

MINUTES OF BOARD OF EDUCATION
South Platte School District #95
Regular Board Meeting March 13, 2023 7:00 PM

The Regular Board Meeting of the board was called to order at 7:00 PM by President Darrel Armstrong with board members: **Present:** Darrel Armstrong, Duane Duncan, Adam Hayward, Amy Stanley, Tim Van Zee, Patricia Welsh. Also present were Superintendent David Spencer, Principal Nick Brost and Business Manager Lisa Wilson. Notice of the meeting was published in the Keith County News and available at the office.

The meeting was adjourned at 9:57 PM.

The Pledge of Allegiance was recited and President Armstrong made note of the Open Meetings Act poster that is on display in the meeting room.

Motion by Duane Duncan seconded by Tim Van Zee to approve the consent agenda as presented and remove the RLawn bill and administrative contract: A. Confirmation of the last regular meeting minutes and correction to Feb 24 Special meeting minutes: B. Financial Reports C. Treasurer's Report D. Claims: General Fund and benefit E. Claims: Building/Bond/Depreciation Fund (if any). Motion carried.

Amy Stanley: yes, Patricia Welsh: yes, Duane Duncan: yes, Tim Van Zee: yes, Adam Hayward: yes, Darrel Armstrong: yes

CLAIMS: General Fund: Amazon Capital Services, Inc. 2,273.90; BSTT 2,600.80; Black Hills Energy 6,710.41; Blick Art Materials 820.41; Capital One Trade Credit 39.99; Card Service Center 729.93; Cash-Wa Dist. 1,022.98; Century Link 656.09; Community First Bank 40.00; Deaver Tire Company 1,882.00; Demco Inc. 108.28; E-Logic 479.00; Eakes, Inc/dba Eakes Office Solutions 989.66; Ecolab 62.96; EduTrack, LLC 1,775.98; Einspahr, G 44.54; ESU 16 13,448.05; Family Zone, Inc. 2,223.60; Follett School Solutions, Inc. 802.23; Frenchman Valley Coop 24.25; HealthEquity, Inc. (FLEX-125 PLAN) 164.00; Hometown Leasing 2,514.43; Huff, K 299.00; Ideal Linen Supply 388.95; Jacobs, B 50.64; JWPepper 255.93; Keith Co. News 6.10; KSB School Law 915.00; Mid-American Research 319.08; Midamerica Books 164.67; Moorhead, D 550.00; Nebraska State Fire Marshall Agency 180.00; NPPD 2,844.98; NPPD MLBRY Acct 64.28; NPPD Plum 2 Acct 47.37; Office Service, Inc. 94.33; Oriental Trading Co. 234.99; Performance Health Supply 69.95; R Lawn LLC 9,970.73; Richards, S 62.24; Rudy's GTO 30.16; S & W Auto Supply 228.12; Scherbarth, S 590.81; Schneider, D 119.45; Sinclair Oil Corp. 300.00; SP Benefit Fund 520.00; Spencer, D 153.27; T & K Tire Inc 3,087.04; Teacher's Discovery 80.89; US Postmaster-Big Springs 290.00; Verizon Wireless 246.94; Village Of Big Springs 495.60; Walmart Business: Capital ONE Online 619.97; Ward Science 199.25; Wiest Hardware 125.55; Wilson, L 30.66; AFLAC 1,164.82; AFLAC-10MO 124.49; Colonial Life 200.96; EFTPS 40,766.78; Horace Mann Insurance Company 554.31; Horace Mann Life Ins. Co. 225.00; BCBS NE 55,148.17; NPERS 35,866.68; Principal Life Insurance Co. 1,344.09; Vision Care Direct 543.70; Credit Management Services, Inc. 213.98; US Department of the Treasury 177.08; SPFLEX 3,092.04 CLAIMS: Benefit Fund: Venelope & Bro's Food Palace 118.00; Happy Jacks BBQ 520.00

Julie Koenen, Jenny Reichman, Ken Bartels, Shane Richards and Colton Moorhead addressed the board.

The building and grounds committee discussed lighting. The transportation committee noted that new tires have been installed on two buses. The windshields have been repaired on the

suburbans. The education committee noted that legislation education for the board is available at the end of March.

Mr. Nick Brost gave the principal's report. Special thank you to Mrs. Spady for planning and organizing C2-6 and D1-6 District contests that SP hosted. Thank you to Deb Foster for preparing the hospitality room food. Parent-teacher conferences were held. The Scholastic Book Fair was a success! Special thank you to Mrs. Barnhart, Mr. Taylor, Miss Winckler for working on the book fair before and after school and all the staff and students who helped to set up and tear down. SP earned \$947.43 in Scholastic dollars for the library and sold 251 items.

Congratulations: February Students of the Month: Briahna Einspahr, Connor Evans, Jordyn Babst, Johanna Frerichs, Cavin Lanman, Paola Lopez. Congratulations: State Speech Qualifiers: Joseph Hobbs, Paola Lopez, Dash Richards, Quinten Koenen. Congratulations: Winter sports teams (GBB, BBB, Boys and Girls Wrestling) for successfully completing each season.

Officer Holloway gave the School Resource Officer Report. He provided an overview of the Phil Chalmers training profiling school shootings and what teachers and staff can do to help prevent such tragedies. He provided a summary of the active shooter training.

Mr. David Spencer gave the superintendent's report. The Pre-School is fully licensed under the South Platte Early Learning Program. He provided updates on title funds, ESSA funds, staff openings and staff in services. He reviewed the hours in session for the year, including days for staff, elementary students and hours for graduation requirements. He conducted the "Return to School Plan Review." He noted that the elementary celebrated Dr. Suess' Birthday, the show choir hosted a music program, and the school safety meeting was held. He acknowledged that the South Platte Education Association has finished the process to be recognized as the exclusive collective bargaining unit for the district.

Motion by Tim Van Zee seconded by Patricia Welsh to approve the certified negotiated agreement 2023-24. Motion carried.

Amy Stanley: yes, Tim Van Zee: yes, Patricia Welsh: yes, Darrel Armstrong: yes, Adam Hayward: yes, Duane Duncan: yes

Motion by Adam Hayward seconded by Duane Duncan to approve ESU #16 2023-24 Special Education Contract. Motion carried.

Amy Stanley: yes, Adam Hayward: yes, Tim Van Zee: yes, Darrel Armstrong: yes, Duane Duncan: yes, Patricia Welsh: yes

The board cell phone committee discussed times so admin can set up a meeting with the student and staff cell phone committee.

Motion by Duane Duncan seconded by Tim Van Zee to approve Midwest Floor bid for gym floor \$2,685.00. Motion carried.

Duane Duncan: yes, Adam Hayward: yes, Tim Van Zee: yes, Amy Stanley: yes, Darrel Armstrong: yes, Patricia Welsh: yes

Motion by Tim Van Zee seconded by Amy Stanley to approve Zink Painting bid for painting high school hallways, restrooms and classrooms \$17,571.20. Motion carried.

Darrel Armstrong: yes, Tim Van Zee: yes, Patricia Welsh: yes, Duane Duncan: yes, Adam Hayward: yes, Amy Stanley: yes

Motion by Tim Van Zee seconded by Duane Duncan to approve RLawn summer 2023 contract with aeration and prepay \$9,970.73. Motion carried.

Tim Van Zee: yes, Patricia Welsh: yes, Darrel Armstrong: yes, Duane Duncan: yes, Adam Hayward: yes, Amy Stanley: yes

Review the minutes.

Motion by Adam Hayward seconded by Amy Stanley to go to executive session to discuss personnel at 9:08 PM. Motion carried.

Darrel Armstrong: yes, Tim Van Zee: yes, Adam Hayward: yes, Amy Stanley: yes, Duane Duncan: yes, Patricia Welsh: yes

Motion by Amy Stanley seconded by Patricia Welsh to return to regular session after discussion of personnel at 9:56 PM. Motion carried.

Darrel Armstrong: yes, Duane Duncan: yes, Adam Hayward: yes, Amy Stanley: yes, Tim Van Zee: yes, Patricia Welsh: yes

Motion by Adam Hayward seconded by Duane Duncan to adjourn the meeting at 9:57 PM. Motion carried.

Duane Duncan: yes, Patricia Welsh: yes, Amy Stanley: yes, Tim Van Zee: yes, Darrel Armstrong: yes, Adam Hayward: yes

Tim Van Zee, Secretary

MINUTES OF BOARD OF EDUCATION
South Platte School District #95
Regular Board Meeting February 13, 2023 7:00 PM

The Regular Board Meeting of the board was called to order at 7:00 PM by President Darrel Armstrong with board members: **Present:** Darrel Armstrong, Duane Duncan, Adam Hayward, Amy Stanley, Tim Van Zee, Patricia Welsh. Also present were Superintendent David Spencer, Principal Nick Brost and Business Manager Lisa Wilson. Notice of the meeting was published in the Keith County News and available at the office.

The Pledge of Allegiance was recited and Chairman Armstrong made note of the Open Meetings Act poster that is on display in the meeting room.

Motion by Adam Hayward seconded by Duane Duncan to approve the consent agenda as presented: A. Confirmation of the last regular and special meeting minutes B. Financial Reports C. Treasurer's Report D. Claims: General Fund E. Claims: Building/Bond/Depreciation Fund (if any) F. Resignations - Mrs. Speck (Art); Miss. Winkler (English). Motion carried.

Tim Van Zee: yes, Amy Stanley: yes, Darrel Armstrong: yes, Adam Hayward: yes, Duane Duncan: yes, Patricia Welsh: yes

CLAIMS: All Star Auto Glass 859.90; Amazon Capital Services, Inc 3,527.06; APL Book Account 121.20; Apple Computer, Inc 1,399.00; Big Springs Truck and Travel 3,237.31; Black Hills Energy 7,251.49; Brost, N 498.87; Brule Activity Center 2,500.00; Card Service Center 3,104.19; Cash-Wa Dist. 880.29; Century Link 640.14; Chappell Super Foods 51.54; Cheleen, A 86.50; Deuel Co. Treasurer 150.00; Eakes, Inc/dba Eakes Office Solutions 1,178.69; Ecolab 62.96; Eichners Sales & Service 59.99; ESU 16 12,578.05; Faber Signs 497.64; Flinn Scientific, Inc. 176.00; Frenchman Valley Coop 24.25; Goddard, M 55.24; HealthEquity 164.00; Holiday Inn Of Kearney 639.80; Hometown Leasing 2,514.43; Hot Lunch Account 384.00; Hot Lunch 1,128.85; Huff, Kacey 400.00; Ideal Linen Supply 388.95; Inland Truck Parts 789.21; IXL learning 449.00; Jacobs, B 137.42; Jenny Reichman Photography 682.74; Jostens 557.75; JWPepper 84.50; Keith Co. News 364.12; Kotschwar, B 104.38; KSB School Law 175.00; Mathis, A 1,649.23; Mid-American Research 1,348.04; Miller, C 78.19; NASB (Nebraska Association Of School Boards) 3,180.00; Nebraska Choral Directors Assn 360.00; Nebraska Safety and Fire Equipment 410.00; NPPD (Nebraska Public Power District) 3,272.17; NPPD MLBRY Acct 64.28; NPPD Plum 2 Acct 16.56; Office Service, Inc. 15.99; Ornelas, J 1,154.28; Performance Health Supply 10.00; Perkins County Treasurer 100.00; Ray's Cement Works 2,625.00; Reese Mechanical 1,584.00; rSchoolToday 244.00; Rudy's GTO 205.44; S & W Auto Supply 250.77; Scherbarth, S 211.38; Sinclair Oil Corp. 300.00; Southeastern Performance Apparel 452.98; SP Benefit Fund 118.00; Speck, B 54.29; Stanley, R 159.75; State Fire Marshall 60.00; Verizon Wireless 239.81; Village Of Big Springs 494.25; Walmart Business: Capital ONE Online 50.80; Wiest Hardware 1,311.21; AFLAC-10MO 124.49; AFLAC 1,164.82; Bischoff, Megan 188.72v Capital Management Srvc 188.72; Colonial 200.96; EFTPS 39,354.00; Horace Mann Insurance Co 519.72; Horace Mann Life Ins. Co. 225.00; BCBSNE 55,148.17; SITNE 5,710.97; (NPERS) 35,145.63; Principal Life Insurance Co 1,384.31; SPFLEX 3,092.04; Vision Care Direct 508.04 BENEFIT FUND--Venelope & Bro's Food Palace 118.00

Matt Adams addressed the board.

There were no correspondence and no committee reports.

Mr. Nick Brost gave the principal's report. NE State Patrol Officer Flick presented an internet safety presentation for 7-12 students and staff. The JH/HS NHS induction ceremony was held. The Winter Whirl FFA dance was attended by over 70% of the HS students. We hosted the JH MAC BB Tournament; Congrats to JHGBB Champs and JHBB MAC 2nd Place. Special Thank you to Mrs. Cheleen, Knight Vision Student Advisory group and Mrs. Foster for their help. HS GBB - 3rd Place MAC; 3 New School GBB Records: - 3's in a game (3rd time broken this year); Isabelle Reichman; 3's in a game-Maddi Cheleen; 3's in a career; Rebounds in a season - Haily Koenen. Students of the Month for December: Ryker Olson, Tyler Armstrong, Jillian Frerichs, Madison Johnson, Madison Cheleen and Riley Adams; January Students of the Month: Elijah Armstrong, Nitrous Godbey, Heidi Maupin, Jared Scherbarth, Gabe Kendrick, Joshua Estrada, Dash Richards, Ansley Carlson. Adams Bank & Trust Student of the Second Quarter: Avery Hayward. District FFA Competition: Livestock Management Team 3rd; others did very well.

Officer Holloway was not present since he was presenting as the trainer out of state.

Mr. David Spencer gave the superintendent's report. The Pre-school is undergoing reorganization. Title funds review meeting happens during spring break. There are some learning trips scheduled. The music program performed at a show choir contest and has done some band events. Congratulations to Mr. Brost who was named the Western Nebraska Wrestling official of the Year.

There was discussion on grading scales.

There was discussion on graduation requirements.

The board will continue policy discussion on February 24, 2023 at 8:30 am during the special meeting.

Motion by Tim Van Zee seconded by Patricia Welsh to certify election officers. Motion carried. Darrel Armstrong: yes, Tim Van Zee: yes, Amy Stanley: yes, Adam Hayward: yes, Duane Duncan: yes, Patricia Welsh: yes

President Armstrong noted that SP hosts District D1-6 Speech contest on March 6 so there will be no school. No action was taken.

The cell phone policy item was tabled.

There was discussion about 2023-24 Special Education contracts from ESU #16 and McConnell Psychological Services.

ESU #16 2023-24 contract was tabled, the revised contract wasn't received before the meeting.

Motion by Tim Van Zee seconded by Adam Hayward to accept McConnell contract for 2023-24 year. Motion carried.

Duane Duncan: yes, Patricia Welsh: yes, Darrel Armstrong: yes, Tim Van Zee: yes, Amy Stanley: yes, Adam Hayward: yes

Review the minutes.

Motion by Amy Stanley seconded by Adam Hayward to go into executive session to admin contracts and certified negotiated contracts at 8:14 pm. Motion carried.

Duane Duncan: yes, Adam Hayward: yes, Amy Stanley: yes, Patricia Welsh: yes, Tim Van Zee: yes, Darrel Armstrong: yes

Motion by Amy Stanley seconded by Patricia Welsh to return to regular session after discussion of admin contracts and certified negotiated contracts at 8:50 pm. Motion carried.

Tim Van Zee: yes, Darrel Armstrong: yes, Adam Hayward: yes, Patricia Welsh: yes, Duane Duncan: yes, Amy Stanley: yes

Motion by Duane Duncan seconded by Adam Hayward to to approve admin contracts as presented. Motion carried.

Amy Stanley: yes, Patricia Welsh: yes, Tim Van Zee: yes, Darrel Armstrong: yes, Duane Duncan: yes, Adam Hayward: yes

Motion by Adam Hayward seconded by Tim Van Zee to adjourn the meeting at 8:52 pm. Motion carried.

Duane Duncan: yes, Amy Stanley: yes, Tim Van Zee: yes, Adam Hayward: yes, Darrel Armstrong: yes, Patricia Welsh: yes

The meeting was adjourned at 8:52 PM.

Tim Van Zee, Secretary

MINUTES OF BOARD OF EDUCATION
South Platte School District #95
Special Board Meeting February 24, 2023 8:30 AM

The Special Board Meeting of the board was called to order at 8:30 AM by President Darrel Armstrong with board members: **Present:** Darrel Armstrong, Adam Hayward, Amy Stanley, Tim Van Zee, Patricia Welsh, **Absent:** Duane Duncan. Also present were Superintendent David Spencer, Principal Nick Brost and Business Manager Lisa Wilson. Notice of the meeting was published in the Keith County News and available at the office.

The Pledge of Allegiance was recited and President Armstrong made note of the Open Meetings Act poster that is on display in the meeting room. Secretary Van Zee made notice of meeting publication.

Discuss board policies.

Review the minutes.

Motion by Adam Hayward seconded by Amy Stanley to adjourn the meeting at 11:45 am.

Motion carried.

Amy Stanley: yes, Darrel Armstrong: yes, Adam Hayward: yes, Patricia Welsh: yes, Duane Duncan: yes, Tim Van Zee: yes

The meeting was adjourned at 11:45 AM.

Tim Van Zee, Secretary

Activity Fund Balance Report - Summary - Include Encumbrances

02/2023 - 02/2023
Regular; Beginning Month 02/2023; Processing Month 02/2023; Accounts to Include Accounts with Activity; Active Chart of Account Number True; Fund Number 05

Fund: 05 STUDENT ACTIVITY FUND								
Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
05 704 1000	ATHLETICS	31,445.80	8,309.97	6,666.58	0.00	0.00	0.00	29,804.41
05 704 1010	CHEERLEADERS	224.59	718.94	486.94	0.00	0.00	0.00	(7.41)
05 704 1030	JH ATHLETIC FUND - MEMORIAL MONEY	3,530.00	0.00	0.00	0.00	0.00	0.00	3,530.00
05 704 3010	ART CLUB	243.84	0.00	0.00	0.00	0.00	0.00	243.84
05 704 3020	CROSS COUNTRY	697.67	0.00	0.00	0.00	0.00	0.00	697.67
05 704 3025	GOLF TEAM	371.42	0.00	0.00	0.00	0.00	0.00	371.42
05 704 3030	JR. HIGH BASKETBALL	53.63	0.00	135.00	0.00	0.00	0.00	188.63
05 704 3035	BOYS BASKETBALL TEAM	509.61	486.39	2,189.90	0.00	0.00	0.00	2,213.12
05 704 3037	GIRLS BASKETBALL TEAM	(265.45)	126.00	0.00	0.00	0.00	0.00	(411.45)
05 704 3040	SPEECH	1,202.95	5.33	0.00	0.00	0.00	0.00	1,197.62
05 704 3045	FOOTBALL TEAM	5,526.24	0.00	0.00	0.00	0.00	0.00	5,526.24
05 704 3047	VOLLEYBALL TEAM	1,241.69	0.00	902.22	0.00	0.00	0.00	2,143.91
05 704 3050	FFA	25,794.52	399.33	0.00	0.00	0.00	0.00	25,395.19
05 704 3060	TRACK	1,383.97	0.00	0.00	0.00	0.00	0.00	1,383.97
05 704 3065	UNIFIED BOWLING	1,827.61	0.00	0.00	0.00	0.00	0.00	1,827.61
05 704 3080	FBLA	1,155.00	0.00	0.00	0.00	0.00	0.00	1,155.00
05 704 3090	QUIZ BOWL	365.67	0.00	0.00	0.00	0.00	0.00	365.67
05 704 4020	CLASS OF 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 704 4040	CLASS OF 2024-JUNIORS	4,871.68	0.00	0.00	0.00	0.00	0.00	4,871.68
05 704 4070	CLASS OF 2027-8TH GRADE	338.25	0.00	0.00	0.00	0.00	0.00	338.25
05 704 4075	CLASS OF 2028- FRESHMEN	719.35	0.00	0.00	0.00	0.00	0.00	719.35
05 704 4080	CLASS OF 2028- 7TH GRADE	233.58	0.00	0.00	0.00	0.00	0.00	233.58
05 704 4081	CLASS OF 2023 - SENIORS	1,055.42	100.00	628.01	0.00	0.00	0.00	1,583.43
05 704 4080	CLASS OF 2025-SOPHOMORES	1,857.32	0.00	0.00	0.00	0.00	0.00	1,857.32
05 704 5010	MUSIC	1,370.36	0.00	0.00	0.00	0.00	0.00	1,370.36
05 704 5020	STUDENT ADVISORY COUNCIL FUND BALANCE	(188.23)	0.00	30.00	0.00	0.00	0.00	(158.23)
05 704 5030	STUCO	3,146.82	733.19	171.30	0.00	0.00	0.00	2,584.93
05 704 5035	AG STUDIES	706.07	0.00	0.00	0.00	0.00	0.00	706.07
05 704 5040	IND ART	11,454.88	0.00	9.00	0.00	0.00	0.00	11,463.88
05 704 5045	ONE ACT	4,517.13	0.00	0.00	0.00	0.00	0.00	4,517.13
05 704 5050	YEARBOOK	4,105.54	0.00	375.00	0.00	0.00	0.00	4,480.54
05 704 5080	LIFESKILLS	3,157.57	0.00	448.29	0.00	0.00	0.00	3,605.86
05 704 5090	FITNESS CENTER	3,595.34	0.00	250.00	0.00	0.00	0.00	3,845.34
05 704 6030	RECYCLE PROGRAM	5,454.88	0.00	0.00	0.00	0.00	0.00	5,454.88
05 704 6040	SPECIAL PROJECTS	10,852.96	625.00	0.00	0.00	0.00	0.00	10,227.96
05 704 8000	BANK CHARGES/INTEREST	363.01	0.00	26.39	0.00	0.00	0.00	389.40
05 704 8050	SCHOLARSHIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund Total: 05		132,900.69	11,504.15	12,320.63	0.00	0.00	0.00	133,717.17

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
8478	02/08/2022	X			JONEGRAN	Grant Jones	174.00
8747	12/08/2022	X			OGALLALAHS	OGALLALA HIGH SCHOOL	200.00
8764	01/12/2023	X			HEMINGFORD	HEMINGFORD HIGH SCHOOL	90.00
8766	01/12/2023	X			LEECODY	CODY LEE	174.00
8770	01/12/2023	X			CASHWA	Cash-Wa Dist.	76.22
8776	01/23/2023	X			MIKENAMUTH	MIKE NAMUTH	175.00
8778	01/23/2023	X			LEECODY	CODY LEE	175.00
8783	01/31/2023	X			SUTHERLAND	SUTHERLAND HIGH SCHOOL	42.00
8784	01/31/2023	X			LOUS	Lou's Sporting Goods	87.72
8785	01/31/2023	X			CHUCKCHRIS	CHUCK CHRISTENSEN	160.00
8786	01/31/2023	X			MEYERRICK	RICK MEYER III	160.00
8787	01/31/2023	X			VINTBARN	Vintage Barn Door Blooms	210.00
8788	01/31/2023	X			CHRISGEARY	CHRIS GEARY	228.00
8789	01/31/2023	X			PERKINSCOH	PERKINS COUNTY HIGH SCHOOL	136.00
8790	01/31/2023	X			JOSTENS	Jostens	896.00
8791	01/31/2023	X			SPADCAND	Candace Spady	41.00
8792	01/31/2023	X			LOGOZ	LOGOZ LLC	336.00
8793	01/31/2023	X			FOSTDEBR	Debra Foster	156.25
8794	01/31/2023	X			MISTRICH	MISTY RICHARDS	80.00
8795	01/31/2023	X			SOUTHPLATT	SOUTH PLATTE SCHOOLS	232.80
8796	02/06/2023	X			VALENTINO	VALENTINO'S PIZZA	625.00
8797	02/06/2023	X			PEPSI	PEPSI COLA OF WESTERN NEBRASKA	151.93
8798	02/06/2023	X			SYLVESTER	KATHERINE SYLVESTER	5.33
8799	02/06/2023	X			LOUS	Lou's Sporting Goods	360.70
8800	02/10/2023	X			LOUS	Lou's Sporting Goods	81.80
8801	02/10/2023	X			VINTBARN	Vintage Barn Door Blooms	387.00
8802	02/10/2023	X			TURNERBREN	BRENT TURNER	173.00
8803	02/10/2023	X			JOSHSEXSON	JOSH SEXSON	173.00
8804	02/10/2023	X			COLE	SHAWN COLE	173.00
8805	02/10/2023	X			MISTYRICHA	MISTY RICHARDS	75.00
8806	02/10/2023	X			NPHS	NORTH PLATTE HIGH SCHOOL	49.00
8807	02/10/2023	X			CHELEENR	RYAN CHELEEN	25.00
8808	02/10/2023	X			ROBERTSTAN	ROBERT STANLEY	475.00
8810	02/10/2023	X			MATHAMAN	Amanda Mathis	386.00
8813	02/14/2023	X			TURNERBREN	BRENT TURNER	104.00
8815	02/14/2023	X			CHUCKCHRIS	CHUCK CHRISTENSEN	170.00
8816	02/14/2023	X			CHRISGEARY	CHRIS GEARY	170.00
8817	02/14/2023	X			FERGUSON	MATTHEW FERGUSON	104.00
8820	02/20/2023	X			KNIGHTWATC	KNIGHT WATCHERS BOOSTER CLUB	351.39
8823	02/20/2023	X			CAMERONM	CAMERON MILLER	174.32
8825	02/20/2023	X			COZADHS	COZAD HIGH SCHOOL	50.00
8826	02/20/2023	X			MISTYRICHA	MISTY RICHARDS	75.00
8827	02/20/2023	X			LOGOZ	LOGOZ LLC	430.00
8828	02/20/2023	X			OGALLALAHS	OGALLALA HIGH SCHOOL	49.00

Check Type Total: Check Count: 44 Void Total: 0.00 Total without Voids: 8,648.46

Checking Account Total: 5 Count: 44 Void Total: 0.00 Total without Voids: 8,648.46

Grand Total: Count: 44 Void Total: 0.00 Total without Voids: 8,648.46

<u>Receipt Number</u>	<u>Received From ID/Name</u>	<u>Receipt Date</u>	<u>Description</u>	<u>Receipt Key</u>	<u>Amount</u>
		02/01/2023	SR CLASS/YEARBOOK	800	853.01
		02/10/2023	FITNES CENTER/STS	801	159.00
		02/12/2023	BB GATE - CREEK VALLEY	802	229.00
		02/13/2023	GATE- GBB MAC #1	803	515.00
		02/13/2023	JH MAC BB GATE	804	741.00
		02/13/2023	BBB BRISKET MEAL	805	770.00
		02/03/2023	CHEER/GATE/SAC/GBB	806	914.69
		02/14/2023	GBB SUBS #1/YEARBOOK ADS	807	956.00
		02/17/2023	GBB SUBDIST #2	808	858.00
		02/20/2023	GBB-PARENTS NIGHT FLOWERS	809	117.00
		02/17/2023	BBB PARENTS NIGHT FLOWERS, WREST. DIST	810	202.61
		02/21/2023	CHEER FUNDRAISER	811	405.25
		02/22/2023	FITNESS CENTER/CONCESSIONS	812	2,852.77
		02/27/2023	DIST LIVEFEED GBB/BBB	813	150.00
		02/28/2023	VENDING - STUCO	814	171.30
		02/27/2023	FITNESS CENTER/BBB	815	262.64
		02/27/2023	BOOK FAIR	816	2,136.97
		02/28/2023	INTEREST - FEB	817	26.39
				Report Total:	<u>12,320.63</u>

Batch Description: ACTIVITY FUND RECON 2.2023 Processing Month: 02/2023
Checking Account: 5 STUDENT ACTIVITY CHECKING

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	02/01/2023	141,539.35

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
8189	MEGAN JERABEK	02/28/2021	150.00
8247	HOMESTEAD PUMPKIN PATCH	04/13/2021	132.00
8592	MIDWEST ELITE BB	05/19/2022	100.00
8722	JEANNE GENTRY	11/29/2022	232.00
8748	KATHY MOORHEAD	12/08/2022	100.00
8756	WALLACE PUBLIC SCHOOL	01/09/2023	60.00
8772	ETHAN REICHMAN	01/13/2023	112.50
8782	NE SCIENCE OLYMPIAD	01/23/2023	250.00
8809	JORDYN KOENEN	02/10/2023	450.00
8811	RICK MEYER	02/14/2023	104.00
8812	CODY LEE	02/14/2023	104.00
8814	RICK MEYER	02/14/2023	170.00
8818	TEAM LEADER	02/20/2023	628.94
8819	JENNIFER BLOCHOWITZ	02/20/2023	225.01
8821	MINUTEMAN ACTIVITIES CONFERENCE	02/20/2023	942.00
8822	NSAA	02/20/2023	541.00
8824	COZAD HIGH SCHOOL	02/20/2023	45.00
8829	GERING HIGH SCHOOL	02/20/2023	35.00
8830	OSHKOSH CLEANERS	02/20/2023	100.00
8831	MULLEN HIGH SCHOOL	02/21/2023	702.50
8832	Scholastic, Inc	02/27/2023	2,136.97
8833	TROY UNZICKER	02/27/2023	350.00
8834	PEPSI COLA OF WESTERN NEBRASKA	02/27/2023	151.26
		Total:	<u>7,822.18</u>

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
141,539.35	(7,822.18)	133,717.17	133,717.17	0.00

Cleared Automatic Payment Total:
 Cleared Checks Total: 8,648.46
 Cleared Direct Deposit Total:
 Cleared Void Total:
 Cleared Cash Receipt Total: 12,320.63
 Cleared Manual Journal Entries Total:
 Cleared Sales Journal Total:

South Platte Schools Treasurer's Report
January Expenses 2023 - Meeting February 13, 2023

Name of Account	Feb-22	Feb-23	Jan-23
General Fund(ABT)			
Beginning Balance	\$1,258,836.22	\$2,785,694.48	\$2,439,577.81
Interest on Checking	\$45.06	\$512.77	\$287.51
Garden Co. Taxes	\$2,817.50	\$3,042.14	\$947.45
Perkins Co. Taxes	\$30,378.41	\$41,521.56	\$29,647.11
Keith County Taxes	\$144,360.46	\$135,012.55	\$374,788.00
Deuel County Taxes	\$97,696.81	\$85,162.30	\$146,775.04
Co. Fines/Licenses			
Local License Fees			\$20.00
Lunch Reimbursement	\$12,095.88	\$11,201.49	\$8,820.55
Pro Rata Motor Vehicles			
Spec. Ed Payment	\$18,176.00	\$22,926.00	\$25,176.00
Tuition Reimbursement			
Title 1 Reimbursement			
Title IV			
State Apportionment	\$19,447.82		
STATE AID	\$40,219.00	\$63,636.00	\$63,636.00
ESSER/Cares Act			
Interfund Transfer(Activity/Blding)			\$42,590.00
State of Ne-High Ability Learners			
Insurance Claim Receipts			
Medicaid Receipts			
Other State Receipts			
ESU Receipts	\$90.00		120.00
Sale of Junk			
High Ability			
Misc. Receipts	\$2,497.08	\$30.49	\$20.30
Total Receipts	\$367,824.02	\$363,045.30	\$692,827.96
Total Disbursements	\$339,994.43	\$331,995.48	\$346,711.29
General Fund End. Balance (ABT)	\$1,286,665.81	\$2,816,744.30	\$2,785,694.48
Building Fund (ABT) 493			
	\$243,849.98	\$225,442.50	\$221,452.03
Depreciation Fund (ABT) 458			
	\$279,086.47	\$281,165.01	\$280,791.19
Bond Account (ABT) 549			
	\$223,778.41	\$227,757.24	\$194,197.52
Employee Flex Spending (ABT)			
	\$2,516.98	\$10,494.24	\$8,693.58
Savings Account (CFB)			
	\$214,142.54	\$216,036.14	\$215,872.90
CD # 2357			
	\$250,000.00	\$250,000.00	\$250,000.00
Unemployment Svgs (CFB)			
	\$29,713.79	\$29,814.15	\$29,793.91
Employee Benefit (CFB)			
	\$6,618.33	\$6,793.15	\$7,311.79
Activity Fund (CFB)			
	\$161,361.46	\$132,900.69	\$132,900.69
Lunch Fund (CFB)			
	\$11,060.57	\$33,231.76	\$45,816.77
Total Funds All Accounts			
	\$2,708,794.34	\$4,230,379.18	\$4,172,524.86
Fund Distrubution - CFB			
	\$672,896.69	\$668,775.89	\$681,696.06
	AB&T \$2,035,897.65	\$3,561,603.29	\$3,490,828.80
General Fund Expenditures for Feb 2023			
General Fund Checks	\$63,049.44		
Net Payroll (DD/Cks/Liab)	\$280,702.96		
Subtotal:	\$343,752.40		
Less: Hot Lunch Payroll	\$11,756.92		
Net General Fund Expenses	\$331,995.48		

230315NutritionPayroll.GeneralLedgerDistributionReportSummary

South Platte Public Schools										Page: 1	
03/07/2023 2:49 PM											
General Ledger Distribution Report - Summary										User ID: LAW	
Batch Description:										03/2023	
Fund: 01		GENERAL FUND			Processing Month:						
Chart of Account Number	Transaction Description	Debit	Credit	Net Change	Nutrition Fund Acct						
01 2190 110 001	PR Salary Expense	3,411.50	0.00	3,411.50	Reg Salaries						
01 2190 110 002	PR Salary Expense	3,411.50	0.00	3,411.50	6,823.00	06 3100 110 000					
01 2190 130 001	PR Salary Expense	929.27	0.00	929.27	Salaries OT						
01 2190 130 002	PR Salary Expense	929.25	0.00	929.25	1,858.52	06 3100 130 000					
01 2190 210 001	PR Deduction Expense	761.24	0.00	761.24	Insurance Health						
01 2190 210 002	PR Deduction Expense	761.24	0.00	761.24	1,522.48	06 3100 210 000					
01 2190 220 000	PR Tax Expense	2.25	0.00	2.25							
01 2190 220 001	PR Tax Expense	332.74	9.56	323.18	FICA						
01 2190 220 002	PR Tax Expense	332.73	9.57	323.16	648.59	06 3100 220 000					
01 2190 230 001	PR Deduction Expense	319.17	0.00	319.17							
01 2190 230 002	PR Deduction Expense	319.17	0.00	319.17	Retirement						
01 2190 231 001	PR Deduction Expense	109.61	0.00	109.61							
01 2190 231 002	PR Deduction Expense	109.60	0.00	109.60	857.55	06 3100 230 000					
01 2190 290 000	PR Salary Expense	29.35	0.00	29.35	ST/LT Disab						
01 2190 290 001	PR Salary Expense	8.71	0.00	8.71	Other Benef/Ins.Ded						
01 2190 290 002	PR Salary Expense	8.72	0.00	8.72	46.78	06 3100 290 000					
	01	\$ 11,776.05	19.13	\$ 11,756.92	\$ 11,756.92						
Nutrition Fund Reimbursement Payroll to General Fund											
March, 2023 Wages											

Checking Account ID: 1

Check Type: Automatic Payment

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
9136784	03/15/2023				AFLAC	AFLAC	1,164.82
9136785	03/15/2023				AFLACMO	AFLAC-10MO Account	124.49
9136786	03/15/2023				COLONIAL	Colonial Life	200.96
9136787	03/15/2023				EFTPS	Electronic Federal Tax Payment System	40,766.78
9136788	03/15/2023				2HMAUTO	Horace Mann Insurance Company	554.31
9136789	03/15/2023				HORACE	Horace Mann Life Ins. Co.	225.00
9136790	03/15/2023				BCBS	NE Blue Cross Blue Shield	55,148.17
9136791	03/15/2023				RET	Nebraska School Retirement Syst (NPERS)	35,866.68
9136792	03/15/2023				PRINCIPAL	Principal Life Insurance Co.	1,344.09
9136793	03/15/2023				VISIONCAR	Vision Care Direct	543.70
Check Type Total:		Automatic Payment		Void Total:		0.00	Total without Voids: 135,939.00

Checking Account ID: 1

Check Type: Check

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
137665	03/15/2023				CREDITMANA	Credit Management Services, Inc.	213.98
137666	03/15/2023				USDEPTREAS	US Department of the Treasury	177.08
Check Type Total:		Check		Void Total:		0.00	Total without Voids: 391.06

Checking Account ID: 1

Check Type: Direct Deposit

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
1229	03/15/2023				SPFLEX	South Platte Flexible Spending	3,092.04
Check Type Total:		Direct Deposit		Void Total:		0.00	Total without Voids: 3,092.04
Checking Account Total: 1				Void Total:		0.00	Total without Voids: 139,422.10
Grand Total:				Void Total:		0.00	Total without Voids: 139,422.10

Check Register by Checking Account

Checking Account ID: 1

Check Type: Automatic Payment

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
9136794	03/13/2023				AMAZCAPITA	Amazon Capital Services, Inc	2,273.90
9136795	03/13/2023				BHENERGY	Black Hills Energy	6,710.41
9136796	03/13/2023				NORTHCAPIT	Northern Tool Blue Tarp	39.99
9136797	03/13/2023				CARDSERV	Card Service Center	729.93
9136798	03/13/2023				NPPD	NPPD (Nebraska Public Power District)	2,844.98
9136799	03/13/2023				NPPDMLBRY	NPPD MLBRY Acct	64.28
9136800	03/13/2023				NPPDPLUM2	NPPD Plum 2 Acct	47.37
9136801	03/13/2023				SINCLAIR	Sinclair Oil Corp.	300.00
9136802	03/13/2023				WALMART	Walmart Business: Capital ONE Online	619.97
Check Type Total:		Automatic Payment		Void Total:	0.00	Total without Voids:	13,630.83

Checking Account ID: 1

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
137667	03/13/2023				BSTT	Big Springs Truck and Travel	2,600.80
137668	03/13/2023				BLICKART	Blick Art Materials	820.41
137669	03/13/2023				CASHWA	Cash-Wa Dist.	1,022.98
137670	03/13/2023				CENTLINK	Century Link	656.09
137671	03/13/2023				COMMBANK	Community First Bank	40.00
137672	03/13/2023				DEAVERTIRE	Deaver Tire Company	1,882.00
137673	03/13/2023				DEMCO	Demco Inc.	108.28
137674	03/13/2023				ECOLAB	Ecolab	62.96
137675	03/13/2023				WORDWARE	EduTrack, LLC	1,775.98
137676	03/13/2023				ELOGIC	E-Logic	479.00
137677	03/13/2023				ESU16	ESU 16	13,448.05
137678	03/13/2023				LINEWIZE	Family Zone, Inc.	2,223.60
137679	03/13/2023				FOLLSCHO	Follett School Solutions, Inc.	802.23
137680	03/13/2023				FRENCHMANV	Frenchman Valley Coop	24.25
137681	03/13/2023				IDEAL	Ideal Linen Supply	388.95
137682	03/13/2023				KCN	Keith Co. News	6.10
137683	03/13/2023				MIDAMERICA	Midamerica Books	164.67
137684	03/13/2023				MARC	Mid-American Research	319.08
137685	03/13/2023				NEBSTAFIRE	Nebraska State Fire Marshall Agency	180.00
137686	03/13/2023				OFFICE	Office Service, Inc.	94.33
137687	03/13/2023				ORIENTAL	Oriental Trading Co.	234.99
137688	03/13/2023				MEDCO	Performance Health Supply	69.95
137689	03/13/2023				RLAWN	R Lawn LLC	9,970.73
137690	03/13/2023				RUDYS	Rudy's GTO	30.16
137691	03/13/2023				SW	S & W Auto Supply	228.12
137692	03/13/2023				SPBENEFIT	SP Benefit Fund	520.00
137693	03/13/2023				TOWNCOUNTR	T & K Tire Inc	3,087.04
137694	03/13/2023				TEADISCOVE	Teacher's Discovery	80.89
137695	03/13/2023				USPOBS	US Postmaster-Big Springs	290.00
137696	03/13/2023				VERIZON	Verizon Wireless	246.94
137697	03/13/2023				WARDSCIENC	Ward Science	199.25
137698	03/13/2023				WIEST	Wiest Hardware	125.55
Check Type Total:		Check		Void Total:	0.00	Total without Voids:	42,183.38

Checking Account ID: 1

Check Type: Direct Deposit

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
1176	03/09/2023				DEVRLAUR	Laura DeVries	1,397.23
1234	03/13/2023				JWPEPPER	JWPepper	255.93
1235	03/13/2023				EAKESOFFIC	Eakes, Inc/dba Eakes Office Solutions	989.66
1236	03/13/2023				EINSGLAD	Gladys Einspahr	44.54
1237	03/13/2023				HEALTHQFL	HealthEquity - Wage Works, Inc. (FLEX-125 PLAN)	164.00
1238	03/13/2023				HOMETOWN	Hometown Leasing	2,514.43
1239	03/13/2023				HUFFKACE	Kacey Huff	299.00
1240	03/13/2023				JACOBETH	Bethany Jacobs	50.64

Check Register by Checking Account

Checking Account ID: 1 Check Type: Direct Deposit

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
1241	03/13/2023				KSB	KSB School Law	915.00
1242	03/13/2023				MOORDENI	Denise Moorhead	550.00
1243	03/13/2023				RICHSHAN	Shane Richards	62.24
1244	03/13/2023				SCHESTEP	Stephanie Scherbarth	590.81
1245	03/13/2023				SCHNDARC	Darci Schneider	119.45
1246	03/13/2023				SPENDAVI	David Spencer	153.27
1247	03/13/2023				VILLAGEBS	Village Of Big Springs	495.60
1248	03/13/2023				WILSLISA	Lisa Wilson	30.66
Check Type Total:		Direct Deposit			Void Total:	0.00	Total without Voids: 8,632.46
Checking Account Total:		1			Void Total:	0.00	Total without Voids: 64,446.67

Checking Account ID: 3 Check Type: Check

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
3057	02/03/2023				VENELOPE	Venelope & Bro's Food Palace	118.00
3058	02/21/2023				HAPPYJACKS	Happy Jacks BBQ	520.00
Check Type Total:		Check			Void Total:	0.00	Total without Voids: 638.00
Checking Account Total:		3			Void Total:	0.00	Total without Voids: 638.00
Grand Total:					Void Total:	0.00	Total without Voids: 65,084.67

NEBRASKA COMMISSION OF INDUSTRIAL RELATIONS

SOUTH PLATTE EDUCATION)
ASSOCIATION, an Unicorporated)
Association,)
Petitioner,)
v.)
SCHOOL DISTRICT NO. 25-0095 OF)
DEUEL COUNTY, NEBRASKA, a/k/a)
SOUTH PLATTE PUBLIC SCHOOLS,)
a Political Subdivision of the State of)
Nebraska,)
Respondent.)

Case No. 1539
Rep. Doc. No. 577
CERTIFICATION ORDER

NEBRASKA COMMISSION
OF INDUSTRIAL RELATIONS
FILED

MAR 09 2023

CLERK

This matter comes before the Commission pursuant to the Commission's Rules, following the Report of Election entered on March 01, 2023. The Commission finds that more than five business days have elapsed since the Report of Election was filed and no objections to said report have been filed. The Commission finds that South Platte Education Association, an Unicorporated Association should be certified as the exclusive collective bargaining agent for the following bargaining unit.

The positions of Teacher, Librarian, and Guidance Counselor.

IT IS THEREFORE ORDERED that South Platte Education Association, an Unicorporated Association be and hereby is certified as the exclusive collective bargaining agent for the bargaining unit described above.

Entered March 9, 2023.

NEBRASKA COMMISSION OF INDUSTRIAL RELATIONS

Patricia L. Vannoy, Commissioner

By Ashlea R. Whitney
Ashlea R. Whitney, Clerk

2023-2024 Teacher Negotiated Agreement

PREAMBLE

This agreement is made and entered into on 13th day of February, 2023 by and between the Board of Education of School District #95 of South Platte Schools in the County of Deuel, in the State of Nebraska, (hereinafter referred to as the "Board") and the South Platte Education Association (hereinafter referred to as the "Association") for the school year 2023-2024 (hereinafter referred to as "contract year").

ARTICLE I

Collective Bargaining Unit

The Board recognizes the Association as the exclusive and sole collective negotiating representative for all certificated teachers employed by the district, excluding administration, so long as the association continues to represent a majority of the teachers.

ARTICLE II

Association Rights

- (a) Use of Facilities - The Board and the Association agree that the South Platte Education Association may use the facilities of District #95 free of charge, for the purpose of conducting business concerning the South Platte Education Association.
- (b) Supplies - The Board and the Association agree that the South Platte Education Association may use the supplies, within a reasonable amount, for the purpose of transacting the Association's business. (Examples: paper, duplication machines, mailboxes, telephone, with the charges to be paid by the Association, bulletin boards in lounge, and the daily school bulletin for announcements.)

ARTICLE III

South Platte PTO

1. At the beginning of each school year each Certified full-time, or prorated part-time FTE, certified employee, shall be credited with 13 days of paid time off. Any unused PTO at the end of the year will transfer to a personal sick leave bank cumulative to 40 days.
2. PTO days may be pre-planned for anytime during the year.
3. At the beginning of each school year, probationary teachers may contribute one (1) PTO day to a common sick leave bank to be administered by the teacher association.
4. The Personal Sick leave bank can only be used for medical reasons/appointments of an employee, spouse, children, step-children, parents, grandparents, aunts, uncles, sisters and brothers. Personal sick leave may also be used for bereavement leave. PTO days must be used completely before using days from the personal sick leave bank.
5. Once staff members have accumulated 40 days of sick leave, they will be compensated for their unused PTO at the end of the school year at ½ the daily sub rate.

2023-2024 Teacher Negotiated Agreement

6. Staff members/estate will be compensated for their unused sick leave when they leave/retire or an untimely death from South Platte Schools and have served South Platte for more than 10 years. Compensation will only consist of the number of days that the employee has saved in their personal sick bank, up to 40 days, and at the rate of the current substitute rate.

7. 10 Pandemic Leave Days

- a. 10 days Pandemic Leave if a teacher is required to quarantine due to close contact or positive pandemic disease test (per the current health DHM).
- b. These days are only to be used ONCE per teacher per school year
- c. These days are not taken from the teacher's current sick days OR the SPEA sick bank.
- d. Days past the 10 Pandemic Leave Days will be taken from the teacher's personal sick days.
- e. If a federal or state reimbursement program is applicable, it will take precedence over South Platte's Pandemic Leave Days.

ARTICLE IV

Sick Leave Bank

At the beginning of each school year each teacher may contribute one (1) PTO day to a common sick leave bank to be administered by the Association. Tenured teachers can voluntarily contribute one day if the Sick Bank needs to be replenished. Contributing teachers who have exhausted $\frac{3}{4}$ of their own accumulated sick days may make withdrawals, as determined by the Association, from the common bank, provided that there are sufficient days available in the bank.

- A. The sick leave bank will begin during the 1997-1998 school year.
- B. Probationary teachers could draw twice the number of days put in.
1st year-2
2nd year-4
3rd year-6

Teachers who have donated at least four days to the sick leave bank become eligible to withdraw from the bank above the number of days allotted to probationary teachers who have donated days to the bank as stated in item B. Teachers who choose not to donate to the bank are not eligible to use any sick leave bank days.

The amount of withdrawal by any tenured teacher in any given year will not exceed one-half (1/2) of the accumulated days in the sick bank for the year.

- C. These sick leave bank days would be available to a teacher upon written request to the superintendent, president of the local association and a doctor's affidavit.
- D. The concept of the sick leave bank exists to assist the individual suffering a prolonged illness or injury shall always remain the primary guiding concept in all activities related to the administration or the utilization of the program.

2023-2024 Teacher Negotiated Agreement

- E. The days of sick leave granted from the sick leave bank are intended solely for the illness of the certified staff person or their immediate family. (Immediate family as defined in the sick leave policy of the negotiated agreement.)
- F. Maternity leave is excluded from the provisions of the sick leave bank plan.
- G. At the end of the school term, as defined in the employee's contract, total days remaining in the Sick Leave Bank will be carried over to the next year, but not greater than 102 days.
- H. The Sick Leave Bank will be maintained, controlled and recorded by the teacher's association and reported to the superintendent upon request.
- I. Failure on the part of the Teacher's Association to adequately maintain clear and concise records of this Sick Leave Policy will cause such policy to become null and void.
- J. If such policy becomes null and void, then donated days will be dispersed equally to the teachers contributing.
- K. Sufficient days will be removed from the Sick Leave Bank to allow for the additional days by probationary and tenured teachers to become full members of the bank.
- L. Any remaining sick days of a teacher who has withdrawn days from the Sick Bank at the end of the same school year will be required to donate those days back to the Sick Bank. They will then start the new school year with the number of sick days allowed in the negotiated agreement. If a teacher retires at the end of the school year that they use Sick Bank days, those days would be returned to the Sick Bank not paid out to the teacher.

ARTICLE V

Health and Accident Insurance

The Board agrees to provide Health and Accident Insurance for the teachers covered by this Agreement by means of the payment of monthly premiums as issued by the Nebraska Blue Cross-Blue Shield and as so covered by the Blue Preferred \$1,050 Deductible or the \$3,800 deductible HSA-Eligible (Dual Choice Option) for the teachers of Deuel County #95. That said coverage shall be as follows:

1. Full dollar amount of the premiums for a single policy for the contract year for teachers who so desire the coverage of a Single Coverage Policy, including single dental coverage. "PPO –100% Coverage A, 75% Coverage B, 50% Coverage C-Option 2."
2. Full dollar amount for Employee-Spouse, Employee-Children or Family Coverage Policy for the contract year for teachers who so desire the coverage of Employee-Spouse, Employee-Children, or a Family Policy, including dental coverage for the subscriber only. Dental insurance for the rest of the family may be purchased by the teachers who desire this coverage. "PPO –100% Coverage A, 75% Coverage B, 50% Coverage C-Option 2."
3. If the district employs spouses, who are eligible to enroll in the district's health insurance, the district will either provide single insurance to both employees or one employee-spouse or one employee-family plan.
4. The first \$550 of the annual \$1,050 deductible will be paid by the district. Single, Employee-Spouse, Employee-Children, or Family policies may receive \$550 towards deductible. To receive this benefit, the BCBS Explanation of Benefits (EOB) showing deductible amounts dated January 1 to December 31 must be turned in no later than 90 days after the December 31st ending date.

2023-2024 Teacher Negotiated Agreement

5. In addition, where both husband and wife are employed by the district, the Board shall provide family dental coverage, "PPO –100% Coverage A, 75% Coverage B, 50% Coverage C-Option 2."

ARTICLE VI

Professional Leave

The Board and the Association agree that the Professional Leave Policy for teachers covered by this Agreement shall be set forth below:

1. That three (3) school calendar days are granted for Professional Leave per contract year.
2. That request for Professional Leave be made at least seventy-two (72) hours in advance and be approved by the building administrator.
3. Those days taken as Professional Leave are to improve instruction of the teacher by observing excellent teachers and /or observing new methods and techniques.
4. That Professional Leave is not accumulative, but shall be administered per each contract year.
5. That any days used at the administration request will not count as professional days against the three available to the teacher as listed in Article III Section 1.
6. Professional leave is not to be granted immediately prior to, nor immediately following vacation periods unless prior permission is granted by administration.

ARTICLE VII

Disability Insurance

The Board agrees to provide Disability Insurance for the teachers covered by this agreement. This plan shall guarantee after a thirty (30) day waiting period, sixty-six and two-thirds percent (66 2/3%) of the current year's gross salary and Blue Cross/Blue Shield premium. The district will add the monthly cost of the premium to each staff member's salary each month. The district shall then deduct the insurance premium plus taxes from each staff member's salary each month.

ARTICLE VIII

Salary Schedule

The Board and the Association agree that the Salary Schedule for the teachers covered by this Agreement for the year shall be set forth below and in Appendix 1:

1. That the base salary for determining the annual contract amount be \$37,700 for the contract year.
2. That the Vertical Index for the Salary Schedule shall be five (5) percent of the initial base salary for each vertical step so listed on the existing Salary Schedule.
3. That a Horizontal Index Increment of one and one-third percent of the initial base salary be given as further adjustment of and to a teacher's salary for each additional three (3) hours of satisfactory completion of graduate work in assigned teaching field provided that minimum requirements for teaching that subject have been met previously. This shall be prior to said teacher's achieving placement on the next immediate horizontal step so listed on the existing Salary Schedule.
4. New teachers into the district can be granted earned past teaching experience up to thirteen (13) years that puts them on Step 12.

2023-2024 Teacher Negotiated Agreement

5. For teachers placed MA plus 18 on the salary schedule, those classes that are required to be taken by the district will be compensated for, in an amount equal to the tuition cost of the class. This amount will be paid to the teacher on completion of the class.

ARTICLE IX

Teacher Assignments

The Board and the Association agree that the Teacher Assignments for the contract year be set forth as follows:

1. That said teacher shall be informed of his/her probable teaching duties and class assignments no later than July 1st preceding next contract year. After July 1, if teaching duties or assignments must be altered, the teacher must be notified immediately of change and reasons for the changes.
2. There shall be a total of 184 days for the calendar year, this shall include up to 180 teaching days and four (4) in-service days.

ARTICLE X

Extra Duty Pay

The Board and the Association agree that the Extra Duty Pay Schedule for the teachers covered by this Agreement shall be as set forth below:

1. That payments for extra duties and/or extracurricular activity assignments be as listed on the Extra Duty Schedule for the contact year. (See Appendix 2)
2. That a teacher be paid \$10.00 each time he/she uses a planning period to cover/supervise another teacher's class.

ARTICLE XI

Grievance or Complaint Policy

The Board and the Association agree that the Grievance and or Complaint Policy for the teachers covered by this Agreement shall be as set forth below:

GRIEVANCE: A grievance shall mean a written allegation by an employee holding a valid Nebraska teaching certificate of violation/violations of any of the terms or conditions of an employment agreement, individual or collective, between the school district and its certificated employees.

COMPLAINT: A Complaint shall mean any dispute relating to all matters not constituting terms or conditions of employment under an employment agreement, individual or collective, between the school district and its certificated employees.

- PURPOSE:**
1. To provide for unobstructed communications with respect to alleged grievances.
 2. To reduce potential areas of conflict between teachers and the school district.
 3. To encourage teachers to articulate their concerns about conditions which affect them.
 4. To lead to improved morale among the teachers.

PROCEDURE FOR GRIEVANCE OR COMPLAINT

DEFINITIONS:

1. Grievant shall mean the person/persons, employed by the school district in a teaching capacity and holding a valid Nebraska teaching certificate that allege a grievance. Any such individual or group of such individuals or the local education association may be a grievant. However, all non-certificated employees and all employees holding an administrative endorsement and employed in an administrative capacity shall not be eligible to use this grievance procedure.
2. Interested party shall mean the person or persons alleging a grievance, or any person who might be required to take action, or against who action might be taken, in order to resolve the grievance.
3. Formal Procedure shall mean those steps of this grievance procedure that deal with grievances only. All decisions rendered through the use of the formal procedures shall be in writing, setting forth the decision/decisions and the reason/reasons therefore. All grievances presented in formal procedures shall be in writing.
4. Informal procedure shall mean those steps of this grievance procedure dealing with grievances and complaints. No decisions rendered in informal procedures shall be required to be in writing.

PROCEDURE:

Level I: Informal Procedure

- A. If a certificated employee believes he/she has a grievance or a complaint he/she shall first discuss the matter with his/her principal orally, in an effort to resolve the problem informally.
- B. The Principal shall render his/her decision within three (3) working days after the informal discussion.
- C. If the employee is not satisfied with the decision of the principal he/she shall have the right to have an association representative assist him/her in further informal efforts to resolve the problem, but the employee may represent himself/herself or he/she may select another person to represent him/her.

Level II Formal Procedure

- A 1. If the grievance is not resolved through the informal procedure, if the employee chooses to pursue the matter further, he/she must submit his/her alleged grievance, in writing, to his/her principal. The written grievance shall specify the specific management action or inaction being grieved, the contract article or articles and sections or paragraphs thereof alleged to have been violated, and the specific remedy sought.
2. If the written grievance is not filed within twenty (20) working days after the employee knew, or should have known, of the act of condition on which the grievance is based, and then the grievance shall be deemed waived.
3. The person to whom the alleged grievance has been submitted for decision must, within ten (10) working days, render his/her decision and reasons therefore, in writing, to the grievant.

2023-2024 Teacher Negotiated Agreement

- B
1. If the grievant is not satisfied with the disposition of his/her alleged grievance under Level II, A, then he/she should appeal in writing to the Superintendent of Schools within five (5) working days of receipt of the Level II, A, decision. Within five (5) working days after the receipt of the written appeal, the Superintendent shall meet with the grievant.
 2. An elected and/or designated representative of the local education association may be invited to attend, by either the grievant or the Superintendent, and may participate in any meeting of the Superintendent and the grievant, but such association representatives shall not attend unless invited by one of the parties to such meeting, or unless the association is the grievant.
 3. The Superintendent shall, within five (5) working days after the meeting with the grievant, render his/her decisions and the reasons therefore, in writing, to the grievant.
- C.
1. If the grievant is not satisfied with the Level II, B, disposition of the alleged grievance, the grievant shall file a written appeal and a request for a hearing before the Board of Education within three (3) working days after the receipt of the Level II, B, decision.
 2. At the next regularly scheduled board meeting, the board shall consider such appeal and render a written decision and the reasons therefore within ten (10) working days of such meeting.
 3. At such hearing, the grievant shall be allowed to present his/her alleged grievance, personally, or by his/her representative/representatives legal or organizational. Both the Board and the grievant shall be allowed to call witnesses and present evidence applicable in the courts shall not apply in the board meeting.
 4. A full record (tape recording recommended) of such board hearing shall be kept and made available to the parties involved upon written request.
 5. The board hearing and decision shall constitute the final and binding step in the grievance procedure.

Miscellaneous:

1. It shall be understood and agreed by all parties involved in the resolution of a grievance/grievances through the use of this grievance procedure, that no reprisals of any kind, implied or intended shall be brought against the person/persons involved in resolving a grievance/grievances.
2. The grievant reserves the right to withdraw his/her grievance at any and all levels of the grievance procedure.

2023-2024 Teacher Negotiated Agreement

ARTICLE XII DOCUMENT AUTHORIZATION

Board of Education
Negotiating Committee
School District #95

We do hereby affix our signatures this 13th day of February, 2023.

1. Patricia Welch
2. Timothy
3. Adam Hayward

South Platte Education Association
Negotiating Committee

We do hereby affix our signatures this 13th day of February, 2023.

1. Darci Schneider
2. Candace Spady
3. Trize Deloste

Appendix 2 (effective September 1, 2022)

South Platte Public Schools

2023-2024 Extra Duty Schedule Percent of Base: \$37,700.00

Years (Steps)	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
Head Football - Lane 1	10.0	10.5	11.0	11.5	12.0	12.25	12.5	12.75	13.0	13.25
Head Football (Inexp.) - Lane 2	9.0	10.0	11.0	11.5	12.0	12.25	12.5	12.75	13.0	13.25
Head Volleyball - Lane 3	10.0	10.5	11.0	11.5	12.0	12.25	12.5	12.75	13.0	13.25
Head Volleyball (Inexp.) - Lane 4	9.0	10.0	11.0	11.5	12.0	12.25	12.50	12.75	13.0	13.25
Head Basketball Boys/Girls - Lane 5	11.0	11.5	12.0	12.5	13.0	13.25	13.5	13.75	14.0	14.25
Head Basketball Boys/Girls (Inexp.) - Lane 6	10.0	11.0	12.0	12.5	13.0	13.25	13.5	13.75	14.0	14.25
Head Wrestling Boys/Girls - Lane 7	10.0	10.5	11.0	11.5	12.0	12.25	12.5	12.75	13.0	13.25
Head Wrestling Boys/Girls (Inexp.) - Lane 8	9.0	10.0	11.0	11.5	12.0	12.25	12.5	12.75	13.0	13.25
Head Track Boys/Girls - Lane 9	10.0	10.5	11.0	11.5	12.0	12.25	12.5	12.75	13.0	13.25
Head Track Boys/Girls (Inexp.) - Lane 10	9.0	10.0	11.0	11.5	12.0	12.25	12.50	12.75	13.0	13.25
Asst. Football - Lane 11	7.0	7.5	8.0	8.5	9.0					
Asst. Volleyball - Lane 12	7.0	7.5	8.0	8.5	9.0					
Asst. Basketball Boys/Girls -- Lane 13	8.0	8.5	9.0	9.5	10.0					
Asst. Wrestling - Lane 14	7.0	7.5	8.0	8.5	9.0					
Asst. Track Boys/Girls- Lane 15	7.0	7.5	8.0	8.5	9.0					
Cross Country - Lane 16	7.0	7.5	8.0	8.5	9.0					
Golf - Lane 17	9.0	9.5	10.0	10.5	11.0					
Asst. Golf - Lane 18	7.0	7.5	8.0	8.5	9.0					
Head Bowling - Lane 19	3.0									
Asst. Bowling - Lane 20	2.0									
Jr. High Football - Lane 21	3.6									
Jr. High Volleyball - Lane 22	3.6									
Jr. High Cross Country - Lane 23	2.5									
Jr. High Basketball Boys/Girls - Lane 24	3.6									
Jr. High Track Boys/Girls - Lane 25	3.6									
Jr. High Wrestling Boys/Girls - Lane 26	2.5									
Weightlifting - Lane 27	9.0									
Jr. High Cheer - Lane 28	3.0									
FCCLA - Lane 29	3.5									
FFA - Lane 30	3.5									
FBLA - Lane 31	1.0									
STUCO (2) - Lane 32	1.0									
Quiz Bowl (1) - Lane 33	1.0									
Jr. High Quiz Bowl (1) - Lane 34	.5									
Senior Sponsor (2) - Lane 35	1.0									
Junior Sponsor (3) - Lane 36	1.5									
Sophomore Sponsor (2) - Lane 37	.75									
Freshman Sponsor (2) - Lane 38	.75									
Cheerleading (2) - Lane 39	5.0									
Yearbook (if class in Journalism - Lane 40	3.5									
Yearbook (if no Journalism) - Lane 41	4.5									
All School Play - Lane 42	2.5									
Music - Lane 43	10.0									
Jr. High Honor Society (2) - Lane 44	.5									
Honor Society - Lane 45	.5									
Art Club - Lane 46	1.0									
Jr. High Sponsors (2) - Lane 47	.3									
Speech - Lane 48	6.0	6.5	7.0	7.5	8.0					
Asst. Speech - Lane 49	1.75	2.25	2.75	3.25	3.75					
One - Act Play - Lane 50	6.0	6.5	7.0	7.5	8.0					
Asst. One-Act Play - Lane 51	1.75	2.25	2.75	3.25	3.75					
Activities Director - Lane 52	10.5	11.0	11.5	12.0	12.5	13.0	13.5	14.0	14.5	15.0
State Standards Coordinator - Lane 53	9.25									
Elementary Science Coordinator - Lane 54	6.0									
Distance Learning (Paid/Class)- Lane 55	10.0									

**2023-2024 SPECIAL EDUCATION SERVICE AGREEMENT
EDUCATIONAL SERVICE UNIT NO. 16**

THIS AGREEMENT is entered into by and between Educational Service Unit No. 16 (“ESU”), and South Platte Public Schools (“District”).

In consideration of mutual covenants, the parties agree as follows:

1. **Term.** This Agreement is effective for the 2023-2024 school year which begins on or about August 15, 2023 and shall continue until 12:00 midnight (CST) on or about May 30, 2024, unless terminated earlier as provided by this Agreement or by law.
2. **Payment Terms/Payment Schedule.** The District shall pay for services that the District elects to be made available by the ESU and for services rendered, including those on the terms and payment schedule as set forth in **Exhibit A** which is attached hereto and incorporated herein by this reference. **The parties shall sign Exhibit A.**
3. **Scope of the Contract.** The ESU shall provide and make available to the District the special education services as defined and specified in the exhibits which are attached hereto and incorporated herein.
4. **Acknowledgment.** The parties acknowledge that although state law authorizes the District to contract with the ESU to provide special education programs and support services, state law also indicates that **the District ultimately remains responsible for compliance with state and federal laws and regulations for programs for children with disabilities.**
5. **Termination.**
 - A. Each party may terminate this Agreement on 60 days’ notice if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non defaulting party may authorize in writing. Upon the termination of this Agreement, each party shall promptly return to the other party all papers, materials and other property of the other party then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the other party.

- B. If the ESU is unable to render the services contracted for because it is unable to employ personnel who meet the criteria for employment of the ESU and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the ESU to be valid, the ESU may terminate this contract by providing notice to the District no later than September 1st of the contracted school year. The ESU will not assume liability for those services contracted for but not provided.
6. **Indemnification.** The parties agree to indemnify, defend, and hold each other harmless from any and all costs and liabilities arising from a breach or noncompliance of their obligations under this Agreement. The foregoing indemnification obligation shall continue notwithstanding the expiration or termination of this Agreement.
7. **Public Records.** The parties acknowledge that both parties must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
8. **Nondiscrimination.** The parties and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
9. **Employment Eligibility Verification.** The parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the parties employ or contract with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
10. **Notice.** Each party giving any Notice (“Notice”) under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

ESU: ESU 16
Attn: Administrator
314 West 1st Street
Ogallala, NE 69153

District: South Platte Public Schools
Attn: Superintendent - David Spencer
PO Box 457
Big Springs, NE 69122

Notice is effective only if the party giving the Notice has complied with this section.

11. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska.
12. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
13. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
14. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.
15. **Authority to Execute Agreement.** The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity and that this Agreement is binding upon their entity in accordance with its terms.
16. **Miscellaneous.**
 - A. All special education and related services provided under the terms of this Agreement shall be by staff who are licensed and endorsed to provide such services in accordance with Nebraska state law, rules and regulations, or who are otherwise qualified, trained, or authorized by law to provide such services.

- B. A student's special education program shall not be changed or terminated by the ESU without a meeting of the student's IEP/IFSP Team which results in changes to or termination of the student's IEP/IFSP.
- C. The ESU and the District agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in 92 NAC 51, 92 NAC 52, Regulations and Standards for Special Education Programs Nebraska State Department of Education, Federal Regulations 20 U.S.C. 1401 *et seq.* (Individuals with Disabilities Education Act, (IDEA)).
- D. Special education programs or services which extend beyond the regular school year will be provided by the ESU upon request by the District. Said costs of such extended programs are not included in the cost schedule identified in item two of this contract. Extended programs shall be covered by separate contract.

IN WITNESS WHEREOF the parties have executed this Agreement on the last date written below.

ESU 16

DISTRICT

By: _____

By: _____

Name: Deb Paulman

Name: _____

Title: Administrator

Title: Superintendent

Date: _____

Date: _____

EDUCATIONAL SERVICE UNIT NO. 16

Telecommunications/Distance Education Contract

ESU 16- (Southwest Nebraska Distance Education Network)

THIS AGREEMENT is entered into by and between Educational Service Unit No. 16 ("ESU 16"), and South Platte Public Schools ("District").

In consideration of the mutual covenants, the parties agree as follows:

1. Scope of the Contract. ESU 16 shall provide to the District "Distance Educational Services" which may include, but are not limited to, the following:

- Maintaining and supporting the transport of audio and video on the IP network.*
- Maintaining and supporting IP codec.*
- Maintaining and supporting distance education classroom equipment including all other related hardware.*
- Maintaining and supporting the scheduling and clearinghouse software in the distance learning classroom.*
- Providing network and program coordination.*
- Providing network scheduling of classes and events.*
- Providing instructor training for teachers, administrators, other staff, and community members using the distance learning classroom.*
- Providing troubleshooting expertise on IP video network.*

2. Payment Terms/Payment Schedule. The District shall pay ESU 16 for the 2023-24 school year TWENTY-THREE THOUSAND DOLLARS (\$23,000.00) per distance learning site used by the District no later than September 15, 2023. The District has one distance learning site(s), and thus, the District shall pay ESU 16 a total of \$23,000.00 for the 2023-24 school year ("Yearly Payment"). Upon mutual written agreement, the parties may adjust the Yearly Payment before such payment is due to reflect the prospective costs ESU 16 may incur in providing Distance Learning Services to the District during the next coming year. **[Note: The Yearly Payments are**

in consideration for only the Distance Educational Services provided by ESU 16 as set forth in section 1 of this Agreement. ESU 16 may, to the extent allowed by law, pass through to the District the non-discount charges billed to ESU 16 by other service providers for telecommunications and Internet access services rendered to the District pursuant to the District's participation in the ESU 16 Distance Learning E-rate Agreement, as authorized by the District in a Letter of Agency.]

3. Reconciliation. If, at the end of the term, the total amount paid by the District pursuant to this Agreement exceeds the costs incurred by ESU 16 in providing Distance Learning Services to the District during the entire term, then ESU 16 shall transfer said funds into the depreciation account for the amount in which the District's payments exceed ESU 16's costs. If, at the end of the term, the costs incurred by ESU 16 in providing Distance Learning Services to the District during the entire term exceed the amount paid by the District pursuant to this Agreement, then upon request by ESU 16, the District shall pay ESU 16 the amount in which such costs exceed the District's payments.

4. Term. This Agreement is effective beginning

July 1, 2023, and shall continue until 12:00 midnight (CST) on June 30, 2024, unless terminated earlier as provided by this Agreement or by law.

5. Termination.

A. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing. Upon the termination of this Agreement, each party shall promptly return to the other party all papers, materials and other property of the other

party then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the other party.

B. ESU 16 may terminate this Agreement without cause and cease offering Distance Learning Services at any time by providing thirty (30) days written notice to the District. Upon termination under this subparagraph, ESU 16 shall reimburse the District in an amount equal to the difference between (1) the total amount the District has paid to ESU 16 pursuant to the Agreement, minus (2) the total costs incurred by ESU 16 for the Distance Learning Services provided to the District. ESU 16 shall not otherwise be liable to District.

C. The District may terminate this Agreement without cause at any time by providing thirty (30) days written notice to ESU 16. In the event the District terminates this Agreement under this paragraph 8, the District shall immediately pay ESU 16 an amount equal to the difference between (1) the sum of (a) all Yearly Payments that have become due, plus (b) all Yearly Payments that would become due if this Agreement had not been terminated hereunder, minus (2) the total amount the District has paid to ESU 16 pursuant to the Agreement.

6. Indemnification. The parties agree to indemnify, defend, and hold each other harmless from any and all costs and liabilities arising from a breach or noncompliance of their obligations under this Agreement. The foregoing indemnification obligation shall continue notwithstanding the expiration or termination of this Agreement.

7. Public Records. The parties acknowledge that both parties must comply with Neb. Rev. Stat. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

8. Nondiscrimination. The parties and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms,

conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

9. Employment Eligibility Verification. The parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the parties employ or contract with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

10. Notice. Each party giving any Notice (“Notice”) under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

ESU: ESU No. 16

 Attn: Administrator

 314 W. First Street

 Ogallala, NE 69153

District: South Platte Public Schools

 Attn: Superintendent

 610 Plum St.

 Big Springs, NE 69122

Notice is effective only if the party giving the Notice has complied with this section.

11. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Nebraska.

12. Entire Agreement. The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

13. Amendments and Modifications. The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

14. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.

15. Authority to Execute Agreement. The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity and that this Agreement is binding upon their entity in accordance with its terms.

IN WITNESS WHEREOF the parties have executed this Agreement on the last date written below.

[FOLLOWING PAGE IS SIGNATURE PAGE]

ESU

DISTRICT

Signature: _____

Signature: _____

Name: Debra Paulman

Name: Dave Spencer

Title: Administrator

Title: Superintendent

Date: _____

Date: _____

ESU 16-(Southwest Nebraska Distance Education Network)

SPED EXHIBIT A

1. Payments/Payment Schedule

A. The District will pay for the services that the District elects to be made available by the ESU to the District and for services rendered as follows:

(1) The estimated total cost of the services that the ESU will provide to the district is \$131,533. The District shall pay one-eighth of this amount (or \$16,441.63) to be invoiced on the 25th of each month, beginning September 25, 2023 through April 25, 2024.

(2) By March 1, 2023, the District shall notify the ESU of the services that the District desires to be made available to the District by the ESU. If the District elects to have services made available, then the ESU shall notify the District of the District's anticipated proportionate expense, and the District shall pay over seven months its proportionate share of such services.

(3) The District shall also pay for the actual cost of services rendered under this Agreement. Therefore, on the final bill, invoiced on April 25th, the ESU shall make any necessary adjustments caused by prior overpayment or underpayment and issue a final billing statement accordingly.

(4) The final billing statement to the District shall serve as a final reconciliation of the amounts due from the District to the ESU.

B. The District agrees to pay the ESU for all amounts due within thirty (30) days of receipt of invoice.

C. The procedure for billing and payment for services products and deliverable shall be as specified in this exhibit.

2. Service Rates

EARLY CHILDHOOD SERVICES

<u>SERVICE</u>	<u>SERVICE CODE</u>	<u>AMOUNT</u>
Early Childhood Special Education Team	3000	\$28380
Indirect Costs	N/A	\$950
Program Supervision	0001	\$1297
	<i>CONTRACT TOTAL:</i>	<i>\$30,627</i>

LEVEL I SERVICES

<u>SERVICE</u>	<u>SERVICE CODE</u>	<u>AMOUNT</u>
Speech Therapy	4001	\$56343
Speech Therapy Supplies Speech Therapy Equipment	N/A	\$1200 \$1200
School Psychologist	1002	\$0
Teacher Consultant	2001	\$0
Audiology	1003	\$1387
Deaf Education Consultant	2014	\$6071
Transition/Inclusion Consultant	2012	\$0
Occupational Therapy	4006	\$22525
Physical Therapy	4005	\$7404
Inservice	7001	\$500
Indirect Costs	N/A	\$936
Program Supervision	0001	\$2851
Student Record System (SRS)	7003	\$489
	<i>CONTRACT TOTAL:</i>	<i>\$100,906</i>

CONTRACT GRAND TOTAL: \$131,533

District Superintendent Signature

Date

ESU Administrator Signature

Date

JAZMAT ENTERPRISES, LLC

38453 DR 722 MCCOOK, NE 69001

PH: 308-737-6090 EMAIL: MICHAELPOCHOP@MCCOOKNET.COM

WORK PROPOSAL

Facility: South Platte Public Schools
Address: Big Springs, Nebraska
Contact: Mr. Spencer

FLOOR/GYM #1: LENGTH__92_____ WIDTH__68_____ TOTAL SQ.FT.__6,256_____

Attached is the bid to complete your gym floor this season. My quotes/orders are a gym floor complete. Which means there will be no additional costs attached to that bid number. My orders/quotes are done with my customers in mind with my ultimate goal being to save you money and apply a professional quality product that is some of the best built finish in the industry today.

I take immense pride in my work and strive to give you the best professional results possible. MARC and JAZMAT Enterprises, LLC stand behind our products and work. Your business is greatly appreciated. We look forward to serving your floor and chemical needs going forward. We are here as a resource so please feel free to give me a call to discuss any questions or concerns.

The product used will be supplied from Mid-American Research Chemical Corp and will be shipped to the location named prior to the application date. Labor will be supplied by JAZMAT Enterprises, LLC. State of the art equipment and techniques result in a beautiful and enduring floor.

****Screen, prep and tacking of gym surface. Including cleaning corners, edges, and standards***

**** Applying 1 coat of M260 Polyurethane Gym Finish; 1 coat of M269 Hi-Solids Gym Finish***

****Miscellaneous Equipment and Supplies***

****Includes all labor and shipping costs***

****No dust or garbage left for staff to clean up***

****Pails will be removed from premises upon completion***

GYM FLOOR COMPLETE PRICE: \$3,548.50

Sincerely;

Michael Pochop



M I D W E S T
FLOOR SPECIALISTS

March 10, 2023

South Platte School
David Spencer
610 Plum St
PO Box 457
Big Springs, NE 69122

David Spencer

Thank you for reaching out with the opportunity to quote you for the screen and refinish for your gym floor. Below you will find pricing for screening and recoating of your gym floors with one coat of PoloPlaz oil-based finish. If you have any questions, please let us know.

South Platte	One Coat
Floor	2023 Pricing oil based finish
Main Gym	\$2,685

This price includes all labor and materials to complete this project. We look forward to the opportunity to work with you. As family-owned business, we are here for any questions you have. Please reach out at any time.

Regards,

Broc and Erin Howard
Midwest Floor Specialists
1006 9th Ave
Kearney, NE 68845
308.440.8048

ESTIMATE

Zink Painting

509 West J St.
Ogallala NE 69153

(308) 280-0536
zinkpainting@gmail.com

For Big Springs School

Estimate Num 208
Date Mar 1, 2023

Description	Quantity	Rate	Amount
* Interior painting	18496	\$0.95	\$17,571.20

* Indicates non-taxable item

That is for 2 coats of paint and me buying the paint

Subtotal \$17,571.20

Tax (8%) \$0.00

Total \$17,571.20

Balance Due \$17,571.20

R Lawn LLC

17464 County Road 36 Julesburg, CO 80737

(970)474-2766



Billing Address 0000008 , 000001

South Platte Schools
PO Box 457
Big Springs, NE 69122 0457



Service Address Customer number: 35

South Platte Schools
PO Box 457
Big Springs, NE 69122 0457

02/09/23

**VALUED
CUSTOMER
PREPAY
DISCOUNT**

**SAVE!
5%**

**On Your Service
for One Full Year**

Expires on 03/25/23

On behalf of the R Lawn Family, thank you for your continued support of our family owned and operated business. Since 1987 we have had the goal to help create the best lawns in the neighborhood. We never stop making improvements to that effort. Communication with you is key also. A few years ago we began working towards the goal of communicating with you the way many had requested. Since then text messaging has become the preferred method by a landslide. Texting gets you the info quickly along with alerts for weather delays. Please make sure we always have your latest phone number for receiving text messages. To reach us we have one phone number for texting and calls >970-474-2766. As always, an invoice/receipt will be left at your door on the day of service. Account updates and payments can be made by phone, texting, and online at RLAWN.com. All services not paid within 30 days will acquire a monthly \$10 Statement Fee.

Our services include: "R" 4-Step Lawn Program (starting in April or May and treatments following every 6-8 weeks), Aeration, Total Vegetation Control (starts in March - rock beds, driveways, alleys, commercial properties, and parking lots), and Weed Control (beyond the lawn, around farms, and lots). In some areas we offer "R" Tree Care Program, Sprinkler Repair and Seasonal Turn On/Off services.

Again thank you for your business. ~The R Lawn Family

Go to RLAWN.com then click on My Account. Offer Code: MIV-SO6Y-7QX

**2023 Services you are
already signed up for:**

Current Services

Lawn Step 1 - Spring App (Reg. \$2,472.00)	\$1,854.00 *
Lawn Step 2 - Late Sp/Early Su (Reg. \$2,472.00)	\$1,854.00 *
Lawn Step 3 - Summer App (Reg. \$2,472.00)	\$1,854.00 *
Lawn Step 4 - Fall App (Reg. \$2,472.00)	\$1,854.00 *
Broadleaf Control & Prevent 1	\$401.50

* Price reflects Large Property 25%

Total Service Amount	\$	7,817.50
After 5% Prepay Discount	\$	7,426.63
You Save	\$	390.87
Prepay Amount	\$	7,426.63

**We are recommending
you upgrade to:**

Current Services

Lawn Step 1 - Spring App (Reg. \$2,472.00)	\$1,854.00 *
Lawn Step 2 - Late Sp/Early Su (Reg. \$2,472.00)	\$1,854.00 *
Lawn Step 3 - Summer App (Reg. \$2,472.00)	\$1,854.00 *
Lawn Step 4 - Fall App (Reg. \$2,472.00)	\$1,854.00 *
Broadleaf Control & Prevent 1	\$401.50

Recommended Services

Aeration - Spring	\$2,678.00
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Total Service Amount	\$	10,495.50
After 5% Prepay Discount	\$	9,970.73
You Save	\$	524.77
Prepay Amount	\$	9,970.73

I want to prepay for the Current and Recommended Services for \$9,970.73 and save \$524.77

I want to prepay for my Current Scheduled Services for \$7,426.63 and save \$390.87

Please bill me as services are performed.

B
A
I
D
I
R
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N
S
G
S

South Platte Schools
PO Box 457
Big Springs, NE 69122 0457

Customer number:
35



Your prepayment of

\$ 9,970.73

gives you a \$ 524.77

discount off regular service
for one full year

Expires on 03/25/23

Charge my:

Card #: _____

Exp: ____ / ____ Security Code: _____

Signature: _____



R Lawn LLC
17464 County Road 36
Julesburg, CO 80737

Please return this portion with prepayment.