

Ashland-Greenwood Public Schools  
Board of Education Regular Meeting

July 18<sup>th</sup>, 2011

Conference Room, High School

1842 Furnas Street  
Ashland, NE 68003

1. Call to Order. Roll Call.
2. Acknowledgement of Open Meetings Law posting.
3. Recognition of public participation.
4. Visitors and Communications from the Public
5. Approval of changes in the mailed agenda and/or changes in the agenda order.
6. Approval of consent agenda Items
  - A. Approval of June 20, 2011 Board Minutes
  - B. Acceptance of Financial Reports
  - C. Approval of Claims
  - D. Contract renewals:
    - i. Boys Town contract
    - ii. Occupational Therapist: Beverly J. Wiggs
7. Administrators' and Practitioners' Reports
  - A. Ms. Finkey
  - B. Ms. Bray
  - C. Mr. Jacobsen
  - D. Dr. Kassebaum
8. Old Business
  - A. Consideration and action to approve extra-curricular duty assignment.
9. New Business
  - A. Consideration and possible action on substitute teacher rates for 2011-12.
  - B. Action to appoint Foundation Board Members
  - C. Consideration and action to approve resolution for renewal of the NASB Medicaid Consortium.
  - D. Discussion and possible action on purchasing of staff laptops.

**10. Information Items**

**A.** NASB Area Meeting is scheduled for Wednesday, September 21, 2011 at Fremont Middle School beginning at 4:45 PM. Let the Superintendent's Office know if you plan to attend and we will register you for the event.

**B.** Discussion on possible board retreat.

**C.** NASB Board Award information

**11.** Call for the next regular meeting: The next regular meeting is set for Monday, August 1<sup>st</sup>, 2011 at 7:30 PM in the conference Room at the Ashland-Greenwood High School; 1842 Furnas Street; Ashland, NE 68003. An agenda for the meeting shall be kept continuously current in the Office of the Superintendent of Schools at 1225 Clay Street in Ashland, NE 68003.

**12.** Adjournment

**Ashland-Greenwood Public Schools  
Board of Education  
Meeting Minutes  
June 20, 2011**

**Opening**

A meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened open and public session on June 20, 2011

**Attendance**

The roll was called and the following Board members were present:

**Attendance Taken at 7:25 PM:**

Present Board Members:

Melvin Cerny  
David Nygren  
Suzanne Sapp  
Karen Stille  
Tom Walsh

Absent Board Members:

Kevin Garner

**Notice**

Notice of the meeting was posted in advance in the Superintendent's Office, 1225 Clay Street, Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Centennial Bank, 2433 Silver St., Ashland, NE. Notice of this meeting was given in advance to all members of the Board of Education. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the public.

**1. Call to Order. Roll Call.**

**2. Acknowledgement of Open Meetings Law posting.**

Discussion:

Suzanne Sapp announced a current Open Meeting Law poster is posted in the meeting room.

**3. Recognition of public participation.**

Discussion:

There was no public present at the meeting.

**4. Visitors and Communications from the Public**

Discussion:

Harriet Gould of Phi Delta Kappa was present to recognize Craig Pease with an award Outstanding Educational Leader Award for exemplary work in the field of education.

**5. Approval of changes in the mailed agenda and/or changes in the agenda order.**

Discussion:

There were no changes to the mailed agenda.

**6. Approval of consent agenda Items**

Discussion:

Approval of contracts Waverly Life Program, Learn 2 move; ESU2, Summer Speech Program, Yutan Public Schools Renewal of Baseball Cooperative, Skyline Physical Therapy.

**Motion Passed:** Motion to approve the constant agenda items including minutes from previous meetings, financial statements, monthly claims and approval and renewal of contracts passed with a motion by David Nygren and a second by Karen Stille.

Melvin Cerny	Yes
Kevin Garner	Absent
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

## **7. Administrators' and Practitioners' Reports**

### **7.A. Ms. Finkey**

Discussion:

Mrs. Finkey presented an overview of staff professional development work and activities that district members are working on this summer.

### **7.B. Ms. Bray**

Discussion:

Mrs. Bray presented a handout to the board. She reported that sixth grade furnishings have been moved to the middle school wing. She also reported that playground renovations are underway. Mrs. Bray told board members that elementary summer school will take place July 18 through August 5.

### **7.C. Mr. Jacobsen**

Discussion:

Mr. Jacobsen reported that this is the last week of summer school at the middle/high school. Forty-four students are enrolled in summer school. Mr. Jacobsen reported the digital sign was installed and is in use. Jacobsen also reported on the progress of the seniors who were completing graduation requirements.

### **7.D. Mr. Pease**

Discussion:

Supt. Pease reported that he has been busy working on many projects for his final weeks of employment.

Pease also reported that building offices have many reports to complete in June for the Nebraska Department of Education.

## **8. Old Business**

### **8.A. Consideration of request to allow use of Elementary for private before and after school care program.**

Discussion:

Pease presented a report on the request of use of elementary facilities for before and after school care. Pease will provide a copy of the report to Mr. Biens, owner of The Learning Ladder. Board members were in agreement after hearing the findings of the report that at this time it would not be feasible to host a before and after school program. Some of the items noted in the report are conflict in facility usage, conflict in timing of the program, and conflict with private business owners.

### **8.B. Consideration and Action on Student Handbook Changes.**

**Motion Passed:** A motion to approve the student handbook changes for 2011-12 passed with a motion by Melvin Cerny and a second by Tom Walsh.

Melvin Cerny	Yes
Kevin Garner	Absent
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

**8.C. Update of facility projects**

Discussion:

Supt. Pease reported on projects currently taking place. He told board members that bids were being accepted for the concession stand door and BCDM has indicated they would pay for this change. Other summer projects underway include the installation of softball field lights, install door closures, installation of middle/high school walk lights, the gas line at the elementary will get done in the next thirty day and handrails at the football field are scheduled for installation soon. Some repairs on the terrazo flooring at the high school will be made at the district's expense.

Mr. Jacobsen advised that he has been working on the locker room project. Jacobsen reported that flooring, drainage work and additional shower heads will be installed. More work may be done in future years when funding is available.

**8.D. Consideration and action to approve Master Agreement with the AGEA for all certified staff teaching 1/2 time or more.**

Discussion:

Supt. Pease highlighted some of the primary changes including increase in base pay , changes in unused sick/personal leave incentive pay, changes in sick leave to broaden the definition.

**Motion Passed:** A motion to approve the Master Agreement or contract with the AGEA for the 2011-12 school year passed with a motion by Tom Walsh and a second by Melvin Cerny.

Melvin Cerny	Yes
Kevin Garner	Absent
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

**8.E. Consideration and action to hire personnel.**

Discussion:

Pease advised the board of several non certified staff members that have indicated they will not be returning: Kathy Beranek, Marsha Danner, Stormi Kissel, Angela Crabtree, William Lewis and Carol Tucker will not be returning next fall.

**Motion Passed:** Motion to approve the following personnel Paige Petersen and Amy Krance-Wendt for teaching positions; Melissa Pike and Tammy Williams for non certified positions passed with a motion by Tom Walsh and a second by Melvin Cerny.

Melvin Cerny	Yes
Kevin Garner	Absent
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

**8.F. Presentation of draft of 2011-12 Budget and 3-Year Budget plan for the district.**

Discussion:

Supt. Pease presented a preliminary budget. Pease told board members that the valuations are preliminary numbers and final valuations will not be set until August 20. Pease also advised the board that ag land valuations have increased across the state. Pease reported the projected general fund tax levy is .9587 cents and could drop a small bit. Pease discussed the budget outlook for the next three years. Pease projected that the loan that was made to the bond fund could be repaid in January of 2012.

**9. New Business**

**9.A. Consideration and action to approve changes in school meal prices**

Discussion:

Pease advised the board that the federal law requires the meal program pricing increase five cents per meal.

**Motion Passed:** Motion to approve changes in school meal pricing for 2011-12 passed with a motion by Melvin Cerny and a second by Karen Stille.

Melvin Cerny	Yes
Kevin Garner	Absent
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

**9.B. Consideration and possible action on extra-duty assignments for 2011-12.**

Discussion:

Supt. Pease and Principal Jacobsen presented the 2011-12 Extra Duty Assignments. Jacobsen told board members that he will continue working to fill the unassigned positions.

**Motion Passed:** A motion to approve the 2011-12 extra duty assignments passed with a motion by Melvin Cerny and a second by David Nygren.

Melvin Cerny	Yes
Kevin Garner	Absent
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

**9.C. Consideration and action to approve purchase of pick up truck for the maintenance department and to trade in the 15 passenger vans and Ranger pick up.**

Discussion:

Pease advised the board that Eric Beranek has been working with Lee Sapp Ford Mercury to purchase a used truck with the trade in of the two fifteen passenger vans and the ford ranger pick up. The pick up will give us a second vehicle to move snow during the school year.

**Motion Passed:** Motion to approve purchase of pick up truck and trade in of 15 passenger vans and Ranger Pick-up and to approve payment of \$10,400 to Lee Sapp Ford Mercury. passed with a motion by David Nygren and a second by Karen Stille.

Melvin Cerny	Yes
Kevin Garner	Absent
David Nygren	Yes
Suzanne Sapp	Abstain
Karen Stille	Yes
Tom Walsh	Yes

**9.D. Consideration and action to reappoint Carrie Holz, School District Treasurer.**

**Motion Passed:** Motion to reappoint Carrie Holz, School District Treasurer passed with a motion by Tom Walsh and a second by Melvin Cerny.

Melvin Cerny	Yes
Kevin Garner	Absent
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

## 10. Information Items

Discussion:

No other information items were presented

### 10.A. Review of Final Legislative Report for 2011

Discussion:

Supt. Pease distributed a copy of the legislation passed and signed into law for the board to review. Pease highlighted the changes which include the concussion awareness act, changes in retirement contributions to employees and school districts.

### 10.B. EHA Newsletter on Health Insurance

Discussion:

Supt. Pease reported to board members that the EHA has announced a holiday premium and there will be no health and dental insurance premiums charged in December this year.

## 11. Call for the next regular meeting

Discussion:

President Sapp issued a call for the next meeting of the Board of Education to be held on July 18, 2011 at 7:30 p.m. in the Conference Room at the Ashland-Greenwood High School at 1842 Furnas Street in Ashland. All meetings are open to the public. An agenda for the meeting, kept continuously current is available for public inspection during normal business hours at the Superintendent's Office.

## 12. Closed Session

**Motion Passed:** Motion to enter closed session at 9:00 p.m. with respect to principals' contracts for the protection of the public interest passed with a motion by Tom Walsh and a second by David Nygren.

Melvin Cerny	Yes
Kevin Garner	Absent
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

### 12.A. Closed Session

Discussion:

The board came out of closed session at 9:05 p.m.

### 12.B. Consideration and action to approve contracts for Building Principals and Curriculum Supervisor.

**Motion Passed:** Motion to approve contracts for the Building Principals Teresa Bray and Brad Jacobsen and for the Curriculum Supervisor Jill Finkey passed with a motion by Karen Stille and a second by Melvin Cerny.

Melvin Cerny	Yes
Kevin Garner	Absent
David Nygren	Yes
Suzanne Sapp	Yes
Karen Stille	Yes
Tom Walsh	Yes

### **13. Adjournment**

Discussion:

President adjourned the meeting at 9:07 p.m.



**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**

**MONTH ENDING Jun-11**

**GENERAL FUND**

Beginning Balance \$ 4,751,632.90

RECEIPTS

6/1/11	Cass County Property Taxes	\$	119,480.16		
6/6/11	Patron/Student Donation	\$	6.00		
6/3/11	Student Donation Fines	\$	126.00		
6/3/11	Student Donation Fines	\$	127.00		
6/8/11	IDEA Base Pay Age 0-3	\$	8,844.00		
6/8/11	IDEA Base Pay Age 3-5	\$	293.00		
6/10/11	Sarpy County Property Taxes	\$	95.85		
6/15/11	State of NE HHS-Medicaid	\$	743.62		
6/15/11	State of NE HHS-Medicaid	\$	224.35		
6/15/11	Cass County Property Taxes	\$	19,787.91		
6/15/11	Cass County Fines & Licenses	\$	1,092.12		
6/15/11	Cass County Motor Vehcile	\$	7,835.05		
6/15/11	Cass County Homestead Exempt	\$	4,591.32		
6/16/11	Saunders County: Property Tax	\$	78,482.37		
6/16/11	Saunders County: Motor Vehicle Fees	\$	9,712.74		
6/16/11	Saunders Co Fines	\$	2,921.19		
6/20/11	IDEA Base Pay Age 0-3	\$	81.00		
6/20/11	IDEA Base Pay Age 3-5	\$	11.00		
6/20/11	09-10 Sped School Age Reimb	\$	52,482.00		
6/20/11	Title I	\$	5,392.00		
6/29/11	State of NE HHS-Medicaid	\$	112.18		
6/29/11	State of NE HHS-Medicaid	\$	169.76		
6/28/11	Saunders County: Property Tax	\$	11,606.31		
6/28/11	Saunders County: Motor Vehicle Fees	\$	9,153.32		
6/28/11	Saunders County Homestead Exmpt	\$	12,352.00		
6/30/11	NE State Aid	\$	155,874.33		
6/30/11	NLAF: Interest <span style="float: right;">1410</span>	\$	40.96		

**Total** \$ 501,637.54 \$ 5,253,270.44

DISBURSEMENTS

June Claims	\$	712,627.13
Refunds & Credits	\$	(31,628.86)

**Total** \$ 680,998.27 \$ 4,572,272.17

ENDING BALANCE \$ 4,572,272.17

RECONCILIATION

NLAF Liquid Balance	\$	2,762,268.70
Plus: F& M Bank Balance	\$	404,349.28
Plus General Fund Investments		\$1,423,325.67
Less: Outstanding Claims	\$	17,671.48

Reconciled Balance \$ 4,572,272.17 \$ 4,572,272.17



**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**      **MONTH ENDING Jun-11**  
**EMPLOYEE BENEFIT (SECTION 125) ACCOUNT**

Beginning Balance			\$	9,323.76
<u>RECEIPTS</u>				
Employee Payroll Deposit	\$	9,791.44		
Centennial Bank: Interest	\$	0.45		
<b>Total</b>			\$	9,791.89
			\$	19,115.65
<u>DISBURSEMENTS</u>				
6/3/11 Payflex	\$	476.40		
6/10/11 Payflex	\$	1,275.72		
6/17/11 Payflex	\$	832.67		
<b>Total</b>			\$	2,584.79
			\$	16,530.86
Ending Balance				<u>\$ 16,530.86</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	16,530.86		
Outstanding Claims				
Reconciled Balance	\$	16,530.86		<u>\$ 16,530.86</u>

**SPECIAL BUILDING ACCOUNT**

Beginning Balance			\$	1,470,197.83
<u>RECEIPTS</u>				
6/16/11 Saunders County Property Taxes	\$	8.51		
6/30/11 F & M Bank of Ashland: Interest	\$	4.44		
6/30/11 NLAf - Money Market: Interest	\$	12.61		
<b>Total</b>			\$	25.56
			\$	1,470,223.39
<u>DISBURSEMENTS</u>				
001334 Architectural Art- HS Music Caswrk Final	\$	1,059.00		
001335 V V P Ame., HS Alum- FINAL	\$	9,934.90		
001336 Chicago Lumber Co, Elem Windows Final	\$	1,806.55		
001337 Cornhusker Tile & Marble Co _ HS Tile	\$	4,289.99		
001338 Eyman Plumbing, Inc Elem Site Work	\$	1,738.00		
001339 Falcon Heatin & Air. HS HVAC Final	\$	22,428.00		
001340 Floors Inc HS Floors Final	\$	4,223.00		
001341 GLASS EDGE OF LIN. Elem Alum Final	\$	1,710.00		
001342 Paul L Kess IncHS Ext Finish Final	\$	5,217.20		
001343 Leick Landscap. Elem Retain Wall Final	\$	453.00		
001344 Loop Tech Intl., HS Well Fields Final	\$	13,747.91		
001345 Mark Sass HS Install Casework Final	\$	370.00		
001346 McArtor MasonryHS Masonry FINAL	\$	11,272.50		
001347 Meininger Fire HS Supression FINAL	\$	26.80		
001348 Senegal Specialty HS Sealers FINAL	\$	929.95		
001349 WDD/Pella HS Windows HS WIndows FINAL	\$	1,064.84		
<b>Total</b>			\$80,271.64	\$ 1,389,951.75
Ending Balance				<u>\$ 1,389,951.75</u>
<u>RECONCILIATION</u>				
F&M Bank Balance	\$	21,639.65		
NLAf #9300590 Balance	\$	866,523.91		
Special Building Investments	\$	513,803.09		
Outstanding Claims	\$	12,014.90		
Reconciled Balance	\$	1,389,951.75		<u>\$ 1,389,951.75</u>

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**      **MONTH ENDING Jun-11**  
**QUALIFIED CAPITAL PURPOSE FUND**

Beginning Balance			\$	300.69
<u>RECEIPTS</u>				
<b>Total</b>			\$	-
<u>DISBURSEMENTS</u>				
<b>Total</b>			\$	-
Ending Balance			\$	<u>300.69</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	300.69		
Less: Outstanding Claims				
Plus: Outstanding Deposits				
Reconciled Balance	\$	<u>300.69</u>	\$	<u>300.69</u>

**DEPRECIATION FUND**

Beginning Balance			\$	338,089.41
<u>RECEIPTS</u>				
F&M National Bank	Interest	\$	56.00	
NLAF	Interest	\$	1.42	
<b>Total</b>			\$	57.42
			\$	338,146.83
<u>DISBURSEMENTS</u>				
<b>Total</b>			\$	-
			\$	338,146.83
Ending Balance			\$	<u>338,146.83</u>
<u>RECONCILIATION</u>				
F & M Bank Balance	\$	338,144.41		
NLAF Balance	\$	2.42		
Less: Outstanding Claims	\$	-		
	\$	<u>338,146.83</u>		
Reconciled Balance	\$	<u>338,146.83</u>	\$	<u>338,146.83</u>

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT MONTH ENDING Jun-11

STUDENT FEE FUND

	Beginning Balance				\$	2,049.23
	<u>RECEIPTS</u>					
6/9/11	Student	Participation Fees	\$	40.00		
6/30/11	Centennial Bank	Interest	\$	0.07		
	<b>Total</b>				\$	40.07
					\$	2,089.30
	<u>DISBURSEMENTS</u>					
1225	Jostens	Cap/Gown Paymnt	\$	1,530.50		
debit	Activity Account	Yearbook Sales	\$	350.00		
	<b>Total</b>				\$	1,880.50
	Ending Balance				\$	<u>208.80</u>
	<u>RECONCILIATION</u>					
	Bank Balance		\$	208.80		
	Claims Outstanding		\$	-		
	Receipts Outstanding					
	Reconciled Balance		\$	<u>208.80</u>		\$ <u>208.80</u>

HOT LUNCH ACCOUNT

	Beginning Balance				\$	41,418.92
	<u>RECEIPTS</u>					
	Student and Staff Deposits		\$	5,140.70		
	Federal Reimb		\$	10,652.36		
	State Reimb		\$	3,037.06		
	Breakfast Reimb		\$	3,022.58		
	Vending Proceeds					
	F&M National Bank: Interest		\$	5.45		
	<b>Total</b>				\$	21,858.15
					\$	63,277.07
	<u>DISBURSEMENTS</u>					
	Wages & Benefits		\$	21,896.07		
	Food		\$	18,978.38		
	Supplies					
	Contracted Services					
	Refunds					
	<b>Total</b>				\$	40,874.45
					\$	22,402.62
	Ending Balance				\$	<u>22,402.62</u>
	<u>RECONCILIATION</u>					
	Bank Balance		\$	22,985.19		
	Claims Outstanding		\$	582.57		
			\$	<u>22,402.62</u>		
	Receipts Outstanding		\$	-		
	Reconciled Balance		\$	<u>22,402.62</u>		\$ <u>22,402.62</u>

Student and Staff Deposits Held on Account - End of Month \$ 5,333.40

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT MONTH ENDING Jun-11

INVESTMENTS

Date Bought	Security Description	Maturity Date	Rate	Investment
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General Fund Investments

1/30/11	Farmers & Merchants Bank	01/30/12	0.9000%	\$827,775.41
10/22/10	Centennial Bank, Ashland	10/22/11	0.9000%	\$100,550.26
4/21/10	Onewest Bank FSB, CA	10/20/11	0.4500%	\$248,000.00
11/2/79	Orrstown Bank, PA	10/24/11	0.9000%	\$247,000.00
<b>Total Investments</b>				<u><u>\$1,423,325.67</u></u>

Special Building Fund Investments

1/24/11	Farmers & Merchants Bank	07/24/11	0.6000%	\$ 513,803.09
<b>Total Investments</b>				<u><u>\$ 513,803.09</u></u>

LOCAL BANK SECURITIES PLEDGE TO SCHOOL DISTRICT DEPOSITS & FDIC INSURANCE ON DEPOSITS

CENTENNIAL BANK

FDIC INSURANCE		<u>\$ 250,000.00</u>
Total Secured		<u><u>\$ 250,000.00</u></u>

FARMERS AND MERCHANTS NATIONAL BANK

FDIC INSURANCE		<u>\$ 250,000.00</u>
FHLB (Irrevocable Letter of Credit)	23458	<u>\$ 2,625,000.00</u>
Total Secured		<u><u>\$ 2,875,000.00</u></u>

**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING June, 2011**

**- 13 -**

				<i>Beginning Balance</i>		
						\$ 82,788.16
<i>Date</i>	<i>Check #</i>	<i>Payee</i>	<i>Description</i>	<i>Receipt</i>	<i>Disbursed</i>	<i>Balance</i>
<b>ATHLETICS</b>						
						\$ 4,804.71
6/1/11	010639	Auburn High School	District Track Entry		\$ 50.00	
6/1/11	010640	Awards Unlimited, Inc.	Athlete Award		\$ 47.40	
6/1/11	010644	SYDEX Comp. Sys.	Track Web Fee		\$ 52.50	
6/9/11		1st Pos. Dance Studio	Gym Use 5/4,6,7/11	\$ 627.00		
6/9/11		Gretna	Track Entry Fee	\$ 150.00		
6/16/11	010649	Nebraska Sports	Track Supplies		\$ 682.40	
6/16/11	010652	Yutan Public Schools	Supplies		\$ 1,019.16	
6/21/11		NSAA	Reimb. State Track	\$ 17.00		
TOTALS				\$ 794.00	\$ 1,851.46	\$ 3,747.25
<b>BAND</b>						
						\$ 5,006.01
6/16/11	010646	Band Shoppe	Supplies		\$ 455.18	
TOTALS				\$ -	\$ 455.18	\$ 4,550.83
<b>CLASS OF 2011</b>						
TOTALS				\$ -	\$ -	\$ 1,084.02
<b>CLASS OF 2012</b>						
TOTALS				\$ -	\$ -	\$ 2,351.51
<b>ELM BOOK FAIR</b>						
TOTALS				\$ -	\$ -	\$ 532.99
<b>ELM STAFF</b>						
TOTALS				\$ -	\$ -	\$ 2,471.88
<b>ELM STUDENT COUNCIL</b>						
						\$ 11,564.53
6/3/11		Various	Memory Books	\$ 52.00		
TOTALS				\$ 52.00	\$ -	\$ 11,616.53
<b>FBLA</b>						
TOTALS				\$ -	\$ -	\$ 1,357.23
<b>FFA</b>						
						\$ 22,194.59
6/1/11	010642	NE State FFA Equine Conf	Registration Fees		\$ 50.00	
6/16/11		NAEA District 2	Dist 2 Buyout Refund	\$ 80.00		
6/16/11	010647	FFA Convention Tour-Neb	Convention Travel		\$ 225.00	
6/16/11	010651	NF Foods LLC	Supplies		\$ 51.25	
6/22/11		Various	FFA T-Shirts	\$ 40.00		
6/24/11		Various	FFA Camp T-Shirts	\$ 425.00		
TOTALS				\$ 545.00	\$ 326.25	\$ 22,413.34
<b>HONOR SOCIETY</b>						
						\$ 881.32
6/1/11	010641	NASSP	2011-2012 Dues		\$ 85.00	
TOTALS				\$ -	\$ 85.00	\$ 796.32
<b>HS STUDENT COUNCIL</b>						
TOTALS				\$ -	\$ -	\$ 1,669.82
<b>MS/HS STAFF</b>						
TOTALS				\$ -	\$ -	\$ 1,527.52

**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING June, 2011**

**- 14 -**

**MS STUDENT COUNCIL**

\$ 1,147.32

<b>TOTALS</b>				\$ -	\$ -	\$ 1,147.32
<b>SCHOOL STORE</b>						
<b>TOTALS</b>				\$ -	\$ -	\$ 1,147.32
6/1/11		Payschools	Purchase	\$ 40.00		\$ 4,196.10
6/1/11		Payschools	Purchase	\$ 110.00		
6/2/11		Payschools	Purchase	\$ 90.00		
6/13/11	DCH	Payschools	Monthly Fees		\$ 148.75	
6/16/11	010645	AG Hot Lunch	Online May Sales		\$ 4,101.25	
<b>TOTALS</b>				\$ 240.00	\$ 4,250.00	\$ 186.10
<b>SHOP</b>						
<b>TOTALS</b>				\$ -	\$ -	\$ 12.85
<b>SPANISH CLUB</b>						
<b>TOTALS</b>				\$ -	\$ -	\$ 694.11
<b>SPANISH CLUB</b>						
<b>TOTALS</b>				\$ -	\$ -	\$ 694.11
<b>SPIRIT SQUAD</b>						
<b>TOTALS</b>				\$ -	\$ -	\$ 4,527.91
<b>SPIRIT SQUAD</b>						
<b>TOTALS</b>				\$ -	\$ -	\$ 4,527.91
<b>TALENTED/GIFTED ACTIVITES (Formerly OM)</b>						
<b>TOTALS</b>				\$ -	\$ -	\$ 345.68
<b>TALENTED/GIFTED ACTIVITES (Formerly OM)</b>						
<b>TOTALS</b>				\$ -	\$ -	\$ 345.68
<b>SPEECH AND DRAMA CLUB (Formerly Thespians)</b>						
<b>TOTALS</b>				\$ -	\$ -	\$ 4,343.62
<b>SPEECH AND DRAMA CLUB (Formerly Thespians)</b>						
<b>TOTALS</b>				\$ -	\$ -	\$ 4,343.62
<b>VOCAL MUSIC</b>						
6/1/11	010643	Cheryl A. Reisen	Show Choir Dinner Supplies		\$ 455.37	\$ 4,406.25
6/16/11	010648	J. W. Pepper & Son, Inc	Music		\$ 149.74	
6/16/11	010650	NE Music Ed. Assn.	All-State Music		\$ 186.00	
<b>TOTALS</b>				\$ -	\$ 791.11	\$ 3,615.14
<b>YEARBOOK/ANNUAL</b>						
6/10/11		Patron	2011 Yearbook	\$ 35.00		\$ 5,727.59
6/10/11		Insufficient Fund Check	2011 Yearbook	\$ (35.00)		
6/13/11		Patron	2011 Yearbook	\$ 35.00		
6/17/11		Insufficient Fund Check	2011 Yearbook	\$ (35.00)		
6/21/11		Student	2011 Yearbook	\$ 30.00		
6/28/11		Student Fee Account	Sales of Yr Book 2010	\$ 350.00		
<b>TOTALS</b>				\$ 380.00	\$ -	\$ 6,107.59
<b>INTEREST</b>						
06/30/11		Centennial Bank	Interest	\$ 3.33		\$ 1,940.60
<b>TOTALS</b>				\$ 3.33	\$ -	\$ 1,943.93
<b>ACTIVITY FUND TOTALS ALL ACCOUNTS</b>				\$ 2,014.33	\$ 7,759.00	\$ 77,043.49

**Ending Balance** \$ 77,043.49  
**Plus: Outstanding Checks** \$ 51.25  
**Less: Outstanding Receipts**

**Equals: Bank Balance** \$ 77,094.74



May2011 Incomplete  
20-Jun-11

General Fund

Check	Payable to	Amount	Description
028925	Douglas S Loftus	\$ 315.00	Maintenance: Rental
028926	NCS Pearson/The Psychc	\$ 7,905.50	Instruction: Powerschool Lic.
028927	Northwest Evaluation Assr	\$ 8,002.50	Instruction: Testing Licenses
028928	Open Text Inc.	\$ 3,582.77	Instruction: Email Licenses
028930	School Specialty	\$ 252.24	Sped: Supplies
028931	Scott Paul Smtih	\$ 800.00	Maint: Window & Door Install
028932	Todd Valley Plbg. & Htg	\$ 22.21	Maintenance: Supplies
028933	Tyler Williams	\$ 1,940.00	Maintenance: Tree Removal
028934	City Of Ashland	\$ 1,802.75	Water and Sewer
028935	Lee Sapp Ford Mecury	\$ 10,400.00	Purchase of Vehilce

Authorized by:

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**Ashland-Greenwood Public Schools' Claims  
General Fund Claims  
18-Jul-11**

<b>Check #</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
028936	Advance Education, Inc.	\$ 625.00	Instruction.: Accreditation Fee
028937	ASCD	\$ 79.00	HS Principal: ASCD Dues
028938	Ashland Gazette	\$ 28.00	Elem Media: Renewal
028939	Awards Unlimited, Inc.	\$ 28.30	Board Of Ed: Name Plate
028940	CBS Constructors	\$ 9,950.00	Baseball Bleachers
028941	City Of Ashland	\$ 1,820.25	Water and Sewer
028942	Collison Center	\$ 429.14	Storm Damage Van Glass Repair
028943	Cornhusker State Industries	\$ 1,715.00	Superintendent: Furniture
028944	DATAVISION LLC	\$ 449.00	Instr. Tech.: Software
028945	Eakes Office Plus	\$ 1.00	Admin: Copier Final Payment
028946	EMC Corporation	\$ 1,247.40	Inst. Tech.: Software Support
028947	Esu #3	\$ 1,078.25	Sped: Student Expense
028948	Flinn Scientific Inc	\$ 37.00	Instruction: Equipment
028949	Follett Educational Services	\$ 1,124.94	Reg. Instr: HS Textbooks
028950	Frey Scientific-School Specialty Inc	\$ 300.06	MS Science Instr: Supplies
028951	General Fire and Safety	\$ 297.50	Custodial: Fire Inspection
028952	GovConnection Inc.	\$ 299.82	Elem Spanish: Inkjet Cartridge
028953	Holiday Inn Hotel & Convent. Center	\$ 92.95	Transportion: WkshopExpenses
028954	HMH Pub DBA Holt Rinehrt Winst.	\$ 5,229.82	Reg. Inst: HS texts
028955	Howard, Lori	\$ 30.00	Elem Sped: Sign Lang Interpreter
028956	Innovative Laboratory Systems	\$ 7,335.00	HS Instruction: Cabinets
028957	Instru-med	\$ 106.50	Nurse: Calibration Audiometer
028958	Jensen Printing Company	\$ 415.00	Elem Principal: Folders
028959	Jostens Diploma Division	\$ 143.75	HS Principal: Honor Cords
028960	J. W. Pepper & Son, Inc	\$ 70.98	Elem Music: Supplies
028961	Lampe's Clean Air Specialists	\$ 950.56	Maintenance: Air Filters
028962	Matheson Tri-Gas, Inc/Linweld	\$ 25.00	Voc Ag: Tank/Supplies
028963	McGraw Hill School Systems	\$ 638.55	Reg. Instr: HS Software
028964	MCI Communications Services, Inc.	\$ 63.26	Long Distance Service
028965	Mead Lumber Co.	\$ 918.61	Maint/Custodial: Supplies
028966	Menards	\$ 689.05	Maintenance: Supplies
028967	Metech Recycling, Inc.	\$ 770.61	Instr. Tech: Recycle
028968	Montemarano Landscapes Inc	\$ 600.00	Grounds: Mulch
028969	National FFA Organization	\$ 134.80	Ag Instruct: Supplies
028970	National Safety Council	\$ 250.00	Nurse: CPR Registration
028971	Nebraska Council of School Admin	\$ 771.00	Admin: Member Renewal
028972	Nebraska.gov	\$ 3.00	Admin: Driver Record Request
028973	NE Sprinkler/Scott Brauckmuller	\$ 2,459.15	Maintenance: Irrigation Repair
028974	One Source, Inc	\$ 138.00	Employee Records Check
028975	Omaha Public Power District	\$ 11,071.02	All Areas: Electricity
028976	Pearson Education	\$ 679.60	Reg. Inst: HS texts
028977	Pitney Bowes Postage By Phone	\$ 500.00	All Areas: Postage
028978	Plank Road Publishing, Inc.	\$ 107.25	Elem Music: Supplies
028979	Platte Valley Sanitation Inc	\$ 280.00	Custodial: Waste Removal
028980	Protech Electric Services	\$ 3,465.00	Sign Wiring
028981	Quill Corp	\$ 74.73	Administration: Supplies
028982	NEBCO	\$ 19.00	Grounds: Polymeric Sand
028983	Reid's Variety	\$ 3.98	Administration: Supplies
028984	Reliable Plbg & Htg.	\$ 31.27	Maintenance: Supplies
028985	Rigby Education/Harcourt	\$ 9,275.47	Reg. Inst.: K-5 texts
028986	Schmitt Music Center	\$ 171.00	Instrum.Music: Instrument Repairs
028987	SchoolDude.com	\$ 1,195.00	Instruction: IT Service Renewal
028988	School Specialty	\$ 9,826.88	Elem Art: Supplies

**Ashland-Greenwood Public Schools' Claims**  
**General Fund Claims**  
**18-Jul-11**

<b>Check #</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
028989	Security Fence, Inc.	\$ 2,100.00	Maintenance: Handrails
028990	Seminole Energy Services	\$ 1,189.76	All Areas: Natural Gas
028991	Skyline Physical Therapy, Inc	\$ 402.06	Physical Therapy
028992	Sparkling Klean	\$ 5,696.60	Custodial: Janitorial Services
028993	Student Assurance Services Inc.	\$ 1,375.00	Student Catastrophic Insurance
028994	Tech Depot	\$ 497.23	Superintendent: Desktop CPU
028995	Todd Valley Plbg. & Htg	\$ 20.08	Maintenance: Supply
028996	Ty's Outdoor Power & Service Inc	\$ 649.99	Maintenance: Sprayer
028997	Ultimate Office Supply LLC	\$ 367.50	HS Principal: Equipment
028998	United Electrical Supply Co Inc.	\$ 137.57	Maintenance: Electrical Supplies
028999	Virco Mfg. Corporation	\$ 5,329.80	MS Instruct: Classroom Desks
029000	Voyager Fleet Systems, Inc.	\$ 1,741.73	Transportation: Fuel
029001	Wahoo-Waverly-Ashland News	\$ 38.00	Media: HS Periodical
029002	Beverly Wlggs	\$ 144.56	Occupational Therapy
029003	Tyler Williams	\$ 600.00	Grounds: Tree trimming
029004	William V Macgill & Co	\$ 87.85	Preschool: Trash Can
029005	The Wright Group/McGraw Hill	\$ 12,004.97	Reg. Inst.: K-6 Textbooks
029006	YouthLight, Inc.	\$ 283.25	Elem Guidance: Supplies
029007	Tyler Williams	\$ 1,800.00	Storm Damage Tree Removal
029008	Ashland Greenwood Payroll Acct	\$239,976.91	Net Payroll
029009	AGEA	\$ 2,129.26	Employee Dues
029010	Blue Cross and Blue Shield of NE	\$ 78,101.78	Payroll Employee Health Ins
029011	Centennial Bank	\$ 8,408.67	Payroll Section 125 Deduct
029012	Guardian	\$ 964.00	Payroll Employee Life Prem
029013	Guardian	\$ 740.66	Employee Vision Plan
029014	National Insurance Service	\$ 974.12	Payroll LTD Insurance Prem
029015	MidAmerica 403b	\$ 1,300.00	Payroll Annuity Deduction
029016	Ashland Greenwood Payroll Acct	\$ 12,214.26	Payroll State Tax Wthhldg
029017	Ashland Greenwood Payroll Acct	\$ 177.00	Employee Child Support Paymnt
029018	Ashland Greenwood Payroll Acct	\$ 76,587.77	Payroll Federal Tax Wthhldg
029019	Retirement	\$ 56,226.37	Payroll Retirement Wthhldg

**Incompletes**

Administration Operations Acct	Mileage, Supplies, Fees
Ashland Activity Account	Bus Washing
Ashland Disposal	Waste Removal
No Frills	Supplies
Post Rock/Seminole	Natural Gas
Windstream	Local Telephone Service
US Post Office	Bulk Mail Fees
US Post Office	Student Handbook Mailing Fees
NSAA	Organizational Fees
Payflex	Employee Benefits
Protech System LLC	Softball Lighting
Protech System LLC	Pedestrian Lighting
Williams Sales and Service	Bus Inspections
Menards	Plumbing Supplies HS Showers
VISA	Travel, equipment, supplies



Father Flanagan's Boys' Home  
Contracts Office  
13603 Flanagan Boulevard  
Boys Town, Nebraska 68010

## Contract for Educational Services

### Program: Level III School Services

Special Education: Yes  
Grade: 8

This agreement is entered into by and between **Ashland Greenwood Middle and High School** ("resident district") and Father Flanagan's Boys Home, (FFBH) effective **05/11/2011**. The parties hereby do consent and agree to the following conditions:

#### Condition I

FFBH schools shall provide educational services for the student in accordance with all applicable statutes, rules and regulations of the State of Nebraska.

- FFBH schools will be responsible for an annual I.E.P., evaluations and updates where applicable.

#### Condition II

The cost of services shall be paid by the undersigned resident district and shall be the actual costs incurred by FFBH in providing these services, including salaries, benefits, supplies and materials, contracted services, capital outlay, debt service, indirect costs, administration, travel when applicable, plus other agreed upon costs.

- A. The Nebraska Department of Education approved daily rate for providing educational services is \$124.25 for 2010-2011.
- B. Services will be billed monthly to the resident district and are based on FFBH school calendars. The resident district shall remit payment within thirty (30) days of receipt of invoice.
- C. This Contract will automatically be renewed if the student is still receiving educational services across school calendar years and/or across FFBH programs. Rates may vary based on Nebraska Department of Education approved rates for FFBH programs. Prompt notification will be made should the rates change.

#### Condition III

Either party may terminate this contract at anytime.

Signed:

Daniel L. Daly, Ph.D. Executive V.P. and Director of Youth Care

Signed:

\_\_\_\_\_  
Authorized Designee (Resident district)

May 26, 2011

Date

\_\_\_\_\_  
Date

Please sign, retain a copy for your records and return in the enclosed envelope, or mail to:  
 Father Flanagan's Boys' Home  
 Attn: Tanya Shaw  
 Youth Care Building  
 13603 Flanagan Boulevard  
 Boys Town, Nebraska 68010  
 p. 402-498-3204 f. 402-498-1925

Billing Contact: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Billing Phone: \_\_\_\_\_



**Ashland-Greenwood Public Schools Foundation  
Bylaws regarding Appointing Directors**

Section 3. Election and Term. No later than the last regularly scheduled meeting in July of each calendar year, the Board of Education of School District of Ashland-Greenwood, shall hold regular elections for members of the Board of Directors whose term shall expire in the month of September of that same year. The number of Directors to be elected each year and their terms shall be as provided in the Articles of Incorporation, except that a vacancy on the Board of Directors, whether created by death, resignation, or removal of a Director or by an increase in the number of Directors may be filled at any time by the Board of Education. Directors so elected shall take office at the next regularly scheduled meeting of the Board Directors.

Section 4. Regular Meetings. A regular annual meeting of the Board of Directors shall be held on the second Monday in September of each year at the principal offices of the corporation without further notice than these By-Laws, for a month other things, the purpose of electing officers of the corporation. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board of Directors without other notice than such resolution.



**RESOLUTION**

WHEREAS the Board of [insert name of School District or ESU] ("the Board"), has received copies of the NASB Medicaid Consortium Membership Agreement, and is familiar with the contents thereof;

WHEREAS the Board believes that it is in the best interest of [insert name of School District or ESU] to become a member of the NASB Medicaid Consortium, on the terms and conditions set forth in the NASB Medicaid Consortium Agreement, and the Articles and Bylaws of the NASB Medicaid Consortium;

NOW THEREFORE, with a quorum present and a majority of its members voting in favor, the Board duly adopts the following Resolution:

1. That [insert name of School District or ESU] become a member of the NASB Medicaid Consortium, a joint entity formed pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801 - 13-827 (Reissue 2007), constituting a separate public body corporate and politic of the State of Nebraska;

2. That [insert name of individual who will sign agreement] is authorized to sign the NASB Medicaid Consortium Membership Agreement and bind [insert name of School District or ESU] to the terms thereof on behalf of [insert name of School District or ESU].

Dated this \_\_\_\_ day of \_\_\_\_\_, 2011

_____	_____
_____	_____
_____	_____
_____	_____



## **NASB MEDICAID CONSORTIUM MEMBERSHIP AGREEMENT**

This Membership Agreement (the "Agreement"), is made and entered into pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801 – 13-827 (Reissue 2007) effective as of September 1, 2011 by and between the undersigned Nebraska school district or educational service unit (the "Member"), a local intergovernmental entity known as the NASB Medicaid Consortium, which is composed exclusively of member school districts and educational service units and constitutes a separate public body corporate and politic of the State of Nebraska ("NASBMC"), and each other school district or educational service unit which is now or may in the future become a member of NASBMC.

WHEREAS, the Member participates in a Medicaid program commonly known at the federal level as Early Periodic, Screening, Diagnostic and Treatment ("EPSDT"), which program, as operated in Nebraska by the Nebraska Department of Health and Human Services ("DHHS") pursuant to the State Medicaid Plan, is referred to as "Health Check" and is hereinafter referred to in this Agreement as "EPSDT/Health Check."

WHEREAS, the administration and operation of EPSDT/Health Check in Nebraska requires the availability of administrative outreach and case management services in order to aid EPSDT/Health Check eligible children to: (i) gain eligibility for and access to screening services; (ii) follow up on referrals to medical providers; (iii) establish a medical home for the child; (iv) develop and coordinate a service plan; (v) follow through on the case plan; and (vi) assist the child's family in becoming able to meet the needs of the children in a way that permits the child to function at an optimal level with minimum intervention and with the least restrictive treatment methods possible (collectively, "Administrative Outreach and Case Management Services");

WHEREAS, DHHS recognizes that school districts and educational service units have a unique relationship with EPSDT/Health Check eligible children and the families of EPSDT/Health Check eligible children who reside within the geographic areas they serve, and possess the expertise necessary to provide the requisite Administrative Outreach and Case Management Services;

WHEREAS, DHHS has determined that contracting with school districts and educational service units (either individually or through intergovernmental agreements with local intergovernmental entities sometimes referred to as consortia) for the provision of the Administrative Outreach and Case Management Services DHHS requires to operate and manage the EPSDT/Health Check program is an efficient

and effective method of assuring the availability and accessibility to and coordination of required health care services to EPSDT/Health Check eligible children;

WHEREAS, applicable state and federal laws permit DHHS to enter into intergovernmental agreements with local entities composed solely of school districts or educational service units (sometimes referred to as consortia) for the provision of the school-based Administrative Outreach and Case Management Services that are necessary to serve the EPSDT/Health Check eligible children who reside within the geographic areas served by the school districts and/or educational service units that are members of the contracting local entity;

WHEREAS, applicable state and federal laws permit DHHS to serve as a conduit for purposes of assisting local entities composed solely of school districts and educational service units that provide school-based Administrative Outreach and Case Management Services to DHHS in connection with its operation of the EPSDT/Health Check program to recover a portion of the actual and allowable costs they incur in connection with the provision of such services ("Claims") upon and subject to the terms and conditions set forth in Medicaid School-Based Administration Claiming Guide (the "CMS Guide") as published by the Center for Medicare & Medicaid Services ("CMS") and the Nebraska Education-Based Medicaid Administration Claiming Guide as published by DHHS (the "NEBMAC Claiming Guide") which reimbursement process as proscribed by applicable state and federal law and as described in the CMS Claiming Guide and the NEBMAC Claiming Guide is referred to herein as the "Administrative Claiming Process;"

WHEREAS, the Member desires to become a member of the NASBMC in order to permit the NASBMC, acting on the Member's behalf: (i) to enter into an intergovernmental agreement with DHHS for the provision of Administrative Outreach and Case Management Services; (ii) to retain the services of a third party consultant to assist the Member in the timely preparation and submission of such Claims in compliance with the Administrative Claiming Process; (iii) to submit claims and obtain reimbursement pursuant to the Administrative Claiming Process for the actual and allowable costs which the Member incurs in connection with the provision of those Administrative Outreach and Case Management Services; and (iv) and upon payment of such Claims, to distribute said payments, net applicable operating expenses, to the Member as its interest may appear.

WHEREAS, the Member has received a copy of the Articles of Incorporation and Bylaws of NASBMC, is familiar with the terms thereof, and desires to become a member of the NASBMC under the provisions

set forth in said Articles of Incorporation, Bylaws, and this Membership Agreement;

NOW THEREFORE, the undersigned parties agree as follows:

Section 1. Membership. Subject to acceptance of this Membership Agreement by the Board of Directors of the NASBMC, the undersigned Member hereby agrees to become and remain a member of the NASBMC upon and subject to the terms and conditions of the Articles and Bylaws of the NASBMC and this Agreement for and during the term of this Agreement.

Section 2. Agreement with Respect to Formation and Existence of NASBMC. The Member acknowledges and agrees that the NASBMC is a joint entity that has been formed by its constituent members under the Nebraska Interlocal Cooperation Act, and as such, is and shall for all purposes be and remain a separate body corporate and politic of the State of Nebraska with such powers as are set forth in its Articles of Incorporation and Bylaws.

Section 3. Services Provided by the NASBMC. For and during the Term of this Agreement, the NASBMC, acting as the agent for and on behalf of its Members, hereby agrees as follows:

(i) to enter into one or more intergovernmental agreements with DHHS for the provision of Administrative Outreach and Case Management Services by the Member within the geographic areas that are served by its Members within the State of Nebraska and to provide the Member with a copy of each said intergovernmental agreement and all amendments thereto as soon as is reasonably possible following their complete execution;

(ii) to contract with one or more third party consultants for the provision of the consulting services necessary to assure the timely preparation and submission of Claims pursuant to the Administrative Claiming Process;

(iii) to submit Claims through DHHS on its Members' behalf in conformity with the Administrative Claiming Process;

(iv) to receive and hold payments for such Claims on behalf of its Members;

(v) upon receipt of payment, to distribute the amounts so received in connection with such Claims, net applicable operating expenses, which shall include without limitation all required

payments to DHHS and contractual payments to consultants, to its Members, as their interests may from time to time appear, and in all events in conformity with the terms of this Agreement and the Administrative Claiming Process; and

(vi) with respect to Claims which have previously been filed with DHHS and for which funds are now available, to promptly request payment of said Claims and to the extent the same are received, to distribute said amounts to its Members in conformity with Section 3(v) above.

Section 4. Member Obligations. For and during the Term of this Agreement, the Member agrees as follows:

(i) to maintain its status as a duly organized and validly existing school district or educational service unit pursuant to the laws of the State of Nebraska;

(ii) to maintain its status as a member in good standing of the Nebraska Association of School Boards;

(iii) to comply with the provisions of the Articles of Organization and Bylaws of the NASBMC as the same now exist or may from time to time hereinafter be amended;

(iv) to familiarize itself with the provisions of all applicable intergovernmental agreements which the NASBMC may enter into with DHHS during the Term of this Agreement;

(v) to perform and provide the Administrative Outreach and Case Management Services that are necessary to permit DHHS to operate the EPSDT/Health Check program within the geographic boundaries served by the Member in conformity with the requirements of the Intergovernmental Agreement between NASBMC and DHHS as the same now exists or may from time to time hereinafter be amended;

(vi) to provide any and all data, documents and information which NASBMC or its consultants may from time to time require in order to permit NASBMC to prepare and file Claims for reimbursement with DHHS pursuant to the Administrative Claiming Process;

(vii) to authorize the NASBMC to act as a single claiming unit for the purpose of filing Claims with DHHS on behalf of its Members; and

(viii) to the extent claims are approved and paid, to authorize NASBMC to act as the exclusive agent for its members for purposes of receiving such payments and distributing the amounts so received to its Members in conformity with this Agreement.

Section 5. Obligations with Respect to Records and Audits. For and during the Term of this Agreement, the Member agrees as follows:

(i) That all books, records, and documents of the Member, regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media; relating to work performed or monies received under this Agreement shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS, and that all such records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and all records that fall under the provisions of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records which pertain to or are the subject of any audit litigation or other action shall be maintained until all issues related to the audit, litigation or other action are resolved to the reasonable satisfaction of DHHS;

(ii) That the Member will provide DHHS with copies of any and all written communications they may receive from an auditor insofar as such communications relate to their internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 Communicating Internal Control related Matters Identified in an Audit and SAS114 The Auditor's Communication With Those Charged With Governance and that the Member will provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor they employ to deliver copies of such written communications to DHHS at the same time copies are delivered to the Member, in which case the Member agrees to verify that DHHS has received a copy;

(iii) To the extent required by law or upon request of the NASBMC, the Member, at its sole cost and expense, agrees to follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments or A-122 for Non-Profit Organizations, and to retain an independent certified public accountant to prepare and issue an annual audit in accordance

with federal and state law including, if applicable or upon the request of NASBMC, OMB Circular A-133. A copy of any such annual financial reviews or audits, including certification, shall be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026;

(iv) The Member agrees to immediately correct any material weakness or condition reported to the DHHS in the course of an audit and notify the DHHS that the corrections have been made;

(v) In addition to, and not in limitation of any other obligation in this Agreement, the Member agrees that it will assume sole responsibility and be individually liable for any audit exceptions to the extent the same apply to amounts that have actually been received by the Member pursuant to the Administrative Claiming Process, and that the Member will immediately return to DHHS all payments they have received pursuant to this Agreement for which an exception has been taken.

#### Section 6. Term and Termination.

6.1 Term. Subject to any Renewal Term(s) and unless sooner terminated as provided below, this Agreement shall be for a term of three (3) years, commencing on September 1, 2011, and continuing thereafter until August 31, 2014 (the "Initial Term"). This Agreement shall renew automatically for subsequent three (3) year terms (the "Renewal Term(s)") unless and until terminated as provided herein, or notice of non-renewal is provided in accordance with Section 6.2 of this Agreement. The Initial Term and any Renewal Term(s) shall be referred to collectively herein as the "Term" or the "Terms."

6.2 Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Member may preclude the automatic renewal described in Section 6.1 of this Agreement by providing written notice to NASBMC at least one hundred and eighty (180) days prior to the commencement of the Renewal Term.

6.3 Termination. This Agreement may be terminated during its Term as follows:

A. Termination by Mutual Consent. At any time by mutual written consent of each of the parties;

B. Immediate Termination in Certain Events. At any time upon the affirmative vote of at least 51% of the members of NASBMC's Board of Directors in the event the Member: (i) ceases to be a duly organized and validly existing school district under the laws of the State of Nebraska; (ii) ceases to be a member in good standing of the Nebraska Association of School Boards; or (iii) is disqualified from or is for any reason otherwise not eligible to participate in Medicaid or receive reimbursement for Claims under the Administrative Claiming Process;

C. Termination for Breach. Except in the circumstances described in Section 6.3B above, which shall be governed exclusively by the provisions of Section 6.3B, at any time by either party upon prior written notice to the other party in the event the other party has failed or refused to observe or perform any obligation, undertaking or agreement that such other party is required to observe or perform pursuant to the terms of this Agreement in any material respect (a "breach") and has failed to cure such breach to the reasonable satisfaction of the party giving the notice within thirty (30) days following the date on which notice was received or such shorter period as is specified in such notice, if the party giving the notice reasonably believes that the breach in question is likely to result in their incurring irreparable harm or imminent and material financial loss.

6.4 Effect of Termination or Expiration on Submission and Payment of Claims. Except where this Agreement has been terminated pursuant to Section 6.3B above, to the extent Claims have been filed with DHHS by the NASBMC on the Member's behalf and relate to Administrative Outreach and Case Management Services provided by the Member during the Term of this Agreement, the NASBMC agrees that to the extent it receives payment for such Claims, the NASBMC will, notwithstanding the fact that this Agreement has been terminated or expired, nevertheless distribute the amounts so received, net expenses, to the Member in conformity with this Agreement.

Section 7. Indemnification. The Member hereby agrees to indemnify and hold the NASBMC and its officers, directors, employees, agents and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs or expenses (including without limitation court costs and reasonable attorneys fees) to the extent the same are

incurred in connection with any demand, suit, audit, investigation or other proceeding and arise out of or relate in whole or in part to: (i) any act or omission of the Member or any of its board members, officers, employees, agents or representatives which occurs in the course of the Member's performance of this Agreement; or (ii) failure by the Member to observe or perform any obligation, undertaking or agreement required to be observed or performed by the Member pursuant hereto.

Section 8. Budgeting and Finance. The Board of Directors of NASBMC will establish a budget covering the operations of NASBMC each year, on an annual basis. To the extent the costs and expenses of operating NASBMC are not otherwise paid or provided by outside sources, including, without limitation, the Nebraska Association of School Boards, said costs and expenses will be financed by the Members and, unless otherwise agreed in writing, will be pro-rated based on the ratio which the paid Claims that are distributed to each Member by the NASBMC for the immediately preceding calendar year bear to the aggregate Claims paid to all of the Members by NASBMC for such year.

Section 9. Levying, Collecting and Accounting of Tax. NASBMC will not levy or collect any taxes authorized under Nebraska law.

Section 10. Amendment. This Agreement may be modified only by a written amendment duly executed by both the Members and the NASBMC. No alteration or variation of the terms and conditions of the Agreement shall be valid or binding unless made in writing and signed by both the Members and the NASBMC. Every amendment shall specify the date on which its provisions shall be effective.

Section 11. Assignment. Neither the Member nor the NASBMC may assign or transfer any of its or their interest, rights, or duties under this Agreement to any person, firm or entity without prior written consent of the other party to this Agreement, which consent may be granted or withheld by the other party in its sole discretion. In the absence of such written consent, any such assignment or attempted assignment shall be invalid and shall constitute a breach of this Agreement.

Section 12. Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflicts of laws.

Section 13. Entire Agreement. This written Agreement and the Intergovernmental Agreements and consulting contracts contemplated herein represent the entire agreement of the parties with respect to the subject matter hereof, and any prior or contemporaneous



representations, promises, or statements by the parties that are not expressly incorporated herein or therein shall not serve to vary, contradict, augment, modify or supplement the terms set forth in this Agreement.

Section 14. Survival. All rights, remedies, obligations, and all covenants and agreements set forth in this Agreement which by their terms require or contemplate performance which is to extend or occur after the expiration or termination of the Agreement shall survive the termination or expiration of the Agreement and shall remain in effect and be enforceable as between the parties hereto in accordance with the terms.

Section 15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, and all shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Agreement fully intending the same to be binding upon themselves and their respective trustees, receivers, successors and permitted assigns.

\_\_\_\_\_  
(Name of School District or Service Unit)

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

For the Nebraska Association of  
School Boards Medicaid Consortium:

Accepted

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name and Title)