	054492	JIM L JOHNSON	\$190.00	
	513931	03/04/2024	144338	PATRICK D MINER	\$154.08	

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
50	513954	03/04/2024	132398	NEIHARDT ELEMENTARY SCHOOL	\$350.00
	513976	03/04/2024	136739	JAMES W KUPER	\$3,339.45
	513991	03/04/2024	134598	PRIME COMMUNICATIONS INC	\$421.40
	514037	03/04/2024	133173	SOUTHEASTERN CAREER APPAREL INC	\$5,244.07
	514041	03/04/2024	141244	TYREE STARKS	\$340.00
	514085	03/04/2024	099997	WESTSIDE COMMUNITY SCHOOLS	\$81.30
	E106730	03/04/2024	010090	AUDIOVISUAL INC	\$17,742.39
	E106731	03/04/2024	102727	В & Н РНОТО	\$1,780.11
	E106738	03/04/2024	019111	BISHOP BUSINESS EQUIPMENT	\$347.01
	E106740	03/04/2024	019559	BOUND TO STAY BOUND BOOKS INC	\$438.76
	E106755	03/04/2024	032800	DEMCO INC	\$113.28
	E106758	03/04/2024	033473	DIETZE MUSIC HOUSE INC	\$1,174.10
	E106777	03/04/2024	047856	HARCOURT OUTLINES INC	\$191.52
	E106796	03/04/2024	082100	SCHOLASTIC INC	\$226.50
50 - Total				\$55,765.50	
99	513976	03/04/2024	136739	JAMES W KUPER	(\$129.97)
99 - To	99 - Total				(\$129.97)
Overall - Total				\$6,078,158.24	

Millard Public Schools - Planned Disposition of Surplus Property

BOE Packet Due : 2/28/2024 BOE Meeting Date: 3/4/2024 Sale or Disposals Scheduled After: 3/4/2024

Lot	Quantity	Description
1	3	Wrestling Mats
2		Student Chairs
3		Student Stools
4		Student Desks
5	1	Teacher chair
6	2	Shelving units
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
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Committee Meeting Minutes February 12, 2024

The members of the Board of Education met as a Committee of the Whole on Monday, February 12, 2024 at the Don Stroh Administration Center, 5606 South 147th Street.

Board Vice President, Mike Kennedy called the meeting to order at 6:00 p.m. Mr. Kennedy announced that the open meeting laws are posted and available for public inspection and it is now the proper time for public questions and comments on agenda items only. There were no requests to speak.

Board members present were: Stacy Jolley, Linda Poole, Mike Kennedy, Lisa Schoenberger, Mike Pate and Amanda McGill Johnson.

Legislative Update

Director of Strategic Projects & External Affairs Dr. Todd Tripple along with Bill Mueller and Tim Hruza from Mueller Robak provided the board with a legislative update. Dr. Tripple shared that there continues to be a lot going on in the legislature. Dr. Tripple said that nearly 600 bills have been introduced and about 100 of them are related to education.

Mr. Hruza said 597 bills have been introduced this session. Mr. Hruza said today was day twenty six of the sixty day session. Mr. Hruza shared that the session is expected to end on April 17, 2024. Mr. Hruza said that the Speaker made the decision to end hearings sooner this year, making the last day for hearings February 29, 2024. Mr. Hruza shared that committees like the education committee that have a large volume of hearings to get through are doing 10-13 hearings a day. Mr. Hruza said that there is a lot of work being done in the Capitol.

Mr. Hruza said that one big focus this session will be the Governor's tax plan which has the ultimate goal to cut property tax paid by Nebraskans by forty percent. This requires \$1.7 to 2 billion dollars in additional revenue or finding additional ways to offset the property tax cost. Mr. Hruza shared that several bills have been introduced that take away current sales tax exemptions and/or collect taxes on items or services that have not been taxed in the past. Mr. Hruza also shared that there is a bill that would increase the base sales tax by one cent. Mr. Hruza said that how the Governor's tax plan unfolds will set the stage for the second half of the session. All related bills have now been heard and the revenue committee will now go to work developing a plan and determining if they have enough votes to pass it.

Mr. Hruza shared that there are several bills that involve school finance or local tax ask rules. Mr. Hruza said that these bills are being followed closely. Mr. Hruza shared that it is anticipated that the last thirty days of the session will be fast paced.

Mr. Mueller shared that it is a real challenge this year not knowing what will be included in the property tax package and what the response will be when it gets to the floor. Mr. Mueller shared that everyone believes property tax relief is a good idea but that the devil is in the details. Mr. Mueller said that raising other taxes to accomplish this is a tough vote for a lot of senators. There was a decision about urban versus rural in relation to the property taxes.

Mr. Mueller said that there are three weeks of hearings left and that senators are starting to put their packages together. He reminded the board that each committee can designate two priority bills.

Mr. Mueller shared that our job continues to be educating senators on the state aid formula and how proposed changes affect public education. Mr. Mueller shared that the feedback he has received from senators is very complimentary of Millard Public Schools. Mr. Mueller said that we will continue to craft messages that best tell the story of Millard.

Motion by Stacy Jolley, seconded by Linda Poole, to go into Executive Session at 6:51 p.m. for the purpose of Personnel for the protection of the public's interest. Voting in favor of said motion was: Mr. Kennedy, Mrs. Jolley, Mrs. Schoenberger, Mrs. Poole, Mrs. McGill Johnson, and Mr. Pate. Voting against were: None. Motion carried.

Motion by Mike Kennedy and seconded by Linda Poole to come out of Executive Session at 7:35 p.m. Voting in favor of said motion was: Mr. Kennedy, Mrs. Jolley, Mrs. Schoenberger, Mrs. Poole, Mrs. McGill Johnson, and Mr. Pate. Voting against were: None. Motion carried.

Chairman

AGENDA ITEM: Administrator Recommended for Hire

MEETING DATE: March 4, 2024

DEPARTMENT: Human Resources

TITLE & DESCRIPTION: Elementary Principal

ACTION DESIRED: Approval

BACKGROUND: The position was advertised on Millard's job posting website, Career Link

(Regionally and Nationally) and the NCSA website. Five internal and six external applications were received. The applications were reviewed by Dr. Kevin Chick and Dr. John Schwartz. Five internal and one external applicants were interviewed for the position. The interview team included Dr. Kevin Chick, Dr. John Schwartz, Mitch Mollring, Andy DeFreece, Dr. Colleen Ballard, Dr. Carrie Novotny-Buss, Joe Vonderhaar, Dr. Courtney Manzitto, Dr. Heidi Penke, Amy Kopanic, DeeDee Van Roy, Alex Thome, Annette Plucknett, Estela Antunez-Gomez, Hanna Krohn and

Karrie Bornhoft.

RECOMMENDATION: The Superintendent's recommendation is approval of Amy Becker for Principal at

Bryan Elementary School. Previous Experience includes; Administrative Intern at Bryan Elementary (2020-Present), Elementary Teacher, Millard Public Schools (2010-

2020), Dual Language Teacher, Omaha Public Schools (2001-2010)

EDUCATION: BA – University of Nebraska, Omaha – Elementary Education (2000)

MA – Concordia University, NE – Reading Specialist (2007)

MA – Doane University – Educational Leadership (2016)

OPTIONS & ALTERNATIVES: N/A

RECOMMENDATION: Approval

PERSON RECOMMENDING: Dr. Kevin Chick, Associate Superintendent of Human Resources

SUPERINTENDENT APPROVAL:

Agenda Item: Approval of Contract for Aldrich Elementary School Generator Replacement

Meeting Date: March 4, 2024

Background/

Description: This is a summer project funded with the proceeds from the 2020 bond issue.

A representative from Morrissey Engineering will be present to answer any

questions.

Action Desired: It is recommended that the contract for the Aldrich Elementary School Generator

Replacement be awarded to Downs Electric in the amount of \$88,350 and that the Chief Financial Officer be authorized to execute any and all documents related to

such project.

Policy /

Strategic Plan

Reference:

n/a

Responsible Person(s): Chad Meisgeier, Chief Financial Officer

Superintendent's Signature:

Jahn Schunk



mechanical | electrical | technology | commissioning

February 10, 2024

Millard Public Schools 5606 South 147th Street Omaha, NE 68137

Attn: Steve Mainelli

Project #23518: Aldrich Elementary Emergency Generator Replacement

RE: Bid Proposals dated February 6, 2024

Mr. Mainelli:

Bids were received for the Aldrich Elementary Emergency Generator Replacement at MPS Support Services Center on February 6th, 2024 at 10:00 a.m. Per the attached bid tab, five bids were received. The low bid was submitted by Downs Electric in the amount of \$88,350. Downs has satisfactorily completed several projects with Morrissey Engineering and MPS in the past, including multiple power projects.

The original budget estimate for the generator replacement was \$85,000

Following discussions with district staff, we recommend awarding the bid to Downs Electric in the amount of \$88,350 (eighty eight thousand three hundred fifty dollars).

Downs indicated on their Bid Proposal they would finish by July 26th, 2024 per the specifications.

Please advise if you require any additional information.

Sincerely,

Jeff Hemje, PE

Enclosure

PROJECT: MPS Aldrich Emergency Generator Replacement

 BID DATE:
 2/6/2024

 BID TIME:
 10:00 AM

 MEI PROJECT NO.:
 23518



mechanical | electrical | technology | commissioning

BID TABULATION

BIDDERS	Base Bid	Addendum #1	Bid Bond	Comments
Downs Electric	\$88,350	Yes	Yes	
Kidwell	\$127,649	Yes	Yes	
Miller Electric	\$93,975	Yes	Yes	
Omaha Electric	\$94,673	No	Yes	
Strategic Electric	\$92,810	Yes	Yes	

Bids to replace the emergency generator at Aldrich Elementary per the bid documents dated 1-19-2024



memorandum

attn:Steve Mainellifrom:Jeff Hemjecompany:Millard Public Schoolsdate:2/16/2024

project name: Aldrich Emergency Generator Replacement

mei project: 23518

re: Project Narrative

cc:

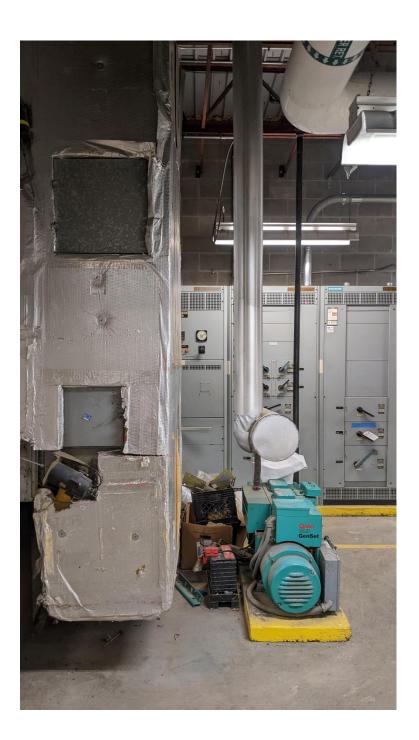
Mr. Mainelli,

The emergency generator at Aldrich Elementary was installed as part of the original building construction in 1994. This generator serves the building emergency lighting and fire alarm panel. The generator failed in November of 2023. The emergency power is currently being served by a portable roll-up generator.

This project includes the replacement of the generator as well as mechanical air exchange and gas connections required for proper ventilation and operation.

Photos of existing failed generator below for reference.





Agenda Item: Approval of Contract for South High School Pool and Domestic Boiler

Replacements

Meeting Date: March 4, 2024

Background/

Description: This is a summer project funded with the proceeds from the 2020 bond issue.

A representative from Morrissey Engineering will be present to answer any

questions.

Action Desired: It is recommended that the contract for the South High School Pool and Domestic

Boiler Replacements be awarded to Hayes Mechanical in the amount of \$378,600

and that the Chief Financial Officer be authorized to execute any and all

documents related to such project.

Policy /

Strategic Plan

Reference:

n/a

Responsible Person(s): Chad Meisgeier, Chief Financial Officer

Superintendent's Signature:

Jh Schuck



February 23, 2024

Millard Public Schools 5606 South 147th Street Omaha, NE 68137

Attn: Chad Meisgeier

Project #23413: MPS South HS Pool Boiler & DHW Upgrades

RE: Bid Proposals dated February 20, 2024

Chad:

Bids were received for the South HS Pool Boiler & DHW Upgrades project at the Support Services Center Conference Room on February 20, 2024 at 11:00 a.m. The project includes the replacement of the existing pool boiler, existing domestic hot water boilers, and domestic hot water mixing valves.

The original MPS budget allocation was \$250,000. Morrissey Engineering's estimate for the project cost was \$420,000.

Per the attached bid tab, three bids were received. The lowest bid was from Hayes Mechanical in the amount of \$378,600 (three hundred seventy-eight thousand six hundred dollars). Hayes Mechanical is an established contractor and has satisfactorily completed several projects in the Omaha area. Therefore, we recommend accepting Hayes Mechanical's bid for the project.

We are evaluating the voluntary substitution associated with the cost savings offered. Accepted or not, Hayes would remain the lowest bid provider.

Please advise me if you require any additional information.

Sincerely,

Nate Sheets, PE Mechanical Partner

Enclosure

cc: John Brennan - Millard Public Schools

PROJECT: MPS South HS Pool Boiler & DHW

Upgrades

 BID DATE:
 2/20/2024

 BID TIME:
 11:00 AM

 MEI PROJECT NO.:
 23413



BID TABULATION

BIDDER	Base Bid	Substantial Completion Date	Addendum #1	Bid Bond	Comments
Hayes Mechanical	\$378,600	July 28, 2024	N/A	Yes	Deduct Substitution (pool boiler) offered in the amount of \$20,496.
MMC Contractors	\$439,993	July 28, 2024	N/A	Yes	
Rasmussen Mechanical	\$399,894	July 28, 2024	N/A	Yes	

Bids for all labor and material as required to replace the Pool Boiler and DHW Boilers as described in construction documents dated 01/26/24.



memorandum

attn:John Brennanfrom:Nate Sheetscompany:Millard Public Schoolsdate:2/23/2024

project name: SHS Pool Boiler & DHW Upgrades

mei project: 23413

re: Project Narrative

John,

The pool boiler has exceeded its useful life. According to District Maintenance Staff, repairs are more frequent, and sourcing spare parts is getting more difficult. The system has no redundancy, so a boiler failure would impact pool use for an extended period of time.

This project includes the replacement of the boiler.

Photos of existing pool boiler below for reference.



One of the domestic water boilers has failed and cannot be repaired. Although the other boiler is operational, it is nearing the end of its useful life. In addition, the District has experienced several pipe failures due to undersized piping.

This project includes replacing both boilers and replacing piping to restore the system to reliable operation. The existing thermostatic mixing valves will be replaced with digital mixing valves to improve system control.

Photos of the existing system below for reference.







Agenda Item: Approval of Contract for West High School Track Replacement

Meeting Date: March 4, 2024

Background/

Description: This is a summer project funded with the proceeds from the 2020 bond issue.

A representative from Lamp Rynearson will be present to answer any questions.

Action Desired: It is recommended that the contract for the West High School Track Replacement

be awarded to Nemaha Sports Construction, LLC. in the amount of \$1,358,251.50

and that the Chief Financial Officer be authorized to execute any and all

documents related to such project.

Policy /

Strategic Plan

Reference:

n/a

Responsible Person(s): Chad Meisgeier, Chief Financial Officer

Superintendent's Signature:

In Schuck

February 23, 2024



14710 W. Dodge Rd., Ste. 100 Omaha, NE 68154 [P] 402.496.2498 [F] 402.496.2730 LampRynearson.com

Mr. Jeremy Madson Millard Public Schools Support Service Center 13906 F Street Omaha. NE 68137

REFERENCE: MPS West High School

Running Track Improvements 2024 Project No. 0123173.01-020/320

Dear Mr. Madson:

Enclosed are the tabulation of bids and a copy of the proposal of the low bidder for the Millard Public Schools, West High School Running Track Improvements 2024 project. The original project budget was \$1,500,000, and the engineer's estimate for the project was \$1,512,837.50. Nemaha Sports Construction, LLC. submitted the low bid of \$1,358,251.50.

The low bidder has previously successfully completed this type of work for our clients and is qualified to complete this project. We recommend award of the work to Nemaha Sports Construction, LLC.

Please inform us if award of the work is to be made, so we can make the necessary arrangements.

Sincerely,

LAMP RYNEARSON

D. Joe Oetken, P.E. Vice President

Enclosures

				NEMAHA SPORTS Construction, LLC		
ITEM		APPRO	XIMATE			
NO.	DESCRIPTION	QUAN	ITITY	UNIT PRICE	AMOUNT	
1	MOBILIZATION	1	LS	\$141,763.16	\$141,763.16	
2	SAW CUT - FULL DEPTH	100	LF	\$7.14	\$714.00	
3	REMOVE SIDEWALK	165	SF	\$2.38	\$392.70	
4	REMOVE ASPHALT TRACK, "D" AREA AND RUNWAYS PAVEMENT WITH SURFACING	5,785	SY	\$9.46	\$54,726.10	
5	FRAISE MOW (2"), STOCKPILE & RESPREAD TOPSOIL (1,000 CY X 2) - ESTABLISHED QUANTITY	2,000	CY	\$19.83	\$39,660.00	
6	EARTHWORK (EXCAVATION) - ESTABLISHED QUANTITY	150	CY	\$17.85	\$2,677.50	
7	EARTHWORK (BORROW) - HAUL IN - IN PLACE	485	CY	\$16.96	\$8,225.60	
8	CONSTRUCT POST-TENSIONED CONCRETE RUNNING TRACK	1	LS	\$597,783.31	\$597,783.31	
9	SUBGRADE PREPARATION	6,135	SY	\$1.73	\$10,613.55	
10	CONSTRUCT 5" BASE STONE (TRACK AND "D" AREA)	6,135	SY	\$13.79	\$84,601.65	
11	BASE MAT SURFACING (13MM) (TRACK OVAL, "D" AREA, AND RUNWAYS	55,220	SF	\$2.73	\$150,750.60	
12	PERMANENT PAINTED TRACK MARKINGS	1	LS	\$12,495.00	\$12,495.00	
13	FURNISH AND INSTALL STAINLESS STEEL POLE VAULT PLANTING BOX WITH LID	2	EA	\$2,310.16	\$4,620.32	
14	CONSTRUCT 4" PERFORATED COLLECTOR PIPE WITH FITTINGS AND GRAVEL FILL PIPE BEDDING	1,330	LF	\$21.55	\$28,661.50	
15	TAP EXISTING STORM	2	EA	\$566.81	\$1,133.62	
16	REMOVE STORM STRUCTURE AND CAP PIPES	1	LS	\$996.88	\$996.88	
17	RELOCATE STORM INLET TO 5' CLEAR FROM INSIDE OF TRACK	1	LS	\$1,709.42	\$1,709.42	
18	CONSTRUCT 5" PC CONCRETE SIDEWALK	85	SF	\$8.33	\$708.05	
19	CONSTRUCT 5" REINFORCED PC CONCRETE PAVEMENT	885	SY	\$118.50	\$104,872.50	
20	FURNISH, INSTALL, AND MAINTAIN SWPPP NOTIFICATION SIGN	1	EA	\$129.44	\$129.44	
21	STABILIZED CONSTRUCTION ENTRANCE	100	TN	\$57.12	\$5,712.00	
22	CONSTRUCT AREA INLET PROTECTION	15	EA	\$297.50	\$4,462.50	
23	INSTALL SEEDING - TYPE "A"	1	AC	\$9,815.53	\$9,815.53	
24	INSTALL SODDING TYPE "TURF TYPE FESCUE"	2.1	AC	\$29,784.08	\$62,546.57	
25	INSTALL ROLLED EROSION CONTROL, TYPE II	1,500	SY	\$2.32	\$3,480.00	
26	IRRIGATION SYSTEM MODIFICATION ALLOWANCE	1	LS	\$10,000.00	\$10,000.00	
27	UTILITY RELOCATION ALLOWANCE	1	LS	\$15,000.00	\$15,000.00	
	TOTAL BID AMOUNT				\$1,358,251.50	



14710 W. Dodge Rd., Ste. 100 Omaha, NE 68154 402.496.2498 LampRynearson.com

PROJECT MEMORANDUM

MPS - West High School Running Track and Playing Field Replacement

<u>Project Narrative:</u> Removal of existing asphalt running track (with rubber track surfacing) and replacement with post-tension PC concrete running track – matching line & grade. The natural grass playing field within the running track shall have the existing sod removed, the existing irrigation system removed, & the playing field re-graded, top-dressed, and resodded with a new irrigation system. The playing field is uneven & vegetation is inconsistent

Project Photos





Project Map:



Sincerely,

LAMP RYNEARSON, INC.

Joseph P. Zadina, P.E. Landscape Architecture and Planning Group Lead

Agenda Item: Approval of Contract for Keith Lutz Horizon High School Paving Replacement

Meeting Date: March 4, 2024

Background/

Description: This is a summer project funded with the proceeds from the 2020 bond issue.

A representative from Lamp Rynearson will be present to answer any questions.

Action Desired: It is recommended that the contract for the Keith Lutz Horizon High School

Paving Replacement be awarded to Swain Construction in the amount of

\$657,293.67 and that the Chief Financial Officer be authorized to execute any and

all documents related to such project.

Policy /

Strategic Plan n/a

Reference:

Responsible Person(s): Chad Meisgeier, Chief Financial Officer

Superintendent's Signature:

In Schuck

February 23, 2024



14710 W. Dodge Rd., Ste. 100 Omaha, NE 68154 [P] 402.496.2498 [F] 402.496.2730 LampRynearson.com

Mr. Jeremy Madson Millard Public Schools Support Service Center 13906 F Street Omaha, NE 68137

REFERENCE: MPS Horizon High School

Parking Lot Replacement 2024 Job No. 0123228.01-020/320

Dear Mr. Madson:

Enclosed are the tabulation of bids and a copy of the proposal of the low bidder for Millard Public Schools, Horizon High School Parking Lot Replacement 2024 project. The original project budget was \$675,000, and the engineer's estimate for the project was \$869,787.50. Swain Construction, Inc. submitted the low bid of \$657,293.67.

The low bidder has previously successfully completed this type of work for Millard Public Schools and is qualified to complete this project within the required time. We recommend award of the work to Swain Construction, Inc.

Please inform us if award of the work is to be made so we can make the necessary arrangements.

Sincerely,

LAMP RYNEARSON

D. Joe Oetken, P.E. Vice President

Enclosures

tb//L:\Engineering\0123228 MPS Horizon HS Paving Replacement Ph1\CONSTRUCTION\BIDPROP SWAIN 240223.docx

				SWAIN CON	STRUCTION	TR CONST	RUCTION	MACKIE COI	NSTRUCTION
ITEM NO.	DESCRIPTION	_	XIMATE NTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$5,600.00	\$5,600.00	\$13,740.00	\$13,740.00	\$12,581.00	\$12,581.00
2	INSTALL CONSTRUCTION ENTRANCE	1	EA	\$1,501.15	\$1,501.15	\$1,000.00	\$1,000.00	\$1,945.83	\$1,945.83
3	INSTALL SILT FENCE	100	LF	\$3.74	\$374.00	\$6.00	\$600.00	\$3.60	\$360.00
4	INSTALL INLET PROTECTION	9	EA	\$258.75	\$2,328.75	\$300.00	\$2,700.00	\$185.87	\$1,672.83
5	SAWCUT PAVEMENT	550	LF	\$3.28	\$1,804.00	\$2.73	\$1,501.50	\$4.43	\$2,436.50
6	REMOVE PAVEMENT	8,655	SY	\$5.35	\$46,304.25	\$5.67	\$49,073.85	\$4.43	\$38,341.65
7	REMOVE SIDEWALK	5,580	SF	\$0.57	\$3,180.60	\$0.72	\$4,017.60	\$1.01	\$5,635.80
8	REMOVE SIGN	4	EA	\$97.75	\$391.00	\$33.60	\$134.40	\$55.32	\$221.28
9	REMOVE, SALVAGE AND REINSTALL SIGN	1	EA	\$166.75	\$166.75	\$97.80	\$97.80	\$205.79	\$205.79
10	REMOVE CURB INLET TOP	6	EA	\$214.96	\$1,289.76	\$200.00	\$1,200.00	\$269.95	\$1,619.70
11	EARTHWORK	1,000	CY	\$11.50	\$11,500.00	\$12.00	\$12,000.00	\$13.37	\$13,370.00
12	EARTHWORK (HAUL-OFF)	560	CY	\$8.63	\$4,832.80	\$12.86	\$7,201.60	\$32.46	\$18,177.60
13	CONSTRUCT 7" CONCRETE PAVEMENT - TYPE L65	8,450	SY	\$52.52	\$443,794.00	\$56.00	\$473,200.00	\$54.25	\$458,412.50
14	CONSTRUCT 7" CONCRETE PAVEMENT - TYPE L85	200	SY	\$58.05	\$11,610.00	\$60.70	\$12,140.00	\$61.06	\$12,212.00
15	CONSTRUCT 5" PCC SIDEWALK	5,055	SF	\$6.07	\$30,683.85	\$5.47	\$27,650.85	\$6.20	\$31,341.00
16	CONSTRUCT DETECTABLE WARNING PANEL	72	SF	\$26.55	\$1,911.60	\$38.60	\$2,779.20	\$39.20	\$2,822.40
17	CONSTRUCT 5" PCC CURB RAMP	560	SF	\$7.71	\$4,317.60	\$8.83	\$4,944.80	\$7.39	\$4,138.40
18	SUBGRADE PREPARATION	10,200	SY	\$2.35	\$23,970.00	\$1.18	\$12,036.00	\$2.22	\$22,644.00

LAMP RYNEARSON JOB NO.0123228.01-020/320 ENGINEER: ZADINA/OSWALD

				SWAIN CONSTRUCTION		TR CONSTRUCTION		MACKIE CONSTRUCTION	
ITEM		APPRO	XIMATE						
NO.	DESCRIPTION	QUAI	YTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
19	UNSUITABLE SUBGRADE	200	CY	\$18.87	\$3,774.00	\$37.50	\$7,500.00	\$65.75	\$13,150.00
20	DRILL AND EPOXY NO. 5 X 18" TIE BARS AT 48" CENTERS	33	EA	\$7.44	\$245.52	\$25.40	\$838.20	\$7.42	\$244.86
21	CONSTRUCT CURB INLET TOP	6	EA	\$3,649.09	\$21,894.54	\$2,840.00	\$17,040.00	\$2,428.44	\$14,570.64
	CONSTRUCT PIPE BOLLARD WITH DUAL SIDED ADA ACCESSIBLE								
22	SIGNAGE	4	EA	\$1,667.50	\$6,670.00	\$732.00	\$2,928.00	\$529.61	\$2,118.44
23	PERMANENT PAINTED PAVEMENT MARKING - 4" YELLOW SOLID	4,000	LF	\$0.92	\$3,680.00	\$0.84	\$3,360.00	\$1.67	\$6,680.00
				·		-	· ·		· ·
	PAINTED ACCESSIBLE STALL MARKINGS	8	EA	\$201.25	. ,	\$195.00	\$1,560.00		\$442.56
25	2'X5' WHITE PAINTED CROSSWALK MARKINGS	75	LF	\$14.66	\$1,099.50	\$4.20	\$315.00	\$5.54	\$415.50
26	INSTALL SEEDING - TYPE "A"	0.10	AC	\$8,625.00	\$862.50	\$22,200.00	\$2,220.00	\$16,595.25	\$1,659.53
07	INCTALL DOLLED EDOCION CONTROL TVDE II	F00	0)/	60.00	Å1 1F0 00	Å1.C0	0010.00	60.00	Ó1 110 00
27	INSTALL ROLLED EROSION CONTROL, TYPE II	500	SY	\$2.30			\$810.00		\$1,110.00
28	REMOVE SILT FENCE	100	LF	\$2.30		\$1.20			\$111.00
29	REMOVE INLET PROTECTION	9 EA		\$57.50	·		\$378.00	\$55.32	\$497.88
30	CONTINGENCY ALLOWANCE	l l	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
	TOTAL BID AMOUNT	\$657,293.67		\$683,086.80		\$689,138.69			

UNITED UTILITIES		METRO DRIVEWAY		CORE CONSTRUCTION LLC		HEARTLAND		VAN WINKLE/LAKEVIEW		CORN FED	
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
\$12,000.00	\$12,000.00	\$21,970.00	\$21,970.00	\$4,060.00	\$4,060.00	\$24,120.65	\$24,120.65	\$23,000.00	\$23,000.00	\$35,234.00	\$35,234.00
\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$3,480.00	\$3,480.00	\$1,934.66	\$1,934.66	\$1,750.00	\$1,750.00	\$3,150.00	\$3,150.00
\$3.00	\$300.00	\$4.00	\$400.00	\$4.40		\$5.50		\$3.00	\$300.00	\$5.25	\$525.00
\$80.00	\$720.00	\$125.00	\$1,125.00	\$165.00		\$275.00	-	\$150.00	\$1,350.00	\$262.50	\$2,362.50
\$4.00	\$2,200.00	\$4.50	\$2,475.00	\$3.85	\$2,117.50	\$5.97	\$3,283.50	\$5.00	\$2,750.00	\$3.68	\$2,024.00
\$4.95	\$42,842.25	\$4.50	\$38,947.50	\$5.50	\$47,602.50 \$ 3,375.90	\$4.36	\$37,735.80	\$5.85	\$50,631.75	\$4.73	\$40,938.15
\$0.50	\$2,790.00	\$0.50	\$2,790.00	\$0.61	\$3,403.80	\$1.00	\$5,580.00	\$0.50	\$2,790.00	\$0.58	\$3,236.40
\$100.00	\$400.00	\$25.00	\$100.00	\$55.00	\$220.00	\$93.50	\$374.00	\$100.00	\$400.00	\$52.50	\$210.00
\$150.00	\$150.00	\$50.00	\$50.00	\$137.50	\$137.50	\$159.50	\$159.50	\$100.00	\$100.00	\$157.50	\$157.50
\$200.00	\$1,200.00	\$200.00	\$1,200.00	\$550.00	\$3,300.00	\$440.00	\$2,640.00	\$200.00	\$1,200.00	\$525.00	\$3,150.00
\$5.00	\$5,000.00	\$8.00	\$8,000.00	\$8.80		\$13.17	\$13,170.00	\$6.00	\$6,000.00	\$8.40	\$8,400.00
\$10.00	\$5,600.00	\$13.00	\$7,280.00	\$11.00	\$6,160.00	\$31.98	\$17,908.80	\$15.00	\$8,400.00	\$10.50	\$5,880.00
					\$ 507,228.15						
\$58.50	\$494,325.00	\$59.50	\$502,775.00	\$60.03	\$507,253.50	\$59.32	\$501,254.00	\$63.00	\$532,350.00	\$59.46	\$502,437.00
					\$ 12,005.40						
\$58.50	\$11,700.00	\$62.73	\$12,546.00	\$60.03	\$12,006.00	\$70.51	\$14,102.00	\$65.00	\$13,000.00	\$63.27	\$12,654.00
\$4.75	\$24,011.25	\$6.50	\$32,857.50	\$6.05	\$30,582.75	\$5.83	\$29,470.65	\$5.95	\$30,077.25	\$7.14	\$36,092.70
\$50.00	\$3,600.00	\$7.50	\$540.00	\$11.00	\$792.00	\$27.50	\$1,980.00	\$40.00	\$2,880.00	\$32.21	\$2,319.12
\$5.00	\$2,800.00	\$7.00	\$3,920.00	\$11.00		\$6.48	\$3,628.80	\$6.00	\$3,360.00	\$6.68	\$3,740.80
\$2.50	\$25,500.00	\$1.80	\$18,360.00	\$4.40	\$44,880.00	\$2.66	\$27,132.00	\$2.50	\$25,500.00	\$4.20	\$42,840.00

LAMP RYNEARSON JOB NO.0123228.01-020/320 ENGINEER: ZADINA/OSWALD ADDENDUMS ISSUED_0_ FEB 21, 2024 PAGE 4

UNITED U	ITILITIES	METRO DRIVEWAY		CORE CONSTRUCTION LLC		HEARTLAND		VAN WINKLE/LAKEVIEW		CORN FED	
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
\$25.00	\$5,000.00	\$22.00	\$4,400.00	\$33.00	\$6,600.00	\$64.77	\$12,954.00	\$12.00	\$2,400.00	\$31.50	\$6,300.00
\$30.00	\$990.00	\$6.00	\$198.00	\$1.10	\$36.30	\$15.52	\$512.16	\$5.00	\$165.00	\$3.52	\$116.16
\$1,800.00	\$10,800.00	\$3,000.00	\$18,000.00	\$1,628.00	\$9,768.00	\$2,250.13	\$13,500.78	\$2,800.00	\$16,800.00	\$2,928.00	\$17,568.00
\$100.00	\$400.00	\$350.00	\$2,100.00 \$1,400.00	\$423.50	\$1,694.00	\$1,595.00	\$6,380.00	\$300.00	\$1,200.00	\$937.14	\$3,748.56
\$3.00	\$12,000.00	\$1.00	\$4,000.00	\$55.00	\$ 220.00 \$220,000.00	\$0.88	\$3,520.00	\$1.00	\$4,000.00	\$1.05	\$4,200.00
\$200.00	\$1,600.00	\$50.00	\$400.00	\$1.65	\$1,100.00 \$13.20	\$192.50	\$1,540.00	\$150.00	\$1,200.00	\$262.50	\$2,100.00
\$3.00	\$225.00	\$5.00	\$375.00	\$2.20	\$165.00	\$14.03	\$1,052.25	\$30.00	\$2,250.00	\$10.50	\$787.50
\$8,000.00	\$800.00	\$0.25	\$1,089.00 \$0.03	\$2,800.00	\$2,800.00 \$280.00	\$20,350.00	\$2,035.00	\$12,000.00	\$1,200.00	\$19,425.00	\$1,942.50
.					\$ 1,182.50		4			•	
\$1.50	\$750.00	\$2.00	\$1,000.00	\$2.37	\$1,185.00			\$3.00	\$1,500.00	\$1.42	\$710.00
\$1.00	\$100.00	\$0.85	\$85.00	\$2.20	\$220.00	\$1.10			\$100.00		
\$20.00	\$180.00	\$10.00	\$90.00	\$60.50	\$544.50	\$55.00	\$495.00	\$5.00	\$45.00	\$52.50	
\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
			\$ 707,573.00		\$733,537.00				\$756,699.00		
	\$689,483.50		\$705,784.03		\$943,386.55		\$750,343.55		\$756,699.00		\$763,401.39

B & W 0	CO INC	DP	SLLC
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
\$1,000.00	\$1,000.00	\$3,600.00	\$3,600.00
\$4.00	\$4.00 \$400.00	\$5.00	\$500.00
\$400.00	\$3,600.00	\$180.00	\$1,620.00
\$400.00	\$2,200.00	\$180.00	\$1,020.00
\$4.00		Ş 4 .20	ŞZ,310.00
	\$8,666.00		
\$1.00	\$8,655.00	\$6.00	\$51,930.00
61.00	ÅF F00 00	40.66	<u> </u>
\$1.00	\$5,580.00	\$0.66	\$3,682.80
\$100.00	\$400.00 \$300.00	\$250.00	\$1,000.00
\$300.00 \$300.00		\$500.00 \$600.00	\$500.00
\$300.00	\$1,800.00 \$10,000.00	\$9.60	\$3,600.00 \$9,600.00
\$10.00	\$5,600.00	\$12.00	\$6,720.00
\$10.00	\$5,000.00	\$12.00	\$0,120.00
\$85.00	\$718,250.00	\$77.60	\$655,720.00
\$95.00	\$19,000.00	\$98.50	\$19,700.00
\$6.50	\$32,857.50	\$5.00	\$25,275.00
\$56.00	\$4,032.00	\$37.50	\$2,700.00
\$12.00	\$6,720.00	\$15.00	\$8,400.00
\$1.00	\$10,200.00	\$4.80	\$48,960.00

MPS - HORIZON HIGH SCHOOL PARKING LOT REPLACEMENT 2024

LAMP RYNEARSON JOB NO.0123228.01-020/320 ENGINEER: ZADINA/OSWALD ADDENDUMS ISSUED_0_ FEB 21, 2024 PAGE 6

B & W C	CO INC	DPS LLC				
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT			
\$10.00	\$2,000.00	\$36.00	\$7,200.00			
\$10.00	\$330.00	\$15.00	\$495.00			
\$3,500.00	\$21,000.00	\$3,500.00	\$21,000.00			
\$2,500.00	\$10,000.00	\$840.00	\$3,360.00			
\$2.55	\$10,200.00	\$1.00	\$4,000.00			
\$250.00 \$55.00	\$2,000.00 \$4,125.00	\$300.00 \$1.00	\$2,400.00 \$75.00			
\$55.00	\$4,125.00	\$1.00	\$15.00			
\$3,800.00	\$380.00	\$6,500.00	\$650.00			
\$2.00	\$1,000.00	\$8.00	\$4,000.00			
\$3.00	\$300.00	\$5.00	\$500.00			
\$50.00	\$450.00	\$50.00	\$450.00			
\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00			
	\$904,379.50		\$919,947.80			



14710 W. Dodge Rd., Ste. 100 Omaha, NE 68154 402.496.2498 LampRynearson.com

PROJECT MEMORANDUM

MPS - Horizon High School Paving Replacement 2024

<u>Project Narrative:</u> Removal of existing PC concrete parking lot, re-grading as required to meet ADA standards for parking & access, and then replacement with PC concrete. Pavement is degraded and the joints are badly deteriorating.

Project Photos





Project Map:



Sincerely,

LAMP RYNEARSON, INC.

Joseph P. Zadina, P.E. Landscape Architecture and Planning Group Lead

Agenda Item: Approval of Contract for Reeder Elementary School Hard Surface Replacement

Meeting Date: March 4, 2024

Background/

Description: This is a summer project funded with the proceeds from the 2020 bond issue.

A representative from Lamp Rynearson will be present to answer any questions.

Action Desired: It is recommended that the contract for the Reeder Elementary School Hard

Surface Replacement be awarded to Van Winkle Construction Services in the amount of \$87,860 and that the Chief Financial Officer be authorized to execute

any and all documents related to such project.

Policy /

Strategic Plan n/a

Reference:

Responsible Person(s): Chad Meisgeier, Chief Financial Officer

Superintendent's Signature:

In Schuck

February 23, 2024



14710 W. Dodge Rd., Ste. 100 Omaha, NE 68154 [P] 402.496.2498 [F] 402.496.2730 LampRynearson.com

Mr. Jeremy Madson Millard Public Schools Support Service Center 13906 F Street Omaha, NE 68137

REFERENCE: MPS Reeder Elementary School

Hard Surface Play Replacement 2024

Job No. 0123182.01-020/320

Dear Mr. Madson:

Enclosed are the tabulation of bids and a copy of the proposal of the low bidder for Millard Public Schools, Hard Surface Play Replacement 2024 project. The original project budget was \$200,000.00 and the engineer's estimate for the project was \$95,760.00. Van Winkle Construction Services LLC dba Lakeview Construction submitted the low bid of \$87,860.00.

The low bidder has previously successfully completed this type of work for Millard Public Schools and is qualified to complete this project within the required time. We recommend award of the work to Lakeview Construction.

Please inform us if award of the work is to be made so we can make the necessary arrangements.

Sincerely,

LAMP RYNEARSON

D. Joe Oetken, P.E. Vice President

Enclosures

tb//L:\Engineering\0123182 MPS Reeder Hard Surface Play Replacement\CONSTRUCTION\BIDPROP LAKEVIEW 240223.docx

LAMP RYNEARSON JOB NO.0123182.01-020/320 ENGINEER: ZADINA/KASPAR

		VAN WINKI			(LE/LAKEVIEW DPS		SLLC	MACKIE CONSTRUCTION	
ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$2,600.00	\$2,600.00	\$3,500.00	\$3,500.00	\$8,546.53	\$8,546.53
2	UTILITY RELOCATION ALLOWANCE	1	LS	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
3	EXPLORATORY EXCAVATION	1	LS	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$1,728.90	\$1,728.90
4	REMOVE PAVEMENT	840	SY	\$7.75	\$6,510.00	\$10.02	\$8,416.80	\$12.97	\$10,894.80
5	REMOVE SIDEWALK	1225	SF	\$1.00	\$1,225.00	\$1.08	\$1,323.00	\$1.85	\$2,266.25
6	REMOVE, SALVAGE AND REINSTALL BIKE RACK	1	LS	\$100.00	\$100.00	\$600.00	\$600.00	\$676.01	\$676.01
7	REMOVE, SALVAGE AND REINSTALL BENCH	1	LS	\$100.00	\$100.00	\$550.00	\$550.00	\$676.01	\$676.01
8	SAWCUT PAVEMENT - FULL DEPTH	50	LF	\$5.00	\$250.00	\$12.00	\$600.00	\$4.62	\$231.00
9	REMOVE AND REPLACE UNSUITABLE SUBGRADE	30	CY	\$30.00	\$900.00	\$42.00	\$1,260.00	\$63.40	\$1,902.00
10	SUBGRADE PREPARATION	1000	SY	\$3.00	\$3,000.00	\$6.00	\$6,000.00	\$4.62	\$4,620.00
11	EARTHWORK (BARROWED)	55	СУ	\$15.00	\$660.00 \$825.00	\$18.00	\$990.00	\$46.11	\$2,536.05
12	6" CONCRETE PAVEMENT - TYPE L65	835	SY	\$57.00	\$47,595.00	\$70.00	\$58,450.00	\$61.81	\$51,611.35
13	CONSTRUCT 5" PC CONCRETE SIDEWALK	1220	SF	\$6.50	\$7,930.00	\$5.00	\$6,100.00	\$6.91	\$8,430.20
14	CONSTRUCT PERMANENT PAINT MARKING - 2" WHITE	1165	LF	\$5.00	\$5,825.00	\$2.80	\$3,262.00	\$4.44	\$5,172.60
15	CONSTRUCT INLET PROTECTION	2	EA	\$200.00	\$400.00	\$250.00	\$500.00	\$288.15	\$576.30
16	CONSTRUCT SILT FENCE	100	LF	\$5.00	\$500.00	\$5.00	\$500.00	\$3.75	\$375.00
17	REMOVE SILT FENCE	100	LF	\$1.00	\$100.00	\$2.50	\$250.00	\$1.74	\$174.00
18	SEEDING, TYPE "SUPERTURF I LS"	0.25	AC	\$8,000.00	\$2,000.00	\$7,200.00	\$1,800.00	\$8,644.50	\$2,161.13
		\$87,695.00				I			
	TOTAL BID AMOUNT				\$87,860.00		\$102,801.80		\$110,078.13



14710 W. Dodge Rd., Ste. 100 Omaha, NE 68154 402.496.2498 LampRynearson.com

PROJECT MEMORANDUM

MPS - Reeder Elementary Hard Surface Play Area Replacement

<u>Project Narrative:</u> Removal of existing asphalt pavement and replacement with PC concrete pavement. Existing play equipment and benches to remain protected in place.

Project Photos





Project Map:



Sincerely,

LAMP RYNEARSON, INC.

Joseph P. Zadina, P.E. Landscape Architecture and Planning Group Lead

Agenda Item: Approval of Contract for Sandoz Elementary School Paving Replacement

Meeting Date: March 4, 2024

Background/

Description: This is a summer project funded with the proceeds from the 2020 bond issue.

A representative from Lamp Rynearson will be present to answer any questions.

Action Desired: It is recommended that the contract for the Sandoz Elementary School Paving

Replacement be awarded to TR Construction in the amount of \$251,241.30 and that the Chief Financial Officer be authorized to execute any and all documents

related to such project.

Policy /

Strategic Plan

Reference:

n/a

Responsible Person(s): Chad Meisgeier, Chief Financial Officer

Superintendent's Signature:

In Schuck

February 23, 2024

LAMP RYNEARSON

14710 W. Dodge Rd., Ste. 100 Omaha, NE 68154 [P] 402.496.2498 [F] 402.496.2730 LampRynearson.com

Mr. Jeremy Madson Millard Public Schools Support Service Center 13906 F Street Omaha. NE 68137

REFERENCE: MPS Sandoz Elementary School

Paving Replacement 2024

Project No. 0123213.01-020/320

Dear Mr. Madson:

Enclosed are the tabulation of bids and a copy of the proposal of the low bidder for the Millard Public Schools, Sandoz Elementary Paving Replacement 2024 project. The original project budget was \$350,000 and the engineer's estimate for the project was \$349,494.00. TR Construction submitted the low bid of \$251,241.30.

The low bidder has previously successfully completed this type of work for our clients and is qualified to complete this project. We recommend award of the work to TR Construction.

Please inform us if award of the work is to be made, so we can make the necessary arrangements.

Sincerely,

LAMP RYNEARSON

D. Joe Oetken, P.E. Vice President

Enclosures

LAMP RYNEARSON JOB NO.0123213.01-020/320 ENGINEER: ZADINA/BUCKLAND

ADDENDUMS ISSUED_0_ FEB 20, 2024 PAGE 1

							TR CONSTRUCTION				UNITED UTII		SWAIN CONSTRUCTION	
ITEM	DESCRIPTION	APPROX		IIIII PRIOF	ALAOUNT	LINUT DDIOS	AMOUNT	LINUT DDIOF	ALAGUNT					
NO.	DESCRIPTION	QUAN	ТІТҮ	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT					
1	MOBILIZATION	1	LS	\$5,000.00	\$5,000.00	\$6,200.00	\$6,200.00	\$6,000.00	\$6,000.00					
2	CONTINGENCY ALLOWANCE	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00					
3	EXPLORATORY EXCAVATION	10	HR	\$164.00	\$1,640.00	\$150.00	\$1,500.00	\$275.00	\$2,750.00					
4	CONSTRUCT ROCK ACCESS ROAD	100	TN	\$20.00	\$2,000.00	\$25.00	\$2,500.00	\$44.12	\$4,412.00					
5	SAWCUT - FULL DEPTH	235	LF	\$4.88	\$1,146.80	\$4.00	\$940.00	\$3.36	\$789.60					
6	REMOVE AND REINSTALL SIGNS	2	EA	\$96.00	\$192.00	\$100.00	\$200.00	\$126.00	\$252.00					
7	REMOVE PAVEMENT	2,720	SY	\$7.00	\$19,040.00	\$4.95	\$13,464.00	\$5.49	\$14,932.80					
8	REMOVE SIDEWALK	3,215	SF	\$0.98	\$3,150.70	\$0.55	\$1,768.25	\$0.59	\$1,896.85					
9	SUBGRADE PREPARATION	2,730	SY	\$2.47	\$6,743.10	\$2.50	\$6,825.00	\$2.39	\$6,524.70					
10	EARTHWORK-HAUL OFF (ASSUMED)	100	CY	\$20.30	\$2,030.00	\$8.00	\$800.00	\$8.77	\$877.00					
11	REMOVE AND REPLACE UNSUITABLE MATERIAL (ASSUMED)	50	CY	\$64.70	\$3,235.00	\$30.00	\$1,500.00	\$19.53	\$976.50					
12	7" CONCRETE PAVEMENT - TYPE L65 WITH 6" INTEGRAL CURB	2,730	SY	\$56.80	\$155,064.00	\$61.00	\$166,530.00	\$57.78	\$157,739.40					
13	CONSTRUCT 5" PCC SIDEWALK	4,500	SF	\$5.52	\$24,840.00	\$5.00	\$22,500.00	\$6.36	\$28,620.00					
14	CONSTRUCT DETECTABLE WARNING PANEL	32	SF	\$38.10	\$1,219.20	\$50.00	\$1,600.00	\$27.00	\$864.00					
15	CONSTRUCT 7" PCC CURB RAMP	290	SF	\$10.70	\$3,103.00	\$5.00	\$1,450.00	\$10.04	\$2,911.60					
16	DRILL AND EPOXY NO. 5 X 30" TIE BARS AT 36" CENTERS	65	EA	\$21.40	\$1,391.00	\$30.00	\$1,950.00	\$9.68	\$629.20					
17	PERMANENT PAINTED PAVEMENT MARKING - 4" WHITE SOLID	1,500	LF	\$0.98	\$1,470.00	\$3.00	\$4,500.00	\$0.90	\$1,350.00					
18	PERMANENT PAINTED CURB - YELLOW	75	LF	\$3.54	\$265.50	\$10.00	\$750.00	\$2.52	\$189.00					
19	INSTALL TRAFFIC POSTS AND SIGNS	1	LS	\$245.00	\$245.00	\$200.00	\$200.00	\$510.00	\$510.00					

MPS - SANDOZ ELEMENTARY SCHOOL PAVING REPLACEMENT 2024

LAMP RYNEARSON JOB NO.0123213.01-020/320 ENGINEER: ZADINA/BUCKLAND

ADDENDUMS ISSUED_0_ FEB 20, 2024 PAGE 2

				TR CONST	RUCTION	UNITED UTI	_	SWAIN CON	STRUCTION
ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
20	BARRICADING	1	LS	\$590.00	\$590.00	\$500.00	\$500.00	\$2,160.00	\$2,160.00
21	CONSTRUCT SILT FENCE	175	LF	\$5.90	\$1,032.50	\$3.00	\$525.00	\$3.60	\$630.00
22	REMOVE SILT FENCE	175	LF	\$1.18	\$206.50	\$1.50	\$262.50	\$1.80	\$315.00
23	ROLLED EROSION CONTROL, TYPE II	100	SY	\$1.59	\$159.00	\$1.00	\$100.00	\$4.80	\$480.00
24	CONSTRUCT INLET PROTECTION	1	EA	\$295.00	\$295.00	\$150.00	\$150.00	\$330.00	\$330.00
25	INSTALL SEEDING - TYPE "A"	0.1	AC	\$21,830.00	\$2,183.00	\$8,000.00	\$800.00	\$18,000.00	\$1,800.00
	TOTAL BID AMOUNT				\$251,241.30		\$252,514.75		\$252,939.65

LAMP RYNEARSON JOB NO.0123213.01-020/320 ENGINEER: ZADINA/BUCKLAND

	METRO DRIVEWAY REPLACEMENT		CARLEY CONSTRUCTION		VAN WINKLE/ LAKEVIEW		MACKIE CONSTRUCTION		FLAND	CORE CONSTRUCTION	
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$9,732.69	\$9,732.69	\$21,820.00	\$21,820.00	\$4,130.00	\$4,130.00
\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
\$175.00	\$1,750.00	\$150.00	\$1,500.00	\$100.00	\$1,000.00	\$150.00	\$1,500.00	\$287.50	\$2,875.00	\$295.00	\$2,950.00
\$25.00	\$2,500.00	\$27.00	\$2,700.00	\$35.00	\$3,500.00	\$45.87	\$4,587.00	\$34.50	\$3,450.00	\$35.40	\$3,540.00
\$5.00	\$1,175.00	\$3.00	\$705.00	\$5.00	\$1,175.00	\$5.26	\$1,236.10	\$4.60	\$1,081.00	\$4.72	\$1,109.20
\$50.00	\$100.00	\$115.00	\$230.00	\$100.00	\$200.00	\$100.00	\$200.00	\$120.75	\$241.50	\$118.00	\$236.00
\$6.75	\$18,360.00	\$7.00	\$19,040.00	\$6.49	\$17,652.80	\$8.37	\$22,766.40	\$6.90	\$18,768.00	\$7.67	\$20,939.10 \$20,862.40
											\$3,687.50
\$0.75	\$2,411.25	\$1.00	\$3,215.00	\$1.00	\$3,215.00	\$1.03	\$3,311.45	\$0.58	\$1,864.70	\$1.18	\$3,793.70
\$1.90	\$5,187.00	\$3.00	\$8,190.00	\$3.45	\$9,418.50	\$4.21	\$11,493.30	\$5.75	\$15,697.50	\$5.90	\$16,107.00
\$13.00	\$1,300.00	\$20.00	\$2,000.00	\$15.00	\$1,500.00	\$100.69	\$10,069.00	\$17.25	\$1,725.00	\$17.70	\$1,770.00
\$22.00	\$1,100.00	\$45.00	\$2,250.00	\$30.00	\$1,500.00	\$40.84	\$2,042.00	\$34.50	\$1,725.00	\$35.40	\$1,770.00
\$59.50	\$162,435.00	\$61.00	\$166,530.00	\$65.00	\$177,450.00	\$61.38	\$167,567.40	\$61.88	\$168,932.40	\$74.34	\$202,948.20
\$6.50	\$29,250.00	\$6.15	\$27,675.00	\$6.47	\$29,115.00	\$7.19	\$32,355.00	\$6.42	\$28,890.00	\$6.49	\$29,205.00
\$7.50	\$240.00	\$55.00	\$1,760.00	\$40.00	\$1,280.00	\$32.30	\$1,033.60	\$28.75	\$920.00	\$11.80	\$377.60
\$7.00	\$2,030.00	\$8.40	\$2,436.00	\$8.00	\$2,320.00	\$9.47	\$2,746.30	\$10.54	\$3,056.60	\$11.80	\$3,422.00
											\$76.10
\$6.00	\$390.00	\$6.30	\$409.50	\$6.00	\$390.00	\$7.36	\$478.40	\$14.26	\$926.90	\$1.18	\$76.70
\$1.00	\$1,500.00		\$1,170.00	\$1.25	\$1,875.00	\$2.14	\$3,210.00	\$0.86	\$1,290.00	\$1.77	\$2,655.00
					\$525.00						
\$1.30	\$97.50	\$2.25	\$168.75	\$3.00	\$225.00	\$2.62	\$196.50	\$2.42	\$181.50	\$3.54	\$265.50
\$500.00	\$500.00	\$450.00	\$450.00	\$500.00	\$500.00	\$300.00	\$300.00	\$977.50	\$977.50	\$501.50	\$501.50

LAMP RYNEARSON JOB NO.0123213.01-020/320 ENGINEER: ZADINA/BUCKLAND

ADDENDUMS ISSUED_0_ FEB 20, 2024 PAGE 4

METRO DRIVEWAY REPLACEMENT		CARLEY CONSTRUCTION VAN W		VAN WINKLE	WINKLE/ LAKEVIEW MACKIE CON		NSTRUCTION HEART		ΓLAND	CORE CONS	STRUCTION
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
							\$790.42				
\$250.00	\$250.00	\$1,900.00	\$1,900.00	\$1,500.00	\$1,500.00	\$790.70	\$790.70	\$2,070.00	\$2,070.00	\$2,950.00	\$2,950.00
\$4.00	\$700.00	\$4.00	\$700.00	\$5.00	\$875.00	\$3.48	\$609.00	\$5.75	\$1,006.25	\$4.72	\$826.00
\$0.85	\$148.75	\$1.00	\$175.00	\$1.00	\$175.00	\$1.74	\$304.50	\$1.15	\$201.25	\$2.36	\$413.00
											\$ 253.70
\$10.00	\$1,000.00	\$3.00	\$300.00	\$10.00	\$1,000.00	\$4.64	\$464.00	\$1.55	\$155.00	\$2.54	\$254.00
\$125.00	\$125.00	\$130.00	\$130.00	\$300.00	\$300.00	\$318.83	\$318.83	\$287.50	\$287.50	\$354.00	\$354.00
	\$1089.00				\$500.00						\$ 2,800.00
\$0.25	\$0.03	\$4,000.00	\$400.00	\$5,000.00	\$500.00	\$17,390.70	\$1,739.07	\$18,500.00	\$1,850.00	\$2,800.00	\$280.00
	\$258,638.50				\$286,966.30		\$294,050.96		\$ 295,270.10		\$318,287.00
	\$257,549.53		\$269,034.25		\$273,166.30		\$294,051.24		\$294,992.60		\$315,796.80

DPS,	LLC	CORM	I FED	B&W C	O, INC.
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
\$7,200.00	\$7,200.00	\$33,122.88	\$33,122.88	\$1,500.00	\$1,500.00
\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
\$300.00	\$3,000.00	\$287.50	\$2,875.00	\$250.00	\$2,500.00
\$36.00	\$3,600.00	\$34.50	\$3,450.00	\$22.00	\$2,200.00
\$5.00	\$1,175.00	\$4.60	\$1,081.00	\$5.00	\$1,175.00
\$150.00	\$300.00	\$172.50	\$345.00	\$200.00	\$400.00
\$7.20	\$19,584.00	\$5.75	\$15,640.00	\$3.85	\$10,472.00
\$0.65	\$2,089.75	\$0.58	\$1,864.70	\$2.50	\$8,037.50
\$6.00	\$16,380.00	\$5.75	\$15,697.50	\$1.00	\$2,730.00
\$18.00	\$1,800.00	\$17.25	\$1,725.00	\$2.00	\$200.00
\$36.00	\$1,800.00	\$34.50	\$1,725.00	\$10.00	\$500.00
\$77.60	\$211,848.00	\$68.98	\$188,315.40	\$89.00	\$242,970.00
\$5.00	\$22,500.00	\$6.40	\$28,800.00	\$6.96	\$31,320.00
\$37.50	\$1,200.00	\$33.65	\$1,076.80	\$40.00	\$1,280.00
\$15.00	\$4,350.00	\$9.09	\$2,636.10	\$12.50	\$3,625.00
\$15.00	\$975.00	\$5.50	\$357.50	\$10.00	\$650.00
\$1.00	\$1,500.00	\$1.15	\$1,725.00	\$2.54	\$3,810.00
·				<u> </u>	
\$1.00	\$75.00	\$5.75	\$431.25	\$5.00	\$375.00
\$500.00	\$500.00	\$1,725.00	\$1,725.00	\$400.00	\$400.00

DPS,	LLC	CORN	I FED	B&W CO, INC.		
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
\$1,500.00	\$1,500.00	\$3,691.50	\$3,691.50	\$1,200.00	\$1,200.00	
\$5.00	\$875.00	\$3.45	\$603.75	\$4.00	\$700.00	
\$5.00	\$875.00	\$1.15	\$201.25	\$1.00	\$175.00	
\$8.00	\$800.00	\$5.75	\$575.00	\$6.00	\$600.00	
\$500.00	\$500.00	\$575.00	\$575.00	\$425.00	\$425.00	
		_	_			
\$6,500.00	\$650.00	\$11,500.00	\$1,150.00	\$3,500.00	\$350.00	
	\$320,076.75		\$324,389.63		\$332,594.50	



14710 W. Dodge Rd., Ste. 100 Omaha, NE 68154 402.496.2498 LampRynearson.com

PROJECT MEMORANDUM

MPS - Sandoz Elementary School Paarking Lot Replacement 2024

<u>Project Narrative:</u> Removal of existing PC concrete parking lot and replacement with PC concrete. Pavement is degraded and the joints are badly deteriorating.

Project Photos





Project Map:



Sincerely,

LAMP RYNEARSON, INC.

Joseph P. Zadina, P.E. Landscape Architecture and Planning Group Lead

AGENDA SUMMARY SHEET

Agenda Item: Project Harmony – Connections Memorandum of Understanding

Meeting Date: March 4, 2024

Background/
Description: Connection Student Wellness MOU.

Action Desired: Approval

Policy / Strategic Plan Reference: N/A

Bill Jelkin, Student Services

Superintendent's Signature:

Responsible Person(s):

AGREEMENT

THIS AGREEMENT is made and entered into as of the last date below written, by and between Millard Public Schools and Connections at Project Harmony (Connections), a Nebraska not-for-profit corporation.

WITNESSETH:

WHEREAS, Connections is working to identify children with mental health needs and is establishing a network of providers to help those children and their families obtain mental health services; and

WHEREAS, the District recognizes that offering mental health and/or counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows.

ARTICLE I - Services

- 1.1 <u>Services</u>. Connections agrees to provide mental health programs and services (Services) to students of the District pursuant to terms and conditions set forth in Exhibit A, which is attached hereto and incorporated by reference. The District agrees to provide to Connections access to District facilities to enable the Practitioners and Therapists who are contracted by Connections.
- 1.2 <u>Service Providers and Qualifications.</u> All Practitioners and Therapists who provide Services pursuant to this Agreement shall meet the requirements and qualifications established by Connections as set forth in Exhibit B, which is attached hereto and incorporated by reference. In addition, each Practitioner or Therapist shall have passed a background check within the past twelve (12) months in order to be permitted to provide Services on District property.
- 1.3 Access to District Facilities. The District shall provide the necessary use of facilities for Connections to provide Services under this Agreement. Connections shall be responsible for providing any equipment, materials, supplies and other personal property that may be necessary to provide Services under this Agreement. Practitioners will be allowed to keep limited supplies on-site with prior permission from the District. Unless otherwise agreed to in writing, the District shall be responsible for facility costs, such as utilities and maintenance. Connections, the Practitioner, or Practitioner Agency shall also be solely responsible for any of its own operating costs to provide Services, including any costs for compensation, wages, benefits and insurance.
- 1.4 <u>Conduct on District Property.</u> All Practitioners and Therapists shall comply with all District Policies and Rules while on District property; shall not unreasonably interfere with the District's conduct of school and other educational programs thereon

and shall not solicit or distribute any materials to District students who are not participating in any Services. The District reserves the right to have any Practitioner or Therapist removed from District property for failure to comply with such Policies and Rules, for any behavior that is disruptive to the educational environment, or for failing to abide by any provisions in this Agreement.

ARTICLE II – Relationship of the Parties and Confidentiality of Records

- 2.1 <u>Independent Contractors.</u> The District and Connections are independent contractors and are not, by virtue of this Agreement or otherwise, made agents, employees, or joint venturers of each other. The District and Connections shall not represent themselves as agents, employees, or joint venturers of one another in performing obligations under this Agreement, and neither Party shall have the ability to contract on behalf of or to obligate the other Party in any manner.
- 2.2 <u>Reference to other Party.</u> Each Party may use the other Party's name in public statements or literature only for the purpose of identifying the working relationship between the Parties; provided, however, that any other use by any Party without the prior written consent of the other Party of the name, logos, or identity in any advertising or marketing material of the other is prohibited.
- 2.3 <u>Notices and Referrals.</u> The District may provide periodic written notices to students and families about the Services provided by Connections. The District may refer students and families directly to Connections if such referral is appropriate. Such notices and referrals shall not be deemed as an endorsement or approval by the District of Connections or any Services provided by Connection, nor shall any notice or referral create a specific duty or obligation for Connections to provide Services to any particular student or family, and any student or family is subject to Connections' customary intake procedures.
- 2.4 <u>Confidentiality</u>. The exchange of confidential information between the District and Connections shall be limited to situations where such exchange is specifically authorized by federal, state or local law. Any treatment records created by Practitioners and Therapists who are contracted by Connections to provide Services pursuant to this Agreement shall remain subject to any and all federal, state and local laws subject to confidentiality and privacy of such records, and shall not be disclosed to third-parties unless permitted by applicable law. All education records maintained by the District are confidential and shall only be disclosed if permitted by the Family Educational Rights and Privacy Act (FERPA) or any other applicable federal, state or local law, or District rule.

ARTICLE III – Insurance and Indemnification

3.1 <u>Insurance.</u> During the term of this Agreement, Connections shall maintain the following insurance/limits:

General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate

Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Automobile Liability - \$1,000,000 combined single limit

Workers Compensation - statutory limits with waiver of subrogation in favor of District.

Insurance shall be provided by Connections at its own expense for claims on account of all actions and activities of Connections and its officers, agents, employees, and independent contractors conducted under, or in any manner related to this Agreement. The certificates of insurance shall state that such coverage shall not be cancelled or terminated without at least thirty (30) days prior written notice to the District. Failure to maintain the required insurance shall be considered grounds to immediately terminate this Agreement for cause.

All Practitioners and Therapists who provide Services on District Property pursuant to this Agreement shall maintain liability insurance as required in Article 6 of attached Exhibit B. Failure to maintain the required insurance and/or to provide such certificates upon the District's request shall be considered grounds to immediately remove and/or prohibit any Practitioner or Therapist from providing Services on District property.

- 3.2 Indemnification by District. To the extent of its policies of insurance as provided in this Article, the District will indemnify and hold Connections, Practitioners and/or Therapists harmless from and against any and all liabilities, claims and defenses arising from or relating to its activities and those of the District's agents, employees, and independent contractors, related to this Agreement. In connection therewith, the District agrees to carry, or cause to be carried, appropriate policies of general liability insurance and specific coverages as shall be necessary for the sound business practices of the District. Such insurance may not be revoked, reduced or changed in a material way without at least thirty (30) days advance written notice to Connections.
- 3.3 Indemnification by Connections. To the extent of its policies of insurance as provided in this Article, Connections will indemnify and hold the District harmless from and against any and all liabilities, claims and defenses arising from or relating to the Services and the actions of the agents, employees, and independent contractors of Connections, that are connected to or related to this Agreement.
- 3.4 Indemnification by Providers and Therapists. To the extent of its policies of insurance as provided in this paragraph, Providers and/or Therapists will indemnify and hold the District harmless from and against any and all liabilities, claims and defenses arising from or relating to the Services and the actions of such Providers and Therapists

including any agents, employees, and independent contractors of such Providers and Therapists, that are connected to or related to this Agreement.

ARTICLE IV - Term and Termination

- $4.1 \, \underline{\text{Term.}}$ The term of this Agreement shall commence on the date provided herein and shall terminate on 5/31/2025 . The term of this Agreement may be extended by a written mutual agreement signed by both Parties.
- 4.2 <u>Termination</u>. Connections or the District may terminate this Agreement for any reason by giving ninety (90) days advance written notice of its intention to terminate.
- 4.3 <u>Termination for Cause.</u> Either Party may terminate this Agreement at any time in the event the other Party engages in an act or omission constituting a material breach of any term or condition of this Agreement by giving written notice specifying the nature of the breach. If the breaching Party does not cure within a ten (10) day period after receipt of notice, then this Agreement shall terminate without further notice or demand.
- 4.4 <u>Termination for Loss of Funding.</u> The District acknowledges that Connections has received a grant enabling Connections to fund the Services to be provided under this Agreement. The District agrees that Connections may terminate this Agreement within a reasonable time by providing written notice at any time if Connections no longer has access to such grant funding or is required to repay unexpended grant funds in order to comply with any law or regulation applicable to the underlying grant.

ARTICLE V - Additional Provisions

5.1 <u>Notices.</u> Any and all notices, requests, invoices, payments, demands, consents, approvals, and other communications required or permitted hereunder shall be given to the respective Parties in writing, either by personal delivery or registered or certified mail, postage prepaid, return receipt requested, addressed to Connections or the District, as the case may be, as follows:

If to the District: John Schwartz, Ed. D.

Superintendent

5606 South 147th Street

Omaha, NE 68137

If to Connections: Kodjovi Dogbevi

Director

Connections at Project Harmony

11825 Q Street Omaha, NE 68137

Or at such other address or to such other person(s) as either Party may from time to time designate by notice given as herein provided. Notices shall be deemed effective when

personally delivered, or within seventy-two (72) hours after deposit in the United States mail if sent by certified or registered mail.

- 5.2 <u>Governing Law.</u> The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 5.3 Entire Agreement. This Agreement constitutes the entire agreement between the District and Connections with respect to the matters addressed herein and supersedes all prior and contemporaneous oral and written understandings and agreements between the Parties as to such matters. This Agreement may be amended or modified only by a written instrument signed by both the District and Connections.
- 5.3 <u>Severability.</u> If any term, provision or condition of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.
- 5.4 <u>No Assignment</u>. This Agreement shall not be assigned or transferred in any manner to any other persons or parties.
- 5.5 <u>Authority to Execute.</u> The undersigned representatives of the District and Connections have the authority to execute this Agreement on behalf of their respective organizations, and this Agreement shall be binding upon the District and Connections and their respective administrators and representatives.
- 5.6 <u>Counterparts.</u> This Agreement may be executed by the undersigned representatives of the District and Connections in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

Millard Public Schools

PROJECT HARMONY, a Nebraska not-for-profit corporation

By:

Its: John Schwartz, Ed. D. -

Superintendent

By:

Its: Gene Klein - Executive Director

EXHIBIT "A"

A. In-school Group Sessions

Sessions are one (1) hour per week for eight to twelve (8-12) weeks. Enrollment in group may be limited based on available space and other considerations and will be determined by Connections, Providers, and building staff. The times, dates and locations of group sessions at District buildings are to be determined by the Connections, Provider and building principal and subject to his or her approval. Building principals may contact Connections

B. In-school Therapy Sessions

Connections and school administration will decide whether on-site therapy is appropriate at a particular school. Considerations will include the number of referrals for on-site therapy the school has completed, space available for on-site therapy, and the availability of Providers to deliver on-site therapy. On-site therapy will be more practicable in a school that has at least four (4) referrals for on-site therapy and a dedicated private space available for a provider to use to deliver therapy for a block of time each week.

The times, dates and locations of in-school therapy sessions at District buildings are to be determined by Connections, the Provider, and the building principal and subject to his or her approval.

NOTE: Terms and Conditions of this Exhibit may be subject to change based on District needs, Therapists and Practitioners availability, funding for Connections, and in the event of any changes or adjustments to local, state and federal laws that are applicable to public schools and/or the provision of youth mental health services.

All Therapists/Practitioners assigned by Connections shall comply with all District Rules and Policies while on school property.

EXHIBIT "B"

CONNECTIONS AT PROJECT HARMONY PROVIDER AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 1 September, 2023 (the "Effective Date"), by and between ("Provider") and Connections at Project Harmony ("Connections") (collectively referred to as "Parties").

WHEREAS, Connections is working to identify children with mental health needs and is establishing a network of providers to help those children and their families obtain mental health services;

WHEREAS, Provider is a provider of mental health services for children and desires to participate in Connections' network;

WHEREAS, Connections wishes to refer children and families in need of mental health services to Provider:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 – Services

- 1.1 <u>Services</u>. Provider agrees to provide mental health services (the "Services") to children and families referred to Provider by Connections ("Connections Clients") in accordance with <u>Exhibit A</u>, which is attached hereto and incorporated by reference. Connections agrees to provide compensation for such Services and funding and incentives to reduce barriers and increase service capacity as described in Articles 2 and 3 below.
- 1.2 <u>Practitioner/Therapist Qualifications</u>. Provider warrants that he/she meets the qualifications listed on Exhibit B. In addition, Provider must submit to a background check within thirty days of beginning work with Connections and then every year subsequent. Connections will coordinate and cover the costs associated with completing that background check. Provider will sign a release allowing Connections to access the results of the background check and provide those results to Omaha Public Schools. Provider acknowledges that he/she is or will become a registered provider on nebrakskamentalhealth.com.
- 1.3 Cooperation with Mental Health Coordinator, Family, and Referral Source. Provider acknowledges that Connections will appoint a Connections employee to serve as Mental Health Coordinator for each Connections Client to identify needs and monitor the delivery of Services for Connections Clients to ensure children and family needs are met. Provider agrees to consider recommendations of, to reasonably cooperate with, and to maintain regular communication with Mental Health Coordinator appointed the Connections. Additionally, Provider agrees to respond to communication from the family referred, the referral source, and the Mental Health Coordinator in a timely manner.
- 1.4 <u>Administrative and Support Services</u>. Provider shall be solely responsible to provide all other personnel and administrative staff for the Services, supervision and oversight for the Services, and all medical direction of staff and services, as

well as any necessary supplies, as applicable. Connections' participation in this Agreement shall not be construed as placing any responsibility on Connections with respect to the nature and quality of Services or the acts and omissions of Provider personnel.

ARTICLE 2 – Billing and Compensation

- 2.1 Billing and Compensation. Provider shall be solely responsible to establish its charges for Services and its billing and collection policies; provided, however, that Provider agrees to provide Services to Connections Clients without regard to insurance or the individual's ability or inability to pay and to abide by the terms of this Agreement when there is no pay source other than Connections. When no other pay source is available, Connections agrees to compensate Provider in accordance with the Compensation Rates listed on Exhibit C, which is attached hereto and incorporated by reference, for Initial Assessments, Group Sessions, and Contracted Sessions, as defined on Exhibit A. The Parties expressly agree that the Compensation Rates represent the Parties' best estimate and good faith belief of the fair market value for Provider's Services and are not based on the volume or value of referrals or other business between the Parties. Provider agrees to exhaust all other payment sources before billing Connections for Services. Connections' obligation to compensate Provider for Initial Assessments, Group Sessions, and Contracted Sessions is further expressly conditioned on the following:
 - a. Provider shall provide Connections evidence that Provider is a participating provider in the Nebraska Medicaid program;
 - a. Provider shall screen all uninsured Connections Clients for Medicaid eligibility at the time of the referral and assist those who wish to apply;
 - b. Provider shall bill any private insurer or Nebraska Medicaid or other pay source where applicable in accordance with Provider's normal billing practices prior to invoicing Connections for uncompensated Contracted Sessions;
 - c. Provider is responsible for making reasonable efforts to determine if any other pay source is available to a client;
 - d. Provider shall notify Connections within 7 business days of determining that no other pay source is available for a client;
 - e. Provider acknowledges that Connections will not provide compensation for appointments that are scheduled but for which the Connections Client does not show and Provider agrees to use its best efforts to reduce such no-shows;
 - f. Provider shall make its billing practices and policies available to Connections upon reasonable request.
- 2.2 <u>Indirect Expenses</u>. Connections will provide additional compensation for indirect expenses as listed on Exhibit C to account for added costs associated with providing Services. These costs include, but are not limited to, costs incurred in providing Services outside of normal office hours, seeing Connections Clients outside of the Provider's regular office location, completing required documentation, communicating with Mental Health Coordinators or others involved

- in the child's care, attending team or multidisciplinary meetings, and providing progress reports and like items. Payment of this amount will be contingent on the Provider meeting all of the requirements listed in Exhibit C and D and within the time limits specified in Exhibit C and D.
- 2.3 <u>Barrier Expenses.</u> Connections may also provide compensation for additional expenses incurred to reduce barriers that Connections Clients may face in obtaining Services ("Barrier Expenses"). The cost of Barrier Expenses may vary and shall be approved by the Mental Health Coordinator on a case-by-case basis. If payment for deductible or co-pay is the identified barrier, Connections will pay either the deductible or co-pay cost or \$140 per Individual Session and \$185 per Initial Assessment, whichever is less.
- 2.4 <u>Purchase of Services Agreement</u>. Connections will send Provider a purchase of service agreement for every Connections client at the start of each case. The purchase of service agreement will include the amount that Connections agrees to pay for Indirect Expenses. For each Connections client for whom Connections is acting as payer because no other pay source is available, the purchase of service agreement will include the number of sessions for which Connections is agreeing to pay as well as the dollar amount that Connections agrees to pay for each session. The Connections will email a copy of the purchase of service agreement to the Provider.
- 2.5 <u>Invoicing</u>. On or before the fifteenth (15th) business day of each month, Provider shall furnish Connections with a "Monthly Invoice" for the preceding month and the year to date. Such invoice shall include the purchase order number for each client for whom Connections is payer, an attestation that Provider has exhausted all other payment sources, and shall be substantially in the form show in Schedule 1 to Exhibit C. All invoices must be furnished to Connections within six months of the rendering of services. Connections will not be responsible for payment of invoices furnished more than six months after the rendering of services.
- 2.6 <u>Verification</u>. Provider shall make its books and records available to Connections and its agents and representatives as reasonably requested by them, subject to patient record confidentiality restrictions under state and federal law, to permit Connections to audit or verify the Monthly Invoices. Connections compensation obligation is expressly conditioned on such access and verification. Failure by Connections to conduct an audit or verification on a monthly basis shall not waive any rights of Connections to subsequently audit and verify the same period, whether as part of an Annual Reconciliation or otherwise.
- 2.7 <u>Reconciliation</u>. Within ninety (90) days after the end of the Term, the Parties may conduct an annual reconciliation at the request of either Party for the purpose of auditing and verifying amounts reflected on the Monthly Invoices and paid over the course of the Term.

ARTICLE 3 - Optional Incentives to Increase Provider Capacity

3.1 <u>Incentive for Evidence-Based Practice Training</u>. Connections will provide Evidenced-Based Practice (EBP) training, which may include but is not limited to training in Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and/or Bounce Back, to Practitioners designated to provide services to

Connections as availability allows. Connections may compensate Provider \$200 per day for each day the EBP Therapist spends in face-to-face training. Provider will include this amount on their next Connections invoice. The EBP Therapist is responsible for completing the training program and any required follow-up consultation. Inclusion in future EBP training will be conditioned on the EBP Therapist's completion of the training and follow-up consultation. All Providers trained in CBITS and/or Bounce Back will be required to conduct two CBITS or Bounce Back groups per year in the year following the training. The EBP training and corresponding compensation under this section shall be deemed "Incentives" under this Agreement.

ARTICLE 4 – Treatment Records and Reports

- 4.1 <u>Treatment Records</u>. The treatment records, medical records, sessions notes and the like created by Provider in connection with the treatment of Connections Clients treated by Provider pursuant to this Agreement shall be the property of Provider.
- 4.2 <u>Confidentiality of Records</u>. The parties shall maintain the confidentiality of treatment records, medical records and health information in accordance with state and federal laws. Further, the parties agree to take the steps necessary to comply with the provisions of the Health Insurance and Portability Act (HIPAA) and all related regulations to the extent applicable to this Agreement.
- 4.3 Progress Reports, Service Documentation, Quality and Performance Data. Notwithstanding sections 4.1 and 4.2, Provider shall supply Connections with progress reports on Connections Clients, clinical and service documentation, and quality and performance data in the form of the completion of the Strengths and Difficulties Questionnaire, all as specified on Exhibit D, which is attached hereto and incorporated by reference. Such reports and data shall be supplied in the format and at the times requested by Connections. As stated in section 2.2 above, payment for Indirect Expenses will be contingent upon the timely receipt of all data and documentation specified in Exhibit C and D. Provider expressly agrees that Connections may share aggregate and treatment data with independent third-parties for purposes of evaluating and improving the Connections program.

ARTICLE 5 – Term and Termination

- 5.1 <u>Term</u>. The Term of this Agreement shall commence on September 1, 2023 ("Commencement Date") and shall end on August 31, 2024. The stated term is subject to the right of either Party to terminate in accordance with this Article 5.
- 5.2 <u>Termination by Connections</u>. Connections or Provider may terminate this Agreement for any reason by giving ninety (90) days written notice of its intention to terminate referring specifically to this paragraph by paragraph number.
- 5.3 <u>Termination by Mutual Agreement</u>. This Agreement shall terminate upon the mutual agreement in writing by the Parties.
- 5.4 <u>Termination for Cause</u>. Either Party may terminate this Agreement at any time in the event the other Party engages in an act or omission constituting a material breach of any term or condition of this Agreement by giving thirty (30) days written notice specifying the nature of the breach. If the breaching Party does not cure within a thirty (30) day period after receipt of notice (or if the breach cannot be

cured within the thirty (30) day period, then a period shall be extended for a reasonable additional time, provided that the breaching Party commences to cure the breach within the thirty (30) day period and proceeds diligently to effect the cure), then this Agreement shall terminate without further notice or demand.

5.5 <u>Termination for Loss of Funding</u>. Provider acknowledges that Connections has received a grant enabling Connections to fund the Services and Incentives under this Agreement. Provider expressly agrees that Connections may terminate this Agreement at any time if Connections is required to repay unexpended grant funds in order to comply with any law or regulation applicable to the underlying grant.

5.6 <u>Effect of Termination</u>. Upon the expiration or earlier termination of this Agreement, neither Party shall have any further obligation to the other Party hereunder except for such obligations that had occurred prior to the date of termination and such obligations, promises or covenants contained in this Agreement, which expressly extend beyond the term of this Agreement.

ARTICLE 6 – Insurance and Indemnification

6.1 <u>Insurance</u>. Provider shall carry professional liability insurance covering Provider and professional and other staff for claims arising from delivery of Services. Such policy shall be issued by an insurance company acceptable to Connections in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. Provider shall furnish Connections with a certificate or certificates of insurance evidencing such coverages upon request. Such certificate shall provide that Connections will be notified in the event of any surrender or cancellation of any policy at least thirty (30) days prior to the effective date thereof.

6.2 <u>Indemnification by Provider</u>. Provider hereby agrees to defend, indemnify and hold harmless Connections, Project Harmony, and their officers, directors, Mental Health Coordinators, workforce, and volunteers from and against claim, loss, liability, cost and expense (including without limitation reasonable attorney fees) directly or indirectly related to, resulting from or arising out of any act, omission or decision related to the care and treatment of individuals in providing Services.

Additionally, Provider agrees to waive its rights of recovery against Omaha Public Schools and its employees, officers, agents, Board members and contractors for any claim or loss that is covered by collectible policies of insurance. The insurer shall endorse the commercial general liability, automobile liability, workers compensation, employer's liability, and umbrella/excess liability policies of Provider to waive subrogation against Omaha Public Schools and its employees, officers, agents, Board members and contractors.

6.3 <u>Indemnification by Connections</u>. Connections hereby agrees to defend, indemnify and hold harmless Provider, and their officers, directors, workforce, and volunteers from and against claim, loss, liability, cost and expense (including without limitation reasonable attorney fees) directly or indirectly related to, resulting from or arising out of any act, omission or decision related to the care and treatment of individuals in providing Services.

ARTICLE 7 – Relationship of the Parties

7.1 <u>Independent Contractors</u>. Provider and Connections are independent contractors and are not, by virtue of this Agreement or otherwise, made agents, employees, or

joint venturers of each other. Provider and Connections shall not represent themselves as agents, employees, or joint venturers of one another in performing obligations under this Agreement, and neither Party shall have the ability to contract on behalf of or to obligate the other Party in any manner. Neither Connections nor the Mental Health Coordinator referred to in Article 1, section 1.4 of this Agreement shall have or exercise any authority over the scope or delivery of services or over Provider's operations or policies and procedures.

7.2 Reference to other Party. Each Party may use any of the other Parties' names in public statements or literature for the purpose of identifying the working relationship between them; provided, however, that any other use by any Party without the prior written consent of the other Party of the name, logos, or identity in any advertising or marketing material of the other is prohibited.

ARTICLE 8 – Additional Provisions

8.1 <u>Notices</u>. Any and all notices, requests, invoices, payments, demands, consents, approvals, and other communications required or permitted hereunder shall be given to the respective Parties in writing, either by personal delivery or registered or certified mail, postage prepaid, return receipt requested, addressed to Connections or Provider, as the case may be, as follows:

If to Provider:

If to Connections: Jordan Grieser

Director Connections at Project Harmony 11825 Q. St. Omaha, NE 68137

or at such other address(es) or to such other person(s) as either Party may from time to time designate by notice given as herein provided. Notices shall be deemed effective when personally delivered, or seventy-two (72) hours after deposit in the United States mail if sent by certified or registered mail.

- 8.2 <u>Captions and Construction</u>. The captions used throughout this Agreement as headings of the various sections or subsections thereof are for convenience only, and such captions are not to be construed to be a part of this Agreement or to be used in determining or construing the intent or context of this Agreement.
- 8.3 <u>Governing Law</u>. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 8.4 <u>Severability</u>. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.
- 8.5 No Third Party Beneficiary. None of the provisions contained herein are intended by the Parties, nor shall they be deemed, to confer any benefit on any person not a Party to this Agreement.

- 8.6 <u>No Discrimination</u>. In performing their respective obligations pursuant to this Agreement, neither Party shall discriminate against any patient or employee on the basis of age, sex, sexual orientation, race, creed, color, national origin, religion, disability, health status, ability to pay or participation in a prepaid health care plan, publicly funded plan, or any other health insurance carrier.
- 8.7 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which executed counterparts shall be deemed an original, and all such counterparts shall together constitute one and the same Agreement.
- 8.8 Entire Agreement/Amendments. This document constitutes the entire agreement between the Parties, and it may be amended at any time only by mutual consent of the Parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the Parties.
- 8.9 <u>Assignment</u>. Neither Party shall assign, or in any manner transfer its rights or responsibilities under this Agreement without the written consent of the other Party. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective, permitted successors and assigns.
- 8.10 <u>Waiver of Breach.</u> A waiver by either Party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.
- 8.11 <u>Amendment to Exhibits</u>. <u>Exhibits A through D</u> may be amended from time to time and the amended Exhibit shall be substituted for the then current Exhibit as mutually agreed in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers as of the date hereinafter set forth.

PROVIDER

CONNECTIONS at PROJECT HARMONY

By: By: Its:

Date of Execution: Date of Execution:

EXHIBIT A SERVICES

- 1. As used in this Agreement:
 - a. Mental health services shall include Initial Assessments, Individual and Family Psychotherapy, and Group Sessions.
 - b. "Initial Assessment" shall mean assessment of an identified patient made by a licensed mental health professional beginning at the first visit through the development of an interim service or treatment plan.
 - c. "Mental Health Therapy Session" shall mean a therapeutic encounter between a licensed mental health professional and the individual (identified patient) and/or family.
 - d. "Group Session" shall mean mental health treatment or therapy that is conducted with a group of people.
- 2. Provider agrees to conduct Initial Assessments for referred Connections Clients, as needed.
- Provider acknowledges and agrees that Connections will submit a purchase of service agreement for Services for every Connections client at the start of each case in accord with section 2.4.
- 4. If Provider is seeing clients in their regular office location, Provider agrees to provide Initial Assessments and Contracted Sessions during regular office hours, between the hours of 3:00 p.m. and 8:00 p.m., or on Weekends, as needed.
- Providers offering individual therapy sessions agree to be available to take at least one (1) Connections client per month, on average, during the contract period.
- 6. Initial Assessments, Mental Health Therapy Sessions, and Group Sessions may be held at locations other than the Provider's regular office location upon mutual agreement of the Parties.
- 7. Provider and Connections will mutually agree on the process for scheduling appointments for Connections Clients.

EXHIBIT B PROVIDER QUALIFICATIONS

- 1. Provider acknowledges and agrees that he or she meets the following qualifications:
 - Is licensed as a Mental Health Provider and in good standing under the laws of the State of Nebraska
 - Is a participating provider in the Nebraska Medicaid Program
 - Has experience treating youth
 - Has not previously been removed or replaced as the Practitioner/Therapist for any Connections Client under Article 1, section 1.3.
 - Is a registered provider on nebraskamentalhealth.com

EXHIBIT C COMPENSATION

1. Connections agrees to compensate Provider for the professional services listed below as follows when no other pay source is available:

Professional Service	PLMHP/LMHP/LIMHP
Initial Assessment	185.00
(Initial Diagnostic Interview under Medicaid)	per assessment
Individual or Family Psychotherapy 45 Minutes	140.00
Individual Psychotherapy 30 Minutes	70.00

2. Connections agrees to compensate provider for conducting groups as follows: Cognitive Behavioral Intervention for Trauma in Schools (CBITS)

First paym		To be paid if all of the fidelity elements are met AND
\$1030 (\$		Provider: 1) attends implementation meeting with school 2)
Provider i		conducts Parent Information Session 3) conducts Teacher
facilitating th	ne group	Notification Session 4) Completes the Initial CPSS 5)
with another F	Provider)	Communicates with parent and teacher on a weekly basis
	´ ı	regarding child's progress 6) Completes documentation for
	l	all Session Notes and Assessments
		Payment distributed following the first month of group.
		•

\$1030 (\$515 if Provider is co-	To be paid if all fidelity elements are met AND Provider: 1) conducts Parent Information Session 2) Communicates with parent and teacher on a weekly basis regarding child's progress 3) Completes documentation for all Session Notes
with another Provider)	Payment distributed following the second month of group
\$1030 (\$515 if Provider is co-facilitating the group	To be paid if all fidelity elements are met AND Provider: 1) conducts Parent Information Session 2) Completes the Follow-up CPSS 3) Communicates with parent and teacher on a weekly basis regarding child's progress 4) Completes documentation for all Session Notes, and Discharges Final payment distributed after all documentation has been submitted.

Bounce Back

\$1030 (\$515 if Provider is co-facilitating the group with another Provider)	To be paid if all of the fidelity elements are met AND Provider: 1) attends implementation meeting with school 2) conducts Parent Information Session 3) conducts Teacher Notification Session 4) Completes the Initial CPSS 5) Communicates with parent and teacher on a weekly basis regarding child's progress 6) Completes documentation for all Session Notes and Assessments
Second payment of	Payment distributed following the first month of group. To be paid if all fidelity elements are met AND Provider: 1)
Provider is co- facilitating the group	conducts Parent Information Session 2) Communicates with parent and teacher on a weekly basis regarding child's progress 3) Completes documentation for all Session Notes Payment distributed following the second month of group
\$1030 (\$515 if Provider is co-facilitating the group with another Provider)	To be paid if all fidelity elements are met AND Provider: 1) conducts Parent Information Session 2) Completes the Follow-up CPSS 3) Communicates with parent and teacher on a weekly basis regarding child's progress 4) Completes documentation for all Session Notes, and Discharges Final payment distributed after all documentation has been submitted.

The CBITS and Bounce Back fidelity elements include: 1) Screenings completed on each member of the group 2) between one and three parent education sessions 3) between one and three individual sessions with each group member 4) ten group sessions.

Expressive Arts Group

	To be paid if Provider: 1) attends
Provider is co-facilitating the	implementation meeting with the school 2)
group with another Provider)	conducts Parent Information Sessions 3) the
	Completes Initial SDQ 4) Completes
	documentation for all Sessions Notes and
	Assessments
	Payment distributed following the first month of
	group.
Second payment of \$960	To be paid if Provider: 1) Conducts Parent
(\$480 if Provider is co-	Information Sessions 2) Completes
	documentation for all Sessions Notes
another Provider)	Payment distributed following the second month of
	group
Third payment of \$960 (\$480	To be paid if Provider: 1) Completes the Follow-
if Provider is co-facilitating the	up SDQ 2) Completes documentation for all
group with another Provider)	Sessions Notes and Discharges
	Final payment distributed after all documentation
	has been submitted.

Circle of Security

	To be paid if all of the fidelity elements are
	met AND Provider: Completes 1) the first three (3) sessions including viewing the
,	corresponding DVD in each session and
	facilitating the reflective questions and group discussion 2) documentation for all
	Session Notes and Assessments
Second payment of \$813 (\$406.50 if Provider is co-facilitating the group with	To be paid if all of the fidelity elements are met AND Provider: Completes 1) sessions
	four, five, and six including viewing the
	corresponding DVD in each session and facilitating the reflective questions and
	group discussion 2) documentation for all
	Session Notes

Third payment of \$813 (\$406.50 if	To be paid if all of the fidelity elements are
Provider is co-facilitating the group with	met AND Provider: Completes 1) the final
another Provider)	two (2) sessions including viewing the
·	corresponding DVD in each session and
	facilitating the reflective questions and
	group discussion 2) documentation for all
	Session Notes, and Discharges 3) the
	COS-P survey at the conclusion of
	group.

DBT Coping Skills Group

First payment of \$1018 (\$519 if Provider	To be paid if Provider: Completes 1) group
is co-facilitating the group with	sessions one through four 2)
another Provider)	documentation for all Session
	Notes and Assessments
Second payment of \$1018 (\$519 if	To be paid if Provider: Completes 1) group
Provider is co-facilitating the	sessions five through eight 2)
group with another Provider)	documentation for all Session
	Notes
Third payment of \$1018 (\$519 if Provider	To be paid if Provider: Completes 1) group
is co-facilitating the group with	sessions nine through twelve 2)
another Provider)	documentation for all Session
	Notes, Assessments and
	Discharge <mark></mark>

These costs include additional compensation to compensate Provider for added costs associated with providing Services. This amount will be paid after and is contingent upon Provider completing all of the fidelity elements associated with conducting the group as well as the requirements listed above. If any of the fidelity elements or requirements are not met, Connections will determine a fair price based on those elements and requirements that have been met.

3. Connections agrees to provide additional compensation to Provider for individual therapy to compensate Provider for added costs associated with providing Services. This additional compensation is intended to compensate Provider for costs that include, but are not limited to, costs incurred in providing Services outside of normal office hours, seeing Connections Clients outside of the Provider's regular office location, completing required documentation, completing the Strengths and Difficulties Questionnaire (SDQ), communicating with Mental Health Coordinators, attending team or multidisciplinary meetings, and providing progress reports and like items ("Indirect Expenses").

The additional compensation will be paid after and is contingent upon the timely receipt of required documentation. If required documentation is not completed within thirty (30) days of the documentation due date as defined in Exhibit D, the provider forfeits the right to the corresponding additional compensation payment.

First payment of \$150	To be paid after Provider completes: 1) the first SDQ,
	2) the first Progress Note, AND 3) at least four (4)
	Session Notes
Second payment of \$150	To be paid after Provider completes: 1) the follow up
	SDQ, 2) Progress Notes, 3) all Session Notes, AND 4)
	Connections Discharge Note

Provider acknowledges that the actual added costs associated with providing Services are currently unknown and such amount represents the Parties best estimate of such added costs.

4. Connections agrees to provide additional compensation to Provider on an as needed basis for the purpose of increasing provider capacity to see clients in certain under-resourced areas of town and during evening and weekend times.

	To be paid when Provider agrees to see a
	Connections client for individual or family therapy on
	a weekend or between the hours of 5:00 pm and 8
	pm on a weeknight.
	To be paid after Provider completes four (4)
	sessions with the Connections client
Payment of \$25 for each	To be paid when Provider agrees to see a
episode of travel	Connections client for individual or family therapy
	outside of their therapy office location
One-time payment of \$200	To be paid each time Provider successfully refers a
	qualified mental health therapist to become a new
	Provider, and the new Provider completes the
	Connections onboarding process.

5. Connections agrees to provide additional compensation to Provider on an as needed basis for the purpose of increasing provider capacity.

The date and the purpose of the	cacing provider capacity.
One-time payment of \$100	To be paid when Provider provides
	therapy to ten (10) Connections clients
	during the contract period.
One-time payment of \$150	To be paid when Provider provides
	therapy to fifteen (15) Connections clients
	during the contract period.

6. Connections agrees to provide additional compensation to Provider on an as needed basis for the purpose of decreasing the amount of time a client waits to attend their initial appointment with a Provider.

One-time payment of \$100	To be paid when Provider completes at
	least one (1) session with a client within

five	(5)	calendar	days	of	receiving	the
refer	ral f	rom Conn	ection	s.		

Schedule C-1 Invoice

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Company:						┛
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enyrevaniap.						4
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Schedule C-2 Purchase Order

Connections Purchase of Services Agreement

For Connections MHC to Complete:	Initial request	Updated request	
Date: Click or tap to enter a date.	MHC Name:		
Client Name:			
Provider Name:			
Does client have insurance? □Yes □	□No If yes, what kind?		
Will Connections be Payer of Last Res	sort? □Yes □No		
Will family need co-pay assistance? [□Yes □No		
If yes, amount of co-pay: \$			
Will family need deductible assistanc	te? □Yes □No		
Is family able to contribute anything?	? □Yes □ No		
If yes, how much per session	? \$		
What incentives apply:			
□Travel			
□Peak Times (if it is known that clie	ent will be seen after 5:00	or on weekends at least 4 tim	ies)
Date of match:			
Connections Approved Payments (to	o be filled out by Connec	tions Accounting):	
□ 1 st & 2 ^{sd} Indirect costs: \$300 □Payer of last resort: \$185 initial ass □Co-pay assistance: # of sessions □Deductible assistance: # of sessions Incentives: □Travel: \$25 per episode of □Peak times (if it is known to □Other (Please Explain)	: amount (if known): \$ s: amount (if known) travel # of sessions		
Amount approved: \$ Does MHC have Fee Adjustment (Approved by Connections Progra		□No □N/A	
Created 7-18-23 JML			

EXHIBIT D

REQUIRED REPORTS AND DOCUMENTATION

Provider shall provide the following reports and documentation to Connections at the times and in the format designated by Connections from time to time:

Individual Documentation:

Report/Documentation:	Time/Frequency of Reporting:
Treatment Plan	Upon Request
Provider Progress Note	Due within 5 business days after the completion of the 8th session
Therapy Session Note	ithin 5 business days of the scheduled The 4th Session Note must include the school client's attending school
Strengths and Difficulties Questionnaire	At initial assessment and completion of treatment or last session
Connections Discharge Report	By the 5th business day of the subsequent month

Group Documentation:

Report/Documentation:	Time/Frequency of Reporting:
Group Provider Session Note	Within 5 business days of the date of service
Individual Session Documentation	Within 5 business days of the date of service
Parent Education Session Documentation	Within 5 business days of the date of service
Teacher Education Session Documentation	Within 5 business days of the date of service
SDQ (Strengths and Difficulties Questionnaire) and CPSS (Child PTSD Symptom Scale)	Prior to the start of group and at the completion of group
Connections Discharge Report	By the 5 th business day of the subsequent month

EXHIBIT E BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made this 1 September, 2023 by and between Connections at Project Harmony ("Connections" or "Business Associate") and ("Provider" or "Covered Entity") (each herein a "Party" and collectively the "Parties").

WHEREAS, the Parties desire to comply with the privacy, security, enforcement and breach notifications rules promulgated by the Department of Health and Human Services at 45 CFR parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (collectively "HIPAA");

WHEREAS, the Parties recognize that Provider is a Covered Entity and Connections is a Business Associate under HIPAA; and

WHEREAS, the Parties have an agreement (the "Provider Agreement") in which Provider has agreed to provide mental health services to youth identified by Connections and this Agreement is intended to supplement that agreement;

NOW THEREFORE, the Parties agree as follows:

1. Permitted Uses of PHI.

- a. Except as otherwise limited herein, when acting as Business Associate, Business Associate may:
 - i.Use PHI to fulfill its obligations under the Provider Agreement, provided that such use or disclosure is consistent with the Covered Entity's Notice of Privacy Practices and provided that such use or disclosure would not violate HIPAA or the Privacy Standards if done by the Covered Entity;
 - ii.Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate;
 - iii.Disclose PHI it obtains for the purpose of performing its obligations under the Provider Agreement if such disclosure is necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, and provided (1) the disclosures are required by law; or (2) Business Associate obtains from the recipient of the PHI reasonable written assurances that the PHI will be held confidentially and not used or further disclosed unless required or permitted under HIPAA or other applicable law, that such recipient agrees to be governed by the same restrictions and conditions contained in this Agreement, and that such recipient will notify the Business Associate of any breach in the confidentiality of PHI.

- iv.Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- b. The Parties acknowledge and agree that Project Harmony offers some services for which it is itself a "covered entity" as that term is defined by HIPAA and may be permitted by law to use and disclose certain PHI as a covered entity and such permitted uses and disclosures are not limited by this Agreement.
- 2. <u>Responsibilities of Business Associate</u>. The Business Associate hereby agrees that in its use and/or disclosure of PHI:
 - a. **Use/Disclosure.** To use and/or disclose PHI only as permitted or required by this Agreement and/or as otherwise required by law, including but not limited to HIPAA;
 - b. **Inappropriate Use or Disclosure.** To report to the Privacy Officer of Covered Entity, in writing, any use and/or disclosure of the PHI that is not permitted or required by this Agreement within five (5) days after Business Associate discovers such unauthorized use and/or disclosure;
 - c. **Mitigation.** To mitigate to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or of a Security Incident.
 - d. **Appropriate Safeguards.** To use appropriate safeguards to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of such PHI.
 - e. **Compliance with Security Standards.** With regard to its use and/or disclosure of electronic protected health information (EPHI), Business Associate:
 - i.Shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI;
 - ii.Shall, if a HIPAA Breach is discovered, notify Covered Entity without unreasonable delay and in no event more than 30 days after the discovery. Such notice shall include identification of each Individual whose PHI Business Associate reasonably believes to have been accessed, acquired, or disclosed during such HIPAA Breach. As soon as possible thereafter, and to the extent known, Business Associate shall also provide Covered Entity with a description of (A) what happened, including the date of the HIPAA Breach and the date of the discovery, (B) the types of unsecured PHI involved in the HIPAA Breach, (C) any steps

individuals should take to protect themselves from potential harm from the HIPAA Breach, and (D) what Business Associate is doing to investigate the HIPAA Breach, to mitigate harm to individuals, and to protect against further HIPAA Breaches. For purposes of this paragraph, a HIPAA Breach shall be treated as discovered as of the first day on which the HIPAA Breach is known or should reasonably have been known to Business Associate (including any person, other than the one committing the HIPAA Breach, that is an employee, officer, or other agent of the Business Associate).

- iii.Acknowledges that it is subject to civil and criminal enforcement for failure to comply with HIPAA;
- iv. Shall not directly or indirectly receive remuneration in exchange for any PHI of an individual unless the Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR 164.508, a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that individual, except as otherwise allowed under the HIPAA;
- v.Shall, if conducting in whole or in part, electronic transactions on behalf of the Covered Entity for which the DHHS has established standards, comply, and will require any subcontractor or agent it involves with the conduct of such transactions to comply, with each applicable requirement of the Electronic Transaction Rule. Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent, applicable.
- f. **Subcontractors/Agents.** To require all of its subcontractors and agents to whom Business Associate provides PHI to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to the Business Associate pursuant to this Agreement.
- g. **Access by Secretary.** To make available to the Secretary of the United States Department of Health and Human Services all records, agreements, policies and procedures relating to the use and/or disclosure of PHI received by or from, or created by the Business Associate on behalf of Covered Entity for purposes of determining Covered Entity's compliance with HIPAA.
- h. Access by Covered Entity. To within five (5) business days after receipt of written request from Covered Entity to make available to Covered Entity during normal business hours at Business Associate's offices all records, agreements, policies and procedures relating to the use and/or

disclosure of PHI for purposes of enabling Covered Entity to determine Business Associate's compliance with this Agreement.

- i. Access by Individuals. To provide individuals access to their PHI as permitted by Covered Entity or required by HIPAA and/or the Privacy Rules; and to document any and all disclosures of PHI to the extent necessary and required for Covered Entity to respond to a request for an accounting in accordance with the Privacy Rules (45 CFR 164.528).
- j. **Accounting of Disclosures.** Within five (5) business days after notice by Covered Entity to Business Associate that Covered Entity has received a request for an accounting of disclosures of PHI, or within five (5) business days of an individual's request for an accounting of disclosures of PHI, to provide to Covered Entity all information as is in its possession and is required for Covered Entity to make the accounting required by the Privacy Rules, which information includes, but is not limited to: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclose which includes an explanation of the basis for such disclosure.
- k. **Return/Destruction.** To return to Covered Entity or destroy, within thirty (30) days of the termination of this Agreement, all PHI in Business Associate's possession and retain no copies except as may be required by applicable auditing standards or applicable law (which for purposes of this Agreement shall include the destruction of all backup files or tapes).
- I. **Minimum Necessary.** To use, disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill the Services or a specific function required or permitted hereunder so that such use or disclosure is in compliance with the Minimum Necessary standard of the Privacy Rules.
- m. Amendment of PHI. Upon request by an individual, Covered Entity shall determine whether any Individual is entitled to amend his or her PHI pursuant to 45 CFR 164.526. If Covered Entity determines that an Individual is entitled to such an amendment, and that such PHI is both in a designated record set and under the control of Business Associate, Covered Entity will communicate the decision to Business Associate. Business Associate shall provide an opportunity to amend the PHI in the same manner as would be required for Covered Entity.
- n. **Restrictions on Disclosure.** Upon request by an Individual, Covered Entity shall determine whether an Individual is entitled to a restriction on disclosure of PHI pursuant to 45 CFR § 164.522. If Covered Entity determines that an Individual is entitled to such a restriction Covered

Entity will communicate the decision to Business Associate. Business Associate will restrict its disclosures of the Individual's PHI in the same manner as would be required for the Covered Entity. If Business Associate receives an Individual's request for restrictions, Business Associate shall forward such request to Covered Entity within 5 business days.

3. Responsibilities of the Covered Entity. Covered Entity hereby agrees:

- a. To provide Business Associate with the notice of privacy practices that Covered Entity provides in accordance with 45 CFR 164.520. If Covered Entity subsequently revises the notice, Covered Entity shall provide a copy of the revised notice to Business Associate.
- b. To notify the Business Associate, in writing and in a timely manner, of any limitations in its notice of privacy practices, to the extent such may affect the use and/or disclosure of PHI by the Business Associate under this Agreement.
- c. To notify Business Associate of any changes in or revocation of authorization by an individual to use or disclose that individual's PHI, to the extent such change or revocation may affect Business Associate's use of disclosure of PHI.
- d. That Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity and that it shall limit its requests to the minimum necessary PHI required to fulfill the purpose of Covered Entity's use or further disclosure of such PHI.

4. Terms and Termination

- a. <u>Term.</u> This Agreement shall be effective from the date first written above, and shall remain in effect until termination of the Provider Agreement. Thus, this Agreement shall terminate without any further action of the Parties upon the termination or expiration of such agreement; provided, however, certain provisions of this Agreement shall survive its expiration or termination.
- b. <u>Effect of Termination</u>. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. In the event that Business Associate, in its sole discretion, determines that return or destruction of the Protected Health Information is infeasible, Business Associate will continue to extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

5. General Terms

- a. <u>Indemnification</u>. Each Party shall indemnify and hold harmless the other, its agents, employees and representatives, from and against any and all claims, demands, judgments, losses, liabilities, and expenses, including but not limited to reasonable attorneys' fees, incurred by a Party as a result of or arising from the other Party's use or disclosure of PHI which is not permitted under this Agreement or is in violation of HIPAA.
- b. <u>Survival</u>. The rights and obligations of the Parties as to PHI set forth herein shall survive termination of this Agreement.
- c. <u>Amendments/Waiver</u>. This Agreement may not be modified, or any provision waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- d. <u>No Third Party Beneficiaries/Assignments</u>. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever. Business Associate may not assign this Agreement, in part or in whole, without the prior written consent of Covered Entity, which consent may not be unreasonably withheld.
- e. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- f. <u>Disputes</u>. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.
- g. <u>Severability</u>. In the event any provision of this Agreement is found by any court of competent jurisdiction to be void or unenforceable, all remaining provisions hereof shall continue to be binding on the parties with the same force and effect as if such void or unenforceable provision had been deleted.
- h. <u>Governing Law</u>. This Agreement shall be interpreted broadly to comply with and a implement the requirements of the Privacy Rules and HIPAA, and all other matters shall be governed by the laws of the State of Nebraska.
- i. <u>Defined Terms</u>. Terms capitalized herein but not otherwise defined shall have the meaning ascribed to them in HIPAA.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be in effect and duly executed in its name on the date first written above.

PROVIDER	CONNECTIONS at PROJECT HARMONY
Ву:	By Its:
Date of Execution:	Date of Execution:

Certificate Of Completion

Envelope Id: B7E2402B998A461C9A166CB6055249A4

Subject: Complete with DocuSign: Connections MOU (Updated End Date) - Docusign.docx

Source Envelope:

Envelope Originator: Document Pages: 31 Signatures: 0 Initials: 0 Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Kodjovi Dogbevi 11949 Q St. Omaha, NE 68137

Status: Sent

kdogbevi@projectharmony.com IP Address: 65.132.161.218

Record Tracking

Status: Original Holder: Kodjovi Dogbevi Location: DocuSign

2/19/2024 8:27:53 AM kdogbevi@projectharmony.com

Signer Events	Signature	Timestamp
Kodjovi Dogbevi kdogbevi@projectharmony.com Director Project Harmony	Completed Using IP Address: 65.132.161.218	Sent: 2/19/2024 8:50:24 AM Viewed: 2/19/2024 8:50:36 AM Signed: 2/19/2024 8:51:08 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
John Schwartz, Ed.D		Sent: 2/19/2024 8:51:09 AM Viewed: 2/19/2024 2:11:19 PM

Electronic Record and Signature Disclosure:

Security Level: Email, Account Authentication

Accepted: 2/19/2024 2:11:19 PM

ID: 5dbcb040-327e-48d1-afbd-9f26e7b56b8b

Gene Klein

gklein@projectharmony.com

Security Level: Email, Account Authentication

(None)

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/19/2024 8:50:25 AM
Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Project Harmony (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Project Harmony:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docsignsupport@projectharmony.com

To advise Project Harmony of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docsignsupport@projectharmony.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Project Harmony

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docsignsupport@projectharmony.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Project Harmony

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docsignsupport@projectharmony.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Project Harmony as described above, you consent to receive
 exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by Project Harmony during the course of your relationship with Project
 Harmony.

AGENDA SUMMARY SHEET

Agenda Item: Approval of the Elementary Learning Center Programming Interlocal Agreement for the Summer

2024 Special Project

Meeting Date: March 4, 2024

Background/ Description:

Millard submitted an Early Literacy Birth through Kindergarten Special Project proposal to the Learning Community of Douglas and Sarpy Counties on November 30, 2023. The proposal included three specific projects to support our efforts in improving literacy skills within early childhood.

Unite for Literacy - will expand access to literature within the home by providing 100 books to our families participating in our home visiting program and providing modeling of the use of literature to improve early literacy, language, and build numeracy. Lack of access to books in the home, especially those with young children, is a significant part of educational disparities among children. By partnering with families to provide the skills and the resources to establish a language rich environment our goal is to strengthen the home-school connection.

Summer Literacy Learning - will provide all 10,000 PK-5 students with access to open libraries and literacy activities during summer months. Each school will tailor their summer literacy learning program to include opportunities and access to books as well as exposure to various read aloud opportunities focused on building vocabulary and language while maintaining elementary literacy skills over the summer months.

Kindergarten Jumpstart - will increase kindergarten readiness by expanding limited kindergarten roundup experiences traditionally confined to the spring to include summer jumpstart experiences for all incoming Kindergarten 2024 students (approximately 1,500 students). They learn that school is a safe and welcoming place and have fun while doing various academic and social activities.

On January 22, 2024, the Learning Community of Douglas and Sarpy Counties approved our proposal for \$96,000 for our Early Literacy Special Projects.

Action Desired: Approval of the Elementary Learning Center Programming Interlocal Agreement for the Summer

2024 Special Project

Policy /
Strategic Plan
Reference:

Strategy 1: We value our changing demographics and will maximize our systems, educational programs, and instructional practices to ensure high levels of academic achievement and growth for all students.

Responsible Person(s): Heather Phipps, Andy DeFreece, Amanda Wharton-Hunt

Superintendent's
Signature:

Shu Shute

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT ("Agreement") is entered into as of January 22, 2024 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision ("Learning Community") and **Douglas County School District No. 17**, **aka**, **the Millard Public School District**, a Nebraska political subdivision ("District").

WHEREAS, Learning Community is statutorily authorized to establish a system of elementary learning centers to enhance the academic achievement of elementary students within Learning Community, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility; and

WHEREAS, pursuant to the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 – 13-827) (the "Act"), public entities are authorized to enter into an agreement for joint or cooperative action so as to make the most efficient use of their powers, and this Agreement is made and entered into pursuant to the Act;

WHEREAS, Learning Community has determined that, in addition to offering programming through elementary learning centers, offering programming in partnership with member school districts, including District, is an effective means to fulfill its statutory mission; and

WHEREAS, District is willing to offer elementary learning programming in cooperation with Learning Community pursuant to this Agreement and the Act.

NOW THEREFORE, in consideration of the mutual agreements, promises and covenants set forth herein, Learning Community and District (each referred to herein individually as "Party" and collectively as "the Parties") agree as follows:

1. <u>Interlocal Agreement</u>. This Agreement is entered into pursuant to the Act. No separate legal entity is created by this Agreement, and no property will be acquired which would need to be disposed of upon termination. This Agreement will be administered on behalf of District by the Superintendent, and on behalf of Learning Community by its Executive Director, Elementary Learning Centers ("ELC ED").

2. Statement of Work.

- a. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby agrees to provide funding and District agrees to undertake and conduct the program(s) more specifically set forth in the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District and approved by Learning Community (including any amendments thereto) (collectively and individually, the "Program"), a summary of which is marked as Exhibit "A" attached hereto and by this reference incorporated herein (all references herein to the "Agreement" include the Agreement as supplemented by the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District).
- b. The purpose of the Program is to enhance the academic success of elementary students of District, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility.

- 3. <u>Performance Period</u>. The initial term of this Agreement shall be for a period of two (2) years and shall coincide with the timeframe(s) identified on Exhibit "A", unless earlier terminated as provided in this Agreement (the "Initial Term"). Notwithstanding the foregoing, neither party to this Agreement shall hold the other party responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of said party.
- 4. <u>Fiscal Agent</u>. District shall be the fiscal agent for the Program. As fiscal agent, District shall be solely responsible for compliance with the terms and conditions set forth in this Agreement related to the incurring of Program expenses, including the approval thereof, the payment of any and all bills and invoices related to the Program, and the submission of financial reports to Learning Community related to the Program.
- 5. <u>Elementary Learning Center Program</u>. The Program shall be implemented as an Elementary Learning Center program of Learning Community and District. Funding for the Program shall be provided from the Elementary Learning Center Fund Budget of Learning Community. The Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The Learning Community's Executive Director, Elementary Learning Centers ("ELC ED") shall, on behalf of and for Learning Community, have general oversight of the Program with regard to compliance by District with the terms of this Agreement, but shall have no authority with regard to the implementation, day-to-day operations or staffing of the Program, which shall be the sole responsibility of District.
- 6. <u>Participants</u>. District shall determine how many students will enroll in the Program and select the students that will participate in the Program; provided, however, that the Program shall not have an official enrollment of less than fifty percent (50%) of the projected enrollment set forth in the Program.

7. <u>Program Funding</u>.

- a. With respect to services to be provided during the Initial Term, Learning Community shall provide District with funding for the services performed and costs incurred, whether by District or by a third party contracted by District, related to the Program in a total amount(s) identified on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Program ("Program Amount"). The Program Amount shall be funded in monthly installments over the course of the Initial Term and paid in arrears pursuant to statements submitted to the Learning Community for costs incurred and services rendered by District during the previous calendar month. Such statements shall be provided to the Learning Community on or before the tenth (10th) calendar day of the month following the month to which such statement applies. Upon the written request of Learning Community, District shall provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements.
- b. Notwithstanding Section 7.a, the final monthly installment payment of the Program Amount will be remitted as set forth herein subsequent to the termination of the Program or expiration of the Initial Term, whichever occurs first, and submission of the final report to Learning Community pursuant to Section 8.b herein. The final report shall include a statement for Program services provided during the Initial Term which statement shall set forth an itemized listing of expenses actually incurred by District and shall be accompanied by documentation substantiating all itemized expenses set forth on such statement. Learning Community shall, after review and approval of the statement submitted by District pursuant to this subsection, remit the final installment payment to District within 30 days after receipt of the final report; provided, however, that the amount remitted in the final installment shall not result in the total amount paid to District exceeding either the lesser of the budget

amounts reflected on Exhibit A or the total amount of Program expenses actually incurred by District. If, at the conclusion of the Initial Term, upon receipt and review of the final report, Learning Community has, after application of all remittances made pursuant to Section 7.a and this Section 7.b., made payments to District which exceed the total amount of Program expenses actually incurred by District, District shall refund to Learning Community the amount by which the total remittances made by Learning Community exceed total expenses actually incurred.

- c. The amount(s) to be paid by Learning Community as provided under Sections 7.a and 7.b shall constitute the entire amount of funding by Learning Community for the Program. Learning Community shall not be liable for any further costs, including, but not limited to, such items as overhead, social security, pension, employment compensation, taxes, additional payments or any other expenses, incurred by District in the performance of the services related to the Program.
- d. District expressly agrees and acknowledges that District shall be solely and exclusively responsible for the day-to-day operations of the Program and for any and all payments to any contracted service providers contracted by District for services related to the Program. Learning Community shall not be responsible for any payment to any such contracted service providers for services related to the Program and District specifically acknowledges that Learning Community has no obligation for providing the day-to-day operations of the Program or for any payments of any kind or nature to any contracted service providers, other than its obligation to reimburse District for Program expenses as provided in Sections 7.a and 7.b.
- e. Learning Community reserves the right to withhold or suspend any payment(s) to be made by Learning Community pursuant to this Agreement, or to require a total or partial refund of Learning Community funds, if, as determined by Learning Community in its sole discretion, such action is necessary: (i) because District has not complied with any material term or condition of this Agreement; (ii) to protect the purposes and objectives of the Program; or (iii) to comply with changes in the requirements of any law or regulation applicable to Learning Community, District, or the Program.
- f. District expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the date of this Agreement which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) may result in the termination of this Agreement by Learning Community in accordance with Section 11 herein. District further expressly acknowledges and agrees that funding of the Program following the Initial Term is subject to change due to reallocation of funding within the subcouncils, availability of Carryover Funds from the Initial Term, and ultimate approval by Learning Community.
- g. In the event that the Program is terminated or suspended for any reason before payment of the Program expenses incurred by the District, Learning Community will pay to District within thirty (30) days of submission by the District to the Learning Community of an invoice for any unreimbursed Program services provided during the Initial Term and for the costs of terminating any contracts with vendors or other third parties providing services or material for the Program, which invoice shall set forth an itemized listing of expenses actually incurred by District and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice.

8. Reporting.

a. Promptly after execution of this Agreement, District and Learning Community shall meet with Evaluator (as defined below), and discuss and agree upon the evaluation methodology of the Program and the types and frequencies of data to be collected and shared by District. District shall provide such data to Learning Community and Evaluator in the types and frequencies as agreed upon

by such parties. Within sixty (60) days of the termination of the Program or expiration of the Program Term, whichever occurs first, District shall collect and report to the Munroe-Meyer Institute for Genetics and Rehabilitation, University of Nebraska Medical Center ("Evaluator"), the third-party evaluator of the Program retained by Learning Community, or such other qualified third-party evaluator retained by Learning Community and who is compliant with the Family Educational Rights and Privacy Act, as amended ("FERPA"), specified demographic and program evaluation data, as follows: (i) that data specified in the Program; and (ii) data mutually agreed upon by District, Learning Community and Evaluator. Learning Community acknowledges and agrees that any personally identifiable student information obtained by Evaluator from District pursuant to this Agreement is subject to FERPA, and in accordance with District's position thereon, such personally identifiable information shall not be disclosed to Learning Community, and Learning Community will not be provided access to such personally identifiable information.

b. Within 60 days of the termination of the Program or expiration of the Initial Term, whichever occurs first, District shall prepare and submit to Learning Community a written final Program report ("Report"). The Report shall include a narrative description of Program activities and accomplishments as well as pictures taken during the Program to support such narrative, and a detailed accounting of all expenditures made from payments received pursuant to Section 7.a. Said Report shall be submitted to the ELC ED. At the request of Learning Community, District shall make a live presentation of the Report to the appropriate achievement subcouncil of the Learning Community Coordinating Council, and the Elementary Learning Centers Task Force.

9. <u>Obligations of District</u>.

- a. District is responsible for administering and conducting the Program in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Program. District acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community. Prior to commencing the Program, District shall have submitted a fully-executed Statement of Assurances regarding the Program to Learning Community with this Agreement.
- b. The ELC ED, or other designated representative of Learning Community, will be permitted to conduct pre-arranged site visit(s) to the Program during the Initial Term in order to evaluate the Program, the provision of services, and the administration and implementation of the Program. For purposes of this Section 9.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than 24 hours in advance.
- c. Absent express approval from Learning Community, funds provided by Learning Community pursuant to this Agreement shall be accounted for separately in the financial books and records of District. District shall be responsible for establishing and maintaining adequate financial records for the Program, which records shall include a systematic accounting of the receipt and disbursement of Learning Community funds, and shall retain original substantiating documents related to specific expenditures of Learning Community funds and shall make these records available for review by Learning Community, or its designated representatives, upon request. District shall keep all financial records with respect to this Program for at least four (4) years following the year during which the Initial Term ended. Learning Community, or a designated representative thereof, reserves the right, upon prior written notice, to audit District's books and records relating to the expenditure of any funds provided by Learning Community related to the Program.

- d. District shall assure that all District employees providing services in conjunction with the Program shall have the appropriate credentialing or other licenses required by state law. District shall require, via contract with any contracted provider of Program services, that such third party shall require that its employees have the appropriate credentialing or other licenses required by state law.
- e. As permitted by law, District shall conduct, for its employees providing Program services who will, or may, directly interact with children a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check, and District shall require, via contract with any contracted provider of Program services, that such third party conduct said checks on all officers, employees and volunteers of said contracted provider involved with the Program, as permitted by law, who will, or may, directly interact with children. Neither District nor, if applicable, a contracted entity shall knowingly permit the involvement with the Program of any officer, employee or volunteer of said entity who does not pass all checks.
- f. If applicable, District shall assure that all entities with whom District contracts to provide services for the Program have a license to operate in Nebraska, if such a license is required by law.
- g. District shall procure and maintain at all times during the Initial Term, and, if applicable, shall require that all contracted service providers with whom District contracts for the Program procure and maintain at all times during the Initial Term the following minimum types and amounts of insurance:
 - i. Commercial General Liability Insurance providing coverage to District and naming Learning Community as Additional Insured on a primary and non-contributory basis, including completed operations, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 product and completed operations aggregate, and \$1,000,000 personal and advertising injury. District shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community;
 - ii. Sexual Abuse & Molestation coverage with a limit of not less than \$500,000 each occurrence and \$1,000,000 in the annual aggregate;
 - iii. Professional or Educator's Legal Liability insurance with a limit of not less than \$1,000,000 each claim;
 - iv. Automobile Liability insurance with a combined single limit for bodily injury, death and property damage of not less than \$1,000,000 per accident, which coverage shall apply to all owned, hired and non-owned vehicles used by District, its employees, agents, representatives, volunteers in conducting the Program;
 - v. Workers' Compensation Insurance covering District and its employees for all costs and statutory benefits and liabilities under the Nebraska Workers Compensation Act and any similar laws for its employees, and Employer's Liability Insurance with limits of not less than \$100,000 each employee injury, \$100,000 each employee disease, and \$500,000 policy limit for all accident injury or disease. District may self-insure for Worker's Compensation coverage. District shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community; and

vi. Umbrella / Excess Liability Insurance with limits of not less than \$1,000,000 each occurrence which shall provide additional liability coverage in excess of the Commercial General Liability, Auto Liability and Employer's Liability.

Before District or any contracted service provider shall be permitted to begin work or provide services, District and all such contracted service providers shall provide Learning Community with evidence of such insurance issued on a standard ACORD Certificate of Insurance as will meet all insurance requirements stated in this Agreement. It is the sole responsibility of District and any contracted service provider to provide Learning Community with written notice should any required insurance pursuant to this section be cancelled or non-renewed. Failure of District or a contracted service provider to provide and maintain all insurance required, or failure to provide written notice, shall not relieve District or such contracted service provider of its obligation under this Agreement.

By requiring insurance under this Agreement, Learning Community does not represent that the coverage and limits required will necessarily be adequate to protect the District or its contracted service providers for all claims or amounts of loss. Such coverage and limits shall not be deemed or construed to be any limitation of the District's, or its contracted service provider's, liabilities under any indemnification obligations provided to Learning Community under this Agreement.

- h. District shall allow Learning Community to review and approve the text of any proposed publicity or external communication concerning the Program prior to its release, which approval shall not be unreasonably withheld. Learning Community may include information regarding the Program, any photographs provided by the parties, and any general information about the parties and their activities in any external communications of Learning Community; provided, however, that Learning Community shall not use any District logos or trademarks without the prior approval of District, which approval shall not be unreasonably withheld.
 - 10. <u>Obligations of Learning Community</u>. Learning Community shall:
- a. Provide funds to District in a manner consistent with the terms and conditions of this Agreement; and
- b. Comply with the terms and conditions of this Agreement, as well as all applicable laws, rules, and regulations applicable to Learning Community
- 11. <u>Warranties & Representations</u>. District hereby warrants and represents to Learning Community that:
- a. The Program and use of Learning Community funds will comply with the terms of this Agreement, as well as all applicable laws, rules and regulations applicable to District and the Program.
- b. There is no fact known to District, its board members, officials, employees, representatives or agents which would materially affect the decision of Learning Community to enter into this Agreement which was not been disclosed to Learning Community.
- c. District is responsible for administering the Program in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Program. District acknowledges that failure to comply with the requirements of this

Agreement could result in suspension or termination of the Program Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community.

- 12. <u>Termination</u>. Either party may terminate this Agreement, with or without cause, at any time prior to the natural conclusion of the Initial Term, as applicable, upon sixty (60) days prior written notice to the other party; provided, however, that performance may be terminated with immediate effect by Learning Community upon delivery of written notice to District if Learning Community determines, in its reasonable judgment, that District is in material breach of this Agreement.
- 13. <u>Notice</u>. Any notice required to be given by this Agreement shall be sufficient if communicated in writing and sent by hand delivery or by certified United States Mail, postage prepaid, or by facsimile transmission. Notice shall be given as follows:

If to Learning Community: Interim Chief Executive Officer

Learning Community of Douglas and Sarpy Counties

1612 North 24th Street Omaha, Nebraska 68110 FAX: (402) 964-2478

If to District: Dr. John Schwartz, Superintendent

Millard Public Schools 5606 South 147th Street Omaha, Nebraska 68137 FAX: (402) 715-8409

or to such other address as any party hereto may, from time to time, give notice of to the other party in the above manner.

- 14. <u>Independent Contractor</u>. The parties hereto are independent contractors in their relationship to one another and are not, by virtue of this Agreement or otherwise, made agents, employees, employers, or joint venturers of one another. Neither party shall have any authority to bind the other party hereto.
- 15. <u>Indemnification</u>. Each Party covenants and agrees to indemnify and hold harmless the other party, its Board members, officers, consultants, agents, employees and representatives, and their successors and assigns, individually or collectively, (collectively, the "Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of the other party, its Board members, officers, consultants, agents, employees and representatives in administering the Program as specified in this Agreement; provided, however, that neither party shall be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Indemnified Parties.
- 16. <u>Non-Discrimination</u>. The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color,

national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement pursuant to Section 12 hereof.

- 17. <u>Governing Law.</u> This Agreement shall be interpreted according to the law of the State of Nebraska.
- 18. <u>Citizenship Verification</u>. District agrees and acknowledges that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. § 4-108 to 4-114, as amended.
- 19. <u>Compliance with Applicable Laws</u>. The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Program, including, but not limited to, FERPA and Neb. Rev. Stat. § 84-712 to 84-712.09, as amended.
- 20. <u>Amendment</u>. This Agreement may only be amended or modified by written agreement of all parties hereto. The parties hereto agree that amendments or modifications to the Program services, activities or budget which do not increase the total Program Amount set forth in this Agreement may be approved on behalf of Learning Community by Learning Community's Chief Executive Officer or Executive Director.
- 21. <u>Severability</u>. Should any part hereof or any sections of this Agreement be rendered or declared illegal, invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby.
- 22. <u>Waiver</u>. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.
- 23. <u>Assignment</u>. This Agreement may not be assigned or transferred by either party to this Agreement except by written agreement of the non-assigning party.
- 24. <u>Time is of the Essence</u>. The Parties acknowledge and agree that time is of the essence with respect to the final execution of this Agreement. As such, in the event District fails to provide Learning Community with an executed copy of this Agreement by February 9, 2024, the offer to enter into this Agreement by Learning Community shall automatically expire and become null and void as of such date. At the discretion of Learning Community, this may result in the funding identified in this Agreement being reallocated to other districts within the subcouncil.
- 25. <u>Entire Agreement</u>. This Agreement, together with any exhibits or schedules hereto, constitutes the entire agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed in duplicate on the respective dates set forth below.

Douglas County School District No. 17, aka, the Millard Public School District, a Nebraska political subdivision	SARPY COUNTIES , a Nebraska political subdivision
By:	By:
Its:	Its: Interim Chief Executive Officer
Date:	Date: 01.22.24

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT

Exhibit "A"

Elementary Learning Center

Programming Description & Budget

(See Attached)

SUBCOUNCIL 4

Millard Public Schools



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

Special Project Proposals 2023/2024

PROPOSAL			
Summary			
Electronic File Name:	Proposal 2023/2024_LearningCommunity_ District Name		
School District:	Millard Public Schools		
Program Name:	Kindergarten Readiness and Literacy Birth through the Gra	de 5	
Program Category	☐ Special Project		
Amount Requested:	\$96,000		
Subcouncil: (choose only one)	□ #1 □ #2 □ #3 #4 #6		
Program Start Date:	Program End Date: Spring 2024	Fall 2024	
Executive Summary: Describe how	Please limit response to 300 words or less in the space belonger	1	
services will be delivered, population to be served and organizational experience and capacity in the space to the right.	Unite for Literacy - will expand access to literature within t 100 books to our families participating in home visiting and the use of literature to improve early literacy and build numer visiting participants meet Title 1 qualifications within our 7 d buildings.	he home by providing providing modeling of eracy. All home	
	Summer Literacy Learning - will provide all 10,000 PK-5 s to open libraries and literacy activities during summer mont		
	Kindergarten Jumpstart - will increase kindergarten readii limited kindergarten roundup experiences traditionally confi include summer jumpstart experiences for all incoming Kindstudents (approximately 1,500 students).	ned to the spring to	

Contact Information				
Name and Title:	Dr. Heather Phipps, Associate Superintendent for Educational Services			
School District:	Millard Public Schools			
Email:	hphipps@mpsomaha.org			
Phone:	(402) 715-8306			
Street Address:	5606 South 147th Street			
City, State and ZIP Code:	Omaha, NE 68137			

Please complete this request by answering the following questions below:

Educational Need: Considering support services already in the buildings, please rank in order the schools with the highest needs for these services (highest to lowest). Needs statements for each building need only be filled out if requested in advance by the Learning Community.

Please report using Attachment A.

What is your district's 2023-2024 goal for Family and Community Partnership Engagement?

(Please limit response to 200 words or less in the space below.)

We will establish respectful, interactive, and reciprocal family-school partnerships built on mutual respect for the roles and strengths each individual has to offer. By collaborating and prioritizing family relationships we will create welcoming and safe school environments to ensure high levels of academic achievement and social growth for all students. This proposal looks to do that through early literacy opportunities for home visiting families and expanded literacy learning and kindergarten readiness for students in grades K through 5.

How will these fund provide opportunities for meeting the district's 2023-2024 Family and Community Engagement? Have you implemented this program previously?

The Unite for Literacy Growing Readers Program, aligns with our goal of ensuring high academic achievement through family engagement. By enrolling our families who are participating in our home visiting program, we can provide each family with 100 books for their home. Lack of access to books in the home, especially those with young children, is a significant part of educational disparities among children. By providing 100 books to our families participating in home visiting and providing modeling of the use of literature to build numeracy, language, etc. we will work to improve early literacy, language, and math skills prior to children entering school. By partnering with families to provide the skills and the resources to establish a language rich environment our goal is to strengthen the home-school connection.

Summer Literacy Learning creates opportunities for all Millard families to have access to open school libraries and literacy based activities during the summer at our neighborhood elementary schools. Each school will tailor their summer literacy learning program to include opportunities and access to books as well as exposure to various read aloud opportunities focused on building vocabulary and language while maintaining elementary literacy skills over the summer months.

The Kindergarten Jump Start program supports building communities to strengthen relationships and connections with our incoming families. Children have the opportunity to meet future classmates and staff prior to the start of school. They learn that school is a safe and welcoming place and have fun while doing various academic and social activities.

How will these funds support next steps for your district in family and community partnership engagement in the future?

(Please limit response to 200 words or less.)

Beliefs are the foundation of our Strategic Plan. Belief statements are an expression of the fundamental values, ethical codes, overriding convictions and principles for the district. One of our district's belief statements is Public education benefits the entire community and is the shared responsibility of all. Family engagement and partnership is essential to academic and social success of our students. The use of these funds to support early literacy while strengthening the home school connection for our youngest learners supports our district mission and beliefs.

One of our current steps within our Family and Community Engagement Goal has been to curate a framework for our district. Through this process we established 5 key features for any family engagement

initiative. This project request includes all 5 features: linked to learning, relational, collaborative, interactive and development and helps us to move our vision of building collaborative and authentic relationships with families.

How will these funds assist in closing the opportunity gap?

(Please limit response to 200 words or less.)

Participation in our home visiting and preschool program is prioritized for our most at risk families. Through partnership with families at an early age, providing access to books and opportunities for coaching and modeling of how to embed learning strategies into their daily lives, we hope to decrease the opportunity gap for our families who are financially disadvantaged.

The Unite for Literacy Growing Readers Program, will improve early literacy, language, and math skills prior to children entering school. By partnering with families to provide the skills and the resources to establish a language rich environment our goal is to strengthen the home-school connection. Summer Literacy Learning creates opportunities for all Millard families to have access to open school libraries and literacy based activities during the summer at our neighborhood elementary schools. The Kindergarten Jump Start program supports building communities to strengthen relationships and connections with our incoming families.

Describe the direct impact this request will have on children and families.

(Please limit response to 200 words or less.)

Providing families with access to books, coaching, and modeling through the various programs outlined above, we will build family engagement, grow family's confidence in creating a literature and language rich environment, and build quality home school connections.

4. Principle: Justified Budget for Program Support - Attachment B

Budget Summary/Justification—All Programs: Provide a detailed, itemized budget for each category of program income and expense on an attached document. Justify proposed expenditures by providing detail as to the purpose of the expenditure and the itemization of the expense (*i.e.* hourly rate or per item cost). Program budgets should balance (project income minus project expense = \$0). Please also indicate total cost of program, number of weeks per program, number of teacher and program hours per week.

Please complete Attachment B

Superintendent

I understand all of the above information is accurately and completely represented to the best of my knowledge. If Learning Community staff should have clarification questions, we agree to respond within two business days.

4884-1467-0745.1

Subcouncil: Subcouncil 4 and Subcouncil 6

Program Type: Special Projects

School District: Millard Public Schools

Building(s) Served (please include highest to lowest priority)	# of Teache rs	# of Coach es	ONLY IF REQUESTED BY LEARNING COMMUNITY: Needs Statement for each building. Data may include student demographics, performance, and unique needs.
Bryan Elementary	3		59 incoming kindergarten students
Cody Elementary	2		34 students
Disney Elementary	2		55 students
Holling Heights Elementary	3	1	46 students
Norris Elementary	2	1	64 students
Rockwell Elementary	2	1	40 students
Sandoz Elementary	3		39 students
Abbott Elementary	3		64 students
Ackerman Elementary	3		72 students
Aldrich Elementary	3		63 students
Black Elk Elementary	4		95 students
Cather Elementary	3		41 students
Cottonwood Elementary	2		40 students
Ezra Elementary	3		61 students
Harvey Oaks Elementary	2		45 students
Hitchcock Elementary	2		35 students
Montclair Elementary	5		84 students
Morton Elementary	3		56 students
Neihardt Elementary	4		58 students
Reagan Elementary	3		59 students
Reeder Elementary	4		84 students
Rohwer Elementary	3		56 students
Upchurch Elementary	3		67 students
Wheeler Elementary	4		88 students

Willowdale Elementary	3	52 students
Willowdale Elementary		oz students

ATTACHMENT B

PROGRAM BUDGET			
Program Revenue and Request	Amount	Comment	
Non-Learning Community Revenue (including in-kind)	\$ 25,920		
Learning Community Request	\$ 96,0000		
Total Program Revenue	\$ 121,920		

Program Expenses	Amount	Comment
Salaries & Wages	\$ 75,000	Approximately 96 staff to assist with activities for kindergarten transition/readiness and summer literacy activities for K-5
Insurance Benefits	\$ 0	
Transportation Costs	\$ 0	
Training	\$ 0	
Equipment	\$ 0	
Supplies	\$ 21,000	Literacy resources and books for families served by home visitors
Printing & Copying	\$ 0	
Telephone & Internet	\$ 0	
Postage	\$ 0	
Rent & Utilities	\$ 0	
In-Kind	\$ 25,920	Benefits, printing, use of buildings, building supplies, and administrative support
Other (please specify)	\$	
Total Program Expenses	\$ 121,920	

Total Cost of	# of Weeks per	# of Teachers	# Program Hours per Week
Program	Year of Program	in Program	
\$121,920	12 weeks	128	

AGENDA SUMMARY SHEET

Agenda Item:	Human Resources
Meeting Date:	March 4, 2024
Background	
Description:	Personnel Items: (1) Hiring Agenda, (2) Resignation Agenda, (3) Voluntary Separation Program (VSP), (4) Contract Addendum
Action Desired:	Approval
Policy / Strategic Plan Reference:	N/A
Responsible Person(s):	Dr Kevin Chick Associate Superintendent of Human Resources
Superintendent's Signature	John Schwich

TEACHER RECOMMENDED FOR HIRE

Recommend: The following teachers be hired for the 2024-2025 school year:

1. Diane M. Russell – BSN – University of Virginia. School Nurse for Millard Public Schools starting in February, 2024.

Recommend: The following teachers be hired for the 2024-2025 school year:

- 2. Madelene McCracken MA University of Nebraska, Omaha. Counselor at Millard South High School for the 2024-2025 school year. Previous Experience: Omaha Public Schools 2020-Present)
- 3. Kaitlyn D. Drake MA+27 Doane University. Science teacher at Russell Middle School for the 2024-2025 school year. Previous Experience: Ralston Public Schools (2020-Present)
- 4. Melody R. Kjerstad MA+36 Doane University. Science teacher at Millard West High School for the 2024-2025 school year. Previous Experience: Bellevue Public Schools (2000-Present)
- 5. Tatum L. Wolzen BA+9 University of Nebraska, Omaha. Science teacher at Millard South High School for the 2024-2025 school year. Previous Experience: Omaha Public Schools (2019-Present)
- 6. Kara M. Trampe BA University of Nebraska, Kearney. Art teacher at Millard South High School for the 2024-2025 School year. Previous Experience: Alief Independent School District, TX (2015-Present)
- 7. Joselyn M. Schnakenberg MA+27 University of Nebraska, Omaha. School Psychologist for Millard Public Schools for the 2024-2025 school year.
- 8. Theo E. Hennings MA Hastings College. Social Studies teacher at Millard North High School for the 2024-2025 school year. Previous Experience: Creighton Prep (2014-Present); Iowa Public Schools (2006-2014), Nebraska Public Schools (1997-2006), Texas Public Schools (1994-1997)
- 9. Lucas C. Gappa BA University of Nebraska, Omaha. Special Education (ACP) teacher at Millard North Middle School for the 2024-2025 school year.
- 10. Kelsie D. Premer BA University of Nebraska, Omaha. Special Education Resource teacher at Andersen Middle School for the 2024-2025 school year.
- 11. Brennan T. Casico BA Bellevue University. Business teacher at Millard West High School for the 2024-2025 school year.
- 12. Alexis M. Rouse BA University of Nebraska, Omaha. Secondary teacher hired on an Open Contract for the 2024-2025 school year.
- 13. Katherine J. Rupe Education Specialist University of Nebraska, Kearney. School Psychologist for at Ackerman Elementary School for the 2024-2025 school year. Previous Experience: Ralston Public Schools (2002-Present)

- 14. Katherine G. Wasser MA University of Nebraska, Omaha. Grade 2 teacher at Hitchcock Elementary for the 2024-2025 school year. Previous Experience: CADRE teacher and classroom teacher for Millard Public Schools (2022-Present)
- 15. Emily J. Lorenzen MA University of Nebraska, Omaha. Grade 2 teacher at Wheeler Elementary for the 2024-2025 school year. Previous Experience: CADRE teacher and classroom teacher for Millard Public Schools (2023-Present)
- 16. Madeline E. Sossi-Jones MA University of Nebraska, Omaha. Spanish teacher at Millard West High School for the 2024-2025 school year. Previous Experience: CADRE teacher and classroom teacher for Millard Public Schools (2022-Present)
- 17. Abigail M. Karloff MA University of Nebraska, Omaha. English Language Arts teacher at Millard West High School for the 2024-2025 school year. Previous Experience: CADRE teacher for Millard Public Schools (2023-Present)

RESIGNATIONS

Recommend: The following resignation(s) be accepted:

- 1. Elizabeth A. Tompkins Reading Interventionist at Beadle Middle School. Resigning at the end of the 2023-2024 school year for employment outside of education.
- 2. Kaitlyn N. Little Business teacher at Millard North High School. Resigning at the end of the 2023-2024 because of family relocation.
- 3. Alessandra C. Derks Montessori teacher at Montclair Elementary School. Resigning at the end of the 2023-2024 school year for personal family reasons.
- 4. Rachel A. Mathis Grade 2 teacher at Neihardt Elementary School. Resigning at the end of the 2023-2024 school year to take a teaching position with Gretna Public Schools.
- 5. Kristy L. McGuire Social Studies teacher at Millard South High School. Retiring at the end of the 2023-2024 school year.
- 6. William C. Duncan Grade 5 teacher at Black Elk Elementary School. Resigning at the end of the 2023-2024 school year because of family relocation.
- 7. Alycia K. Ervin Special Education teacher at Russell Middle School. Resigning at the end of the 2023-2024 school year for employment outside of education.
- 8. James M. Feeney III Principal at Bryan Elementary School. Resigning at the end of the 2023-2024 school year to take a Director of Secondary Education position with Bennington Public Schools.
- 9. Emilee A. Blackstone Grade 1 teacher at Neihardt Elementary School. Resigning at the end of the 2023-2024 school year to take a teaching position with Gretna Public Schools.
- 10. Rebecca A. Terrell English Learner teacher at Millard West High School. Resigning at the end of the 2023-2024 school year to take a teaching position with Elkhorn Public Schools.
- 11. Sara M. Vance Special Education teacher at Horizon High School. Resigning at the end of the 2023-2024 school year because of family relocation.
- 12. Nathan A. Alfson Special Education teacher at Millard South High School. Resigning at the end of the 2023-2024 because of family relocation.
- 13. Kristen D. Aken Math teacher at Central Middle School. Resigning at the end of the 2023-2024 school year because of family relocation.
- 14. Linda C. Dunn Family and Consumer Science teacher at Millard North High School. Resigning at the end of the 2023-2024 school year for employment outside of education.
- 15. Miranda H. Cormaci School Psychologist at Disney and Neihardt Elementary Schools. Resigning at the end of the 2023-2024 school year to take a Special Education Coordinator position with Elkhorn Public Schools.
- 16. Sandro R. DeAngelis Science teacher at Millard North High School. Resigning at the end of the 2023-2024 school year to take a teaching position with Elkhorn South High School.

March 4, 2024

Voluntary Separation Program (VSP)

Recommend: The following qualified candidates be approved to participate in the District's Voluntary Separation Program.

- 22. Cherilyn R. Wicks Kindergarten teacher at Cather Elementary
 - ~ 21 years of service
- 23. Dawn M. Lanham Instructional Facilitator and Read teacher at Black Elk Elementary
 - ~ 32 years of service
- 24. Matthew J. Gurnett Grade 5 teacher at Holling Heights Elementary
 - ~ 27 years of service
- 25. Janine S. Ellis Business teacher at Millard West High School
 - ~ 20 years of service
- 26. Ellen Y. Kramer Elementary MEP Facilitator for Millard Public Schools
 - ~ 20 years of service

March 4, 2024

AMENDMENT TO CONTINUING CONTRACTS

Recommend: Amendment to the following contract:

- 1. Nicole M. Beins Instructional Facilitator/READ teacher at Black Elk Elementary School. Amend contract from (1.0) FTE to (.4) FTE Instructional Facilitator for the 2024-2025 school year.
- 2. Amber V. Frantz Speech Pathologist at Montclair Elementary School. Amend contract from (1.0) FTE to (.5) FTE for the 2024-2025 school year.
- 3. Jacqueline M. Ottemann READ teacher at Wheeler Elementary School. Amend contract from (.5) FTE to (1.0) FTE Grade 5 teacher for the 2024-2025 school year.
- 4. Jessica M. Hamzhie Counselor at Millard South High School. Amend contract from (.5) FTE to (1.0) FTE for the 2024-2025 school year.

Board of Education Meeting

School District #17 of Douglas County, Nebraska Millard Public Schools March 4, 2024

Bill Unger, CPCU, ARM Sr. Vice President bill.unger@fnicgroup.com | 402.861.7076



School District #17 of Douglas County, Nebraska Millard Public Schools

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VI. Commercial Insurance Risk Management Report

a. 2023 Insurance Program Overview - Current

Throughout 2023, the commercial property casualty insurance market presented challenges and upward cost pressures not only for our District but also for every school district, private college, and major university nationwide. A key factor behind this firming market was the escalating cost of property insurance. Rising inflation and supply chain disruptions played significant roles in driving up construction costs, subsequently affecting insurance premiums. Consequently, the cost of commercial insurance saw an average increase of 20% - 25% in 2023. While casualty rates experienced a general uptrend across all insurance types, the most substantial and severe increases were notably observed in property insurance.

In 2023, the District experienced a substantial 30% increase in total property and casualty pure premium dollars, rising from \$2,366,884 to \$3,085,887, representing a notable increase of \$719,003 as indicated in Exhibit 1. This surge in premium was primarily fueled by a significant \$700,902 rise in Property Premium. Furthermore, it is worth noting the significant shift experienced in the marketplace for large property, was mostly characterized by substantial changes in primary and reinsurance appetite. In addition, the value of District real property saw an increase from \$777 million to \$892 million, a step taken to ensure better alignment with appropriate reconstruction values, reflecting the evolving nature of District assets and the carriers corresponding insurance requirements. Among the carriers, Travelers emerged as the top performer in the marketplace, offering the most favorable rate of 17 cents per \$100 of value.

School District #17 of Douglas County, Nebraska - Millard Public Schools 2023 Insurance Premium Recap - Net Property Rate

					 · - , · · · -					
Policy Year	2019	2020	2021		2022	2023	Variance \$	Variance %		
Premium	\$ 478,100	\$	627,656	\$	749,798	\$	859,129	\$ 1,560,031	\$ 700,902	81.50%
Total Insured Value	\$ 698,435,281	\$	698,435,281	\$	741,378,521	\$	777,822,457	\$ 892,620,819	\$ 114,798,362	14.75%
Net Rate per \$100	\$ 0.0685	\$	0.0899	\$	0.1011	\$	0.1105	\$ 0.1748	\$ 0.0643	58.22%

The workers' compensation remained one of the positive lines of coverage this year with payroll increasing nearly 3% and premiums remaining flat. The District's workers compensation program is mostly self-insured with a \$350,000 large deductible per occurrence. Sentry Insurance is the carrier and manages all facets of the workers compensation program. The District has a program that is an "incurred loss pre-funded large deductible". The District pre-funds the forecasted losses on an annual basis and as the losses are incurred, the loss dollars are paid from this loss fund. Any unused loss funds are then returned to the District on a prescribed schedule. The workers compensation sector represents 33% of the overall dollars the District spends for property and casualty insurance premiums. This percentage is less than other major employers and school districts. Given the size and consistent loss results for workers compensation, a large deductible program remains the most viable insurance option. The positive news is that the District is trending favorably in 2023.

School District #17 of Douglas County, Nebraska - Millard Public Schools 2023 Insurance Premium Recap - Net Workers' Compensation Rate

2018 2019			2020 _ 2021 _					2022		2023	Variance	Variance	
	~		~		~		~		₩.		~	\$	0/0
\$	975,967	\$	1,116,942	\$	1,163,730	\$	1,222,038	\$	1,030,550	\$	1,026,583	\$ (3,967)	-0.32%
\$	1,254,698	\$	734,238	\$	366,096	\$	525,586	\$	1,104,613	\$	185,679		
\$ 1	.38,335,868	\$1	41,435,162	\$ 1	146,268,137	\$:	146,268,137	\$ 1	153,700,000	\$:	157,880,000	\$ 4,180,000	2.72%
\$	0.71	\$	0.79	\$	0.80	\$	0.84	\$	0.67	\$	0.65		-3.02%
	\$ \$ \$ 1	\$ 975,967 \$ 1,254,698 \$ 138,335,868	\$ 975,967 \$ \$ 1,254,698 \$ \$ 138,335,868 \$1	\$ 975,967 \$ 1,116,942 \$ 1,254,698 \$ 734,238 \$ 138,335,868 \$141,435,162	\$ 975,967 \$ 1,116,942 \$ \$ 1,254,698 \$ 734,238 \$ \$ 138,335,868 \$ 141,435,162 \$ 5	\$ 975,967 \$ 1,116,942 \$ 1,163,730 \$ 1,254,698 \$ 734,238 \$ 366,096 \$ 138,335,868 \$141,435,162 \$ 146,268,137	\$ 975,967 \$ 1,116,942 \$ 1,163,730 \$ \$ 1,254,698 \$ 734,238 \$ 366,096 \$ \$ 138,335,868 \$141,435,162 \$ 146,268,137 \$	\$ 975,967 \$ 1,116,942 \$ 1,163,730 \$ 1,222,038 \$ 1,254,698 \$ 734,238 \$ 366,096 \$ 525,586 \$ 138,335,868 \$ \$141,435,162 \$ 146,268,137 \$ 146,268,137	\$ 975,967 \$ 1,116,942 \$ 1,163,730 \$ 1,222,038 \$ \$ 1,254,698 \$ 734,238 \$ 366,096 \$ 525,586 \$ \$ 138,335,868 \$ 141,435,162 \$ 146,268,137 \$ 146,268,137 \$ 2	\$ 975,967 \$ 1,116,942 \$ 1,163,730 \$ 1,222,038 \$ 1,030,550 \$ 1,254,698 \$ 734,238 \$ 366,096 \$ 525,586 \$ 1,104,613 \$ 138,335,868 \$ 141,435,162 \$ 146,268,137 \$ 146,268,137 \$ 153,700,000	\$ 975,967 \$ 1,116,942 \$ 1,163,730 \$ 1,222,038 \$ 1,030,550 \$ \$ 1,254,698 \$ 734,238 \$ 366,096 \$ 525,586 \$ 1,104,613 \$ \$ 138,335,868 \$ 141,435,162 \$ 146,268,137 \$ 146,268,137 \$ 153,700,000 \$ 1	\$ 975,967 \$ 1,116,942 \$ 1,163,730 \$ 1,222,038 \$ 1,030,550 \$ 1,026,583 \$ 1,254,698 \$ 734,238 \$ 366,096 \$ 525,586 \$ 1,104,613 \$ 185,679 \$ 138,335,868 \$ 141,435,162 \$ 146,268,137 \$ 146,268,137 \$ 153,700,000 \$ 157,880,000	\$ 975,967 \$ 1,116,942 \$ 1,163,730 \$ 1,222,038 \$ 1,030,550 \$ 1,026,583 \$ (3,967) \$ 1,254,698 \$ 734,238 \$ 366,096 \$ 525,586 \$ 1,104,613 \$ 185,679 \$ 138,335,868 \$ 141,435,162 \$ 146,268,137 \$ 153,700,000 \$ 157,880,000 \$ 4,180,000





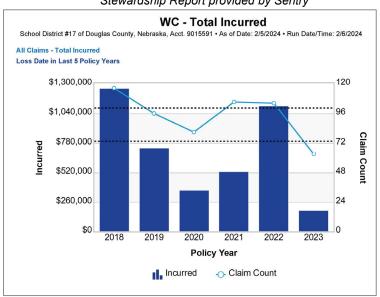
WC Stewardship Report

School District #17 of Douglas County, Nebraska

Policy Year between 2018 and 2023

Cost Drivers (by \$)		Frequency Drivers (by Claim Count)							
Cause Category	% Incurred	Incurred	Average Incurred	Cause Category	Number Of Claims	% Claim Count			
Strain By Lifting	14.76%	\$615,817.44	\$15,019.94	Slip From Same Level	71	12.57%			
Slip From Spills	13.74%	\$573,153.58	\$28,657.68	Struck By Worker/Patient	64	11.33%			
Slip From Same Level	13.35%	\$556,894.93	\$7,843.59	Slip on Ice/Snow	45	7.96%			
Strain By Twisting	8.65%	\$360,821.60	\$12,027.39	Strain By Lifting	41	7.26%			
Slip on Ice/Snow	7.93%	\$330,666.92	\$7,348.15	Strain By Twisting	30	5.31%			
All Other Combined	41.56%	\$1,733,557.77	\$4,842.34	All Other Combined	314	55.58%			

Stewardship Report provided by Sentry



WC Total Incurred provided by Sentry

Millard Public Schools' casualty program consists of general liability, school board legal liability, auto liability, auto physical damage, cyber liability, crime, pollution liability and workers' compensation. These major lines of coverage remained relatively flat in premium with the same carriers and no material coverage changes.

- The school board legal liability, public liability, auto liability, and umbrella policies are insured with United Educators within a loss sensitive program subject to a self-insured retention of \$100,000; defense and litigation costs are included within the district's \$100,000 retention. This package policy with United Educators includes the public liability, school board liability, automobile, and umbrella. The District has a \$5M Public Liability limit along with a separate \$5M limit School Board Legal Liability limit (defense costs outside the limit of liability). To view a coverage recap of the Districts' SBLL see attached.
- The workers' compensation program is insured with Sentry Insurance Company and has a retention of \$350,000 per claim/per occurrence. No significant changes or material losses since the last Board report.
- The cyber/network security/privacy liability insurance coverage is with Crum and Forster Insurance Company. The District's cyber coverage includes ransomware, and breach costs with a \$2,000,000 limit.





Ransomware/extortion limit decreases to \$1,700,000 with a 15% coinsurance. The 2023 cyber premium remained flat at \$49,156.

Overall, Millard Public Schools' total cost of risk compares favorably to other educational institutions on a national basis. According to the Advisen 2023 RIMS Benchmark Survey (year ending 2022), which is a review of insurance cost metrics, Millard Public Schools continues to remain more competitive compared to the national average for the total cost of risk in the education sector (SIC 8200 and 8210). Based on total revenues of less than \$1B, Millard Public Schools spends 15% less than the national average. The District insurance cost is just over 1.08% cost of risk per \$1 revenue.

School District #17 of Douglas County, Nebraska - Millard Public Schools 2023 Insurance Premium Recap - Net Casualty Rate

	2018	2019		2020	2021	2022	2023	Variance	Variance
Description of Coverage	Audited 🔻	Audited	Y	Audited 🔻	Audited 🔻	Estimated 💌	Estimated 💌	(\$) ▼	(%) ▼
Premium Sub-total	\$ 1,828,355	\$ 2,003,1	1 \$	2,183,484	\$ 2,374,402	\$ 2,315,829	\$ 3,031,207	\$ 715,378	30.89%
Net Rate per \$100 of Payroll	\$ 1.3217	\$ 1.41	63 \$	1.4928	\$ 1.6582	\$ 1.5399	\$ 1.9546	\$ (0.1183)	26.93%
Net Rate per Student	\$ 76.2069	\$ 85.61	94 \$	99.0467	\$ 106.0309	\$ 103.9932	\$ 136.3325	\$ (2.0377)	31.10%

b. Property and Casualty outlook for Millard Public Schools

The insurance market in 2023 was very challenging. The District can anticipate some stability in the marketplace in 2024. The District will still see some premium increases in 2024, however they will not be as significant as they were in 2023. One factor influencing the market right now for education nationwide is the relatively small group of insurers specializing in education. Since 2019, there has been an increase in liability claims from both frequency and severity. United Educators RRG's "large loss report" identified 69 publicly reported claim awards and settlements of over \$1M in K - 12, colleges and universities in 2022. The Property market will continue to be the most challenging aspect of the insurance program. Record industry losses due to weather events and inflation continue to push rates up. In addition, underinsured properties present a "new" risk and rate need for carriers with underwriters focusing on valuation of reconstruction cost on renewals. The District has been stair stepping their building values in the last three years since 2020. Overall values have increased 28% since 2020 with a total insured value of \$893M in 2023.





c. 2024 Commercial Insurance Market - Anticipated Trends and Pricing

FNIC Group will begin negotiating all lines of coverage in the first and second quarter of 2024. FNIC Group has access to all national and regional markets and we will look for every possible option/market. Below are anticipated pricing and trends for the 2024 Millard Public School insurance program:

COVERAGE	RATES	AVAIL- ABILITY	CAPACITY	UNDER- WRITING SCRUTINY	COMMENTS
Commercial Auto	0	0	0	0	Auto losses will continue to drive rate increases for this line of coverage.
Cyber Risk	0	0	0	0	Education is considered a top target for cyberattacks. Rates continue to increase at levels comparable to 2023. There are markets for schools that have strong cybersecurity measures in place.
Employment Practices Liability (EPL)	0	0	0	0	Claims continue to drive up costs. Causes for concern are wrongful termination, discrimination and retaliation. These suits are increasingly common, and jury verdicts can stretch into the millions.
General Liability	\bigcirc	\bigcirc	\bigcirc	\bigcirc	Rates continue to increase at levels comparable to 2023. A small but consistent group of markets is interested in offering this coverage
School Leaders Liability	0	0	0	0	Increased litigation and large losses continue to drive up pricing and underwriting scrutiny.
Sexual Abuse and Molestation	0	0	0	0	Claims are driving insurance costs. There is a limited group of companies willing to write this coverage. Carriers will focus their capacity on schools that proactively manage this risk.
Property	0	0	0	0	Rates continue to rise due to tremendous pressure from severe storm losses and hyperinflation. Rate increases may begin to moderate, and availability may improve in the second half of 2024, provided there are no extraordinary catastrophe losses.
Umbrella/ Excess	0	0	0	0	Rates continue to increase at levels comparable to 2023. Excess carriers will be cautious in deploying capacity to this sector due to concerns about sexual misconduct and active shooter incidents.
Workers' Compensation	0	0	0	0	Conditions in this line will likely remain favorable for buyers with good loss histories.





Workers Compensation	1% - 2%	The WC program is written with a \$350,000 deductible. The fixed premium is a small percentage with most of the dollars being variable based upon losses.
School Board Legal General Liability	10% - 13%	The District has had favorable experience in comparison to the rest of the country. However, increased litigation and large losses continue to drive up pricing and underwriting scrutiny.
Property	13% - 15%	MPS took a significant change in W/H retention in 2020 in addition to a \$500M loss limit in 2023. I anticipate marketplace will want rate per \$100 of value at +15% in 2024 in addition to higher reconstruction values.
Automobile	10% - 15%	MPS has performed well however, auto reinsurance is up 10%-15% on average, which will provide upward pressure on auto.
Crime/Cyber	1% - 5%	Marketplace is seeing a softer market with favorable rate in all sectors







Coverage	2019 Premium		2020 Premium		2021 Premium		2022 Premium		2023 Premium	Variance (\$)	Variance (%)
Property	\$ 478,100	\$	627,656	\$	749,798	\$	859,129	\$	1,560,031	\$ 700,902	93.48%
Property - Wind/Hail Deductible Buy Down	\$ 26,919	N/A		N/A	4	N/A	١	N/A			
Inland Marine	\$ 9,695	\$	10,721	\$	4,610	\$	6,555	\$	6,329	\$ (226)	-4.90%
Boiler & Machinery	\$ 44,403	\$	49,039	\$	14,374	\$	14,881	\$	19,584	\$ 4,703	32.72%
Blanket Installation Floater	N/A		N/A							\$ -	#DIV/0!
Builders Risk	\$ 3,357	\$	2,231	\$	21,762	\$	2,500	\$	2,500	\$ -	0.00%
Crime	\$ 9,904	\$	9,495	\$	9,635	\$	9,557	\$	9,521	\$ (36)	-0.37%
Casualty Policy (General Liability, Auto Liability, School Board Legal Liability, Umbrella, Nurses Professional, Fiduciary)	\$ 219,881	\$	217,499	\$	259,750	\$	289,345	\$	301,430	\$ 12,085	4.65%
Automobile – Physical Damage	\$ 39,023	\$	44,391	\$	29,636	\$	25,070	\$	26,188	\$ 1,118	3.77%
Workers' Compensation	\$ 1,116,942	\$	1,163,730	\$	1,222,038	\$	1,030,550	\$	1,026,583	\$ (3,967)	-0.32%
Excess Employers Liability	\$ 8,101	\$	9,815	\$	12,875	\$	13,854	\$	14,652	\$ 798	6.20%
Cyber Liability	\$ 16,723	\$	20,030	\$	36,665	\$	51,131	\$	51,130	\$ (1)	0.00%
Pollution/Mold Liability	\$ 30,104	\$	28,877	\$	13,258	\$	13,258	\$	13,258	\$ -	0.00%
Sub Total**	\$ 2,003,152	\$	2,183,484	\$	2,374,401	\$	2,315,830	\$	3,031,206	\$ 715,376	30.13%
FNIC Consulting Fee	\$ 51,055	\$	51,055	\$	51,055	\$	51,055	\$	54,680	\$ 3,625	7.10%
Total Cost with Consulting Fee	\$ 2,054,207	\$	2,234,539	\$	2,425,456	\$	2,366,885	\$	3,085,886	\$ 719,001	29.64%

^{*}Audited premium, WC retrospective valuation is as of 12/31/2019

Carrier change

^{**}All policies are written "net cost" without commission to FNIC fka The Harry A. Koch Co.



School District #17 of Douglas County - Millard Public Schools Exhibit 2 - 2023 Deductible/Retention Summary

Property											
Travelers			g/Contents/Electro ocessing Equipme			Limit: \$892,620,819 (\$500M loss limit/per O	Deductible: \$50,000; Wind/Hail Deductible: 2% of SOV, \$250,000 minimum aggregate per occurrence				
Travelers	Sche	edu	lled Equipment			Limit: \$1,226,010	Deductible: \$1,000				
Equipment Bre	eakdo	wn									
Hartford Steam Boiler	Equi	ipm	ent Breakdown			Limit: \$100,000,000		Direct Deductible: \$5,000			
Crime											
Travelers	Crim	ne				Limit: \$1,000,000		Retention: \$5,000			
Auto – Physica	al Dan	naç	je								
Acuity	Auto	-Pl	nysical Damage			Limit: Actual Cash Val or Cost of Repair	ue	Deductible: \$1,000			
Casualty (Liab	ility)	*Д	After \$1,000,000 poli	cy rete	ntio	n has been paid, retention	n chan	ges to \$5,000 per occurrence			
United Educate	ors		General Liability/ Liability/Miscellar Professional Liab	neous		Limit: \$5,000,000		Retention: \$100,000*			
United Educate	ors		School Board Le	gal		Limit: \$5,000,000	Retention: \$100,000*				
United Educate	ors		Fiduciary Liability	1		Limit \$2,000,000	Deductible: \$100,000				
Workers' Com	pensa	atio	n/Employers Liabi	lity [*]	*Apj	plies per policy					
Sentry Casuali Company	,		orkers' mpensation			atutory		Deductible: \$350,000 Aggregate: \$5,000,000*			
Sentry Casuali Company	ty	Em	ployers Liability	\$1,00	00,0 00,0	l,000,000 Each Accider 000 Disease-Policy Lim 000 Disease-Each ee		Deductible: \$350,000 Aggregate: \$5,000,000*			
Excess Emplo	yers L	₋iab	oility								
The Princeton Insurance Con			and Surplus Lines	Liı	mit	: \$4,000,000	Ded	uctible: None			
Cyber Liability	/Netw	ork	Security								
Crum & Forste	r Spe	cia	Ity Insurance Co.	Liı	mit:	\$2,000,000	Rete	ention: \$75,000			
Pollution Liabil	ity										
Berkley						: \$1,000,000 egate: \$2,000,000	Mold Com	Retention: \$25,000; Mold: Per Classroom - \$10,000; Common Area - \$50,000 / \$150,000 SIR aggregate			

School District #17 of Douglas County - Millard Public Schools

Exhibit 3 - Premium Exposure Summary

Description of Coverage	2019 Audited		2020 Audited		2021 Audited		2022 Estimated		2023 Estimated	Variance (\$)	Variance (%)
Property Premium	\$ 478,100	\$	627,656	\$	749,798	\$	859,129	\$	1,560,031	\$ 700,902	81.58%
Total Insured Value ¹	\$ 697,952,074	\$	698,435,281	\$	741,378,521	\$	777,822,457	\$	892,620,819	\$ 114,798,362	14.76%
	00k/Occ-Each	2%	6 per occurrence	2	% per occurrence	2	2% per occurrence		500M Loss Limit		
Wind/hail Deductible	emises 00k Max/Occ-All		per location,		per location,		per location,	2%	per occurrence per location,		
	emises	;	\$250,000 min.		\$250,000 min.		\$250,000 min.		\$250.000 min.		
Rate per \$100		\$	0.0899	\$	0.1011	\$	0.1105		0.1748	\$ 0	58.23%
Property - Wind & Hail Deductible Buy Down Premium	\$ 26,919	\$	-	\$	-					\$ -	
Deductible	 50,000		-	\$	-					\$ -	
Total Insured Value ¹	\$ 697,652,071	\$	-	\$	-					\$ -	
Maximum Amount Payable	\$50k/Occ. \$100k/Agg.	\$	-	\$	-					\$ -	
Rate per \$100 Total Breakdown Limit	53.8375									\$ -	
Inland Marine Premium	\$ 9,695		10,721	\$	4,610				6,329	 (226)	-3.45%
Limit - Scheduled Items	 955,310		938,274	_	918,310	_	, ,		1,177,860	\$ (48,150)	-3.93%
Rate per \$100	\$ 1.0149	\$	1.1426	\$	0.5020	\$	0.5347	\$	0.5373		0.50%
Equipment Breakdown/Boiler & Machinery Premium	\$ 44,403	\$	49,039		14,374			\$	19,584	\$ 4,703	31.60%
Total Limit per Breakdown	 88,500,000		88,500,000		100,000,000		100,000,000		100,000,000	-	
Building, Contents, BI Limit	 697,652,075		698,435,279		, ,	\$	777,822,457	_	892,620,819	\$ 114,798,362	14.76%
Rate per \$100 Total Breakdown Limit	\$ 0.0502	\$	0.0554	\$	0.0144	\$	0.0149	\$	0.0196		31.60%
Builders Risk - Blanket Premium (Deposit, Subject to Audit)	\$ 3,357	\$	2,231	\$	21,762	\$	2,500	\$	2,500	\$ -	0.00%
Deposit/Audited	Audited		Deposit		Deposit		Deposit		Deposit		
Crime Premium	\$ 9,904	\$	9,495	\$	9,635	\$	9,557	\$	9,521	\$ (36)	-0.38%
Employee Count	3,054		3,075		3,043		2,891		2,855		-1.25%
Casualty Premium: General Liability, Auto Liability, School Board Legal Liability, Umbrella, Nurses Professional, Fiduciary	\$ 219,881	\$	217,499	\$	259,750	\$	289,345	\$	301,430	\$ 12,085	4.18%
Student Count	23,396		22,045		22,875		22,760		22,635		-0.55%
Rate per 100 Students	\$ 0.0940	\$	0.0987	\$	0.1136			\$	0.1332		4.75%
Automobile - Physical Damage Premium	\$ 39,023	\$	44,391	\$	29,636	\$	25,070	\$	26,188	\$ 1,118	4.46%
# Units	117		117		118		115		117		1.74%

School District #17 of Douglas County - Millard Public Schools

Exhibit 3 - Premium Exposure Summary

Description of Coverage	2019 Audited	2020 Audited	2021 Audited	2022 Estimated	2023 Estimated	Variance (\$)	Variance (%)
Average Rate per Unit	\$ 335	\$ 379	\$ 251	\$ 218	\$ 224		2.67%
Workers' Compensation: Pre-funded Amount (Original)	\$ 1,116,942	\$ 1,163,730	\$ 1,222,038	\$ 1,030,550	\$ 1,026,583	\$ 3,967	-0.38%
Fixed Cost Premium w TRIA (Audited)	\$ 177,218	\$ 179,763	\$ 179,763	\$ 188,897	\$ 194,035	\$ 5,138	2.72%
Loss Deposit (Original) ²	\$ 939,724	\$ 983,967	\$ 1,042,275	\$ 841,653	\$ 832,548	\$ 9,105	-1.08%
Payroll (Audited)	\$ 141,435,162	\$ 146,268,137	\$ 146,268,137	\$ 153,700,000	\$ 157,880,000	\$ 4,180,000	2.72%
Deductible/Loss Limit	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ -	0.00%
NCCI Experience Mod. Factor	1.15	1.23	1.29	0.98	0.82		-16.33%
Rate per \$100 of Payroll (Pre-funded)	\$ 0.7897	\$ 0.7956	\$ 0.8355	\$ 0.6705	\$ 0.6502		-3.02%
Employers Legal Liability - Excess Premium	\$ 8,101	\$ 9,815	\$ 12,875	\$ 13,854	\$ 14,652	\$ 979	5.76%
Payroll	\$ 141,435,162	\$ 146,268,137	\$ 146,268,137	\$ 153,700,000	\$ 157,880,000	\$ 4,180,000	2.72%
Rate per \$100 of Payroll	\$ 0.0057	\$ 0.0067	\$ 0.0088	\$ 0.0090	\$ 0.0093		2.96%
Cyber/Network Security/Privacy Premium	\$ 16,723	\$ 20,030	\$ 36,665	\$ 51,131	\$ 51,131	\$ -	0.00%
Revenue	\$ 230,000,000	\$ 230,000,000	\$ 230,000,000	\$ 280,000,000	\$ 285,000,000	\$ 5,000,000	1.79%
Rate per \$1,000 of Revenue	\$ 0.07	\$ 0.09	\$ 0.16	\$ 0.18	\$ 0.18		-1.75%
Pollution Liability Premium ³	\$ 30,104	\$ 28,877	\$ 13,258	\$ 13,258	\$ 13,258	\$ -	0.00%
Gross Revenues	\$ 320,000,000	\$ 240,800,000	\$ 230,000,000	\$ 280,000,000	\$ 285,000,000	\$ 5,000,000	1.79%
Premium Sub-total	\$ 2,003,151	\$ 2,183,484	\$ 2,374,402	\$ 2,315,829	\$ 3,031,207	\$ 715,378	30.89%
Consulting Fee - FNIC	\$ 51,055	\$ 51,055	\$ 51,055	\$ 51,055	\$ 54,680	\$ 3,625	7.10%
Total Premium + Fee	\$ 2,054,206	\$ 2,234,539	\$ 2,425,457	\$ 2,366,884	\$ 3,085,887	\$ 719,003	30.38%
Net Rate per \$100 of Payroll	\$ 1.4163	\$ 1.4928	\$ 1.6582	\$ 1.5399	\$ 1.9546	\$ (0.1183)	26.93%
Net Rate per Student	\$ 85.6194	\$ 99.0467	\$ 106.0309	\$ 103.9932	\$ 136.3325	\$ (2.0377)	31.10%

¹Excludes \$300,000 Personal Property

Carrier Change in 2021

²Includes LCF (Loss Conversion Factor), MSF (Medical Savings Fees), LDF (Loss Development Factor)

³Pollution: 3 year term 6/1/2021-2024 for \$39,774.48 paid in



Exhibit 4 - Loss Illustration

Coverage	Workers' Compensation ¹		Property/Boiler Machinery		Auto		Public School Liability ²		School Board Legal ³		Umbrella/Excess	
Policy Year	# of Claims	Incurred Losses Paid & Reserved	# of Claims	Incurred Losses Paid & Reserved	# of Claims	Incurred Losses Paid & Reserved	# of Claims	Incurred Losses Paid & Reserved	# of Claims	Incurred Losses Paid & Reserved	# of Claims	Incurred Losses Paid & Reserved
2002-03	164	\$ 541,629	4	\$ 2,445	7	\$ 1,141	27	\$ 27,237	1	\$ -	0	\$ -
2003-04	168	\$ 515,257	1	\$ -	6	\$ 11,047	26	\$ 36,821	1	\$ -	0	\$ -
2004-05	168	\$ 234,014	0	\$ -	7	\$ 19,557	27	\$ 80,868	0	\$ -	0	\$ -
2005-06	138	\$ 311,017	1	\$ -	1	\$ 475	21	\$ 18,840	1	\$ 1,055	0	\$ -
2006-07	158	\$ 425,374	0	\$ -	7	\$ 15,291	35	\$ 86,016	0	\$ -	0	\$ -
2007-08	158	\$ 521,618	1	\$ 2,004	10	\$ 24,785	36	\$ 216,112	2	\$ -	0	\$ -
2008-09	108	\$ 401,864	2	\$ 2,637	12	\$ 18,945	31	\$ 128,948	0	\$ -	0	\$ -
2009-10	111	\$ 762,605	1	\$ -	14	\$ 8,460	35	\$ 10,078	5	\$ 62,821	0	\$ -
2010-11	108	\$ 1,687,381	1	\$ -	6	\$ 9,961	24	\$ 16,684	1	\$ -	0	\$ -
2011-12	99	\$ 581,768	1	\$ 1,467,254	4	\$ 13,641	11	\$ 12,127	1	\$ -	0	\$ -
2012-13	103	\$ 443,152	1	\$ 1,312,729	5	\$ 41,427	7	\$ 38,951	1	\$ -	0	\$ -
2013-14	111	\$ 570,096	1	\$ 35,125	5	\$ 7,386	9	\$ 9,133	2	\$ -	0	\$ -
2014-15	101	\$ 690,895	0	\$ -	5	\$ 31,515	1	\$ -	1	\$ 27,318	0	\$ -
2015-16	117	\$ 694,170	3	\$ 114,106	3	\$ 11,799	1	\$ 167,514	2	\$ -	0	\$ -
2016-17	88	\$ 490,692	0	\$ -	11	\$ 36,299	10	\$ 7,013	1	\$ -	0	\$ -
2017-18	138	\$ 1,237,966	2	\$ 55,044	6	\$ 13,121	2	\$ 234,447	2	\$ -	0	\$ -
2018-19	116	\$ 1,254,698	1	\$ 3,664,240	6	\$ 20,875	11	\$ 12,142	1	\$ -	0	\$ -
2019-20	96	\$ 734,238	0	\$ -	3	\$ 10,126	1	\$ 4,058	2	\$ -	0	\$ -
2020-21	81	\$ 366,096	0	\$ -	7	\$ 13,993	1	\$ 2,083	0	\$ -	0	\$ -
2021-22	105	\$ 525,586	1	\$ 11,181	3	\$ 10,648	2	\$ 2,403	0	\$ -	0	\$ -
2022-23	104	\$ 1,104,613	0	\$ 66,553	3	\$ 3,384	2	\$ -	0	\$ -	0	\$ -
2023-24	63	\$ 185,679	0	\$ -	2	\$ 16,807	3	\$ 900	0	\$ -	0	\$ -
Total	2,603	\$ 14,280,408	21	\$ 6,733,318	128	\$ 320,492	318	\$ 1,111,475	24	\$ 91,194	0	\$ -
20 Year Average/	124	\$ 1,241,775	2	\$ 585,500	11	\$ 28,747	28	\$ 96,689	2	\$ 7,930	0	0
5 Year Average (2018-2022)	100	\$ 797,046	0	\$ 748,39	5 4	\$ 11,805	3	\$ 4,137	1	\$ -	0	\$ -

Losses Valued as of Febrauary 2024

Insurance Companies

Acuity: Auto Physical Damage (2021)

Liberty Mutual: Workers' Compensation (2000-2007, 2011-2014)

United Heartland: Workers' Compensation (2008-2010)

Sentry Ins. Co.: Workers' Compensation (2014-present)

Travelers: Property, General Liability, Auto, Umbrella (2002-2011); Property, Auto Physical Damage (2011-2020); Property (2021)

United Educators: General Liability, Auto Liability, School Board Legal, Umbrella, Nurses Professional, Fiduciary (2011-present)

Year - To	otal ALL Lo	osses by Year
2013	\$	621,740.29
2014	\$	749,728.00
2015	\$	987,588.71
2016	\$	534,003.93
2017	\$	1,540,578.08
2018	\$	4,951,954.58
2019	\$	748,422.00
2020	\$	382,172.09
2021	\$	549,818.30
2022	\$	1,174,550.00
2023	\$	203,386.00

¹WC claim count includes record only reports

³ Public School Liability includes reported claims (2014-current) including those within the \$100,000 retention and closed without payout

² School Board Legal Liability includes: employment related allegations, reported claims (2014-current) including those within the \$100,000 retention and closed without payout