

Board of Education Regular Meeting
Monday, January 13, 2025 6:30 PM
East Butler School
212 South Madison Street
Brainard, NE 68626-0036

1. Call Meeting To Order
2. Flag Salute/Open Meetings Act Statement
3. Roll Call
4. Mission Statement
5. School Board Goals
6. Patron's Comments
7. Oath of Office/Selection of Officers
 - 7.1. Nominate and elect President
 - 7.2. Nominate and elect Vice-President
 - 7.3. Nominate and elect Secretary
8. Organization of the Board of Education
 - 8.1. Establish the time and place for the regular meeting of the board of education.
 - 8.2. Designate the paper of record for the board of education's regular meetings
 - 8.3. Designate the Legal Counsel for the School District.
 - 8.4. Designate the recording secretary and treasurer for the board of education.
 - 8.5. Designate the bank(s) for district deposits.
 - 8.6. Foundation Board
 - 8.7. Negotiations Committee
 - 8.8. Building & Transportation Committee

- 8.9. Curriculum & Americanism Committee
- 8.10. Nutrition Committee
- 8.11. Policy Committee
- 9. Discussion/Informational Items
 - 9.1. Transportation Fleet Update
 - 9.2. District Assessment Data
 - 9.3. Summer Projects & 5-Year Facility Plan
- 10. Consent Agenda
 - 10.1. Approval of Minutes
 - 10.2. Treasurer's Report
 - 10.3. Approval of Resignations & Hires
- 11. Regular Agenda
 - 11.1. Discuss, consider, and take all necessary action on the proposed bids for the 2025 summer projects.
 - 11.2. Discuss, consider, and take all necessary action to allow the JH girls wrestling to practice with David City School Public and Shelby-Rising City Public School.
 - 11.3. Discuss, consider, and take all necessary action on the proposed policy changes and adoption.
 - 11.4. Discuss, consider, and take all necessary action on the proposed purchase agreement for the property at 203 S Madison Street in Brainard.
 - 11.5. Discuss, consider, and take all necessary action on the proposed Superintendent contract.
 - 11.6. Discuss, consider, and take all necessary action on the Principal's compensation for the 2025-2026 school year.
- 12. Administrative Comments
- 13. Adjournment

CTF
Service
Inc.

East Butler
Vehicle Report

24-25 School Year

1/13/2025

2023-24 Mileage Report

Vehicle/Bus	Summer Inspection 2023		Summer Inspection 2024		Difference
New Bus					
23 Bus	7/6/2023	12,028	8/6/2024	30,890	18,862
21 Bus	7/20/2023	35,641	7/8/2024	48,183	12,542
20 Bus	8/4/2023	48,223	6/25/2024	62,751	14,528
18 Bus	9/18/2023	80,193	9/17/2024	85,797	5,604
17 Bus	8/16/2023	105,172	7/18/2024	118,392	13,220
16 Bus	8/11/2023	116,924	7/31/2024	135,906	18,982
14-C Bus	7/1/2023	76,696	10/16/2024	81,041	4,345
14-B Bus	9/15/2023	171,245	9/23/2024	180,173	8,928
14-A Bus	9/15/2023	118,686	8/9/2024	124,467	SOLD 5,781
11 Bus	7/1/2023	112,023	10/16/2024	112,100	77
02 Bus	7/1/2023	186,809	9/19/2024	187,222	SOLD 413
	2022-23 Total:	113,752	2023-2024:		103,282

2023-24 Mileage Report

Vehicle/Bus	Summer Inspection 2023		Summer Inspection 2024		Difference
19 Grand Caravan	7/14/2023	19,259	7/1/2024	20,000	741
17 Transit	8/8/2023	58,670	8/26/2024	67,737	9,067
15 Grand Caravan	8/14/2023	139,450	9/16/2024	150,568	11,118
15 Suburban	8/11/2023	112,440	11/15/2024	123,957	11,517
15 Expedition	6/30/2023	97,488	10/10/2024	103,937	6,449
14-A Sport Van	6/26/2023	71,701	5/31/2024	77,316	5,615
14-B Sport Van	7/17/2023	54,554	5/31/2024	58,489	3,935
14 Mazda 5	8/3/2023	109,743	7/15/2024	112,685	2,942
14 Tradesman	8/9/2023	128,924	7/17/2024	134,681	5,757
12 Ram 2500	7/1/2023	???	7/1/2024	???	
12 Impala	8/11/2023	160,301	8/16/2024	169,068	8,767
05 Grand Caravan	8/15/2023	143,774	8/16/2024	146,773	2,999
	2022-23 Total:	65,817	2023-2024:		68,907

Mileage Comparison:

Buses:	2023 - 2024	103,282
	2022 - 2023	113,752
	2021 - 2022	103,558
	2020 - 2021	103,201
	2019 - 2020	81,330
	2018 - 2019	102,628
	2017 - 2018	97,870
	2016 - 2017	91,986
	2015 - 2016	104,171

Vehicles:	2023 - 2024	68,907
	2022 - 2023	65,817
	2021 - 2022	89,833
	2020 - 2021	84,349
	2019 - 2020	75,363
	2018 - 2019	107,846
	2017 - 2018	95,007
	2016 - 2017	108,534
	2015 - 2016	83,671

Total Mileage:	2023 - 2024	172,189
	2022 - 2023	179,569
	2021 - 2022	193,391
	2020 - 2021	187,550
	2019 - 2020	156,693
	2018 - 2019	210,474
	2017 - 2018	192,877
	2016 - 2017	200,520
	2015 - 2016	187,842

Total Repairs:	1/1/2024 - 12/31/2024	\$110,184.94
	12/1/2022 - 12/31/2023	\$97,286.33
	12/1/2021 - 11/30/2022	\$115,455.59
	12/1/2020 - 11/30/2021	\$57,643.50
	1/1/2020 - 11/30/2020	\$94,476.03
	2019	\$76,642.03
	2018	\$102,541.91
	2017	\$84,678.31
	2016	\$66,441.44
	2015	\$92,122.46

East Butler Public Schools Facility Plan



Updated - January 2025

Prepared by Michael Eldridge, Supt.

YEAR 1 (SUMMER 2023)

PROJECT	ESTIMATED COST
Phase III Bathroom Renovations (Brainard)	\$115,000
Tile Replacement – Ag/Music Hallway (Brainard)	\$5,000-\$10,000
Elementary Wing Roof Restoration (Brainard)	\$189,000
4th Grade Classroom – Brainard (Carpet, Cabinets, ceiling tile, lighting)	\$50,000
TOTAL ESTIMATED COST	\$364,000

YEAR 2 (SUMMER 2024)

PROJECT	ESTIMATED COST
Roof Replacement – 1935 addition (Brainard)	\$205,000
Replace Carpet – upstairs math & Elem. SPED	\$10,000
Sand & Restripe (Paint) the MPR Floor	\$12,945
5th & 6th Cabinet, Lighting, & carpet repl. – Brainard	\$80,822
New Stage Lighting – Gym	\$27,942
TOTAL ESTIMATED COSTS	\$336,709

YEAR 3 (SUMMER 2025)

PROJECT	ESTIMATED COST
Replace Carpet - Math - 2002 & HS English	\$15,000
Biology Science Classroom - Updates	\$80,000
Bleacher Replacement - Football field (S & V)	\$50,000
2nd & 3rd Cabinet & Lighting replacement - Brainard	\$66,820
Street Drainage Issue (Brainard Building)	\$100,000
TOTAL ESTIMATED COSTS	\$311,820

YEAR 4 (SUMMER 2026)

PROJECT	ESTIMATED COST
Carpet replacement - Dwight (Pk-2)	\$20,000
House Demolition (Madison Street)	\$50,000
K-1st Cabinet & K Lighting replacement - Brainard	\$70,000
Brainard Elementary Hallway (Ceiling Grid & Light)	\$25,000
Replace Rooftop Unit - Boys Locker Room	\$100,000
ReRock High School Parking Lot	\$10,000
TOTAL ESTIMATED COSTS	\$275,000

YEAR 5 (SUMMER 2027)

PROJECT	ESTIMATED COST
Carpet replacement - Dwight (3-6)	\$20,000
Shop Ventilation System	\$100,000
Gutters for Dwight Elementary	\$25,000
Roof Project - Brainard	\$200,000
TOTAL ESTIMATED COSTS	\$325,000

ADDITIONAL PROJECTS UNDER CONSIDERATION

PROJECT	ESTIMATED COST
Practice Track (Rock or all weather)	\$750,000
Dwight Football Field Bathroom Renovations	\$250,000
Staff Parking Lot - Brainard (East Campus)	\$250,000

SUMMER PROJECTS 2025

Project	Est. Cost	Start Date	
Madison Street Drainage	\$100,000	??	
Madison Street Tree Removal	\$8,000	??	
2nd & 3rd Grade - Brainard - Carpet, Cabinets, lights	\$66,820	May 27	
HS Biology Classroom	\$80,000	May 27	
Concrete Work	\$5,000	July	
Main Gym Floor - Resealing	\$3,300	July 7	
MPR Floor - Resealing	\$1,500	July 7	
Stripe parking spaces.	\$300	July	
Carpet - HS Math & English	\$8,000	June	
Replace Bleachers (S & V) Dwight	\$50,000	???	
TOTAL	\$322,920		

Board of Education Regular Meeting
Wednesday, December 11, 2024 6:30 P.M.
East Butler School - Brainard, NE

1. Call Meeting To Order at 6:30 P.M.

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

3. Flag Salute/Open Meetings Act Statement

4. Celebration of #EvenBetter - Mr. Palensky, Owen Obbink and Anthony Sesemann presented information about the newly created Mechatronics course being taught in conjunction with Central Community College. Students learn how to safely wire a variety of devices in this course.

5. School Board Goals - These include: Focus on Academic Excellence and Well-Being for All; Facility Planning to Address Short-Term and Long-Term Needs; Prioritize Responsible Budgeting and Tax Request Protocols; and Enhance Communication and Engagement

6. Patron's Comments - None

7. Discussion/Informational Items

7.1. Strategic Plan Finalization - Mrs. Kozisek, Mr. Eldridge, Mr. Biltoft, and Mr. Cidlik shared information with the board about finalizing the strategic plan process. They highlighted several outcomes from this process: Ensuring the curriculum, instruction and assessment are designed and delivered with a focus on content rigor, student engagement, and continuous academic achievement; Provide responsive, functional learning environments; Ensure the mission and vision of East Butler aligns with the goals and community expectations; and Provide expanded learning opportunities, college, career, and relevant adopted curriculum.

7.2. Mid-Year Policy Updates - Three policies that KSB Law provided should be considered for updates. They include: Policy 2008 - Meetings; Policy 3004.1 - Fiscal Management For Purchasing and Procurement Using Federal Funds; Policy 3060 - Firearms and Weapons - Non-Students; Policy 6043 - Sharing Mapping Data. These policies will be considered for approval at the January meeting.

8. Consent Agenda

8.1. Approval of Minutes

8.2. Treasurer's Report

8.3. Approval of Resignations and Hires

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

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Kim TePoel: Yea. Absent: Sarah Strizek

9. Regular Agenda

9.1. Discuss, consider, and take all necessary action on the proposed 2025-2026 School Calendar.

The board reviewed two proposed 2024-2025 school calendars. One had a different format for Parent-Teacher Conferences (non-student day), while the other one was consistent with what we currently have in place for conferences (3-8 P.M.).

Approved proposed School Calendar A which does not change parent/teacher conferences for the year 2025-2026 passed with a motion by Kim TePoel and a second by Dylan Spatz.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Kim TePoel: Yea. Absent: Sarah Strizek

9.2. Discuss, consider, and take all necessary action on the proposed cell phone policy for students and staff.

The administrators presented the new policy for PK-12 students and digital devices. This includes: smart phones, earbuds, smart watches, etc.

Approved proposed Cell Phone Policy for students and staff to take effect on January 3, 2025 passed with a motion by Brandon Jisa and a second by Kim TePoel. The policy will be implemented at the beginning of the 2024-25 second semester.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Kim TePoel: Yea. Absent: Sarah Strizek

9.3. Discuss, consider, and take any necessary action regarding the cost-sharing agreement with the Village of Brainard.

The updated cost-sharing agreement that was discussed between the school and the village's attorney was shared with the board.

Approved cost-sharing agreement with the Village of Brainard passed with a motion by Brandon Jisa and a second by Ryan Pekarek.

Kim TePoel: Nay, Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea. Absent: Sarah Strizek

9.4. Discuss, consider, and take all necessary action on the proposed negotiated agreement with the East Butler Education Association (EBEA).

Approve 2025-2026 negotiated agreement with East Butler Education Association passed with a motion by Ryan Pekarek and a second by Brandon Jisa.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Kim TePoel: Yea. Absent: Sarah Strizek

9.5. Discuss, consider, and take all necessary action on the replacement of the Brainard building's propane vaporizer.

The current propane vaporizer in the Brainard building failed and was no longer repairable. A new one needed to be ordered and installed.

Approve replacement of Brainard building's propane vaporizer from Schuyler Cooperative at a cost of \$12,941 passed with a motion by Dylan Spatz and a second by Ryan Pekarek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Kim TePoel: Yea. Absent: Sarah Strizek

9.6. Discuss, consider, and take all necessary action on purchasing the house at 203 South Madison Street in Brainard.

Enter closed session at 7:55 P.M. to discuss the purchase of the property at 203 S Madison Street in Brainard to protect the public interest passed with a motion by Ryan Pekarek and a second by Dylan Spatz.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Kim TePoel: Yea. Absent: Sarah Strizek

Exited closed session at 8:13 P.M.

Approve purchase of house at 203 South Madison Street in Brainard for \$200,000 passed with a motion by Ryan Pekarek and a second by Dylan Spatz.

Kim TePoel: Nay, Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea. Absent: Sarah Strizek

9.7. Discuss, consider, and take all necessary action on the Superintendent's evaluation and contract.

Enter closed session at 8:16 P.M. to discuss evaluation and contract of the superintendent to protect the reputation of the individual passed with a motion by Ryan Pekarek and a second by Dylan Spatz.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Kim TePoel: Yea. Absent: Sarah Strizek

Exited closed session at 9:08 P.M.

Approved a proposed three-year contract for Mr. Eldridge (25-26, 26-27, & 27-28) with proposed 2.7% salary increase which will be officially approved in January 2025 passed with a motion by Ryan Pekarek and a second by Dylan Spatz.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Kim TePoel: Yea. Absent: Sarah Strizek

The board will act on the proposed contract at their January meeting.

10. Administrative Comments - Mr. Cidlik reported on: Performance Data/School Improvement Goals; FCCLA, FFA, & SkillsUSA Information; ESU7 Superintendent/Principal Meeting; and 7-12 Calendar Dates. Mr. Biltoft reported on: Semester Assessments; Semester Schedule; Christmas Programs; Preschool Family Fun Night; Parents Promoting Tigers; ESU7 Superintendent/Principals Meeting; and Bike Drive and Stuff the Cruiser Events.

11. Adjournment

Motion to adjourn at 9:21 P.M. passed with a motion by Kim TePoel and a second by Brandon Jisa.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Kim TePoel: Yea. Absent: Sarah Strizek

Kim Fuehrer
Recording Secretary

PAID IN DECEMBER 2024			
PRE-APPROVED BILLS (GENERAL FUND)			
12/4/24			
Capital One/ Walmart	Chk# 43598	Medication supplies	\$45.33
First Narional Bank	Chk# 43599	Pest Control	\$49.52
Seesaw Learning Inc	Chk# 43600	Annual Subscription	\$2,500.00
12/11/24			
Butler Public Power District	Chk# 43649	Dwight electricity	\$597.54
12/18/24			
Cash - First Nebraska Bank	Chk# 43650	Petty Cash for Postage	\$4.91
Heartland Communications	Chk# 43651	Expansion card for phone system	\$1,170.00
US Bank One Card	Chk# 43652	Band trip deposits, Scrubber wheels	\$1,984.79
		TOTAL	\$6,352.09

Treasurer's Report for the Board of Education
January 13, 2025
Month of December 2024

General Fund (FNB)

Beginning of the Month Balance	\$ 822,152.08
Receipts	\$ 220,364.40
Interest	\$ 307.83
Expenditures	\$ 607,089.79
Transfer from Bank of the Valley	\$ 0.00
End of Month Balance	\$ 435,734.52

General Fund (BOV)

Beginning of the Month Balance	\$ 875,822.82
Transfer to First Nebraska Bank	\$ 0.00
Interest	\$ 2,420.70
End of the Month Balance	\$ 878,243.52

Total of Accounts **\$ 1,313,978.04**

MCAULIFFE PRIZE 12 MONTH (due 04/5/21) **\$ 555.17**
BANK OF THE VALLEY 12 MONTH **\$ 432,723.10**

Special Building Fund (FNB)

Beginning of the Month Balance	\$ 430,298.82
Butler County Taxes	\$ 3,522.60
Saunders County Taxes	\$ 1,171.57
Seward County Taxes	\$ 223.14
Receipts	\$ 4,917.31
Interest	\$ 139.37
Expenditures	\$ 184,513.97
Transfer from Bank of the Valley	\$ 0.00
End of Month Balance	\$ 250,841.74

Special Building Fund (BOV)

Beginning of the Month Balance	\$ 262,504.46
Transfer to First Nebraska Bank	\$ 00.00
Interest	\$ 725.51
End of the Month Balance	\$ 263,229.97

Total of Accounts **\$ 514,071.71**

Qualified Capital Purpose Undertaking Fund

Beginning of the Month Balance	\$ 78,513.39
Receipts	\$ 1,029.63
Interest	\$ 34.69
Expenditures	\$ 0.00
End of Month Balance	\$ 79,577.71

Student Fees Fund

Beginning of the Month Balance	\$ 8,205.97
Receipts	\$ 0.00
Service Charge	\$ 3.00
Expenditure	\$ 108.00
End of Month Balance	\$ 8,094.97

Depreciation Fund

Beginning of the Month Balance	\$ 304,784.13
Receipts	\$ 6,304.00
Transfer	\$ 0.00
Interest	\$ 744.32
Expenditures	\$ 0.00
End of Month Balance	\$ 311,832.45

Employee Benefit Fund

Beginning of the Month Balance	\$ 12,164.59
Receipts	\$ 0.00
Transfer	\$ 0.00
Interest	\$ 5.29
Expenditures	\$ 239.94
End of Month Balance	\$ 11,929.94

Nebraska Liquid Asset Fund

Beginning of the Month Balance	\$ 0.06
Receipts	\$ 0.00
Interest	\$ 0.00
Expenditures	\$ 0.00
End of Month Balance	\$ 0.06

Activity Fund

Beginning of the Month Balance	\$ 205,598.76
Receipts	\$ 24,832.86
Interest	\$ 82.72
Expenditures	\$ 45,120.04
End of Month Balance	\$ 185,394.30
First Nebraska Bank - 12 mo (Close UP CD# 1514)	\$ 2,519.42

Lunch Fund

Beginning of the Month Balance	\$ 87,624.67
Receipts	\$ 15,331.34
Interest	\$ 36.05
Expenditures	\$ 29,126.11
End of Month Balance	\$ 73,865.95

Regular; Processing Month 01/2025; Accounts to Include Accounts with
Activity; 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	6,476,918.00	0.00	1,560,836.58	24.10	4,916,081.42
01 1115	CARLINE	2,500.00	0.00	220.60	8.82	2,279.40
01 1120	PUBLIC POWER DISTRICT-SALES TAX	10,000.00	0.00	1,813.32	18.13	8,186.68
01 1125	MOTOR VEHICLE TAXES	275,000.00	0.00	93,906.45	34.15	181,093.55
01 1370	PRE-SCHOOL TUITION	13,000.00	0.00	7,160.00	55.08	5,840.00
01 1510	INTEREST	2,500.00	0.00	12,035.34	481.41	(9,535.34)
01 1800	COMMUNITY SERVICE ACTIVITIES	0.00	0.00	7,540.00	0.00	(7,540.00)
01 1911	LOCAL LICENSE FEES	0.00	0.00	2,315.00	0.00	(2,315.00)
01 1990	MISC LOCAL REV	20,000.00	0.00	0.00	0.00	20,000.00
	Subtotal: LOCAL RECIEPTS	6,799,918.00	0.00	1,685,827.29	24.79	5,114,090.71
01 2110	COUNTY FINES/LICENSES	25,000.00	0.00	7,659.32	30.64	17,340.68
	Subtotal: 2000	25,000.00	0.00	7,659.32	30.64	17,340.68
01 3110	STATE AID	501,247.00	0.00	200,500.00	40.00	300,747.00
01 3120	SPED PROGRAMS/SCHOOL AGE	575,000.00	0.00	625.00	0.11	574,375.00
01 3125	SPED TRANSPORTATION/SCHOOL AGE	15,000.00	0.00	0.00	0.00	15,000.00
01 3400	STATE APPORTIONMENT	75,000.00	0.00	0.00	0.00	75,000.00
	Subtotal: 3000	1,166,247.00	0.00	201,125.00	17.25	965,122.00
01 4105	UNIVERSAL SERVICES E-RATE	7,000.00	0.00	971.82	13.88	6,028.18
01 4310	REAP	0.00	0.00	27,697.00	0.00	(27,697.00)
01 4505	TITLE I	0.00	0.00	26,053.00	0.00	(26,053.00)
01 4511	TITLE VI (REAP)	27,697.00	0.00	0.00	0.00	27,697.00
01 4518	SPED IDEA Part B	90,000.00	0.00	0.00	0.00	90,000.00
01 4708	MEDICAID IN PUBLIC SCHOOLS	10,000.00	0.00	3,867.44	38.67	6,132.56
	Subtotal: 4000	134,697.00	0.00	58,589.26	43.50	76,107.74
01 5690	OTHER NON-REVENUE RECEIPTS	15,000.00	0.00	15,102.17	100.68	(102.17)
	Subtotal: 5000	15,000.00	0.00	15,102.17	100.68	(102.17)
01 9000	NON-PROGRAM RECEIPTS	650,000.00	0.00	0.00	0.00	650,000.00
	Subtotal: NON-PROGRAM RECEIPTS	650,000.00	0.00	0.00	0.00	650,000.00
	Fund Total:	8,790,862.00	0.00	1,968,303.04	22.39	6,822,558.96

Activity Fund Balance Report - Account - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; 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				1,080.80
		*Ending Balance:	0.00	0.00	0.00	1,080.80
05 704 2002	AG MEMORIALS	*Previous Balance				2,500.00
		*Ending Balance:	0.00	0.00	0.00	2,500.00
05 704 2003	ANNUAL	*Previous Balance				18,088.13
		*Ending Balance:	0.00	0.00	0.00	18,088.13
05 704 2004	ATHLETIC	*Previous Balance				46,005.54
		*Ending Balance:	0.00	0.00	0.00	46,005.54
05 704 2006	CHEERLEADERS	*Previous Balance				1,089.33
		*Ending Balance:	0.00	0.00	0.00	1,089.33
05 704 2007	CLOSE UP	*Previous Balance				11,108.24
		*Ending Balance:	0.00	0.00	0.00	11,108.24
05 704 2008	COLLEGE ACCESS GRANT	*Previous Balance				273.75
		*Ending Balance:	0.00	0.00	0.00	273.75
05 704 2009	CONCESSIONS	*Previous Balance				6,350.05
		*Ending Balance:	0.00	0.00	0.00	6,350.05
05 704 2010	DANCE TEAM	*Previous Balance				204.51
		*Ending Balance:	0.00	0.00	0.00	204.51
05 704 2011	DRAMA	*Previous Balance				5,028.61
		*Ending Balance:	0.00	0.00	0.00	5,028.61
05 704 2012	DRUG FREE PROGRAM	*Previous Balance				395.49
		*Ending Balance:	0.00	0.00	0.00	395.49
05 704 2014	FBLA	*Previous Balance				1,613.87
		*Ending Balance:	0.00	0.00	0.00	1,613.87
05 704 2015	FCCLA	*Previous Balance				4,461.24
		*Ending Balance:	0.00	0.00	0.00	4,461.24
05 704 2016	FFA	*Previous Balance				27,001.20
		*Ending Balance:	0.00	0.00	0.00	27,001.20
05 704 2017	FFA GREENHOUSE	*Previous Balance				14,088.55
		*Ending Balance:	0.00	0.00	0.00	14,088.55

Activity Fund Balance Report - Account - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; 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 2025	CLASS OF 2025	*Previous Balance				1,813.08
		*Ending Balance:	0.00	0.00	0.00	1,813.08
05 704 2026	CLASS OF 2026	*Previous Balance				2,626.52
		*Ending Balance:	0.00	0.00	0.00	2,626.52
05 704 2027	CLASS OF 2027	*Previous Balance				3,482.55
		*Ending Balance:	0.00	0.00	0.00	3,482.55
05 704 2028	CLASS OF 2028	*Previous Balance				71.43
		*Ending Balance:	0.00	0.00	0.00	71.43
05 704 3001	LAPTOP INITIATIVE	*Previous Balance				17,751.92
		*Ending Balance:	0.00	0.00	0.00	17,751.92
05 704 3002	LETTERCLUB	*Previous Balance				1,496.94
		*Ending Balance:	0.00	0.00	0.00	1,496.94
05 704 3004	MUSIC	*Previous Balance				404.73
		*Ending Balance:	0.00	0.00	0.00	404.73
05 704 3005	NATIONAL HONOR SOCIETY	*Previous Balance				321.86
		*Ending Balance:	0.00	0.00	0.00	321.86
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				2,732.75
		*Ending Balance:	0.00	0.00	0.00	2,732.75
05 704 3009	WR SPIRIT LEADERS	*Previous Balance				514.69
		*Ending Balance:	0.00	0.00	0.00	514.69
05 704 3010	SKILLS USA	*Previous Balance				8,908.69
		*Ending Balance:	0.00	0.00	0.00	8,908.69
05 704 3011	CAREER TECHNICAL EDUCATION	*Previous Balance				10,668.44
		*Ending Balance:	0.00	0.00	0.00	10,668.44
05 704 3012	ESPORTS	*Previous Balance				14.02
		*Ending Balance:	0.00	0.00	0.00	14.02
		Fund Total: 05	0.00	0.00	0.00	190,261.09

Payroll Register - Totals

Unposted; Batch Description January 2025 PR-0002; Payroll Type Expense
Payroll,Extra,Pay Off Contracts,Purchase Order,Regular,Reversing GAAP

	<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:		01/17/2025		Batch Description: January 2025 PR-0002			
Processing Month:		01/2025		Status:		Calculated Successfully	
Checking Account ID:		1					
ADD							
ACTIVITYTR Activity trips			1,162.50				
HOLIDAY Holiday Pay			3,727.20				
HOURLY Hourly Pay			58,003.80				
OT Overtime Pay			1,869.03				
PARASUB ParaEducator Substitute			850.00				
PERSONAL Personal Time			183.00				
SICK Sick Time Used			1,410.64				
SUBDRIVER Substitute Bus Driver			175.80				
SUBTEACHER Substitute			4,800.00				
TIGERKIDSC Tiger Kids Club			2,211.25				
VACATION Vacation Time			1,548.00				
			75,941.22				
CONTRACT							
C01 Contract 1			244,839.76				
C02 Contract 2			16,795.10				
C04 Title 1			1,017.78				
			262,652.64				
DEDUCTION							
ACCIDENT ACCIDENT		357.95			357.95	AFLACREMI	AFLAC REMITTANCE SERVICES
ACCIDENTCO ACCIDENT-COLONI		75.68			75.68	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO
CANCER CANCER		213.34			213.34	AFLACREMI	AFLAC REMITTANCE SERVICES
CANCERCOLO CANCER-COLONIAL		44.20			44.20	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO
COLONSTD COLONIALSTD		43.60			43.60	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO
DENTALPOST FAMILY DENTAL		1,124.06	1,763.17		2,887.23	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE
DENTALPRE DENTAL		285.48	238.88		524.36	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE
DEPCARE DEPENDENT CARE		300.00			300.00	EASTBTLR2R	EAST BUTLER SCHOOL DIST 2R
HEALTH HEALTH INSURANC		1,791.70	86,156.36		87,948.06	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE
HORACEMANN HORACE MANN ANN		100.00			100.00	HORACEMAN	HORACE MANN LIFE INS CO
HOSPPRE HOSPITAL - PRET		142.22			142.22	AFLACREMI	AFLAC REMITTANCE SERVICES
STDISAB SHORT TERM DISA		114.56			114.56	AFLACREMI	AFLAC REMITTANCE SERVICES
URM URM		1,140.67			1,140.67	EASTBTLR2R	EAST BUTLER SCHOOL DIST 2R
VISION VISION		531.03			531.03	VISION	VISION SERVICE PLAN
WADREED FTC ANNUITY		933.57			933.57	WADDELLAN	FTC
		7,198.06	88,158.41	0.00	95,356.47		
INDIVIDUAL BANK ACCOUNT DEDUCTION							
HSA HSA		310.00	3,017.22		3,327.22		D
		310.00	3,017.22		3,327.22		
RET DEDUCTION							
NPERS RETIREMENT	330,047.01	32,278.62	32,601.36		64,879.98	RET	NEBRASKA SCHOOL RETIREMENT A SYS
		32,278.62	32,601.36	0.00	64,879.98		
TAX							
FIT FIT	300,620.43	21,014.49			21,014.49	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM A
FUTA FUTA	338,547.58						
MEDICARE MEDICARE	333,932.62	4,842.04	4,842.04		9,684.08	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM A
SITNE SIT NE	300,620.43	9,949.43			9,949.43	SITNE	NEBRASKA DEPARTMENT OF REVENUE A
SOCSEC SOC SEC	333,932.62	20,703.80	20,703.80		41,407.60	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM A
SUTANE SUTA NE	338,547.58						
WCNE WORK COMP NE	335,131.49						
		56,509.76	25,545.84	0.00	82,055.60		

Payroll Register - Totals

Unposted; Batch Description January 2025 PR-0002; Payroll Type Expense
Payroll, Extra, Pay Off Contracts, Purchase Order, Regular, Reversing GAAP

<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>
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Checking Account ID: 1

				Net Pay:		242,297.42
				Cash Total:		487,916.69
Non - FIT Taxable Deductions	37,973.43					
Non - SIT Taxable Deductions	37,973.43					
Non - SOC SEC Taxable Deductions	4,661.24					
Non - MEDICARE Taxable Deductions	4,661.24					
Direct Deposits	245,624.64					
Automatic Payments	146,935.58					
Adds + Contracts + Deduction Adds	338,593.86					

Vendor Name	Vendor Description	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND	
ABDO BOOKS		325.16
ADVANCED FIRE & SAFETY		145.33
AMAZON CAPITAL SERVICES		785.00
APACE		1,620.10
BANNER PRESS		88.37
BONGERS, SANDRA		289.73
BUTLER COUNTY CHAMBER OF COMMERCE		225.00
BUTLER COUNTY CLERK		531.67
BUTLER COUNTY CLINIC		185.00
BUTLER COUNTY HEALTH		5,785.17
CANON SOLUTIONS AMERICA INC		42.14
CDW-GOVERNMENT		515.64
CLINE WILLIAMS		1,000.00
CTF SERVICE INC		7,159.27
CULLIGAN OF COLUMBUS		237.00
DALE'S FOOD PRIDE		221.18
DAVID CITY ACE HARDWARE		115.70
DIDIER GROCERY		142.11
DIVERSIFIED DRUG TESTING		935.00
EAST BUTLER ACTIVITIES		480.00
ELECTRONIC CONTRACTING COMPANY		1,155.00
ELECTRONIC ENGINEERING COMPANY		517.50
ESU #7		20,415.03
FAMILY SERVICE		5,849.50
FIRST NEBRASKA BANK		36.00
FRONTIER COOPERATIVE CO		5,032.50
GO PHYSICAL THERAPY		193.09
HD SUPPLY FORMERLY HOME DEPOT PRO		2,861.13
HOME DEPOT CREDIT SERVICES		1,948.89
HUSKER STEEL		2,590.00
JOSTEN'S INC		184.72
JW PEPPER AND SON INC		326.48
KSB SCHOOL LAW		310.00
MADISON NATIONAL LIFE INS CO		781.25
MENARD'S COLUMBUS		120.93
NE ASSN SCHOOL BOARDS		150.00
NEBRASKA STATE FIRE MARSHAL AGENCY		72.00
PARTSTOWN LLC		139.94
QUALITY SOUND & COMMUNICATIONS		294.00
QUILL CORPORATION LLC		132.56
SALAK, RYAN		1,515.50
SCHMITT MUSIC COMPANY		212.25
SEWARD COUNTY INDEPENDENT		39.08
SPARQDATA SOLUTIONS		4,400.00
STEAGER IRRIGATION LLC		315.00
TECH MASTERS		3,722.32
TETEN, HALEY		3,629.25
VILLAGE OF BRAINARD		4,367.28
VILLAGE OF PRAGUE		39.47
WAHOO NEWSPAPER		59.71
WASTE CONNECTIONS OF NEBRASKA		697.92
WINDSTREAM NEBRASKA, INC.		643.43
WRIGHT-WAY DRAIN & SEWER		350.00
Fund Number 01		<u>83,930.30</u>

Summer Projects 2025 bid sheet

Room 124 - 3rd Grade	Contractor	Bid
Cabinets	Wood Masters	\$22,750.00
Ceiling grid and pads	Mueller and Schoeph	\$5,190.00
Flooring	N/A	\$0.00
Painting	In House	\$300.00
Lighting (2 bids)	Klement (Bid A)	\$5,628.19
	Spark (Bid B)	\$3,032.50
Move and cap Sprinklers	Mahoney Sprinkler	\$750.00
General Construction Cost		
Trash	Callaway	\$600.00
Floor covering protection	Spriteshield 4@29x100	\$400.00
<hr/>		
A Bid - Total - \$35,618.19		
B Bid - Total - \$33,022.50		

Room 125 - 2nd Grade	Contractor	Bid
Cabinets	Wood Masters	\$23,525.00
Ceiling grid and pads	Mueller and Schoeph	\$5,190.00
Flooring	N/A	\$0.00
Painting	In House	\$300.00
Lighting	Klement (Bid A)	\$5,628.19
	Spark (Bid B)	\$3,032.50
Move and cap Sprinklers	Mahoney Sprinkler	\$750.00
General Construction Cost		
Trash	Callaway	\$600.00
Floor covering protection	Spriteshield 4@29x100	\$400.00
<hr/>		
A Bid - Total - \$36,393.19		
B Bid - Total - \$33,797.50		

TOTAL (BOTH CLASSROOMS)
A BID - \$72,011.38
B BID - \$66,820.00

Room 110 - Biology	Contractor	Bid
Cabinets	Wood Masters	\$32,975.00
Cabinets	Worthington Direct	\$40,099.25
Flooring	Midwest Floor	\$7,546.00
Asbestos removal	???	???
Floor jacking	Done in 2021	
New Floor Concrete	n/a	
Plumbing	Select Plumbing	\$13,156.34
Lighting	n/a	
Ceiling	N/A	\$0.00
Asbestos Testing	Ron P	
General Construction Cost		
Trash	Callaway	\$600.00

Wood Masters Total - \$54,277.34

Worthington Direct Total - \$61,401.59

TOTAL OF ALL CLASSROOM PROJECTS

Bid A & Worthington Direct - \$133,412.97

Bid B & Wood Masters - \$121,097.34

6043 Sharing Mapping Data

This policy shall provide for the sharing of information to public safety agencies in order to implement effective emergency response protocols.

Definition. Mapping data means maps relating to the school buildings or school property with data for an efficient emergency response.

Sharing of Mapping Data. Mapping data shall be shared in an electronic or printable format with public safety agencies that provide emergency services to district property to assist those agencies in responding to an emergency on district property.

Requirements Related to Mapping Data. Mapping data shared with public safety agencies pursuant to this policy shall meet the following requirements:

- The mapping data shall be compatible with and able to be integrated into software platforms used by public safety that provide emergency services to the specific school for which the data is provided without requiring:
 - The purchase of additional software by such public safety agencies; or
 - The integration of third-party software to view the data;
- The mapping data shall be a finished map product in a file format easily accessible using a standard or open-source file reader, depending on the needs of the school and the public safety agency;
- The mapping data shall be provided in a printable format;
- The mapping data shall be verified for accuracy, during production and annually, through a walk-through of the school campus;
- The mapping data shall give an indication of what direction is true north;
- The mapping data shall include accurate floor plans overlaid on accurate, verified aerial imagery of the school campus;
- The mapping data shall contain site-specific labeling that matches the structure of school buildings, including room labels, hallway names, external door or stairwell numbers, locations of hazards, key utility locations, key boxes, automated external defibrillators, and trauma kits using standard labeling rules set by the State Department of Education;
- The mapping data shall contain site-specific labeling that matches the school grounds, including parking areas, athletic fields, surrounding roads, and neighboring properties using standard labeling rules set by the State Department of Education; and
- The mapping data shall be overlaid with a grid and coordinates.

Annual Certification or Updates. The district shall annually:

- Certify to the appropriate public safety agencies that the mapping data provided pursuant to this policy is accurate; or
- If such information has changed, provide the appropriate public safety agencies with updated mapping data.

Reimbursement. If the school district decides to share mapping data as provided in this policy, the Superintendent shall apply to the State Department of Education in the manner prescribed by the Commissioner of Education for a grant to cover the costs of providing payment to vendors on behalf of the school district to facilitate the implementation of mapping data in accordance with this policy. Such application shall include a copy of this school policy, an estimate from a vendor on the cost of providing such mapping data that meets the requirements of this policy, and any other information the department may require. Alternatively, the Superintendent may apply to and contract with the district's educational service unit in the manner prescribed by the educational service unit for purposes of covering the costs of facilitating mapping data in accordance with this policy. The school district will only implement that mapping data provisions of this policy if it is able to secure adequate funding for the project.

Adopted on: _____ December, 2024

Revised on: _____ December, 2024

Reviewed on: _____ July, 2024

2008 Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

Publication Procedure if the Newspaper Will Be Finalized for Printing Prior to the Time and Date of the Meeting. Notice of regular and special meetings shall be (1) published in a newspaper of general circulation within the district that is finalized for printing prior to the time and date of the meeting, (2) posting on the newspaper's website, if available, and (3) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and, if available, on the newspaper's website.

Publication Procedure if the Newspaper Will Not Be Finalized for Printing Prior to the Time and Date of the Meeting. Notice of regular and special meetings shall be (1) posting on the newspaper's website, if available, and (2) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the school district's jurisdiction is to be finalized for printing prior to the time and date of the meeting.

Newspapers of general circulation in the district include, ~~but are not~~

~~necessarily limited to, the [redacted] or the Omaha World-Herald.~~ Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, and (2) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (3) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.

- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.

- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1
Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. Purchases up to \$10,000 (Micro-Purchases)

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$10,000 and \$250,000 (Simplified Acquisition Procedures)

Simplified acquisitions are purchases that, in the aggregate amount, are more than \$10,000 and less than \$250,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement. If sealed bids are not accepted for a purchase of over \$250,000, the district will retain an explanation for that decision.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications.

The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The procurement transaction can only be fulfilled by a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

5. Competitive Proposals.

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements

apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered;
 - 2) Proposals must be solicited from an adequate number of qualified sources; and
 - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used to procure A/E professional services. The method may not be used to purchase other services provided by A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

C. Use of Purchase (Debit & Credit) Cards

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.

B. Purchases covered by this policy are subject to the following additional provisions.

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

D. Enforcement

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, board members, or agents of the District.

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$10,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$105,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. The District will notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current fair market value of \$10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity. The Superintendent or his/her designee will utilize sales procedures which ensure the highest possible return on the disposal of the equipment.

I. Equipment Retention

When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the recipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

J. Equipment and Capital Expenditures

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

K. Depreciation

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

L. Reporting and Recording Federal Property Interest

The district will comply with federal interest reporting and submit annual reports, if required, regarding a real property interest due to a renovation,

major remodeling, construction, or real property project funded by federal grant funds.

V. Financial Management

A. Identification

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes. The District takes reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VI. Written Compensation Policies

A. Time and Effort Standards

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;
- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

C. Fringe Benefits

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

D. Leave

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

E. Unexpected or Extraordinary Circumstances

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

F. Documentation for Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible consistent with state law.

Buy American. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: _____
Revised on: _____
Reviewed on: _____

NOTE TO BE DELETED: THIS POLICY IS FOR CLASS I AND II SCHOOL DISTRICTS THAT HAVE DECIDED TO ALLOW EMPLOYEES AND CONTRACTORS TO CARRY FIREARMS ON SCHOOL GROUNDS. IF YOU ARE A CLASS I OR II SCHOOL DISTRICT THAT HAS DECIDED NOT TO ALLOW ARMED EMPLOYEES AND CONTRACTORS, YOU SHOULD KEEP YOUR EXISTING POLICY 3060 IN PLACE AND MAKE NO CHANGES. IF YOU ARE A CLASS III OR LARGER SCHOOL DISTRICT, YOU CANNOT ALLOW THIS AND SHOULD KEEP YOUR EXISTING POLICY 3060 IN PLACE. THE CUTOFF FOR CLASS III IS A SCHOOL DISTRICT WITH A POPULATION OF 5,000 OR MORE.

3060

Firearms and Weapons for Non-Students

Weapons. No person may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. **Definition of Weapon.** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. **Definition of Firearm.** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms. The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers' Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training;
2. The possession of firearms by peace officers or other duly authorized law enforcement officers;
3. The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18

U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

4. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
5. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
6. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle;
7. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area; or
8. Firearms carried by authorized security personnel who are employed by or contracted with the school district pursuant to this policy.

Authorized Security Personnel

The school district may employ or contract with authorized security personnel who may carry a firearm on school grounds, in a school-owned vehicle, or at a home school-sponsored activity or athletic event as provided in this policy. **Authorized security personnel may not carry a firearm at away school activities or athletic events unless authorized to do so by the host school or agency.**

1. Personal Qualifications.
 - A. Background Check. The individual must pass a comprehensive background check as arranged by the school district. The school district will determine if the person is authorized to provide services, in accordance with state, federal, and local policy.

- B. Mental Health Evaluation. The individual will submit to a mental health evaluation with a mental health professional as arranged by the school district. The school district will review the evaluation and determine if, in its discretion, the individual is qualified to provide services.
 - C. Employee or Contractor. The individual with either be an existing employee of the district or shall enter into a written agreement to provide security services.
 - D. Letters of Recommendation. The individual shall submit at least three letters of recommendation. The Superintendent or designee shall contact the authors of the letters to verify their content and authenticity.
 - E. Concealed Carry Permit: The individual must possess a valid Nebraska Concealed Carry Permit.
2. Training. The individual must attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings before providing any security services to the school district.
 3. Appropriate Firearms and Ammunition. Authorized security personnel may only use a handgun that has been approved by the school board. Any ammunition must be recommended or approved by the firearm manufacturer.
 4. Appropriate Use of Force. Although authorized security personnel are not law enforcement officers and do not have the authority to act in that capacity, they must know and understand the appropriate use of force. Authorized security personnel may take actions necessary to prevent or abate an active threat and temporarily detain an individual when they have reasonable cause to believe an individual has committed or is about to commit a forcible act of violence that could cause serious bodily injury or death. Authorized security personnel must understand deadly use of force as well as the potential of criminal and civil liability.
 5. Firearm Storage. **[OPTION 1 – OVERNIGHT STORAGE ALLOWED]** Authorized security personnel may store firearms and ammunition on

school grounds subject to the terms of this policy and a separate Memorandum of Understanding.

- A. The firearms and ammunition must be stored in a biometric fingerprint gun safe located in the _____.
- B. One biometric fingerprint gun safe shall be installed by a qualified locksmith or other qualified professional installer. The safe shall be securely installed or otherwise bolted to the floor.
- C. Only the authorized security personnel or other properly trained law enforcement officers will have biometric or other access to the safe.
- D. The room in which the firearm and ammunition is stored shall be locked at all times with biometric access only.
- E. The gun safe, firearms, and ammunition shall be the property of the authorized security personnel.
- F. Only the authorized security personnel or other properly trained law enforcement officers may store guns or ammunition in the gun safe.
- G. Only the authorized security personnel or other properly trained law enforcement officers may carry or use the guns and ammunition in stored in the gun safe.
- H. The room in which the firearm, ammunition, and safe are stored shall be monitored by school district video cameras.
- I. Any firearms or ammunition to be stored in the safe will be transported at a time and in a concealed manner to minimize disruption.

[OPTION 2 – OVERNIGHT STORAGE NOT ALLOWED] Authorized security personnel may store firearms and ammunition on school grounds subject to the terms of this policy and a separate Memorandum of Understanding.

- A. The firearms and ammunition must be stored in a biometric fingerprint gun safe located in the _____.
- B. One biometric fingerprint gun safe shall be installed by a qualified locksmith or other qualified professional installer. The safe shall be securely installed or otherwise bolted to the floor.
- C. Only the authorized security personnel or other properly trained law enforcement officers will have biometric or other access to the safe.
- D. The room in which the firearm and ammunition is stored shall be locked at all times with biometric access only.
- E. The gun safe, firearms, and ammunition shall be the property of

the authorized security personnel.

- F. Only the authorized security personnel or other properly trained law enforcement officers may store guns or ammunition in the gun safe.
- G. Only the authorized security personnel or other properly trained law enforcement officers may carry or use the guns and ammunition in stored in the gun safe.
- H. The room in which the firearm, ammunition, and safe are stored shall be monitored by school district video cameras.
- I. Any firearms or ammunition to be stored in the safe will be transported at a time and in a concealed manner to minimize disruption.
- J. ***The authorized security personnel must be physically present on school grounds when their firearm or ammunition is stored in the biometric safe.***

6. Memorandum of Understanding (MOU). The authorized security personnel will enter into an MOU with the school district to address the requirements of this policy as well as other appropriate matters.

7. Notification. The authorized security personnel must notify all local law enforcement agencies, the Nebraska State Patrol, and local fire and rescue personnel and first responders, and the regional emergency manager of their position at the school district.

Consequences. In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of this ___ day of December 2024 (the "Effective Date"), by and between East Butler Public School District ("Buyer"), and Sandra J. Schommer ("Seller") (collectively, Buyer and Seller are referred to herein as the "Parties" and individually as "Party").

RECITALS

A. Seller is the owner of certain real estate (as defined in NEB. REV. STAT. § 76-201), commonly known as 203 South Madison Street, Brainard, NE 68626, and legally described as follows:

17-14-4 Brainard Lot 12 and PT of Lot 11 Block 21 Mcalvins Addition, in Butler County, Nebraska (the "Property").

B. Buyer desires to purchase all of Seller's rights and interests in the Property and Seller desires to sell its rights and interests in the Property to Buyer, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above, which are incorporated herein by reference, the Parties agree as follows:

1. **Property.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property, on the terms and conditions set forth herein. The legal description and ownership of the Property shall be confirmed by the title insurance commitment described in Section 7 below. The Parties agree that the sale of the Property includes all fixtures and equipment permanently attached to the Property.

2. **Price and Payment.** Buyer agrees to pay Seller the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) ("Purchase Price") for the Property. The Purchase Price shall be paid in accordance with the following terms:

A. Closing Payment. Buyer shall pay to Seller the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Closing Payment") on the Closing Date, in cash, by wire transfer of immediately available funds, or by certified funds acceptable to Seller in Seller's sole discretion.

B. Post-Closing Payment. No later than September 5th, 2025, the beginning of Buyer's fiscal year, Buyer shall pay to Seller the remaining sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Post-Closing Payment"). Such

payment shall be secured by a Promissory Note and Deed of Trust further described in Section 3 of this Agreement. The Post-Closing Payment shall be made in cash, by wire transfer of immediately available funds, or by certified funds acceptable to Seller in Seller's reasonable discretion.

3. **Carryback Loan.** Prior to the Closing Date, Buyer shall execute a promissory note, set forth in Exhibit "A" and incorporated by this reference ("Promissory Note") and the deed of trust set forth in the attached Exhibit "B" and incorporated by this reference ("Deed of Trust") as a short-term carryback loan at zero percent (0%) interest for the amount of the Post-Closing Payment ("Loan"). Without limitation of the other terms and conditions set forth in the Promissory Note and the Deed of Trust, Buyer agrees that the Deed of Trust must be lien on the Property and the Loan shall be paid at the earlier of: (i) the date set forth in the Promissory Note, (ii) Buyer obtaining financing from a lender that requires a lien on the Property, or (iii) Buyer's subsequent transfer or conveyance of the Property.

4. **Title.** At Closing, Seller shall execute and deliver to Buyer a general warranty deed (the "Deed") conveying title to the Property free and clear of all liens and encumbrances. Provided, however, title to the Property will be subject to any Permitted Exceptions as defined in Section 7 below.

5. **Closing Costs.** Seller shall be obligated to prepare the Deed and to pay Nebraska Documentary Stamp taxes, if any, relating to this transfer. Buyer shall be obligated to prepare the Real Estate Transfer Statement and to pay the cost, if any, of filing the Deed. Each Party shall pay its own attorney fees. Buyer and Seller agree to retain _____ as the Escrow Closing Agent ("Title Company") to close this transaction and shall execute the Title Company's agreement upon reasonable request. Buyer and Seller shall each pay one-half of the expenses of the Title Company.

6. **Taxes.** Seller shall be responsible for real estate taxes on the Property for 2024 and all prior years. Real estate taxes for the year in which Closing occurs shall be prorated to the Closing Date. The real estate taxes shall be prorated on the basis of the most current assessment for the Property and based upon the most current tax levy as set by the Board of Equalization of Butler County. Any applicable state property tax credit shall be prorated in accordance with the same proration applicable to the real estate taxes.

7. **Special Assessments.** Seller warrants that it shall pay all installments of special assessments which, if not paid, would become delinquent prior to the Closing Date and all prior installments thereof. All other special assessments and charges, if any, that have been assessed, levied, or recorded as a lien thereon, or special assessments and charges that have not been recorded although a special assessment district has been created, prior to the Closing Date shall be paid and assumed by Buyer.

8. **Title Insurance.** Buyer shall obtain a title insurance commitment on the Property issued by the Title Company. The title insurance commitment will show marketable title to the Property in Seller in accordance with the terms and conditions of this Agreement, and shall agree to insure title in Buyer in the amount of the Purchase Price following Closing in conformity herewith. The Parties shall each pay one-half (1/2) of the expense of said title insurance policy.

Buyer shall approve or disapprove title to the Property within ten (10) days of Buyer's receipt of the title insurance commitment (the "Title Review Period"). If any objection or defect in title is discovered during Title Review Period by either Buyer or Buyer's attorney, Buyer shall furnish Seller with a copy of the attorney's opinion which reflects such defect or objection (the "Objection Notice"). Seller shall have the option to cure the objections listed in the Objection Notice at Seller's sole cost and expense, provided that all such objections shall be cured prior to the Closing Date. If Seller elects not to cure such objections or if efforts to cure any such objections fail, Buyer shall have the option to (i) terminate this Agreement; or (ii) waive such objections and proceed with the Closing, with an appropriate credit towards or reduction of the Purchase Price on account thereof if such objections are to liens or encumbrances securing monetary claims. Any matters reflected in the title commitment to which Buyer does not object, or any objections to which Buyer has expressly waived, shall be deemed to be "Permitted Exceptions."

9. **Closing.** The Closing shall be held on or before January 31, 2025 (the "Closing Date"). The Closing Date may be extended for an additional thirty (30) days upon written notice by either Party.

10. **Possession.** Seller shall deliver possession of the Property to Buyer on or before February 1, 2025.

11. **Conditions Precedent.** Buyer's obligation to purchase the Property is contingent upon all conditions set forth in this Agreement, including, but not limited to the requirements of marketable title as set forth in Section 7 above.

12. **Disclosure Statement.** Seller shall provide Buyer with the required written disclosure statement setting forth the Property's condition as is generally required by Nebraska law, including, but not limited to NEB. REV. STAT. § 76-2,120 or by any applicable federal law or municipal ordinance or regulation, including any lead-based paint disclosure. Until such time as the written disclosure statements are provided to Buyer, Buyer shall have the right to rescind this Agreement.

13. **Real Estate Commissions.** Buyer and Seller represent that neither have executed any listing agreement or other document with a real

estate broker. In the event that any real estate broker claims a commission, finder's fee, or other compensation as a result of this transaction, the Party alleged to have entered into an agreement with such a broker shall indemnify and hold the other Party harmless from and against any such commission, finder's fee, or other compensation and all costs or expenses, including court costs and reasonable attorneys' fees which may be associated therewith.

14. **Default.** In the event either Party fails to comply with any of the material terms of this Agreement for a period of ten (10) days after receiving written notice from the non-defaulting Party specifying the nature of the default, then the non-defaulting Party may declare an event of default.

15. **Remedies.** If any event of default set forth in this Agreement shall occur and a defaulting Party fails to cure the same within the express time period herein provided, the other Party, in addition to any other rights of that Party under this Agreement, may at its option and with ten (10) days prior written notice or demand, exercise any rights and remedies available at law or in equity, including, without limitation, specific performance of this Agreement. No remedy herein is intended to be exclusive of any other remedy provided herein or by law or in equity, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission of any Party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

16. **Assignment.** Buyer may assign its rights pursuant to this Agreement to any entity or individual without obtaining Seller's consent. Buyer shall provide notice of any such permitted assignment to Seller and Title Company prior to Closing.

17. **Severability.** Except to the extent the same would operate to deprive either Party of the economic benefit of its bargain hereunder, if any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

18. **Further Assurances.** Each undersigned Party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the undersigned Parties shall cooperate in good faith with the other and shall do

any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

19. **Risk of Loss.** Risk of loss or damage to the property shall rest with Seller until the delivery of possession to Buyer. Seller shall maintain all existing hazard insurance covering the Property in full force and effect up to and including the Closing Date. In the event, prior to delivery of possession to Buyer, the Property is damaged by fire, explosion, casualty, or other cause, or in the event that condemnation proceedings are commenced against the Property or any part thereof, Buyer shall have the right to rescind this Agreement.

20. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either Party because such Party prepared any portion of this Agreement but shall be interpreted according to the application of rules of interpretation of contracts generally.

21. **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

22. **Time is of the Essence.** Time is agreed to be of the essence of this Agreement.

23. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned Parties.

24. **Notice and Demands.** Any notice, demand, or other communication required to be provided by this Agreement by either Party to the other shall be sufficiently given or delivered if it is sent: (i) by registered or certified mail, postage prepaid, return receipt requested, (ii) delivered personally, or (iii) delivered via electronic email, provided that a second copy of the notice is simultaneously sent pursuant to one of the other methods permitted by this provision.

25. **Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

26. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and permitted assigns.

27. **Headings.** The section headings of this Agreement are for convenience of reference and shall not in any way modify the terms and conditions hereof.

28. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature or electronic signature, either of which shall be valid for all purposes.

[Signatures on Next Page]

WHEREAS, the undersigned have executed this Real Estate Purchase Agreement as of the date first set forth above, fully intending the same to be binding upon them, their personal representatives, receivers and assigns.

BUYER:

East Butler Public School District

By: East Butler Public School
District, its Superintendent

By: _____
Michael Eldridge, Superintendent

SELLER:

Shandra J. Schommer, an individual

EXHIBIT "A"

Promissory Note

(See Attached)

PROMISSORY NOTE

\$100,000.00

Date: _____, 2024

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, East Butler Public School District (the "Borrower"), does hereby promise and agree to pay to the order of Shandra J. Schommer, an individual ("Lender"), the principal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), pursuant to the terms of this Note.

This Promissory Note has been executed to provide for the payment obligations set forth in the Real Estate Purchase Agreement between Borrower and Lender dated _____, 2024 (the "Purchase Agreement"), and the terms of the Purchase Agreement are incorporated herein by this reference.

All amounts due hereunder shall immediately be due in full on September 5th, 2025. The loan and this Note shall not accrue any interest, except as set forth below in the case of a default.

The Borrower shall be deemed to be in default upon the occurrence of any of the following events of default: (i) any payment due hereunder is not paid within five (5) days of its due date; (ii) or if there is a breach or default by the Borrower of any of the obligations under this Promissory Note; (iii) the death of Borrower; (iv) the making of an assignment for the benefit of creditors by any party primarily and directly liable for the payment of this Promissory Note or the voluntary appointment (at the request of any such party or the consent of any such party) of a receiver, custodian, liquidator or trustee in bankruptcy of any such parties property or by the filing of any such party of a Petition in Bankruptcy or other similar proceeding under the law for the relief of debtors; or (v) a filing against any party primarily and directly liable for the payment of this Promissory Note, either as maker, endorser, guarantor, surety, or otherwise of a Petition in Bankruptcy or other similar proceeding under the laws for the relief of debtors or the involuntary appointment of a receiver, custodian, liquidator, or trustee in bankruptcy of the property of any such party, and such petition or appointment is not vacated or discharged with in sixty (60) days after the filing or making thereof.

In the event of default, Lender may, but is not required to, without notice, declare the entire unpaid balance hereunder to be immediately due and payable, whereupon that portion of the principal balance which may from time to time remain unpaid shall bear interest at a rate of five percent (5%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full and Lender shall, without limitation, be entitled to immediate payment of such amount, together with the interest accrued thereon, and all other amounts due hereunder. The foregoing right of acceleration is in addition to and not in limitation or derogation of any other right or remedy available to Lender hereunder, or otherwise at law or in equity, all of which shall remain available to Lender and be exercisable by Lender concurrently or independently.

If the Lender or any other holder hereof expends any effort in any attempt to enforce payment of all or any part of any sum due the Lender or any other holder hereunder, or if this Promissory Note is placed in the hands of an attorney for collection, or if it is collected through any legal proceedings, Borrower agrees to pay all collection costs and fees incurred by the Lender or any other holder, including court costs and reasonable attorneys' fees to the maximum extent permitted by law.

The Borrower and any surety, guarantor, endorser and other party liable for payment of any sums of money payable on this Promissory Note, waive presentment and demand for payment, protest, notice of protest and nonpayment or dishonor, notice of acceleration and notice of intent to accelerate, diligence in collecting and grace, and consent to all extensions, without notice for any period or periods of time and partial payments, before or after maturity, without prejudice to the Lender or any other holder. The Lender or any other holder shall similarly have the right to deal in any way, at any time, with one or more of the foregoing parties without notice to any other party and without in any way affecting the personal liability of any party hereunder.

The Borrower hereby acknowledges and agrees that any action commenced by the Lender to enforce this Promissory Note may be initiated in the District Court for Butler County, Nebraska and the Borrower hereby consents to the jurisdiction of said court and hereby waives any right to contest subject matter jurisdiction, personal jurisdiction, or venue in said court. The Borrower knowingly, irrevocably, voluntarily and intentionally waives any right the Borrower may have to a trial by jury in respect to any action, proceeding or counterclaim based on this Promissory Note, or arising out of, under or in connection with this Promissory Note, or any other loan documents or any course of conduct, course of dealing, statement (whether verbal or written) or actions of any party hereto or to any loan document. This provision is a material inducement for Borrower and Lender to enter into the loan transaction evidenced by this Promissory Note.

THIS PROMISSORY NOTE REPRESENTS THE FINAL AND ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, SUBSEQUENT OR CONTEMPORANEOUS ORAL AGREEMENTS. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

NOTICE IS HEREBY GIVEN TO BORROWER THAT A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT THE BORROWER AND LENDER FROM ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, IT IS EXPRESSLY AGREED THAT ANY CONTRACT, PROMISE, OR UNDERTAKING, OR OFFER TO FORBEAR REPAYMENT OF MONEY, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS PROMISSORY NOTE, OR OF ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS HEREOF MUST BE IN WRITING AND BE SIGNED BY THE PARTIES HERETO TO BE EFFECTIVE.

This Promissory Note is made and delivered in the State of Nebraska and shall be governed and construed in accordance with the laws of this state. If there is more than one Borrower, the Borrowers shall be jointly and severally liable under this Promissory Note.

This Promissory Note is executed and effective as of the date first above written.

“BORROWER”

East Butler Public School District

By: East Butler Public School
District, its Superintendent

By: _____
Michael Eldridge, Superintendent

EXHIBIT "B"

Deed of Trust

(See Attached)

AFTER RECORDING RETURN TO:

Andrew Willis
Cline Williams Law Firm
233 S 13th Street, Suite 1900
Lincoln, NE 68508

DEED OF TRUST

THIS DEED OF TRUST is made as of the Effective Date (defined herein) by and among East Butler Public School District, whose mailing address is 212 South Madison Street Brainard, Nebraska 68626 (the "Trustor"), and _____, whose mailing address is _____ ("Trustee"), and Shandra J. Schommer, an individual whose mailing address is 203 South Madison Street Brainard, Nebraska 68626 ("Beneficiary").

FOR VALUABLE CONSIDERATION, Trustor irrevocably transfers, conveys, and assigns to Trustee, in trust, with power of sale, for the benefit and security of Beneficiary, its successors and assigns under and subject to the terms and conditions of this Deed of Trust, the real property legally described as follows:

17-14-4 Brainard Lot 12 and PT of Lot 11 Block 21 Mcalvins Addition,
in Butler County, Nebraska

(the "Real Estate"), together with all rents, easements, appurtenances, hereditaments, interest in adjoining roads, streets, alleys, improvements, buildings of any kind situated thereon, and all personal property that may be or hereafter become an integral part of such buildings and improvements, and all water and mineral rights related thereto, which Real Estate and the entire estate and interest conveyed to the Trustee hereunder are hereinafter referred to collectively as the "Trust Estate".

1. Obligations to be Secured. This Deed of Trust is made for the purpose of securing:

(a) The payment of indebtedness in the total principal amount of One Hundred Thousand and No/100 Dollars (\$100,000.00), with interest thereon, as evidenced by that certain Promissory Note of even date therewith by and between Trustor and Beneficiary (the "Note"), which Note is incorporated herein and made a part hereof by this reference;

(b) The prompt, full and faithful performance and discharge as and when the same are due of each and every obligation, covenant and agreement due and

owing or which may become due and owing at any time in the future by Trustor to Beneficiary under this Deed of Trust, the Note, and/or the Real Estate Purchase Agreement between Trustor and Beneficiary for the Real Estate (the "Purchase Agreement");

(c) The prompt payment of all amounts due and owing or which may become due and owing at any time in the future by Trustor to Beneficiary under this Deed of Trust, the Note, or the Purchase Agreement; and

(d) The prompt repayment of all sums or amounts that are advanced or extended by Beneficiary, for the maintenance, protection or preservation of the Trust Estate, or any part thereof, with interest thereon at the rate provided in the Note, and all costs and charges (including court costs and reasonable attorney's fees) incurred in the enforcement of this Deed of Trust, the Note, the Purchase Agreement or in the taking and/or sale of the Trust Estate and in the care and protection thereof.

This Deed of Trust, the Note and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby are referred to collectively as the "Loan Instruments."

2. Representations and Warranties by Trustor. Trustor hereby represents and warrants as follows:

(a) Trustor has the legal capacity and full right, power and authority to execute deliver and perform this Deed of Trust and the Note;

(b) Once executed and delivered, this Deed of Trust and the Note will constitute legal and binding obligations of Trustor and be enforceable against Trustor in accordance with their respective terms;

(c) Trustor is the legal and equitable owner of and is in possession of all the Trust Estate and the Trust Estate is free and clear of all liens, encumbrances, security interests, charges, adverse claims and encumbrances of every kind and nature, and Trustor shall and will warrant and defend the title to said Trust Estate against the claims of all persons whomsoever;

(d) There are no: (i) bankruptcy proceedings involving the Trustor and none is contemplated; (ii) dissolution proceedings involving Trustor and none is contemplated; (iii) unsatisfied judgments of record against Trustor; or (iv) tax liens filed against Trustor; and

(e) Trustor has good and lawful authority to pledge, assign and deliver the Trust Estate in the manner contemplated herein.

3. Covenants. In addition to and not in limitation of any other covenants, agreements or obligations required to be observed or performed by Trustor hereunder or under the Note, Trustor hereby covenants and agrees as follows:

(a) to pay when due the principal of, and the interest on, the indebtedness evidenced in the Note and all charges, fees, and sums as provided in the Loan Instruments;

(b) to observe and promptly perform and discharge all obligations, terms, covenants, understandings, conditions or agreements required to be performed or observed by Trustor pursuant to the Loan Instruments; and

(c) to pay when due all assessments on or against the Trust Estate that arise or are payable at any time on or after the date hereof and to not suffer or permit the same to become delinquent or be in default.

4. Taxes. Trustor agrees to pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Trust Estate or any part thereof, promptly when the same are due and before delinquency, without notice or demand, and shall provide Beneficiary with evidence of the payment of same.

5. Insurance. So long as this Deed of Trust shall remain in effect, Trustor agrees to purchase and maintain in force broad form property casualty insurance insuring the Real Estate and all improvements buildings or structures located thereon in an amount of their full replacement value against loss by fire or other casualty. Such insurance policy shall contain a standard mortgage clause in favor of Beneficiary and shall not be cancelable, terminable, or subject to modification without thirty (30) days prior written notice to Beneficiary. Said insurance shall be purchased from an insurance company that is duly licensed to do business in Nebraska and which has a B+ or better rating. Further, at the time the Trustor signs this Deed of Trust and as Beneficiary may from time to time request thereafter, Trustor agrees to provide a certificate of insurance issued by the insurance company evidencing that such insurance is in full force and effect.

6. Maintenance and Repairs. Trustor agrees to keep the Real Estate in a neat, clean and sanitary condition, and to promptly repair, maintain, and replace the Trust Estate or any part thereof so that, except for ordinary wear and tear, the Trust Estate shall not deteriorate. In no event shall Trustor conduct waste on or to the Trust Estate.

7. Actions Affecting Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and shall pay all costs and expenses, including cost of evidence of title and attorney fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without relieving Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and attorney fees.

8. Hazardous Substances. As used in this Section 8: (a) “Environmental Law” means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (b) “Environmental Cleanup” includes any response action, remedial action, or removal action, as defined in Environmental Law; and (c) an “Environmental Condition” means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Trustor agrees not to do, nor allow anyone else to do, anything affecting the Trust Estate that is in violation of any Environmental Law or creates an Environmental Condition.

Trustor agrees to promptly give Beneficiary written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Trust Estate and any Environmental Law or Environmental Condition of which Trustor has knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, or any private party, that any remediation of any Environmental Condition affecting the Trust Estate is necessary, Trustor agrees, at its sole cost and expense, to promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Beneficiary for an Environmental Cleanup.

9. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Trustor’s failure to make payment of any installment of interest, principal, or principal and interest, or any other sum secured hereby when such payment is due, which failure is not satisfied within ten (10) days following the Trustee’s receipt of written notice of nonpayment from Beneficiary;

(b) Trustor’s failure to observe or perform any obligation, term, covenant, understanding, condition or agreement, or the provisions required to be performed or observed by Trustor under the terms of any of the Loan Instruments, which failure is not satisfied within thirty (30) days following the Trustor’s receipt of written notice of such failure from Beneficiary, or in the case of a failure that cannot reasonably be cured within thirty (30) days, such longer period as may be reasonable, provided Trustor immediately undertakes such action as may be reasonably necessary to correct such failure and thereafter diligently pursues the cure of such failure to the Beneficiary’s reasonable satisfaction;

(c) Any representation or warranty given by Trustor in any of the Loan Instruments being false or becoming false at any time in the future in any material respect;

(d) Trustor’s sale or transfer of all or any part of the Trust Estate or an interest therein without Beneficiary’s prior written consent, which consent shall be reasonably granted; and/or

(e) Trustor making an assignment for the benefit of its creditors, or admitting in writing its inability to pay its debts as they become due, or filing a petition in bankruptcy, or being adjudicated bankrupt or insolvent, or filing a petition

seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation or filing an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or not having such a petition dismissed or vacated within sixty (60) days after filing, or seeking or consenting to or acquiescing to the appointment of any trustee, receiver or liquidator of a material part of its properties, or not having said appointment of such trustee, receiver or liquidator vacated within sixty (60) days of such appointment.

10. Acceleration Upon Default, Additional Remedies. Should an event of default occur, Beneficiary may declare all indebtedness secured hereby to be immediately due and payable and the same shall thereupon become immediately due and payable without any presentment, demand, protest, or notice of any kind. Thereafter, Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon, and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability, or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom, or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues, and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues, and profits, and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt, and application of rents, issues, or profits, Trustee or Beneficiary shall have and be entitled to exercise every right or remedy provided for in any of the Loan Instruments or by law or in equity upon occurrence of any event of default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the appropriate official records of the county in which the Trust Estate is located; or

(d) Take such steps to protect and enforce its rights, whether by action, suit or proceeding at law or in equity, for the specific performance of any covenant, condition or agreement in this Deed of Trust, or in aid of the execution of any power granted herein or therein, or for any foreclosure hereunder, or for the

enforcement of any other appropriate legal or equitable remedy or otherwise as Beneficiary shall elect.

11. Due on Sale. Upon the sale or transfer of all or any part of the Trust Estate without the Beneficiary's prior written consent, the Beneficiary may at its option declare all sums secured by this Deed of Trust to be immediately due and payable. Sale or transfer means the conveyance of the Trust Estate or any right, title or interest in the Trust Estate, whether legal, beneficial or equitable.
12. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located, and by otherwise complying with the provisions of the applicable law of the State of Nebraska, substitute a successor or successors to the Trustee named herein or acting hereunder.
13. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors, and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.
14. Inspections. Beneficiary or its agents, representatives, or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.
15. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to them at the address set forth in the first paragraph of this Deed of Trust.
16. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect the provisions of such Loan Instruments which can be given effect without the conflicting provision and, to this end, the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge, or termination is sought.
17. Reconveyance by Trustee. Upon written request of Beneficiary stating that all obligations secured hereby have been paid or performed in full, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's fees, if any, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons entitled thereto."

- 18.Notices. Whenever Beneficiary, Trustor, or Trustee shall desire to give or serve any notice, demand, request, or other communication with respect to this Deed of Trust, unless notice is required by law to be given by another method, each such notice, demand, request, or other communication shall be in writing and shall be effective on delivery if the same is delivered by personal service two (2) days following posting if mailed by certified mail or reputable overnight carrier, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.
- 19.Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed by Trustor and acknowledged, is made a public record as provided by law.
- 20.Counterparts. This Deed of Trust may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.
- 21.Joint and Several Liability. Each signatory as a Trustor shall be jointly and severally liable for all payments and other obligation of the Trustors under this Deed of Trust and the Note.
- 22.No Subordination. This recorded Deed of Trust shall have priority over all other liens on the Trust Estate and shall not be subordinated to any other lien, except as required by law.
- 23.Effective Date. The Effective Date shall be the date that this Deed of Trust is signed, as evidenced by the Notary Public's statement below.

(Signature and notary page follows)

IN WITNESS WHEREOF, the parties have executed this Deed of Trust as of the Effective Date.

“TRUSTOR”

East Butler Public School District

By: East Butler Public School District, its Superintendent

By: _____
Michael Eldridge, Superintendent

STATE OF NEBRASKA)
)ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me on _____, 2024 by _____, on [his or her own behalf/belief of the company].

Notary Public

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT (herein Contract) is made by and between the Board of Education of the East Butler Public School District hereinafter referred to as "the Board," and Michael Eldridge, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 11th day of December, 2024, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of three (3) years beginning on the 1st day of July, 2025, and expiring on the 30th day of June, 2028. A "Contract Year" for purposes of this Contract shall be from July 1 to June 30 and consist of 260 work days, and the Superintendent shall be on duty on all week days during "Duty-Time" as that term is defined herein, except legal holidays and days elected as vacation as provided herein. Extensions ("roll-overs") of this Contract may occur as follows:

A. "Superintendent's Notice of Intent to Extend. The Superintendent shall, between December 1st and December 31st of the last Contract Year of the Contract, give the President of the Board a "Superintendent's Notice of Intent to Extend," which is a written notice that the Superintendent intends to extend the Contract, with the term of the Extended Term to be no shorter than one year, and no greater than three years, and agreed upon by the Board. In an Extended Term, the Superintendent's Notice of Intent to Extend shall be given between December 1st and December 31st of the last year of the Extended Term. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended."

B. "Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall have until on or before April 15th of the last Contract Year to give the Superintendent a "Notice of Intent to Not Extend," which is a written notice that the Board does not want to extend the Contract. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term equal to length of the previous Contract term, initial or extended. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term equal in length of the previous Contract term, initial or extended."

2. Salary: The annual salary for the 2025-26 contract year shall be \$143,820.73. The annual salary for any subsequent year of this Contract will be set by the Board in or prior to the month of January preceding any subsequent Contract Year. An increase in annual salary shall not be less than 0% or greater than 3%, annum, in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Vacation. The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).

B. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. The maximum vacation allotment that may be carried over from one contract year to another contract year shall be five (5) days which, when added to the ensuing year's allotment shall yield a maximum number of available vacation days of twenty five (25) at any time during the Superintendent's employment. Once this maximum of twenty five (25) available days is accumulated, no further vacation days will be granted for the ensuing contract year or years until said available vacation is less than the twenty five (25) day maximum and then only to the extent necessary to restore the total number of available vacation days to the maximum of twenty five (25) days. At the end of the contract or upon ending employment, a maximum of twenty (20) unused vacation will be paid at the effective daily rate of pay (per diem based on salary only). There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.

C. Sick Leave. The Superintendent shall be allowed ten (10) working days of sick leave each contract year, cumulative to forty-five (45) sick leave days. At the end of the Contract or upon ending employment, a maximum of ten (10) unused sick leave days will be paid at the effective daily rate of pay (per diem based on salary only). There shall be no pay for unused sick leave days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.

D. i. Holidays. The following days shall be holiday days and not working days: Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, and New Years Day.

ii. Floating Holidays. The following days shall be floating holiday days and taken as days off when it does not interfere with Superintendent duties: Martin Luther King Day, Presidents Day, Arbor Day, Columbus Day, and Veterans Day. Floating Holidays must be taken within the Contract Year, and shall not be carried over to the next Contract Year. There shall be no pay for unused Floating Holidays."

E. Log. The Superintendent shall maintain a current log of used vacation, personal and sick leave days with the Superintendent's secretary. The Superintendent will notify the Board President when vacation days are used.

F. Health and Dental Insurance. The District shall pay for and provide the Superintendent with health and dental insurance for which the Superintendent is qualified under the District's group insurance plan.

G. Long Term Disability Insurance. The District shall contract for and provide the Superintendent with a Long Term Disability Insurance policy with a benefit of 60% of the contracted salary.

H. Life Insurance. The District shall contract for and provide the Superintendent with a group term life insurance policy providing for a death benefit of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) payable to the Superintendent's designated beneficiaries.

I. Professional Development. The Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state, and national levels at the expense of the School District, and shall be reimbursed for ordinary and necessary expenses incurred relative to his employment and consistent with Board policies. In addition, the School District shall pay the Superintendent's dues to professional organizations. The Board President will be notified before the Superintendent attends a national convention.

J. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set by the Board for District travel.

K. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.

L. Tuition Assistance – Provide financial assistance for tuition (this tuition reimbursement will be modeled after the teacher tuition reimbursement program in the certified negotiations agreement).

M. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

4. Duties. The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. For purposes of this Agreement, the term "Duty-Time" shall mean that portion of the Superintendent's professional duties performed during the regular school and work day in addition to the duties to be performed outside the regular school and work day for meetings of the Board of Education and other meetings, events or activities where the Superintendent's presence is required; regular school and work day "Duty-Time shall include (1) generally 8:00 a.m. to 4:30 p.m. during days when students and staff are scheduled to be present in the building during the calendared school year; and (2) generally 8:00 a.m. to 4:30 p.m. during days when students and staff are not scheduled to present in the building pursuant to the school calendar, provided that the Superintendent may determine in his/her sole discretion the exact hours of each day when he/she shall be on duty during the work day. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules

consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

6. Evaluation of the Superintendent. The Superintendent shall be evaluated twice during the first contract year and once during each subsequent contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall notify the board of its duty to evaluate him or her each year by the November school board meeting, and during the first year, shall notify the board of its duty to provide a second evaluation by the March board meeting. Following the first year, the annual evaluation will be at the December school board meeting of each year. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file.

7. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Contract amendment, cancellation or termination may occur due to a reduction in force. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, cancel or terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

8. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before January 31, 2025 shall constitute a rejection by the Superintendent of the offer of employment.

EXECUTED BY THE BOARD this ____ day of _____, 2025.

By:

Attest:

President of the Board of Education

Secretary of the Board of Education

EXECUTED BY THE SUPERINTENDENT this ____th day of _____, 2025.

Superintendent



**Secondary Principal Report
January 2025 – School Board Meeting**

I. Professional Learning Day

- A. Staff returned to work on January 2 for a Professional Learning Day. We shared AQuESTT information with our staff. AQuESTT stands for Accountability for a Quality Education System Today and Tomorrow. The AQuESTT score combines our NSCAS and ACT scores and a few other measurable items.
- B. PL Day Agenda: AQuESTT scores, MTSS Grade Level Meetings, Collaboration Time, MTSS Leadership Meeting, SIP Meeting, Crisis Meeting, and First Aid.

II. FFA Landscape Improvement

- A. The Landscape class has plans to improve a space on the southwest side of the school. The funds for this project are coming from the Jenny White Memorial donation.

III. ACT Prep – John Baylor

- A. The Junior Class has been enrolled in John Baylor’s ACT Prep course.
- B. English, Math, and Science Teachers will teach the ACT Prep course starting in February.

IV. Additional Information

- A. Mr. Biltoft and Mr. Cidlik will attend a principal meeting at ESU 7 on January 30.
- B. We will have three student teachers this semester: Ms. Ella Hochstein – Cooperating Teacher Mrs. Kocian, Mr. Nathan Pennekamp – Cooperating Teacher Mr. Glasshoff, and Mr. Justin Ningen – Cooperating Teachers Mr. Gauthier and Mr. Novak.
- C. The 7-12 students will have an academic pep rally on January 16. We will honor students for classroom accomplishments and attendance.

Elementary Principal Report

January Board Meeting



I. Professional Learning/Semester

- A. Staff returned to school on January 2 for a professional learning day. Information was presented on NSCAS data. K-2 teachers participated in grade-level data meetings. Elementary teachers also participated in collaborative groups to discuss items related to their content area. The Multi-Tiered Systems of Support (MTSS) leadership team met with Kendra Gustafson from ESU7 to discuss our next steps and discuss interventions.
- B. Students returned to school on January 3 for second semester.

II. School Improvement/Response Team Meeting

- A. A school improvement team meeting was held on January 2. Mr. Eldridge provided an update on the strategic plan process. The team worked to create themes from the information staff provided during a previous professional learning day to address our school improvement goals. The next step is create the action plan at our next meeting and work to implement the plan.
- B. School Improvement Goals:
 - 1. By the Spring NWEA test, 60% of students will be meeting growth targets in Reading.
 - 2. By the Spring NWEA test, 70% of students will be meeting growth targets in Math.
- C. The crisis response team also met on January 2. The group discussed the emergency operations plan document and ways to address the recommendations from our safety visit.

III. NSCAS Data

- A. 2023-2024 Nebraska Student-Centered Assessment System (NSCAS) data has been released by the Nebraska Department of Education (NDE).
 - 1. East Butler is classified as a great school as a district and individual schools. (Brainard Elementary/Dwight Elementary/High School/Middle School)
 - 2. East Butler comparison to state performance (percentage of student reaching benchmark)

East Butler	State
ELA – 65%	59%
Math – 72%	58%
Science – 93%	74%
 - 3. Additional Information:
 - a. Historical Data
 - b. Percentage of Students Meeting Growth Projections

IV. Principal Meeting

- A. Mr. Cidlik and I will be attending the ESU 7 principal meeting on January 30. The meeting will provide an opportunity to collaborate with ESU7 principals and learn about current topics.

V. Additional Information:

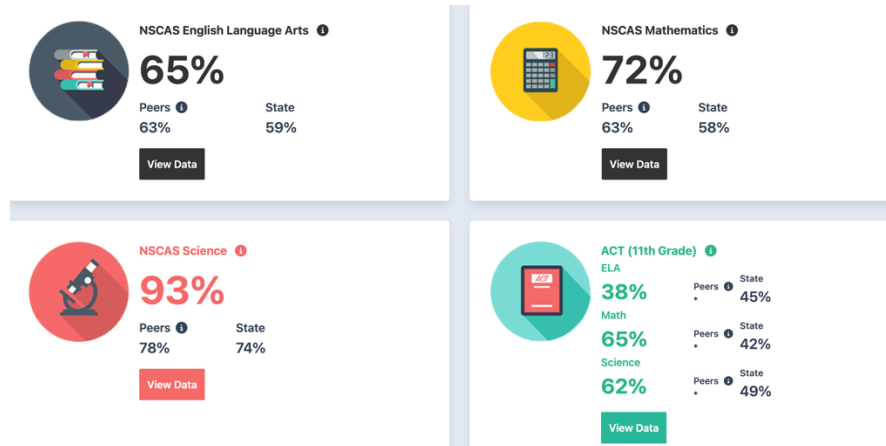
- A. Parent/Teacher Conferences will be held February 19 with a 1:30 dismissal.



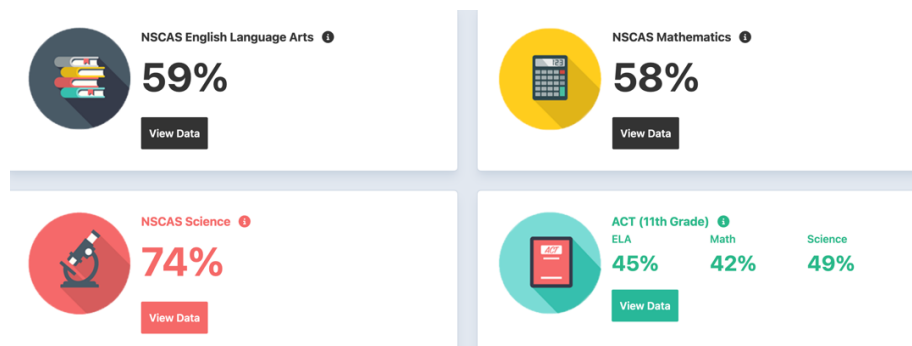
District Classification



2023-2024 East Butler Performance Data: Nebraska Student-Centered Assessment System (NSCAS) Percent Proficient



2023-2024 State Performance Data:



East Butler Historical NSCAS Data:

Nebraska Student - Centered Assessment System

Percent Proficient: Advanced and On Track combined

Combined Result for all Grade Test

[Click Here for Data Definition](#)

Data Years	English Language Arts ¹	Mathematics ¹	Science ¹
2023-2024	65%	72%	*
2022-2023	68%	73%	80%
2021-2022	60%	54%	73%

East Butler Public Schools MAP Growth

% of Students Meeting Growth Projections

	Fall 2015 to Spring 2016	Fall 2016 to Spring 2017	Fall 2017 to Spring 2018	Fall 2018 to Spring 2019	Fall 2019 to Spring 2020	Fall 2020 to Spring 2021	Fall 2021 to Spring 2022	Fall 2022 to Spring 2023	Fall 2023 to Spring 2024
Math	59.0	62.2	63.6	64.9	Covid	73.0	61.1	58.6	61.4
Reading		61.8	54.3	47.8	Covid	64.4	56.8	59.7	50.4