

Board of Education Regular Meeting
Wednesday, September 9, 2020 6:30 PM
East Butler School
212 South Madison Street
Brainard, NE 68626-0036

1. Call Meeting To Order
2. Roll Call
3. Approve Agenda
4. Patron's Comments
5. Informational Items
 1. New Staff Introductions
 2. Construction Update
 3. COVID-19 Plan Update
6. Consent Agenda
 1. Approval of Minutes
 2. Treasurer's Report
7. Regular Agenda
 1. Discuss, consider, and take any necessary action on the adoption of the 2020-2021 budget.
 2. Discuss, consider, and take any necessary action to approve the 2020-2021 tax request and adopt a resolution approving the tax request.
 3. Discuss, consider, and take any necessary action on the sale of the 1 acre parcel in Saunders County.
8. Administrative Comments
9. Items for next Meeting

10. Adjournment

East Butler Board of Education
Regular Meeting
Wednesday, August 12 , 2020 6:30 P.M.

1. Call Meeting To Order

2. Roll Call - Present: Megan Kozisek, Ryan Pekarek, Dylan Spatz, Sarah Strizek, Kim TePoel, and Dan Zysset. Also present: Mr. Michael Eldridge, Superintendent, Mr. Mark Cidlik, Secondary Principal, and Mr. Shawn Biltoft, Elementary Principal.

3. Flag Salute

4. Approve Agenda

Motion to approve the agenda as presented passed with a motion by Ryan Pekarek and a second by Sarah Strizek.

Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea, Dan Zysset: Yea

5. Patron's Comments

6. Informational Items included: Construction Update; Return to Learn Plan Update; Crisis Manual Update; and 2020-2021 Budget Update.

7. Consent Agenda

7.1. Approval of Minutes

7.2. Treasurer's Report

7.3. Resignations - Mary Cromwell (Para) & Kristen Odvody (Para)

7.4. New Hires - Tyler Wright (Para), Wendy Janak (Para), & Yvonne Rezac (Custodian)

Motion to approve the consent agenda as presented passed with a motion by Dylan Spatz and a second by Ryan Pekarek.

Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea, Dan Zysset: Yea

8. Regular Agenda

8.1. Proposal to Frame and Drywall the west (brick) wall of the new commons area.

Approve option #2 (\$12,527.80) to frame and drywall the west brick wall of the new commons area passed with a motion by Ryan Pekarek and a second by Sarah Strizek.

Dylan Spatz: Nay, Kim TePoel: Nay, Megan Kozisek: Yea, Ryan Pekarek: Yea, Sarah Strizek: Yea, Dan Zysset: Yea

8.2. Spanish Textbooks Purchase

Approve the purchase of Spanish textbooks (\$4,735.92) passed with a motion by Sarah Strizek and a second by Dan Zysset.

Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea, Dan Zysset: Yea

8.3. Parcel of Land

To sell the one acre for \$1.00 to Norma Buresh and any other additional cost would be the responsibility of the buyer passed with a motion by Kim TePoel and a second by Sarah Strizek.

Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea, Dan Zysset: Yea

9. Administrative Comments

10. Items for Next Meeting: Budget Hearing; Tax Asking Hearing; New Staff Introductions; and Detailed List of School Bus Riders.

11. Adjournment

Motion to adjourn at 8:10 P.M. passed with a motion by Kim TePoel and a second by Dylan Spatz.

Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea, Dan Zysset: Yea

Kim Fuehrer
Recording Secretary

East Butler Board of Education
Special Meeting
Monday, August 24 , 2020 5:30 P.M.

1. Call Meeting To Order

2. Roll Call - Present: Megan Kozisek, Ryan Pekarek, Dylan Spatz, Sarah Strizek, Kim TePoel, and Dan Zysset. Also present: Mr. Michael Eldridge, Superintendent

3. Flag Salute

4. Approve Agenda

Motion to approve the agenda passed with a motion by Kim TePoel and a second by Ryan Pekarek.

Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea, Dan Zysset: Yea

5. Patron's Comments

6. Informational Items

7. Regular Agenda

7.1. Transfer Funds to Nutrition

Approved transfer of funds (\$100,000) from the general fund into the nutrition fund passed with a motion by Dylan Spatz and a second by Ryan Pekarek.

Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea, Dan Zysset: Yea

7.2. Parcel of Land

Enter into closed session at 5:41 P.M. for the purpose of the protection of the district's finances passed with a motion by Dylan Spatz and a second by Ryan Pekarek.

Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea, Dan Zysset: Yea

Exit out of closed session at 6:00 P.M. passed with a motion by Dylan Spatz and a second by Sarah Strizek.

Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea,
Kim TePoel: Yea, Dan Zysset: Yea

Tabled item to an action item at next month's meeting passed with a motion by
Megan Kozisek and a second by Sarah Strizek.

Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea,
Kim TePoel: Yea, Dan Zysset: Yea

7.3. 2020-2021 Budget Proposal/Discussion - Reviewed/discussed levy and tax
comparisons from last several years.

8. Adjournment

Adjourn at 6:57 P.M. passed with a motion by Kim TePoel and a second by Dylan
Spatz.

Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim
TePoel: Yea, Dan Zysset: Yea

Kim Fuehrer

Recording Secretary

Activity Fund Balance Report - Account - Exclude Encumbrances

09/2020 - 09/2020

Regular; Beginning Month 09/2020; Processing Month 09/2020; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	*Previous Balance				146.40
		*Ending Balance:	0.00	0.00	0.00	146.40
05 704 2001	ACADEMIC DECATHALON	*Previous Balance				1,285.80
		*Ending Balance:	0.00	0.00	0.00	1,285.80
05 704 2002	AG PROJECTS	*Previous Balance				1,206.35
		*Ending Balance:	0.00	0.00	0.00	1,206.35
05 704 2003	ANNUAL	*Previous Balance				2,690.45
		*Ending Balance:	0.00	0.00	0.00	2,690.45
05 704 2004	ATHLETIC	*Previous Balance				5,377.67
		*Ending Balance:	0.00	0.00	0.00	5,377.67
05 704 2005	BOX TOPS/ PPT	*Previous Balance				4,638.96
		*Ending Balance:	0.00	0.00	0.00	4,638.96
05 704 2006	CHEERLEADERS	*Previous Balance				4,519.63
		*Ending Balance:	0.00	0.00	0.00	4,519.63
05 704 2007	CLOSE UP	*Previous Balance				296.24
		*Ending Balance:	0.00	0.00	0.00	296.24
05 704 2008	COLLEGE ACCESS GRANT	*Previous Balance				2,531.05
		*Ending Balance:	0.00	0.00	0.00	2,531.05
05 704 2009	CONCESSIONS	*Previous Balance				1,426.55
		*Ending Balance:	0.00	0.00	0.00	1,426.55
05 704 2010	DANCE TEAM	*Previous Balance				279.51
		*Ending Balance:	0.00	0.00	0.00	279.51
05 704 2011	DRAMA	*Previous Balance				142.10
		*Ending Balance:	0.00	0.00	0.00	142.10
05 704 2012	DRUG FREE PROGRAM	*Previous Balance				395.49
		*Ending Balance:	0.00	0.00	0.00	395.49
05 704 2013	EDIVATE	*Previous Balance				431.17
		*Ending Balance:	0.00	0.00	0.00	431.17
05 704 2014	FBLA	*Previous Balance				1,041.44
		*Ending Balance:	0.00	0.00	0.00	1,041.44
05 704 2015	FCCLA	*Previous Balance				2,324.06
		*Ending Balance:	0.00	0.00	0.00	2,324.06

Activity Fund Balance Report - Account - Exclude Encumbrances
09/2020 - 09/2020

Regular; Beginning Month 09/2020; Processing Month 09/2020; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 2016	FFA	*Previous Balance				14,490.47
		*Ending Balance:	0.00	0.00	0.00	14,490.47
05 704 2017	FFA GREENHOUSE	*Previous Balance				3,411.16
		*Ending Balance:	0.00	0.00	0.00	3,411.16
05 704 2018	CLASS OF 2018	*Previous Balance				249.28
		*Ending Balance:	0.00	0.00	0.00	249.28
05 704 2019	CLASS OF 2019	*Previous Balance				275.55
		*Ending Balance:	0.00	0.00	0.00	275.55
05 704 2021	CLASS OF 2021	*Previous Balance				1,237.37
		*Ending Balance:	0.00	0.00	0.00	1,237.37
05 704 2022	CLASS OF 2022	*Previous Balance				2,513.90
		*Ending Balance:	0.00	0.00	0.00	2,513.90
05 704 3001	LAPTOP INITIATIVE	*Previous Balance				29,353.34
		*Ending Balance:	0.00	0.00	0.00	29,353.34
05 704 3002	LETTERCLUB	*Previous Balance				2,037.65
		*Ending Balance:	0.00	0.00	0.00	2,037.65
05 704 3004	MUSIC	*Previous Balance				193.37
		*Ending Balance:	0.00	0.00	0.00	193.37
05 704 3005	NATIONAL HONOR SOCIETY	*Previous Balance				519.20
		*Ending Balance:	0.00	0.00	0.00	519.20
05 704 3006	SPEECH	*Previous Balance				17.76
		*Ending Balance:	0.00	0.00	0.00	17.76
05 704 3007	STUDENT COUNCIL	*Previous Balance				1,360.00
		*Ending Balance:	0.00	0.00	0.00	1,360.00
05 704 3008	TIGER STRIPES	*Previous Balance				(281.15)
		*Ending Balance:	0.00	0.00	0.00	(281.15)
05 704 3009	WR SPIRIT LEADERS	*Previous Balance				997.64
		*Ending Balance:	0.00	0.00	0.00	997.64
05 704 3010	SKILLS USA	*Previous Balance				1,625.80
		*Ending Balance:	0.00	0.00	0.00	1,625.80
05 704 3011	CAREER TECHNICAL EDUCATION	*Previous Balance				8,904.70
		*Ending Balance:	0.00	0.00	0.00	8,904.70

Activity Fund Balance Report - Account - Exclude Encumbrances
09/2020 - 09/2020

Regular; Beginning Month 09/2020; Processing Month 09/2020; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
		Fund Total: 05	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>95,638.91</u>

Vendor Name	Vendor Description	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND	
3D DESIGN INC		1,750.32
AMAZON		2,942.09
APPLE INC		76,178.95
B.J. HARDWARE		241.31
BOHATY, LISA		55.20
BONGERS, SANDRA		142.11
CANON FINANCIAL SERVICES		1,794.00
CANON SOLUTIONS AMERICA INC		26.40
CENTRAL NEBRASKA REHABILITATION SERVICES		16.00
CTF SERVICE INC		15,370.32
CULLIGAN OF COLUMBUS		254.00
DALE'S FOOD PRIDE		160.04
DAVID CITY ACE HARDWARE		109.68
DIVERSIFIED DRUG TESTING, LLC		260.00
ED CLUB INC		326.80
ELECTRONIC ENGINEERING COMPANY		2,657.05
ELECTRONIC SOUND INC		375.00
ESU #7		346.87
FILEWAVE		3,975.00
FIRST NEBRASKA BANK INSURANCE GROUP, INC		1,538.00
FRONTIER COOPERATIVE CO		2,672.85
FULLERTON PUBLIC SCHOOLS		400.00
HEARTLAND COMMUNICATIONS		165.00
HERMELBRACHT, SOPHIE		34.03
HOME DEPOT PRO		2,533.68
HOUGHTON MIFFLIN COMPANY		3,826.39
KSB SCHOOL LAW		597.50
LINCOLN JOURNAL STAR		117.60
LINCOLN JOURNAL STAR		535.99
LINCOLN WINNELSON CO		207.00
MACGILL, WILLIAM		760.38
MADISON NATIONAL LIFE INS CO		698.62
MATHESON TRI-GAS, INC		462.81
MENARD'S 27TH		223.54
MENARD'S COLUMBUS		104.06
NATIONAL ART & SCHOOL SUPPLIES		58.26
NCSA REGION 1		50.00
NCSA Region 1		75.00
NE LABOR LAW POSTER SERVICE		172.00
NEBRASKA COUNCIL OF SCHOOL ADMINISTRATORS		300.00
O'KEEFE ELEVATOR CO., INC.		239.00
PETERSON, PAULA		358.75
QUILL CORPORATION		134.94
REI		2,370.00
ROHDA, JENNIFER		88.70
RUTH, CASSIE		513.00
SACK LUMBER CO		69.44
SCHILDT, BROOKE		22.09
SCHOOL SPECIALTY INC		78.73
SEWARD COUNTY INDEPENDENT		144.76
SIMPLISTIC SOLUTIONS INC		300.00
SUBSCRIPTION SERVICES OF AMERICA		703.19
SUNBELT RENTALS, INC		459.38
TECH MASTERS		446.00

Vendor Name	Vendor Description	Amount
TIME MANAGEMENT SYSTEMS		161.20
US GAMES		492.44
VERIZON WIRELESS		23.21
WAHOO/WAVERLY ADV		108.12
WASTE CONNECTIONS OF NEBRASKA		894.37
WINDSTREAM COMMUNICATIONS INC		562.12
WITZEL GEEWE, KYLA		21.45
Fund Number 01		<hr/> 130,704.74
Checking Account ID 1		<hr/> 130,704.74

EAST BUTLER PUBLIC SCHOOLS INVESTMENTS
As of Sept 1 2020 For Bd Mtg September 9, 2020

GENERAL FUND

<u>NUMBER</u>	<u>TERM</u>	<u>MATURITY</u>	<u>AMOUNT</u>	<u>RATE</u>	
1026029	12 month	4/5/21	\$528.98	0.75%	McAuliffePrize (At Prague)
3212	24 month	10/1/20	\$398,777.05	1.60%	
1024535	9 month	5/15/21	\$167,088.90	0.20%	
1024295	12 monthFLEX	7/13/21	\$481,558.52	0.55%	
			\$1,047,953.45		
41-513	Checking		<u>\$957,378.28</u>	0.05%	
TOTAL			\$2,005,331.73		

DEPRECIATION RESERVE/VEHICLE REPLACEMENT FUND

602837 \$14,093.69 0.20%

QUALIFIED CAPITAL IMPROVEMENT PURPOSE UNDERTAKING FUND (QC-PUF)

1507069 \$465,332.32 0.05%

BUILDING FUND

1041-718 Checking \$199,412.96 0.05%

1024870 12 mo FLEX 6/10/20 \$229,433.33 0.55%

EMPLOYEE BENEFIT FUND

1505565 Checking \$5,066.96 0.05%

STUDENT FEE FUND

1502837 Checking \$19,589.59

NEBRASKA LIQUID ASSET FUND

9300709-GF \$1,359,633.57

PLEGGED SECURITIES

FIRST NEBRASKA BANK	1/31/21	\$400,000.00	Cusip 912828B58
FIRST NEBRASKA BANK	3/8/19	\$150,000.00	Cusip 313378QK0
FIRST NEBRASKA BANK	5/30/19	\$500,000.00	Cusip 3137EADG1
FIRST NEBRASKA BANK	11/30/2019	\$200,000.00	Cusip 912828UB4
FIRST NEBRASKA BANK	12/31/2020	\$150,000.00	Cusip 912828A83
FIRST NEBRASKA BANK	6/30/2020	\$200,000.00	Cusip 912828VJ6
FIRST NEBRASKA BANK	3/8/19	\$500,000.00	Cusip 3133782M2
FIRST NEBRASKA BANK	9/14/18	\$500,000.00	Cusip 313375K48
FIRST NEBRASKA BANK	9/14/18	\$250,000.00	Cusip 313375K48
FIRST NEBRASKA BANK	9/14/18	\$500,000.00	Cusip 313375K48
FIRST NEBRASKA BANK	4/30/20	\$200,000.00	Cusip 912828VA5
FIRST NEBRASKA BANK	9/30/21	\$500,000.00	Cusip 912828F21
FIRST NEBRASKA BANK	9/30/20	\$500,000.00	Cusip 912828VZ0
FIRST NEBRASKA BANK	2/19/19	\$100,000.00	Cusip 3135G0ZA4
SUB-TOTAL		\$4,650,000.00	
BANK OF PRAGUE	12/15/2023	\$57,000.00	Cusip 12354RAZ0
BANK OF PRAGUE	1/15/2023	\$85,000.00	Cusip 123529EQ8
SUB -TOTAL		\$142,000.00	
TOTAL PLEDGED		\$4,792,000.00	

	<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>
Check Date:	09/18/2020	Batch Description: September PR-0001					
Processing Month:	09/2020	Status: Calculated Successfully					
Checking Account ID:	1						
ADD							
ACTIVITYTR Activity trips			184.10				
COMPTRNG Computer Training			120.00				
HOURLY Hourly Pay			58,283.72				
NEWTEACHER New Teacher Academy			320.00				
OT Overtime Pay			8,118.57				
SICK Sick Time Used			422.52				
SUB Substitute			1,552.50				
SUBDRIVER Substitute Bus Driver			94.65				
VACATION Vacation Time			1,378.08				
WEIGHTLIFT Weightlifting			40.00				
			70,514.14				
CONTRACT							
C01 Contract 1			227,557.47				
C02 Contract 2			12,145.91				
C04 Title 1			4,001.98				
COACHCONT COACHING CONTRACT			152.63				
			243,857.99				
DEDUCTION							
ACCIDENT ACCIDENT		47.19			47.19	AFLACREMI	AFLAC REMITTANCE SERVICES
ACCIDENTCO ACCIDENT-COLONI		86.77			86.77	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO
CANCER CANCER		144.62			144.62	AFLACREMI	AFLAC REMITTANCE SERVICES
CANCERCOLO CANCER-COLONIAL		44.20			44.20	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO
DENTALPOST FAMILY DENTAL		914.96	1,623.73		2,538.69	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE
DENTALPRE DENTAL		470.72	349.66		820.38	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE
GARNISH Garnishment		29.98			29.98	ARLCREDIT	ARL CREDIT SERVICES
HEALTH HEALTH INSURANC		5,638.32	68,421.97		74,060.29	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE
HORACEMANN HORACE MANN ANN		100.00			100.00	HORACEMAN	HORACE MANN LIFE INS CO
STDISAB SHORT TERM DISA		27.30			27.30	AFLACREMI	AFLAC REMITTANCE SERVICES
URM URM		1,217.34			1,217.34	EASTBTLR2R	EAST BUTLER SCHOOL DIST 2R
VISION VISION		633.80			633.80	VISION	VISION SERVICE PLAN
WADREED WADDELL & REED		1,333.57			1,333.57	WADDELLAN	IVY INVESTMENTS
		10,688.77	70,395.36	0.00	81,084.13		
INDIVIDUAL BANK ACCOUNT DEDUCTION							
HSA HSA		832.00	3,018.66		3,850.66		D
		832.00	3,018.66	0.00	3,850.66		
RET DEDUCTION							
NPERS RETIREMENT	310,871.69	31,099.03	31,410.56		62,509.59	RET	NEBRASKA SCHOOL RETIREMENT A SYS
		31,099.03	31,410.56	0.00	62,509.59		
TAX							
FIT FIT	273,358.37	23,361.84			23,361.84	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM A
FUTA FUTA	314,372.13						
MEDICARE MEDICARE	305,890.97	4,435.43	4,435.43		8,870.86	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM A
SITNE SIT NE	273,358.37	10,558.10			10,558.10	SITNE	NEBRASKA DEPARTMENT OF REVENUE
SOCSEC SOC SEC	305,890.97	18,965.28	18,965.28		37,930.56	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM A
SUTANE SUTA NE	314,372.13						
WCNE WORK COMP NE	314,372.13						
		57,320.65	23,400.71	0.00	80,721.36		
Net Pay:						214,431.68	

Payroll Register - Totals
Unposted; Payroll Type Extra, Pay Off Contracts, Regular, Void

<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>
------------------	---------------	------------------------------	------------------------------	--------------------	-----------------	-------------------

Checking Account ID: 1

Cash Total: 442,597.42

Non - FIT Taxable Deductions	41,013.76					
Non - SIT Taxable Deductions	41,013.76					
Non - SOC SEC Taxable Deductions	8,481.16					
Non - MEDICARE Taxable Deductions	8,481.16					
Direct Deposits	218,282.34					
Automatic Payments	132,672.85					

PAID IN AUGUST 2020				
PRE-APPROVED BILLS (GENERAL FUND)				
8/11/20				
First National Bank CC	Chk# 39707	Training Lunch		\$16.80
First National Bank CC	Chk# 39708	Graphic Edge - masks		\$1,121.35
Nebraska Central Equipment	Chk# 39709	Bus		VOIDED
8/24/20				
National Business Furniture	Chk# 39710	Office Furniture		\$2,006.84
8/25/20				
East Butler Hot Lunch	Chk# 39711	General Fund Transfer - Annual		\$100,000.00
Butler Public Power District	Chk# 39713	Electricity		\$885.16
CTF	Chk# 39714	Vehicle Maintenance		\$13,063.04
Wageworks	Chk# 39715	Monthly Fee		\$135.00
Houghton Mifflin	Chk# 39716	Textbooks		\$8,402.00
McGraw Hill	Chk# 39717	Books		\$203.24
National Business Furniture	Chk# 39718	Desk, Chair, White Boards		\$2,732.01
School Specialty	Chk# 39719	Supplies		\$3,351.46
Software Unlimited	Chk# 39720	Software - Annual Fee		\$5,950.00
Tech Masters	Chk# 39721	Rooftop Unit, Furnace		\$4,762.43
Village of Brainard	Chk# 39722	Utilities		\$9,374.00
8/28/20				
East Butler Depreciation	Chk# 39723	GF Transfer for Bus Sale (April)		\$3,052.00
		TOTAL		\$155,055.33

Regular; Processing Month 08/2020; Fund Number 01

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	PROPERTY TAXES	0.00	46,911.83	4,899,686.35	0.00	(4,899,686.35)
01 1115	CARLINE	0.00	0.00	1,866.83	0.00	(1,866.83)
01 1120	PUBLIC POWER DISTRICT-SALES TAX	0.00	0.00	3,639.59	0.00	(3,639.59)
01 1125	MOTOR VEHICLE TAXES	0.00	22,948.10	266,051.16	0.00	(266,051.16)
01 1140	PENALTIES & INTEREST ON	0.00	0.00	1,462.74	0.00	(1,462.74)
01 1370	PRE-SCHOOL TUITION	0.00	1,750.00	9,470.00	0.00	(9,470.00)
01 1510	INTEREST	0.00	52.86	800.95	0.00	(800.95)
01 1911	LOCAL LICENSE FEES	0.00	0.00	2,160.00	0.00	(2,160.00)
01 1920	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
01 1990	MISC LOCAL REV	0.00	0.00	0.00	0.00	0.00
Subtotal: LOCAL RECIEPTS		0.00	71,662.79	5,185,137.62	0.00	(5,185,137.62)
01 2110	COUNTY FINES/LICENSES	0.00	2,158.45	24,572.04	0.00	(24,572.04)
01 2210	ESU RECEIPTS	0.00	4,844.85	28,543.99	0.00	(28,543.99)
Subtotal: 2000		0.00	7,003.30	53,116.03	0.00	(53,116.03)
01 3110	STATE AID	0.00	0.00	50,507.00	0.00	(50,507.00)
01 3120	SPED PROGRAMS/SCHOOL AGE	0.00	0.00	363,682.00	0.00	(363,682.00)
01 3125	SPED TRANSPORTATION/SCHOOL AGE	0.00	0.00	0.00	0.00	0.00
01 3130	HOMESTEAD EXEMPTION	0.00	6,906.51	42,298.40	0.00	(42,298.40)
01 3131	PROPERTY TAX CREDIT	0.00	0.00	0.00	0.00	0.00
01 3132	PERSONAL PROPERTY TAX CREIDT	0.00	0.00	0.00	0.00	0.00
01 3180	PRO RATE MOTOR VEHICLE	0.00	0.00	0.00	0.00	0.00
01 3400	STATE APPORTIONMENT	0.00	0.00	0.00	0.00	0.00
01 3400 0000	STATE APPORTIONMENT	0.00	0.00	56,211.39	0.00	(56,211.39)
01 3512	DIST ED INCENTIVE	0.00	0.00	270.00	0.00	(270.00)
01 3535	ST OF NE - HI ABILITY LEARNER	0.00	0.00	0.00	0.00	0.00
01 3535 810	ST OF NE - HI ABILITY LEARNER	0.00	0.00	0.00	0.00	0.00
01 3990	OTHER STATE RECEIPTS	0.00	0.00	439.50	0.00	(439.50)
Subtotal: 3000		0.00	6,906.51	513,408.29	0.00	(513,408.29)
01 4505	TITLE I	0.00	0.00	0.00	0.00	0.00
01 4506	TITLE I ACCOUNTABILITY	0.00	0.00	0.00	0.00	0.00
01 4509	TITLE II PART A	0.00	0.00	0.00	0.00	0.00
01 4511	TITLE VI (REAP)	0.00	0.00	43,966.00	0.00	(43,966.00)
01 4512	SPED IDEA	0.00	0.00	44,556.00	0.00	(44,556.00)
01 4516	IDEA	0.00	0.00	1,479.00	0.00	(1,479.00)
01 4519	SPED IDEA	0.00	0.00	38,970.00	0.00	(38,970.00)
01 4521	IDEA NONPUBLIC	0.00	0.00	0.00	0.00	0.00
01 4530	OTHER FED CAT REC	0.00	0.00	0.00	0.00	0.00
01 4708	MEDICAID IN PUBLIC SCHOOLS	0.00	2,321.25	4,077.24	0.00	(4,077.24)
01 4709	ADMINISTRATIVE OUTREACH	0.00	0.00	1,536.63	0.00	(1,536.63)
Subtotal: 4000		0.00	2,321.25	134,584.87	0.00	(134,584.87)
01 5200	TRANSFERS FROM FUNDS (INCOMING)	0.00	(418,121.99)	202,475.28	0.00	(202,475.28)
01 5300	SALE OF PROPERTY	0.00	0.00	3,110.00	0.00	(3,110.00)
01 5690	OTHER NON-REVENUE RECEIPTS	0.00	1,144.00	20,352.91	0.00	(20,352.91)
Subtotal: 5000		0.00	(416,977.99)	225,938.19	0.00	(225,938.19)
01 9000	NON-PROGRAM RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: NON-PROGRAM RECEIPTS		0.00	0.00	0.00	0.00	0.00
Fund Total:		0.00	(329,084.14)	6,112,185.00	0.00	(6,112,185.00)

September 9, 2020						
SPECIAL BUILDING FUND BILLS						
Advanced Fire & Safety	Chk# 1158		Fire Extinguisher, Inspection of Hood, etc			
	\$1,209.03					
AgTac Services	Chk# 1159		Strip & wax floor			
	\$1,308.50					
BP Sprinkler LLC	Chk# 1160		Sprinkler repair			
	\$192.99					
Jaymar Business Forms, Inc	Chk# 1161		Special Bldg Acct Checks			
	\$117.94					
Lincoln Winnelson Co	Chk# 1162		Water Fountains			
	\$3,155.63					
Midwest Door & Hardware	Chk# 1163		Bathroom Stalls			
	\$6,754.00					
Village of Brainard	Chk# 1164		School's Half of Park Cost			
	\$4,182.00					
Klement Electric	Chk# 1165		Wiring - Water fountains & scienc room			
	\$2,334.09					
TOTAL	\$19,254.18					
DEPRECIATION FUND BILLS						
Tile Design, Inc	Chk# 1100		Tile & installation for primary restrooms			
	\$21,522.07					
TOTAL	\$21,522.07					

QUALIFIED CAPITAL IMPROVEMENT PURPOSE UNDERTAKING FUND (QCPUF)						
No QCPuf bills in August						
TOTAL		\$200.00				

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

East Butler Public School (12-0502) in Butler County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 9 day of September, 2020 at 6:00 o'clock, P.M., at Room 158 - Brainard Building for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours.

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Total Personal and Real Property Tax Requirement (7)
	2018-2019 (1)	2019-2020 (2)	2020-2021 (3)			
General	\$ 6,289,448.00	\$ 6,412,987.00	\$ 7,218,148.00	\$ 2,400,000.00	\$ 4,201,283.00	\$ 5,471,581.00
Depreciation	\$ 87,845.00	\$ 70,849.00	\$ 210,553.00		\$ 210,553.00	
Employee Benefit	\$ 5,203.00	\$ 4,356.00	\$ 90,331.00	\$ -	\$ 90,331.00	
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 173,063.00	\$ 161,513.00	\$ 261,316.00	\$ -	\$ 261,316.00	
School Nutrition	\$ 193,120.00	\$ 223,252.00	\$ 274,500.00	\$ -	\$ 274,500.00	
Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Building	\$ 658,586.00	\$ 222,721.00	\$ 1,101,254.00		\$ 445,150.00	\$ 662,731.00
Qualified Capital Purpose Undertaking	\$ 189,244.00	\$ 1,831,850.00	\$ 592,552.00	\$ -	\$ 488,765.00	\$ 104,835.00
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	
Student Fee	\$ 6,714.00	\$ 6,200.00	\$ 27,532.00	\$ -	\$ 27,532.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 7,603,223.00	\$ 8,933,728.00	\$ 9,776,186.00	\$ 2,400,000.00	\$ 5,999,430.00	\$ 6,239,147.00

PROPERTY TAX RESOLUTION

2020/2021 TAX REQUEST RESOLUTION FOR EAST BUTLER SCHOOL DISTRICT 12-0502

WHEREAS, public was given at least five days in advance of a Special Public Hearing called for the purpose of discussing and approving or modifying the District's Tax Requests for the **2020/2021** school fiscal year for the General Fund, Bond Fund, Special Building Fund, and Qualified Capital Purpose Undertaking Fund of BUTLER COUNTY School District 12-0502; and,

WHEREAS, such Special Public Hearing was held before the Board of Education (hereinafter "the Board") of BUTLER COUNTY School District 12-0502 (hereinafter "the District") at the time, date, and place announced in the notice published in a newspaper of general circulation, a copy of which notice and proof of publication of which is attached hereto as Exhibit A, all as required by law; and,

WHEREAS, the Board provided an opportunity to receive comment, information and evidence from persons in attendance at such Special Hearing; and,

WHEREAS, the total assessed value of the property differs from last year's total assessed value by **.86%**; the tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be **\$.617463** per \$100 of assessed value; the **EAST BUTLER PUBLIC SCHOOL DISTRICT** proposes to adopt a property tax requests that will cause its tax rate to be **\$.701646** per \$100 of assessed value.

WHEREAS, based on the proposed property tax request and changes in other revenue, the total operating budget of **EAST BUTLER PUBLIC SCHOOL DISTRICT** will exceed last year's by **8** percent.

WHEREAS, the Board, after having reviewed the District's Tax Requests for each said fund, and after public consideration of the matter, has determined that the Final Tax Requests as listed below are necessary in order to carry out the functions of the District, as determined by the Board for the **2020/2021** school fiscal year.

NOW BE IT THEREFORE RESOLVED that (1) the Tax Request for the General Fund should be, and hereby is set at **\$5,471,581**; (3) the Tax Request for the Special Building Fund should be, and hereby is set at **\$662,731**; and (4) the Tax Request for the Qualified Capital Purpose Undertaking Fund should be, and hereby is set at **\$104,835**.

It is so moved by (Name of Board Member) _____ and seconded by (Name of Board Member) _____ this 9th day of September, 2020.

Roll Call vote as follows:

Megan Kozisek	YES	NO
Kim TePoel	YES	NO
Dan Zysset	YES	NO
Ryan Pekarek	YES	NO
Dylan Spatz	YES	NO
Sarah Strizek	YES	NO

The undersigned herewith certifies, as Secretary of the Board of Education of BUTLER School District 12-0502, that the above Resolution was duly adopted by a majority of said Board at a duly constituted public meeting of said Board.
_____, Secretary

Notice of Special Hearing To Set Final Tax Request

East Butler Public School (12-0502) in Butler County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 9 day of September 2020 following the budget hearing for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2019-2020	2020-2021	Change
Property Valuations	896,893,028	889,216,557	-1%

2019/20 Budget Information

2020/21 Budget Information

Fund	2019-2020 Operating Budget	2019-2020 Property Tax Request	2019 Tax Rate	Property Tax Rate (2019-2020 Request Divided By 2020 Valuation)	2020-2021 Operating Budget	2020-2021 Proposed Property Tax Request	Proposed 2020 Tax Rate	Change in Tax Rate	Change in Operating Budget
General Fund	6,707,665.00	4,847,916.00	0.540523	0.545190	7,218,148.00	5,471,581.00	0.615326	14%	8%
Special Building Fund	887,398.00	454,545.00	0.050680	0.051117	1,101,254.00	662,731.00	0.074530	47%	24%
Qualified Capital Purpose Undertaking Fund K - 12	673,848.00	188,122.00	0.020975	0.021156	592,552.00	104,835.00	0.011790	-44%	-12%
Total	8,268,911.00	5,490,583.00	0.612178	0.617463	8,911,954.00	6,239,147.00	0.701646	15%	8%

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is entered into effective this ____ day of _____, 2020, by and between **East Butler Public Schools**, legally known as **Butler County School District 12-0502** (the "Seller"), and **Cheryl Novacek, Joan Westergaard, and Terri Adkins** (the "Buyer").

RECITALS

A. Seller owns certain real and personal property ("Property") located in Saunders County, Nebraska, with the real property legally described as School District property described as follows:

One Acre of the North ½ of the NorthEast Quarter in Section 21, Township 14, Range 5 East of the 6th P.M., Saunders County, Nebraska

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase and acquire the Property from Seller, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, conditions and agreements set forth herein, Buyer and Seller agree as follows:

ARTICLE 1 PURCHASE AND SALE OF PROPERTY

1.1 Agreement to Purchase and Sell. Upon the terms and subject to the conditions set forth in this Agreement, and in reliance upon the representations made herein by each party to the other, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Property and all rights and appurtenances relating thereto (collectively the "Property") at Closing.

1.2 Closing. The Closing of the purchase and sale of the Property will be held at such time, date and place as Seller and Buyer may mutually agree (the "Closing").

1.3 Purchase Price. In consideration of Seller's agreement to convey and transfer the Buildings, and subject to the terms and conditions of this Agreement, Buyer agrees to pay Seller **\$3,404.00**.

1.4 Payment of Purchase Price. Buyer agrees to pay the Purchase Price to Seller by cashier's check at Closing.

1.5 Title and Possession. At Closing, Seller shall deliver a properly executed and acknowledged quitclaim deed, conveying to Buyer title to the Property, subject only to easements, conditions, covenants and restrictions of record as of the date of Closing. Seller shall deliver possession of the Property to Buyer at Closing.

1.6 Costs. Buyer shall pay any fee which becomes payable upon recordation of the deed conveying title to the Real Property from Seller to Buyer. Seller shall pay applicable Nebraska Documentary Stamp Taxes, if any, which become payable upon recordation of the deed.

ARTICLE 2 WARRANTIES

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1 Authority Relative to Agreement. Seller is a political subdivision and body corporate duly organized and in good standing under the laws of the State of Nebraska and has all requisite authority and power to execute, deliver and perform this Agreement. All necessary actions required in order to authorize the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby have been duly and validly taken by Seller. Seller's Board of Education approved the terms set forth herein and authorized the execution hereof at a regular meeting of the Board held in accordance with NEB. REV. STAT. § 79-10,114. This Agreement has been executed by an authorized representative of Seller and constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

2.1.2 No Brokers. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission, or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

2.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

2.2.1 Authority Relative to Agreement. Buyer has the authority to execute, deliver and perform this Agreement.


2.2.2 No Brokers. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.


ARTICLE 3 OTHER AGREEMENTS

3.1 Condition of Property. This Agreement is based on Buyer's inspection and investigation of the Property, and Buyer agrees to accept the Property in its condition on the date of Closing. Buyer acknowledges that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, operating history or projections, valuation, governmental approvals, governmental regulations, the truth, accuracy or completeness of the items or any other information provided by or on behalf of Seller to Buyer or any other matter or thing regarding the Property. Upon closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "as is, without reservation." Buyer has not relied upon and will not rely upon either directly or indirectly, any representation or warranty of Seller, any real estate agent or any auctioneer with respect to the Property. Buyer will conduct such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and will rely solely upon same and not upon any information provided by or on behalf of Seller. Upon closing, Buyer shall assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations. Buyer, upon closing, hereby waives, relinquishes and releases Seller from and against any and all claims, demands, causes of action (including causes of action in tort (i.e., negligence and strict liability), losses, damages, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller at any time by reason of or arising out of any construction defects, physical and environmental conditions, the violation of any applicable laws, and any and all other matters regarding the Property. Buyer, upon closing, shall

indemnify and hold Seller harmless from and against any and all claims, demands, causes of action (including causes of action in tort (i.e., negligence and strict liability)), loss, damage, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, asserted against or incurred by Seller at any time by reason of or arising out of the violation of any applicable laws pertaining to any adverse physical or environmental condition placed or occurring on the Property on or after Closing. Should any clean-up, remediation or removal of hazardous substances or other environmental conditions on the Property be required after Closing, it is hereby understood and agreed that such cleanup, removal or remediation shall be the responsibility of and shall be performed at the sole cost and expense of Buyer. The terms, conditions, obligations and indemnities of this section shall expressly survive the Closing and not merge therein.

As used herein, the term "hazardous substances" shall mean any substance which is or contains (1) any "hazardous substance" as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (2) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (3) any substance regulated by Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (4) gasoline, diesel fuel, or other petroleum hydrocarbons; (5) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (6) polychlorinated biphenyls; (7) radon gas; and (8) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any applicable federal or state laws relating to any of the Property. Hazardous substances shall include, without limitation, any substance, the presence of which on the Property, (a) requires reporting, investigation or remediation under applicable law, (b) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (c) which, if emanated or migrated from the Property, could constitute a trespass.


Buyer's initials


Seller's initials

3.2 Payment of Costs. Except as otherwise expressly provided herein, Buyer and Seller shall pay their own respective attorney fees and other costs and expenses incurred in connection with the preparation, execution and performance of this Agreement.

3.3 Risk of Loss and Insurance. Risk of loss or damage to the Property or personal property shall be the Seller's responsibility until closing. Seller will insure the Property and personal property at no less than the purchase price until closing. Seller will immediately notify Buyer in writing of any damage that occurs prior to closing. In the event of any damage to the Property or personal property prior to closing, Buyer will have the option to (1) terminate this Agreement, or (2) accept the Property and/or personal property, provided that (a) the Seller shall pay to the Buyer any insurance proceeds and deductible for the restoration, repair, or replacement of the Property and/or personal property or (b) the purchase price will be reduced by the cost of the restoration, repair, or replacement. The earnest money deposit shall be refunded if the Agreement is terminated.

ARTICLE 4 CONDITIONS OF CLOSING

4.1 Buyer's Conditions of Closing. Buyer's obligation to close on the purchase of the Property is expressly conditioned upon the complete and timely fulfillment of Seller's provision of an executed and acknowledged quitclaim deed to the Property at or prior to Closing.

4.2 Seller's Conditions of Closing. Seller's obligation to perform hereunder is expressly conditioned upon the complete and timely fulfillment of the following Buyers payment of the initial payment specified in section 1.4 at or prior to Closing.

ARTICLE 5 REMEDIES

5.1 Buyer's Remedies. In the event any condition set forth in of this Agreement is not satisfied or waived, or in the event Seller defaults on any obligation arising hereunder, Buyer shall be entitled to receive a full refund of the Deposit in lieu of any other remedy which may be available to Buyer at law or in equity, and this Agreement shall be void and of no further force or effect whatsoever upon Buyer's receipt of the Deposit.

5.2 Seller's Remedies. In the event any condition set forth in this Agreement is not satisfied or waived, or in the event Buyer defaults on any obligation arising hereunder, Seller shall be entitled to: (a) retain the Deposit as liquidated damages in lieu of any remedy which may be available to Seller at law or in equity(in which case, this Agreement shall be void and of no further force or effect); or (b) pursue any remedy which may be available to Seller at law or in equity.

ARTICLE 6
MISCELLANEOUS

6.1 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, agents and permitted assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors, agents and permitted assigns any right, remedy, obligation or liability under or by reason of this Agreement.

6.2 Counterparts. This Agreement may be executed, acknowledged, delivered and transmitted in counterparts, by facsimile process or otherwise, each of which when so executed, acknowledged, delivered or transmitted shall be deemed an original, but all of such counterparts shall constitute one and the same instrument.

6.3 Delivery of Documents. This Agreement properly executed and any document or notice required or permitted to be delivered hereunder shall be in writing and shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: East Butler Public Schools
 Attn: Michael Eldridge, Superintendent
 212 S. Madison Street
 Brainard, NE 68626

If to Buyer: Cheryl Novacek, Joan Westergaard, & Terri Adkins

or to such other address as any party shall specify by written notice so given.

6.4 Entire Agreement. This Agreement, together with the exhibits attached hereto and all other documents to be delivered pursuant hereto, constitute the complete and exclusive written expression of the terms and conditions of the agreement among the parties and supersedes all prior or contemporaneous proposals, agreements, understandings, negotiations and discussions, oral or written, between the parties pertaining to the subject matter hereof. This Agreement may not in any way be explained, supplemented, or modified by: (a) any prior or existing course of dealing; (b) any prior performance of the parties; or (c) any other method, unless

amended in a writing signed by duly authorized representatives of Buyer and Seller.

6.5 Execution of Additional Documents. The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Property, and to protect the right, title and interest in and enjoyment of the Property assigned, transferred and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.

6.6 Governing Law. This Agreement shall be enforced in accordance with and governed by the laws of the State of Nebraska.

6.7 Severability. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

6.8 Waiver. By written notice to the other, either party hereto may: (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracy in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any condition or covenant of the other contained in this Agreement; or (d) waive performance of any obligation of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any party hereto of a breach of any provision hereunder shall not be effective unless in writing and signed by an authorized representative of the waiving party, and (ii) shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

6.9 Incorporation of Exhibits. All exhibits attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

[NEXT PAGE IS SIGNATURE PAGE]

SELLER:
EAST BUTLER PUBLIC SCHOOLS
(BUTLER COUNTY SCHOOL
DISTRICT 12-0502)

BUYERS:
CHERYL NOVACEK,
JOAN WESTERGAARD, and
TERRI ADKINS

By: _____
President of the Board of Education

By: _____
Cheryl Novacek

By: _____
Joan Westergaard

By: _____
Terri Adkins

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by **Megan Kozisek**, President of the Board of Education of East Butler Public Schools, legally known as Butler County School District 12-0502), on behalf of East Butler Public Schools.

Notary Public

ACKNOWLEDGEMENT FOR BUYERS

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by **Cheryl Novacek**, an individual.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day
of _____, 2020, by **Joan Westergaard**, an individual.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day
of _____, 2020, by **Terri Adkins**, an individual.

Notary Public

Exhibit "A"

QUIT CLAIM DEED

Grantor **Butler County School District 12-0502**, a/k/a **East Butler Public Schools**, hereby remises, releases and quits claim to Grantee **Cheryl Novacek, Joan Westergaard, Terri Adkins, as tenants in common and not as joint tenants, subject to the life use, income and possession held by Norma K. Buresh** for the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, all their right, title and interest in and to the following-described real property located in Saunders County, Nebraska:

One Acre of the North 1/2 of the NorthEast Quarter in Section 21, Township 14, Range 5 East of the 6th P.M., Saunders County, Nebraska

Dated: this ____ day of _____, 2020.

Butler County School District
12-0502 (Grantor)

By:

President, Board of Education

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

On this ____ day of _____, 2020, before me, a Notary Public in and for said County, personally appeared **Megan Kozisek**, to me personally known, who, being by me duly sworn, did say that he is President of Butler County School District 12-0502 Board of Education; that said instrument was signed on behalf of said school district by authority of the board of education; and that s/he acknowledged the execution of said instrument to be the voluntary act and deed of said school district, by it and by him/her voluntarily executed.

Notary Public

Elementary Principal Report

September Board Meeting



I. 2020-2021 Enrollment

- A. 20-21 Numbers:
 - 1. Preschool: 23 Students
 - 2. Kindergarten: 27 Students
 - 3. Brainard K-6: 103 Students
 - 4. Dwight K-6: 42 Students
 - 5. K-12: 272 Students
- B. The 29 Year enrollment numbers are included.

II. Fall Assessments

- A. Northwest Evaluation Association (NWEA)-MAPS testing was completed August 28 with a few students needing to finish testing due to exclusion.
- B. Acadience testing in Math and Reading was finished on August 21. This screener replaces the Dynamic Indicators of Basic Early Literacy Skills (DIBELS) testing that was used in the past.

III. Procedures during a Student Exclusion

- A. The following procedures will be used when a student is not allowed in school due to symptoms, quarantine, or positive test for COVID-19.
- B. **Communication** - The school nurse will inform administration when a student is to be excluded for symptoms, quarantine, or a positive test for COVID-19. The return date for the student will also be shared. Administration will notify teachers that work directly with the student using email. This information should remain confidential. The classroom teacher will contact the parent to communicate information related to picking up material and expectations during the time of exclusion.
- C. **Academic Guidelines** - The academic focus during a student exclusion would be the core subjects of Math and Reading. A teacher may include additional subjects such as English, Spelling, Science, and Social Studies, but there should be no more than 1 assignment/activity in the additional subject in a 5-day period. The specials classes including art, music, physical education, keyboarding/library, technology, and life skills will be discontinued during the time of exclusion. School technology devices, including Ipads or computers, can be sent home when a student has been excluded.
- D. **Re-Admittance** - When a student is allowed to return to school, the assignments would be collected at that time unless prior arrangements have been made between the parent and teacher. If a student is to return before the original date an email will be sent to teachers that work directly with the student.

IV. K-6 e-Learning Plan

- A. The K-6 e-Learning plan is attached. The plan will be updated with a schedule for Zoom session and special education information. K-2 will be using the Seesaw for collection of work, while grade 3-6 will be using google classroom. There may be additions to this plan as we prepare for the possibility of e-Learning.
- B. The staff visited on August 10 and discussed grading for K-2 students. The plan would be to use a different grading system for our younger students using Excellent (E), Satisfactory (S), Improving (I) and Needs Improvement (N). This grading system would also be used during the regular school year.

V. Safety/Crisis Drills

- A. The following safety and crisis drills were completed on August 21.
 - 1. School Evacuation
 - 2. School lockdown
 - 3. Fire Drill
 - 4. Bus Evacuation
 - 5. Tornado Drill

VI. Professional Learning Day

- A. There will be a professional learning day on September 21. Teachers and paraeducators will participate in a required suicide prevention training. ESU 7 staff will also be providing additional support related to NWEA-MAP and ACT scores.

East Butler Enrollment Report 29 Year Enrollment

Year	Pre-K	Kind.	Br. K-6	Dw. K-6	Pr. K-6	K-6 Total	K-12
2020-21	23	27	103	42		145	272
2019-20	28	16	92	34		126	260
2018-19	40	12	91	40		131	266
2017-18	24	23	91	41		132	277
2016-17	21	23	94	43		137	277
2015-16	30	23	93	40		133	277
2014-15	30	13	95	39		134	299
2013-14	29	22	101	45		146	308
2012-13	19	12	95	43	8	146	321
2011-12	16	18	86	48	19	153	323
2010-11	17	23	90	54	30	174	345
2009-10	19	18	72	59		131	279
2008-09	13	25	84	54		138	281
2007-08	10	20	78	53		131	309
2006-07		11	78	53		131	303
2005-06		19	83	53		136	321
2004-05		15	79	50		129	321
2003-04		17	92	50		142	327
2002-03		23	100	52		152	335
2001-02		18	100	67		167	342
2000-01		20	103	69		172	358
1999-00		18	98	74		172	351
1998-99		18	98	81		179	364
1997-98		23	101	89		190	372
1996-97		25	106	76		182	371
1995-96		37	100	81		181	349
1994-95		13	103	71		174	326
1993-94		25	118	69		187	336
1992-93		27	115	65		180	322
Average	22.8	20.1	94.4	56.4	19	152.8	317

East Butler Public Schools: K-6 e-Learning Plan

e-Learning Information:

East Butler Public School will initiate e-learning if the COVID-19 Risk Dial from the Four Corner Health Department indicates that our area is in the severe category (red). During e-learning, students will participate in all educational opportunities at home with support from staff at East Butler. Students would be given classroom materials and devices to assist the learning process. Grades K-2 will be given an Ipad and grades 3-6 would receive a laptop computer. The academic focus would be the core subjects of Math and Reading. A teacher may include additional subjects such as English, Spelling, Science, and Social Studies, but there should be no more than 1 assignment/activity in the additional subject in a 5-day period.

e-Learning Platforms:

Grades K-2: The Seesaw application will be used for grades K-2 for collecting assignments.

Information on Seesaw for parents can be found on the following site: <https://web.seesaw.me/parents>

Grade 3-6: Students in grades 3-6 will be using google classroom for collecting assignments.

Zoom is a resource that may be used to deliver instruction. Zoom is a web-based video conferencing tool that allows users to meet online. Teachers may also use recorded video to deliver content when appropriate.

Grade Level Grading Practices:

Grades K-2: Assignments will be collected using Seesaw. Grades will be recorded using the following:

E - Excellent (90-100%)

S - Satisfactory (80-89%)

I - Improving (70-79%)

N - Needs Improvement (0-60%)

Grades 3-6: Assignments will be collected using google classroom and assigned a grade as they would during a regular school setting. Grades will be recorded on PowerSchool by the following Monday at 8:00 am. Feedback may be given to students using email/phone calls. Grades 3-6 students may be placed on ICU to communicate missing work.

K-6 Specials: There will be one required activity per week for music, physical education, and art. Required activities will be communicated using either seesaw or google classroom. Assignments will be posted each Monday before 8:00 am and will be due each Friday by 3:45 pm. Technology, counseling, and library/keyboarding will not have weekly required assignments. Information will be provided to families related to mental health.

Participation:

*All K-6 students are expected to participate in e-learning.

*The classroom teacher and elementary principal will reach out to students and parents to address participation concerns.

*Grades for e-learning assignments will count towards semester grades.

*Students in grade 3-6 may be put on ICU to communicate missing assignments.

Communication:

Appropriate communication is important during e-learning. Teachers and administration are available by email from 8:00-3:30. Email addresses can be found on the East Butler website. Staff will also be reaching out to parents and students using email/phone calls.

e-Learning Student Expectations:

- Students are expected to complete and turn in quality work.
- Students are expected to establish daily routines for engaging in the learning process.
- Students are expected to establish a space at home where e-Learning can take place effectively.
- Students are expected to regularly monitor online platforms for teacher messages at the proper grade level.
- Grade 3-6 Students are expected to contact their teacher via email if they have any questions.
- Students who refuse to complete assignments will receive a 0% on the assignment or needs improvement according to grade level.

e-Learning Teacher Expectations:

- Teachers will utilize zoom, recorded videos, google classroom, or Seesaw platforms to deliver instruction.
- Teachers will make regular contact with students utilizing one of these platforms or via email if appropriate.
- Teachers will have a minimum of 2 graded assignments per week in the core areas of Math and Reading.
- Teachers will make the assignment due date known to students on the day they send out the assignment.
- Teachers will update grades by 8:00 AM the following Monday.

e-Learning Parent Roles and Responsibilities:

- Establish routines and expectations for your child.
- Define a physical space at home for your child to study.
- Monitor communication between the school and your child.
- Begin and end each day with a check-in with your child.
- Encourage physical activity for your child.
- Remain mindful of your child's possible anxiety and mental health.
- Check Powerschool regularly to see how your child is performing

e-Learning Zoom Expectations for Students:

- **Time** - Be sure you are ready with materials and join the zoom meeting at the scheduled time.
- **Work Area** - Set up your work area at a table, desk or other stable setting that is free from distractions. Do not bring additional items to the session including toys or other unnecessary objects.
- **Involvement** - Video is to remain ON to promote focus and help the teacher view your participation. Follow along with the teacher and be involved with the lesson.
- **Safe** - Refrain from eating or drinking near the computer as this could cause damage to the device.
- **Respectful** - Listen to others and respect their thoughts. Reply to questions asked during the meeting and speak appropriately.
- **Responsible** - Complete activities that are assigned and email teachers with questions.

Secondary Principal Report September - 2020 School Board Meeting

I. ICU/Blitz

- A. The ICU Focus lunch has been effective at making students accountable for their school work. Teachers are doing a good job of reporting to Focus lunch.

II. Drill Day August 21st.

- A. We had drill day on August 21 and practiced the following drills: Fire, Evacuation, Bus Evacuation, & Lock Down drills.
- B. We met our Fire Marshal Code having two fire drills the first 2 weeks of school. The second fire drill was held on August 24th

III. Teacher/Student Learning Engagement = Mr. Cidlik visited classrooms in the first couple of weeks of school.

- Some teachers were using direct instruction and Q/A with students.
- The teacher asks a question and students got into small groups to discuss their answers. Masks were being worn due to the close proximity.
- Students were given a pretest so the teacher could gain baseline information.
- Students were presenting introductory videos about themselves.
- Quizlet was being utilized to help retain information.
- Students were working on writing skills.
- Staff used humor to get their lesson taught.
- Our teachers were kind, considerate, & caring toward our students.
- Very little problem with students wearing masks.

What did this quick observation demonstrate? Students were engaged & best practices were being utilized by our teaching staff.

IV. NWEA/MAP Testing

- A. All 7-11 students had standardized testing on August 26th & August 27th
- B. 10:00 a.m. start on these two days.
- C. Seniors reported before 10 a.m.

V. 7th/8th Grade Reading Class

- A. Mrs. Zajac: Read to Achieve Curriculum - Nonfiction/Fiction 7th graders
- B. Mrs. Chapek: Utilizing the Rewards reading curriculum with 8th graders.
- C. Our plan is to explore & research a reading curriculum for 7th/8th grade students.
- D. We want to make sure that the students are being measured for comprehension at different intervals during the school year.

- E. Mr. Cidlik will be meeting with a group of teachers on our Professional Learning Day in September to discuss students being served in both the 7th/8th grade reading classes.

VI. ACT September 22

- A. All 2021 students are signed up to take the ACT on September 22

VII. eLearning Document

- A. The document has components for students, teachers, and parents
- B. We also received input from our 7-12 students as to what they would like to see if we were to go back to eLearning. This was very helpful and we've implemented those items into the eLearning document. The eLearning document has administrative, teacher, & student input.
- C. Teachers are to practice eLearning lessons with each class in person so that students and teachers are comfortable with the process.

East Butler Secondary School e-Learning Plan

First and foremost all the assignments and activities are REQUIRED and will go towards your final grade.

As we move forward, please contact Mr. Cidlik with any questions - mcidlik@ebutler.esu7.org

e-Learning will allow our students the opportunity to complete the course work and DOES count towards graduation credit. Teachers will be focusing on the essential information to ensure students have the knowledge needed to move onto the next level and to earn graduation credits.

This document was put together by the administration, teachers, & 7-12 students at East Butler.

e-Learning Schedule

- Under any circumstance, if we do not have school due to Covid 19 we would utilize the class schedule below. The class times are used for teachers who want to meet with their classes. Not all classes will meet every day. However, if a teacher wants to zoom or have a google classroom discussion they can utilize this class time for that period that they teach.

Monday/Wednesday

1st Period 8:00 - 8:50
2nd Period 9:00 - 9:50
3rd Period 10:00 - 10:50
4th Period 11:00 - 11:50

Tuesday/Thursday

5th Period 8:00 - 8:50
6th Period 9:00 - 9:50
7th Period 10:00 - 10:50
8th Period 11:00 - 11:50

e-Learning Fridays will be for teachers to contact students who don't have their school work completed.

e-Learning Student Expectations

- Students are expected to complete and turn in quality work.
- Students are expected to establish daily routines for engaging in the learning process.
- Students are expected to establish a space at home where e-Learning can take place effectively.
- Students are expected to regularly monitor online platforms for teacher messages.
- Students are expected to contact their teacher via email if they have any questions.
- Students who refuse to complete assignments will receive a 0% on the assignment.
- Students who want one on one time will need to email their teacher and make a request.

e-Learning Teacher Expectations

- Teachers will utilize zoom, youtube videos, & google classroom platforms.
- Teachers will make contact with students on the days they have class.
- Teachers will have 2 graded assignments per week.
- Teachers will have no more than 3 graded assignments per week during e-Learning
- Teachers will make the assignment due date known to students on the day they send out the assignment.
- Teachers will post their assignments no later than the class time that corresponds with the e-Learning schedule.
- Teachers will update grades by 8:00 AM on Monday.

e-Learning Parent Roles

- Establish routines and expectations for your child.
- Define a physical space at home for your child to study.
- Monitor communication between the school and your child.
- Begin and end each day with a check-in.
- Encourage physical activity for your child.
- Remain mindful of your child's stress and worry.
- Check powerteacher regularly to see how your child is performing.

Student Zoom expectations

- Be on time - Log on a few minutes before class.
- Find a quiet place.
- Be prepared - computer charged and camera on.
- Presentation - wear appropriate clothing, sit up straight, and be in front of your camera
- Mute yourself
- Participation - be an active participant.
- Chat responsibility - raise your hand or type your question into the chatbox.
- Speak clearly - look at the camera when speaking.
- Be Kind - Be Considerate - Be Respectful

GRADING AND "RE-DO" ASSIGNMENTS

- Teachers will have assignments graded and imported into powerschool by 8:00 AM on Monday from the previous week.
- All grades will be entered into Powerschool as normal. A reminder that our current grading scale with 70% as the pass/fail mark will continue to be used.
- Students may have the opportunity to redo an assignment that they did not receive a favorable score on. This will be at the teacher's discretion if/when a redo will be offered.

- **NSAA guidelines state that students must pass 20 credit hours in the previous semester in order to participate in Varsity level competition. Failing to pass the required number of courses this semester, will result in ineligibility for 90 days at the start of the 2020-2021 sports season.**

Senior students must understand that refusing to complete work could put their ability to graduate in jeopardy. Underclassmen must understand that refusing to complete work could put them at risk of failing the course and ultimately being required to repeat the course during the next academic year.

Attendance

- **Attendance will be based upon the completion of school work. For example, students will receive assignments in periods 1-4 on Monday. They will have until 11:59 p.m. on Tuesday night to complete the assignments. Teachers will record attendance for Monday's class session on Wednesday based on if the student completed their work from Monday's assignment. If the work was completed on time (11:59 p.m.) Tuesday night the student would be counted present for both Monday/Tuesday. If the student does not complete their work they would be counted as absent for both those days. Teachers would have the discretion to give an absent one day and a present for another day based on participation. On Friday the student would be counted present if all their work is completed.**