

MINUTES OF BOARD OF EDUCATION
South Platte School District #95
Regular Board Meeting March 10, 2025 7:00 PM

President Van Zee called to order the Regular Board Meeting of the school board at 7:00 PM with board members: **Present:** Matt Adams, Brian Armstrong, Adam Hayward, Amy Stanley, Tim Van Zee, **Absent:** Duane Duncan. Mr. Duncan is excused. Matt Adams arrived at 7:01 PM. 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, online and available at the office.

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

Motion by Amy Stanley seconded by Matt Adams to approve the consent agenda as presented: A. Confirmation of the last regular meeting minutes: McConnell Psychological PC Contract for 2025-26 (not 2026-27) with the noted change to discussion of athletics, road conditions, and the safety of our students. B. Financial Reports C. Treasurer's Report D. Claims: General Fund E. Claims: Building/Bond/Depreciation Fund (if any) F. Accept Resignations: (Mrs. Patti Vlasin - Second Grade, Mrs. Barnhart-Counselor). Motion carried.

Duane Duncan: Absent, Adam Hayward: yes, Brian Armstrong: yes, Matt Adams: yes, Tim Van Zee: yes, Amy Stanley: yes

CLAIMS: Amazon Capital Services, Inc. 1,640.65; Big Springs Tire & Auto Repair LLC 86.14; Black Hills Energy 4,300.00; Bomgaars 375.65; Card Service Center 997.31; Cash-Wa Dist. 166.70; Century Link 703.17; Doncheske, D 66.53; Eakes, Inc. 1,035.62; Eaton Compressor and Fabrication, Inc. 3,671.00; Ecolab 71.40; ESU 16 16,510.39; Family Market Food & Hardware 12.45; Family Zone, Inc. 1,933.65; Follett School Solutions, LLC. 885.96; Hinton's Lock & Alarm 2,648.00; Hometown Leasing 2,746.57; Hot Lunch Account 483.00; Hot Lunch 842.64; Huff, M 25.47; Ideal Linen Supply 362.25; Jostens 12.90; JWPepper 83.99; Keith Co. News 177.39; NASB (Nebraska Association Of School Boards) 3,637.00; NPPD (Nebraska Public Power District) 3,400.00; NPPD MLBRY Acct 68.92; NPPD Plum 2 Acct 47.37; Office Service, Inc. 171.99; R Lawn LLC 10,863.63; Rapid Care Restoration 2,585.00; Ray's Cement Works 1,495.00; Reichman, Jennifer 102.00; School Mate 351.00; Southeastern Performance Apparel 1,076.42; SP Lunch Fund 40,000.00; Unum - Colonial Life Insurance Company 1,569.90; Verizon Wireless 237.38; Village Of Big Springs 745.70; Wage Works, Inc. 146.00; Walmart Business 247.82; WEX Bank 1,677.68; Wiest Hardware 257.82; Wilson, L 550.00; Big Springs Truck and Travel; 1,473.73; Deaver Tire Company; 4,900.00; Payroll: 303,458.49; Building Fund: SP General Fund: \$110,000.00

COMMITTEE REPORTS: The board 2025 membership guide was given to the board, courtesy of NASB. Board Educational Opportunities were discussed. TRANSPORTATION the activity bus and van both got new tires over the spring break.

Mr. Nick Brost's Principal's Report: Congratulations to our Students of the Month: Kanoa Leivas, John Stanley, Drake Arensdorf, Jacob Lofton, Jillian Frerichs, Cordell Frerichs. Spring sports practice started today. Golf (8), Track:Girls (9), Boys (11) Congratulations to Drake Arensdorf for qualifying for the state wrestling tournament and placing 6th. GBB completed their season with an 18-7 record. Isabelle Reichman set school records for 3's in a season and 3's in a career. BBB finished 14-10, first back-to-back winning seasons since 2005-06. Quinten

Koenen set school records for points per game and points in a career. BBB tied the record for rebounds in a game with 58. Coach Koenen is proud of the seniors and the team improvement and effort displayed this year. Dusty Nation, Lillian Greenman and Braxton Eskew qualified for the NeUSA Youth Wrestling Tournament. Dusty placed 5th at AAU State in Kearney last weekend. The Speech Team placed 2nd at MAC. Individual awards: 1st Place: Chloe Jacobs-Poetry, Madison Johnson-Persuasive, Quinten-Extemp., Zaerihya Doncheske-Serious 2nd Place: Chloe-POI; 3rd Place-Ella Stanley Humorous, POI, Madison, Informative; 4th-Luca Duncan-Humorous, Zaerihya-Entertainment; 5th-Quinten-Entertainment. FFA members (38) competed in North Platte on March 3. Natural Resources Team (3rd Place-Qualified for State) Madison Johnson, Jared Scherbarth, Gabe Kendrick, and Cordell Frerichs. Madison Johnson-Red - Natural Resources; Jared Scherbarth -Blue -Natural Resources; Gabe Kendrick-Purple-Natural Resources (6th place) Ella Stanley-Blue-Floriculture; Emalee Armstrong-Red-Floriculture; Isabelle Reichman-White-Floriculture; Annlyn Wilson-Blue-Welding (TIG) Quinten Koenen-Red-Welding (TIG). Honor roll Lunch (68 students) was held at Country Pride.

Mr. David Spencer's Superintendent's Report: Mr. Spencer was the DJ for the ESU 16 Dance in North Platte that serves our area. The Missoula Children's Theatre performance was Feb 21. We had four students that were a part of the Missoula Theatre Program and the K-6 students attended the performance. The staff meeting on Feb 26 included Inclusive Practices discussions with the entire staff. P/T Conferences were held Feb 26 and the elementary school had a great turn-out. We have been in discussion about sound and light updates for music programs, prom, graduation and one act, etc. (The President moved the lights item to discussion item IX.F.). An insurance claim has been filed for water damage to the sixth grade classroom. Mr. Spencer provided an update on the Sixth Grade Classroom renovations to include bids for carpet, lights, cabinets and counter top, HVAC system and windows. There were 2025-2026 School Calendar considerations. Penny Carnival will be held March 21st. New students have moved into the district and the FFA Sweetheart dance was held.

There was a discussion about the track high jump, pole vault pit approach surfacing project. Motion by Brian Armstrong seconded by Adam Hayward to approve Fisher Tracks company bid to proceed with high jump and pole vault approach surfacing not to exceed \$21,340.00. Motion carried.

Duane Duncan: Absent, Brian Armstrong: yes, Adam Hayward: yes, Matt Adams: yes, Amy Stanley: yes, Tim Van Zee: yes

A discussion was held about the ESU 16 2025-2026 Special Services Contracts. Motion by Adam Hayward seconded by Matt Adams to approve the ESU 16 2025-2026 Special Services Contracts. Motion carried.

Duane Duncan: Absent, Adam Hayward: yes, Tim Van Zee: yes, Amy Stanley: yes, Matt Adams: yes, Brian Armstrong: yes

There was a discussion about the Teacher Negotiated Agreements. Motion by Brian Armstrong seconded by Amy Stanley to approve the 2025-2026 Teacher Negotiated Agreement as presented. Motion carried.

Duane Duncan: Absent, Amy Stanley: yes, Tim Van Zee: yes, Matt Adams: yes, Brian Armstrong: yes, Adam Hayward: yes

The President moved the administrator contracts to executive session.

Denise Moorhead addressed the board about a cybersecurity issue. A discussion was held. No action was taken.

There was a discussion about the gym, lights and sound updates. Motion by Brian Armstrong seconded by Amy Stanley to approve Mr. Spencer to proceed with adding to the lighting system in the gym with Famous Stages dba/ High Energy Lighting, Inc. not to exceed \$6,900.00. Motion carried.

Duane Duncan: Absent, Brian Armstrong: yes, Amy Stanley: yes, Adam Hayward: yes, Tim Van Zee: yes, Matt Adams: yes

Review the minutes.

Motion by Amy Stanley seconded by Matt Adams to go into executive session to discuss personnel at 8:50 PM. Motion carried.

Duane Duncan: Absent, Adam Hayward: yes, Amy Stanley: yes, Matt Adams: yes, Tim Van Zee: yes, Brian Armstrong: yes

Motion by Matt Adams seconded by Amy Stanley to return to regular session after discussion personnel at 9:53 PM. Motion carried.

Duane Duncan: Absent, Matt Adams: yes, Tim Van Zee: yes, Brian Armstrong: yes, Adam Hayward: yes, Amy Stanley: yes

Motion by Brian Armstrong seconded by Matt Adams to offer principal Brost 2025-2026 contract. Motion carried.

Duane Duncan: Absent, Matt Adams: yes, Brian Armstrong: yes, Adam Hayward: yes, Amy Stanley: yes, Tim Van Zee: yes

The next regular meeting of SPBOE will be April 21, 2025 at 7:00 PM.

Motion by Adam Hayward seconded by Matt Adams to adjourn the meeting. Motion carried.

Duane Duncan: Absent, Adam Hayward: yes, Brian Armstrong: yes, Tim Van Zee: yes, Amy Stanley: yes, Matt Adams: yes

The meeting was adjourned at 10:00 PM.

Adam Hayward, Secretary

MINUTES OF BOARD OF EDUCATION

South Platte School District #95

Regular Board Meeting February 10, 2025 7:00 PM

President Van Zee called to order the Regular Board Meeting of the school board at 7:00 PM with board members: **Present:** Matt Adams, Brian Armstrong, Duane Duncan, Adam Hayward, Amy Stanley, Tim Van Zee. 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, online and available at the office.

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

Motion by Brian Armstrong seconded by Duane Duncan to approve the consent agenda as presented: A. Confirmation of the last regular meeting minutes B. Financial Reports C. Treasurer's Report D. Claims: General Fund E. Claims: Building/Bond/Depreciation Fund (if any). Motion carried.

Duane Duncan: yes, Tim Van Zee: yes, Brian Armstrong: yes, Matt Adams: yes, Amy Stanley: yes, Adam Hayward: yes

CLAIMS: Aliens and Strangers Music 148.11; Amazon Capital Services, Inc. 1,967.87; Apple Computer, Inc. 449.00; Big Springs Tire & Auto Repair LLC 99.38; Big Springs Truck and Travel 522.52; Black Hills Energy 4,200.00; Brost, N 742.00; Brule Activity Center 2,500.00; Brule Lions Club 97.56; Card Service Center 2,232.58; Carlson Electric 983.52; Cdw Government, Inc. 4,334.98; Century Link 690.01; CNA Surety 20.00; Correll Refrigeration Inc. 649.00; Eakes, Inc. 2,166.75; Ecolab 71.40; ESU 16 16,435.39; Gallentine, A 550.00; Goddard, M 30.80; Hometown Leasing 2,746.57; Hot Lunch Account 727.50; Hot Lunch 1,090.33; Ideal Linen Supply 362.25; Keith Co. News 130.94; KSB School Law 120.00; Mid-American Research 1,336.21; NPPD (Nebraska Public Power District) 3,400.00; NPPD MLBRY Acct 68.92; NPPD Plum 2 Acct 47.37; Office Service, Inc. 2,839.96; Pye-Barker Fire & Safety 410.00; Rapid Care Restoration 2,510.75; Reese Mechanical 1,624.00; Sidney Heavy Truck & Auto, LLC 518.09; Snell Services, Inc. 4,360.14; Spencer, D 240.10; Stanley, Amy 48.01; Tonies US, Inc. 203.00; Unum - Colonial Life Insurance Company 1,569.90; Verizon Wireless 225.52; Village Of Big Springs 627.30; Wage Works, Inc. 146.00; Walmart Business 143.60; WEX Bank 1,862.35; Wiest Hardware 291.29; Payroll: \$317,373.59

Jennifer Ziegler addressed the board.

COMMITTEE REPORTS: BUILDING AND GROUNDS: The glass on the end of the building is scheduled to be repaired. EDUCATION: Tim is planning to attend the President's Board Retreat.

TRANSPORTATION: One of the buses was repaired.

A "Thank You" note from the Dehning family was read.

Mr. Nick Brost's Principal's Report: Congratulations to our Students of the Month: Mason Howell, Monroe Duncan, Sophia Lanman, Annlyn Wilson, Jordyn Babst and Josie Schneider. The Speech Team has 9 members. Congratulations to Madison Johnson for placing 10th in Persuasive speaking at the Perkins County Speech Meet. Congratulations to the placers at Sutherland Speech meet: Zaerihya Doncheske 2nd - Serious Prose; Emalee Armstrong 6th - Serious Prose; Chloe Jacobs 6th - Poetry; Quinten Koenen 3rd - Extemporaneous; Madison Johnson 4th - Informative, Persuasive. Congratulations to the award winners from FFA on January 29; 39 students attended the FFA Career Development event at North Platte: Poultry: Makena Harris - Blue; Biotechnology: Madisen Johnson - Blue; Ag Mechanics: Tyler Armstrong - Blue, Quinten Koenen - Red, Jared Scherbarth - White; Food Science: Ella Stanley - Red, Emily Mulhollen - Red, Johana Frerichs - White, Audrey

Moorhead - White. On February 12, 42 FFA members will be attending the District FFA Contest. GBB were MAC Champions! BBB placed 2nd at MAC. Congratulations to all the South Platte participants in the Deuel County Spelling Bee. Kaitlyn Wolford placed 2nd. Mr. Brost provided the Board with an update on the PowerSchool Cyberattack.

Mr. David Spencer's Superintendent's Report: Missoula Children's Theatre is Feb 17-21. K-6 Dibles testing is complete. The staff meeting on January 29th included CIP goal discussions. Mr. Spencer provided an update to the board about the new reading initiative set by the state. ESU #16, SpeD Strategies and other staff development meetings. Thanks to the Brule Lions Club for providing eye and ear screenings. In March there will be an internal fund transfer to the lunch program. The Penny Carnival will be March 21. The theme is Disney. New students have moved into the district.

The 2026-27 ESU 16 Contract was tabled until receipt of a contract.

There was a discussion about Dr. Luke McConnell and the 2026-2027 contract. Motion by Duane Duncan seconded by Adam Hayward to approve 2026-27 McConnell Psychological PC contract. Motion carried.

Matt Adams: yes, Brian Armstrong: yes, Duane Duncan: yes, Amy Stanley: yes, Tim Van Zee: yes, Adam Hayward: yes

There was a discussion about surplus items for sale and the track resurfacing project. Motion by Adam Hayward seconded by Brian Armstrong to approve \$20,000 for the building committee authority to resurface the runways and high jump pad surfacing. Motion carried.

Duane Duncan: yes, Matt Adams: yes, Tim Van Zee: yes, Amy Stanley: yes, Brian Armstrong: yes, Adam Hayward: yes

There was a discussion about the 2025-26 teacher negotiated agreement and the agreement was tabled.

There was a discussion about athletics, roads, and the safety of students.

Review the minutes.

Motion by Amy Stanley seconded by Matt Adams to go into executive session to discuss personnel at 8:27 PM. Motion carried.

Tim Van Zee: yes, Amy Stanley: yes, Duane Duncan: yes, Adam Hayward: yes, Brian Armstrong: yes, Matt Adams: yes

Motion by Duane Duncan seconded by Matt Adams to return to regular session after a discussion of personnel at 8:49 PM. Motion carried.

Adam Hayward: yes, Amy Stanley: yes, Tim Van Zee: yes, Matt Adams: yes, Brian Armstrong: yes, Duane Duncan: yes

The next regular meeting of the SPBOE will be March 10, 2025, at 7:00 PM.

Motion by Adam Hayward seconded by Brian Armstrong to adjourn the meeting. Motion carried.

Matt Adams: yes, Brian Armstrong: yes, Tim Van Zee: yes, Duane Duncan: yes, Adam Hayward: yes, Amy Stanley: yes

The meeting was adjourned at 8:50 PM.

Adam Hayward, Secretary

Regular; Beginning Month 02/2025; Processing Month 02/2025; 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	12,771.59	9,054.64	1,857.45	0.00	0.00	0.00	5,574.40
05 704 1010	CHEERLEADERS	786.11	87.93	0.00	0.00	0.00	0.00	698.18
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	759.23	0.00	0.00	0.00	0.00	0.00	759.23
05 704 3025	GOLF TEAM	188.42	0.00	0.00	0.00	0.00	0.00	188.42
05 704 3030	JR. HIGH BASKETBALL	53.63	0.00	0.00	0.00	0.00	0.00	53.63
05 704 3035	BOYS BASKETBALL TEAM	1,430.39	504.75	138.20	0.00	0.00	0.00	1,063.84
05 704 3037	GIRLS BASKETBALL TEAM	260.91	87.08	76.50	0.00	0.00	0.00	250.33
05 704 3040	SPEECH	1,250.74	488.13	586.03	0.00	0.00	0.00	1,348.64
05 704 3042	WRESTLING	526.00	360.00	40.00	0.00	0.00	0.00	206.00
05 704 3045	FOOTBALL TEAM	7,461.58	0.00	0.00	0.00	0.00	0.00	7,461.58
05 704 3047	VOLLEYBALL TEAM	6,569.82	0.00	0.00	0.00	0.00	0.00	6,569.82
05 704 3050	FFA	29,552.78	4,864.00	0.00	0.00	0.00	0.00	24,688.78
05 704 3056	SPANISH CLUB	937.98	0.00	0.00	0.00	0.00	0.00	937.98
05 704 3060	TRACK	1,105.10	0.00	0.00	0.00	0.00	0.00	1,105.10
05 704 3065	UNIFIED BOWLING	1,375.38	0.00	0.00	0.00	0.00	0.00	1,375.38
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 4030	CLASS OF 2029	252.29	0.00	0.00	0.00	0.00	0.00	252.29
05 704 4040	CLASS OF 2024	651.44	0.00	0.00	0.00	0.00	0.00	651.44
05 704 4070	CLASS OF 2027	1,754.54	0.00	374.00	0.00	0.00	0.00	2,128.54
05 704 4075	CLASS OF 2026	3,234.71	880.52	0.00	0.00	0.00	0.00	2,354.19
05 704 4080	CLASS OF 2028	1,158.98	0.00	613.68	0.00	0.00	0.00	1,772.66
05 704 4090	CLASS OF 2025	1,672.08	347.15	852.84	0.00	0.00	0.00	2,177.77
05 704 5010	MUSIC	2,373.11	0.00	0.00	0.00	0.00	0.00	2,373.11
05 704 5020	STUDENT ADVISORY COUNCIL FUND BALANCE	866.71	0.00	0.00	0.00	0.00	0.00	866.71
05 704 5030	STUCO	4,609.28	560.36	485.80	0.00	0.00	0.00	4,534.72
05 704 5035	AG STUDIES	559.24	0.00	0.00	0.00	0.00	0.00	559.24
05 704 5040	IND ART	4,811.97	0.00	1,191.26	0.00	0.00	0.00	6,003.23
05 704 5045	ONE ACT	4,371.46	0.00	1,194.74	0.00	0.00	0.00	5,566.20
05 704 5050	YEARBOOK	2,969.52	0.00	825.00	0.00	0.00	0.00	3,794.52
05 704 5080	LIFESKILLS	3,605.86	0.00	0.00	0.00	0.00	0.00	3,605.86
05 704 5090	FITNESS CENTER	3,888.89	0.00	150.00	0.00	0.00	0.00	4,038.89
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	13,379.31	2,868.73	0.00	0.00	0.00	0.00	10,510.58
05 704 8000	BANK CHARGES/INTEREST	1,494.45	0.00	49.14	0.00	0.00	0.00	1,543.59
Fund Total: 05		127,432.89	20,103.29	8,434.64	0.00	0.00	0.00	115,764.24

Batch Description: ACT ACCT 2.2025
Checking Account: 5ACTCFB

Processing Month: 02/2025
STUDENT ACTIVITY CHECKING

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	02/28/2025	122,816.88

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
9425	ASHLYNN ORR	10/25/2024	24.48
9506	Grant Jones	01/13/2025	200.00
9507	BRODBRECK TROY	01/13/2025	200.00
9516	HEMINGFORD HIGH SCHOOL	01/22/2025	30.00
9527	RICK MEYER	02/06/2025	205.00
9534	Candace Spady	02/06/2025	347.15
9542	SUTHERLAND HIGH SCHOOL	02/07/2025	42.00
9554	COLLIN SWEDBURG	02/21/2025	175.00
9555	MATT GRAVES	02/21/2025	175.00
9558	Shane Richards	02/21/2025	44.14
9559	Bethany Jacobs	02/21/2025	99.88
9563	Robert Stanley	02/21/2025	60.00
9566	JENNY REICHMAN PHOTOGRAPHY	02/21/2025	269.83
9567	Amazon Capital Services, Inc.	02/21/2025	1,214.69
9568	Amazon Capital Services, Inc.	02/21/2025	255.18
9571	Cameron Miller	02/25/2025	140.27
9574	JENNY REICHMAN PHOTOGRAPHY	02/25/2025	200.45
9575	Card Service Center	02/25/2025	423.68
9576	Misko Sports	02/27/2025	504.75
9577	WALLACE PUBLIC SCHOOL	02/27/2025	70.00
9578	PEPSI COLA OF WESTERN NEBRASKA	02/27/2025	94.78
9579	JOHNSON HEALTH TECH RETAIL INC.	02/28/2025	550.75
9580	NASSP	02/28/2025	385.00
9581	TASTE OF PARADISE	02/28/2025	57.00
9582	Boondock Designs LLC	02/28/2025	420.00
9583	Candace Spady	02/28/2025	68.13
79548	Amazon Capital Services, Inc.	02/25/2025	795.48
		Total:	<u>7,052.64</u>

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
122,816.88	(7,052.64)	115,764.24	115,764.24	0.00

Cleared Automatic Payment Total:
Cleared Checks Total: 16,347.56
Cleared Direct Deposit Total:
Cleared Void Total: 447.33
Cleared Cash Receipt Total: 8,434.64
Cleared Manual Journal Entries Total:
Cleared Sales Journal Total:

Checking Account ID: 5ACTCFB

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
2505	01/13/2025	X			LEECODY	CODY LEE	200.00
9480	12/17/2024	X			SUTHERLAND	SUTHERLAND HIGH SCHOOL	225.00
9515	01/22/2025	X			BAYARDHS	BAYARD HIGH SCHOOL	100.00
9518	01/22/2025	X			HARCO	HARCO ATHLETIC RECONDITIONING	1,308.00
9520	01/29/2025	X			SCHOBRY	BRYAN SCHOENING	205.00
9521	01/29/2025	X			CHRISGEARY	CHRIS GEARY	205.00
9522	01/29/2025	X			MEYERRICK	RICK MEYER III	205.00
9523	01/29/2025	X			MEDVALLEY	MEDICINE VALLEY SCHOOL	100.00
9524	01/29/2025	X			MITCHELLHI	MITCHELL HIGH SCHOOL	40.00
9525	01/29/2025	X			BRIDGEPORT	BRIDGEPORT HIGH SCHOOL	45.00
9526	02/06/2025	X			ALLTEA	ALL TEAM SPORTSWEAR	135.00
9528	02/06/2025	X			CHRISGEARY	CHRIS GEARY	205.00
9529	02/06/2025	X			SCHOBRI	BRIAN SCHOENIG	205.00
9530	02/06/2025	X			COLLMIC	MICHAEL COLLETT	232.00
9531	02/06/2025	X			HAUPMOR	MORGAN HAUPT	180.00
9533	02/06/2025	X			XGRAINSP	X-GRAIN SPORTSWEAR	360.00
9535	02/06/2025	X			MCCONE	MCCONE FOODS INC	4,864.00
9536	02/06/2025	X			NSAADISTV	NSAA DISTRICT VI	350.00
9538	02/06/2025	X			PEPSI	PEPSI COLA OF WESTERN NEBRASKA	210.40
9539	02/06/2025	X			CARDSERV	Card Service Center	35.00
9540	02/06/2025	X			AMAZCAPITA	Amazon Capital Services, Inc.	37.23
9541	02/06/2025	X			CARDSERV	Card Service Center	57.90
9543	02/07/2025	X			PERKINSCOH	PERKINS COUNTY HIGH SCHOOL	21.00
9544	02/13/2025	X			SMITHRYAN	RYAN SMITH	192.00
9545	02/13/2025	X			TODDSUKUP	TODD SUKUP	192.00
9546	02/13/2025	X			GRUNIGKEIT	KEITH GRUNIG	192.00
9547	02/13/2025	X			WEBETHOM	Thomas Weber	30.08
9548	02/13/2025	X			HIPPODROME	HIPPODROME ARTS CENTER	101.00
9549	02/13/2025	X			KNIGHTWATC	KNIGHT WATCHERS BOOSTER CLUB	57.00
9550	02/13/2025	X			SCHESTEP	Stephanie Scherbarth	32.82
9551	02/13/2025	X			SOUTHPLATT	SOUTH PLATTE SCHOOLS	751.12
9552	02/13/2025	X			CARDSERV	Card Service Center	600.00
9553	02/14/2025	X			PLUMRYA	RYAN PLUMMER	180.00
9557	02/21/2025	X			LAKIKAD	KADEN LAKIN	175.00
9560	02/21/2025	X			SCHESTEP	Stephanie Scherbarth	85.04
9561	02/21/2025	X			KOTSBRYA	Bryan Kotschwar	750.00
9562	02/21/2025	X			CHELEENR	RYAN CHELEEN	1,090.00
9564	02/25/2025	X			HOBBCATH	Catherine Hobbs	87.93
9565	02/21/2025	X			WILSGABE	Gabriel Wilson	308.02
9569	02/21/2025	X			HAUFRF	Hauff Sporting Goods	1,065.60
9570	02/21/2025	X			MOORDENI	Denise Moorhead	544.60
9572	02/25/2025	X			ARENMIKE	Michael Arensdorf	138.84
9573	02/25/2025	X			ADAMMAD	ADAMS MADISEN	8.98
9594	02/21/2025	X			MATHAMAN	Amanda Mathis	240.00

Check Type Total: Check Count: 44 Void Total: 0.00 Total without Voids: 16,347.56

Checking Account Total: 5ACTCFB Count: 44 Void Total: 0.00 Total without Voids: 16,347.56

Grand Total: Count: 44 Void Total: 0.00 Total without Voids: 16,347.56

<u>Receipt Number</u>	<u>Received From ID/Name</u>	<u>Receipt Date</u>	<u>Description</u>	<u>Receipt Key</u>	<u>Amount</u>
		02/05/2025	GATE/STS/YEARBOOK	2142	614.64
		02/05/2025	CONCESSIONS	2145	911.10
		02/13/2025	VENDING	2147	26.00
		02/14/2025	GBB PARENTS NITE	2148	87.50
		02/07/2025	VENDING	2149	101.00
		02/13/2025	YEARBOOKS/ADS	2150	125.00
		02/14/2025	GATE-ARTHUR/BAYARD	2151	534.00
		02/13/2025	CONCESSIONS/FITNESS CENTER	2152	902.84
		02/07/2025	YEARBOOK/STS/WREST	2153	915.00
		02/14/2025	GATE -CREEK VALLEY	2154	346.00
		02/21/2025	CONCESSIONS- 1ACT/STUCO/SPEECH	2155	1,969.35
		02/24/2025	FITNESS CENTER -WOLFORD	2156	50.00
		02/24/2025	GATE/YEARBOOK/WR.DIST	2157	474.45
		02/24/2025	SOPH FUNDRAISER	2158	364.00
		02/24/2025	SOPH/FITNESS/STS/BB SHIRT	2159	354.62
		02/28/2025	FEB 2025 INTEREST	2160	49.14
		02/05/2025	YEARBOOK-MCCLUNG ONLINE	2161	35.00
		02/15/2025	YEARBOOK ONLINE-SPIEHS	2162	35.00
		02/16/2025	YEARBOOK ONLINE-SCHERBARTH	2163	70.00
		02/21/2025	YEARBOOK ONLINE-EINSPAHR	2164	35.00
		02/21/2025	YEARBOOK ONLINE-OLSON	2165	35.00
		02/24/2025	YEARBOOK ONLINE-GOMEZ	2166	35.00
		02/26/2025	YEARBOOK ONLINE-JOHNSON, K	2167	35.00
		02/26/2025	YEARBOOK ONLINE-T. DONCHESKE	2168	70.00
		02/06/2025	BBB GATE GAME 1	2169	260.00
Report Total:					8,434.64

Check Register by Type

Voids Only; Checking Account ID 5ACTCFB; Journal Code CD; Void Date 02/28/2025,
02/06/2025

<u>Payee Type: Vendor</u>		<u>Check Type: Check</u>				<u>Checking Account ID: 5ACTCFB</u>		<u>Check Amount</u>
<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>		
9382	10/03/2024	X	X	02/28/2025	ADAMMAD	ADAMS MADISEN	8.98	
9447	11/05/2024	X	X	02/28/2025	JENNYREICH	Jennifer Reichman	200.45	
9532	02/06/2025	X	X	02/06/2025	HOUSERDOUG	Doug Houser	180.00	
9537	02/06/2025	X	X	02/06/2025	AMAZCAPITA	Amazon Capital Services, Inc.	57.90	
Checking Account ID: 5ACTCFB		Void Total:		447.33	Total without Voids:		0.00	
Check Type Total: Check		Void Total:		447.33	Total without Voids:		0.00	
Payee Type Total: Vendor		Void Total:		447.33	Total without Voids:		0.00	
Grand Total:		Void Total:		447.33	Total without Voids:		0.00	

		March 2025		
		Statement of Account Standing		
		(Current Month)		Cash on Hand as of
				March 5, 2025
February 28, 2025	General Fund 01 Bank Bal Cash	\$ 1,036,326.74		
	General Fund Taxes Received(Month to date)	\$ 19,582.56		
	Payroll Expenses(Total Current Month)	\$ (303,458.49)		
	# Employees- 60 EE, 31 Payee Records			
	General Fund Expenses Current Month	\$ (115,443.19)		
Total Payroll and Claims Gen Fund		-\$418,901.68		
	General Fund O/S Checks	\$ (52,193.60)		
March 5, 2025	General Fund: CASH ON HAND			\$ 584,814.02
February 28, 2025	Money Market Fund 01 Account: Bal Cash (Cash on Hand)			\$ 58,123.11
February 28, 2025	Cert of Deposit Gen Fund 01 from CFB (Cash on Hand)			\$ 50,000.00
February 28, 2025	Depreciation Account: Fund 02 Bal Cash (Cash on Hand)			\$ 15,894.75
February 28, 2025	Benefit Account Fund 03: Bal Cash (Cash on Hand)			\$ 7,534.30
February 28, 2025	Unemployment Account: Fund 03 Bal Cash (Cash on Hand)			\$ 30,507.42
February 28, 2025	FLEX Spending Account: Fund 03 Bal Cash (Cash on Hand)			\$ 11,155.38
February 28, 2025	Activity Fund 05 Bank Balance	\$ 122,816.88		
	Activity Fund Rects - Unknown			
	Activity Fund Expenses - Unknown			
	Activity Fund Outstanding Checks	\$ (7,052.64)		
March 5, 2025	Act Fund: Available CASH ON HAND (ESTIMATE) See Official Activity Fund Report			\$ 115,764.24
February 28, 2025	Lunch Fund 06 Cash Bal	\$ 4,521.51		
	Lunch Fund Deposits Received to Date	\$ 155.00		
	Lunch Fund Expenses Current Month	\$ (10,380.89)		
	Lunch Fund Payroll Reimbursement	\$ (9,527.21)		
	Lunch Fund Outstanding Checks	\$ (99.52)		
February 28, 2025	Lunch Fund: CASH ON HAND			\$ (15,331.11)
February 28, 2025	Bond Fund 07 Cash Bal	\$ 549,954.44		
	Bond Fund Taxes Received to Date+Deuel to Deposit	\$ 767.78		
	Bond Fund O/S Claims	\$ -		
March 5, 2025	Bond Fund: CASH ON HAND			\$ 550,722.22
February 28, 2025	Building Fund 08 Cash Bal	\$ 120,590.14		
	Building Fund Taxes Received to Date+Deuel to Deposit	\$ 1,374.21		
	Building Fund Expenses Current Month	\$ (110,000.00)		
March 5, 2025	Building Fund: CASH ON HAND			\$ 11,964.35
March 5, 2025	TOTAL CASH IN ALL BANKS			\$1,466,869.68

		February 2025		
		Statement of Account Standing		
		(Prior Month)		Cash on Hand as of
		REVISED Feb 10, 2025 - to show deposits received		February 6, 2025
January 31, 2025	General Fund 01 Bank Bal Cash	\$	633,514.67	
	General Fund Taxes Received(Month to date)	\$	220,758.06	
	Payroll Expenses(Total Current Month)	\$	(317,373.59)	
	60 Employees; 32 Payee Records			
	General Fund Expenses Current Month	\$	(66,540.97)	
Total Payroll and Claims Gen Fund			-\$383,914.56	
	General Fund O/S Checks	\$	(43,430.37)	
February 6, 2025	General Fund: CASH ON HAND			\$ 426,927.80
February 6, 2025	Money Market Fund 01 Account: Bal Cash (Cash on Hand)			\$ 58,065.20
February 6, 2025	Cert of Deposit Gen Fund 01 from CFB (Cash on Hand)			\$ 50,000.00
February 6, 2025	Depreciation Account: Fund 02 Bal Cash (Cash on Hand)			\$ 15,882.46
February 6, 2025	Benefit Account Fund 03: Bal Cash (Cash on Hand)			\$ 7,531.42
February 6, 2025	Unemployment Account: Fund 03 Bal Cash (Cash on Hand)			\$ 30,477.03
February 6, 2025	FLEX Spending Account: Fund 03 Bal Cash (Cash on Hand)			\$ 9,723.80
January 31, 2025	Activity Fund 05 Bank Balance	\$	130,729.80	
	Activity Fund Rects - Unknown			
	Activity Fund Expenses - Unknown			
	Activity Fund Outstanding Checks	\$	(3,296.91)	
February 6, 2025	Act Fund: Available CASH ON HAND (ESTIMATE) See Official Activity Fund Report			\$ 127,432.89
January 31, 2025	Lunch Fund 06 Cash Bal	\$	20,230.49	
	Lunch Fund Deposits Received to Date	\$	40.00	**Includes Lunch
	Lunch Fund Expenses Current Month	\$	(21,630.87)	Wages Reimb Not
	Lunch Fund Outstanding Checks	\$	(11,026.57)	Outstanding Checks
February 6, 2025	Lunch Fund: CASH ON HAND			\$ (12,386.95)
January 31, 2025	Bond Fund 07 Cash Bal	\$	524,719.86	
	Bond Fund Taxes Received to Date	\$	4,474.35	
	Bond Fund O/S Claims	\$	-	
February 6, 2025	Bond Fund: CASH ON HAND			\$ 529,194.21
January 31, 2025	Building Fund 08 Cash Bal	\$	93,601.87	
	Building Fund Taxes Received to Date	\$	200,158.51	
	Building Fund Expenses Current Month	\$	-	
February 6, 2025	Building Fund: CASH ON HAND			\$ 293,760.38
February 6, 2025	TOTAL CASH IN ALL BANKS			\$1,582,302.24

March 2024			
Statement of Account Standing			Cash on Hand
(Prior Year Meeting March 2024)			as of
			2/28/2024
February 28, 2024	General Fund 01 Bank Bal Cash	\$ 721,656.00	
	General Fund Taxes Received(Month to date)	\$ -	
	Payroll Expenses(Total Current Month)	\$ (320,564.54)	
	# Employees-EE, Payee Records		
	General Fund Expenses Current Month	\$ (91,878.37)	
Total Payroll and Claims Gen Fund	-\$412,442.91		
	General Fund O/S Checks	\$ (46,287.81)	
2/28/2024	General Fund: CASH ON HAND		\$ 262,925.28
2/28/2024	Money Market Fund 01 Account: Bal Cash (Cash on Hand)	\$56,002.59	
	Interest from Cer of Dep		
2/28/2024	MMA Bal Cash on Hand		\$ 56,002.59
2/28/2024	Cert of Deposit Gen Fund 01 from CFB (Cash on Hand)		\$ 50,000.00
2/28/2024	Depreciation Account: Fund 02 Bal Cash (Cash on Hand)		\$15,648.76
2/28/2024	Benefit Account Fund 03: Bal Cash (Cash on Hand)		\$7,497.45
2/28/2024	Unemployment Account: Fund 03 Bal Cash (Cash on Hand)		\$30,138.34
2/28/2024	FLEX Spending Account: Fund 03 Bal Cash (Cash on Hand)		\$7,897.36
2/28/2024	Activity Fund 05 Bank Balance	\$108,067.79	
	Activity Fund Rects - Unknown		
	Activity Fund Expenses - Unknown		
	Activity Fund Outstanding Checks	\$ (5,538.30)	
2/28/2024	Act Fund: Available CASH ON HAND (ESTIMATE) See Official Activity Fund Report		\$ 102,529.49
2/28/2024	Lunch Fund 06 Cash Bal	\$25,246.78	
	Lunch Fund Deposits Received to Date		
	Lunch Fund Expenses Current Month	\$ (13,928.97)	
	Lunch Fund Payroll Reimbursement Current Month	\$ (16,446.97)	
	Lunch Fund Outstanding Checks	\$ -	
2/28/2024	Lunch Fund: CASH ON HAND		\$ 11,317.81
2/28/2024	Bond Fund 07 Cash Bal	\$227,757.24	
	Bond Fund Taxes Received to Date		
	Bond Fund O/S Claims		
2/28/2024	Bond Fund: CASH ON HAND		\$ 227,757.24
2/28/2024	Building Fund 08 Cash Bal	\$225,442.50	
	Building Fund Taxes Received to Date		
	Building Fund Expenses Current Month		
2/28/2024	Building Fund: CASH ON HAND		\$ 225,442.50
2/28/2024	TOTAL CASH IN ALL BANKS		\$ 1,042,506.82

Check Register by Checking Account

Posted; Checking Account ID 011GENFDAB; Payee Type Deduction, Vendor; Payroll
Type None; Processing Month 03/2025

Checking Account ID: 011GENFDAB Check Type: Automatic Payment

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
9137287	03/10/2025				AMAZCAPITA	Amazon Capital Services, Inc.	1,640.65
9137288	03/10/2025				BHENERGY	Black Hills Energy	4,300.00
9137289	03/10/2025				CARDSERV	Card Service Center	997.31
9137290	03/10/2025				NPPD	NPPD (Nebraska Public Power District)	3,400.00
9137291	03/10/2025				NPPDMLBRY	NPPD MLBRY Acct	68.92
9137292	03/10/2025				NPPDPLUM2	NPPD Plum 2 Acct	47.37
9137293	03/10/2025				UNUM	Unum - Colonial Life Insurance Company	1,569.90
9137294	03/10/2025				WALMART	Walmart Business: Capital ONE Online	247.82
9137295	03/10/2025				WEXBANK	WEX Bank	1,677.68
Check Type Total:		Automatic Payment			Void Total:	0.00	Total without Voids: 13,949.65

Checking Account ID: 011GENFDAB Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
138607	03/10/2025				BSTARLLC	Big Springs Tire & Auto Repair LLC	86.14
138608	03/10/2025				BOMGAARS	Bomgaars	375.65
138609	03/10/2025				CASHWA	Cash-Wa Dist.	166.70
138610	03/10/2025				EAKESOFFIC	Eakes, Inc./dba Eakes Office Solutions	1,035.62
138611	03/10/2025				EATON	Eaton Compressor and Fabrication, Inc.	3,671.00
138612	03/10/2025				ECOLAB	Ecolab	71.40
138613	03/10/2025				ESU16	ESU 16	16,510.39
138614	03/10/2025				FAMMARKJUL	Family Market Food & Hardware	12.45
138615	03/10/2025				LINEWIZE	Family Zone, Inc.	1,933.65
138616	03/10/2025				FOLLSCHO	Follett School Solutions, LLC.	885.96
138617	03/10/2025				HINTONSLOC	Hinton's Lock & Alarm	2,648.00
138618	03/10/2025				HOTLUNCH	Hot Lunch	842.64
138619	03/10/2025				HOTLUN	Hot Lunch Account	483.00
138620	03/10/2025				IDEAL	Ideal Linen Supply	362.25
138621	03/10/2025				JOSTENS	Jostens	12.90
138622	03/10/2025				KCN	Keith Co. News	177.39
138623	03/10/2025				NASB	NASB (Nebraska Association Of School Boards)	3,637.00
138624	03/10/2025				OFFICE	Office Service, Inc.	171.99
138625	03/10/2025				RLAWN	R Lawn LLC	10,863.63
138626	03/10/2025				RAPIDCARE	Rapid Care Restoration	2,585.00
138627	03/10/2025				REICJENN	JENNIFER REICHMAN	102.00
138628	03/10/2025				SCHOOLMAT	School Mate	351.00
138629	03/10/2025				SOUTHEASTE	Southeastern Performance Apparel	1,076.42
138630	03/10/2025				VERIZON	Verizon Wireless	237.38
138631	03/10/2025				WIEST	Wiest Hardware	257.82
138632	03/10/2025				BSTT	Big Springs Truck and Travel	1,473.73
138633	03/10/2025				DEAVERTIRE	Deaver Tire Company	4,900.00
Check Type Total:		Check			Void Total:	0.00	Total without Voids: 54,931.11

Checking Account ID: 011GENFDAB Check Type: Direct Deposit

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
3057	03/10/2025				CENTLINK	Century Link	703.17
3058	03/10/2025				DONCDUST	Dustie Doncheske	66.53
3059	03/10/2025				HOMETOWN	Hometown Leasing	2,746.57
3060	03/10/2025				HUFFMELI	Melissa Huff	25.47
3061	03/10/2025				JWPEPPER	JWPepper	83.99
3062	03/10/2025				RAYSCEMEN	Ray's Cement Works	1,495.00
3063	03/10/2025				SPLUNCH	SP Lunch Fund	40,000.00
3064	03/10/2025				VILLAGEBS	Village Of Big Springs	745.70
3065	03/10/2025				HEALTHQFL	Wage Works, Inc.	146.00
3066	03/10/2025				WILSLISA	Lisa Wilson	550.00
Check Type Total:		Direct Deposit			Void Total:	0.00	Total without Voids: 46,562.43
Checking Account Total:		011GENFDAB			Void Total:	0.00	Total without Voids: 115,443.19
Grand Total:					Void Total:	0.00	Total without Voids: 115,443.19

Check Register by Checking Account

Checking Account ID: 8BLDGFCF 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>
1113	03/10/2025				SPGL	South Platte General Fund	110,000.00
Check Type Total:		Check				Void Total: 0.00	Total without Voids: 110,000.00
Checking Account Total:		8BLDGFCF				Void Total: 0.00	Total without Voids: 110,000.00
		Grand Total:				Void Total: 0.00	Total without Voids: 110,000.00

2024-25 TITLE IA MEMORANDUM OF UNDERSTANDING

Educational Service Unit Number 16 (the "ESU") and South Platte Public Schools (the "District") (collectively, the "Parties") hereby enter into this MOU for the benefit of both Parties and to comply with applicable laws and regulations regarding Title IA and other federal funds.

1. ESU's Support to the District. Due to changes in the interpretation and enforcement of certain federal funds, the ESU will no longer facilitate a Title IA Cooperative for school districts within the ESU's service area. Instead, the ESU and District intend to contract for the ESU to assist the District with its obligations related to its Title IA and other federal funds. As such, the ESU will continue to provide the same supports and assistance to the District as the ESU has historically provided, including the following:

- a. Assist the District with development of School Wide and/or Targeted Assist Title I Planning as appropriate to the District;
- b. Assist District with development of annual grant application, submission and timely reimbursement requests;
- c. Assist the District with collecting, maintaining and reporting Time and Effort logs, Needs Assessments, on-site Title I monitoring visits, and the like;
- d. Provide appropriate ESU staff members to assist the District with monitoring and reporting;
- e. Facilitate trainings for District staff to understand monitoring, reporting and other program requirements;
- f. Make ESU staff available for any monitoring visits that occur at the District;
- g. Coordinate timely communications and updates from the Nebraska Department of Education; and
- h. Other services or supports as agreed to by both Parties.

2. District's Payment to the ESU. In exchange for the ESU's supports, services and staff time, the District will pay to the ESU an administrative fee of 8% of the district's Title IA allocation. Such payment shall be made to the ESU by October 25, 2024. If the District fails to make such payment, then the ESU may, with or without notice, decline to provide the services and supports identified in this MOU.

3. Other Services. The Parties agree that this MOU is intended to be a guiding document, and not a detailed or itemized list of every service and support that the ESU will provide to the District. As such, the Parties agree to work together to identify what additional services and supports the ESU will provide to the District, and whether any such additional services and supports will necessitate an increased administrative fee to be paid by the District to the ESU. Both Parties agree that all such discussions will be conducted in good faith and in the best interests of both Parties.

4. Risk and Liability. Since the ESU will not operate the Title IA Cooperative any longer, the District hereby expressly acknowledges and agrees that it will indemnify and hold

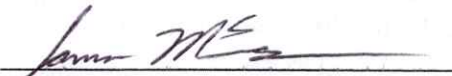
harmless the ESU from any fine, penalty or other sanction related to the District's receipt, use, monitoring, or reporting of Title IA or other federal funds. To the extent that the ESU incurs or has been advised that the ESU must pay any fine, penalty or other sanction related to the District's receipt, use, monitoring, or reporting of Title IA or other federal funds, then the District agrees to reimburse the ESU in the amount of such fine, penalty or sanction within 30 days of the ESU's payment of such fine, penalty or other sanction.


5. Termination. Either Party may immediately terminate this MOU upon written notice to the other Party.

6. Lawful Provisions. In the event that any provision of this MOU is deemed unlawful or contrary to any statute, regulation, or guidance by any applicable state or federal agency, such provision shall automatically be null and void but the remainder of this MOU shall remain in full force and effect.

EDUCATIONAL SERVICE UNIT 16

SOUTH PLATTE PUBLIC SCHOOLS

By: 
Name: James McGown
Title: Administrator
Date: 2-20-24

By: 
Name: David Cooper
Title: Supt. of Schools
Date: 7-15-24

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 2024-25 school year TWENTY-THREE THOUSAND DOLLARS (\$23,000.00) per distance learning site used by the District no later than September 15, 2024. The District has one distance learning site(s), and thus, the District shall pay ESU 16 a total of \$23,000.00 for the 2024-25 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, 2024, and shall continue until 12:00 midnight (CST) on June 30, 2025, 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.

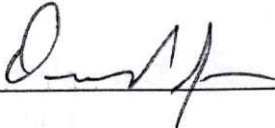
IN WITNESS WHEREOF the parties have executed this Agreement on the last date written below.

[FOLLOWING PAGE IS SIGNATURE PAGE]

ESU

DISTRICT

Signature: 

Signature: 

Name: James McGown

Name: Dave Spencer

Title: Administrator

Title: Superintendent

Date: 2-20-24

Date: 2-14-24

ESU 16-(Southwest Nebraska Distance Education Network)

**2024-2025 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 2024-2025 school year which begins on or about August 15, 2024 and shall continue until 12:00 midnight (CST) on or about May 30, 2025, 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.

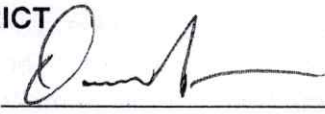
- B. A student's special education program shall not be changed or terminated by the ESU without a meeting of the student's IEP/IFSP Team which results in changes to or termination of the student's IEP/IFSP.
- C. The ESU and the District agree to abide by the mandated procedures for identification, verification, 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

By: 
Name: James McGown
Title: Administrator
Date: 2-21-24

DISTRICT

By: 
Name: David Spencer
Title: Superintendent
Date: 2-15-24

2. Service Rates

EARLY CHILDHOOD SERVICES

<u>SERVICE</u>	<u>SERVICE CODE</u>	<u>AMOUNT</u>
Early Childhood Special Educator	4011	\$13983
Early Childhood Speech Therapy	4001	\$5442
Occupational Therapy	4006	\$6224
Physical Therapy	4005	\$1539
	<i>CONTRACT TOTAL:</i>	<i>\$27,188</i>

LEVEL I SERVICES

<u>SERVICE</u>	<u>SERVICE CODE</u>	<u>AMOUNT</u>
Speech Therapy	4001	\$60854
Speech Therapy Supplies	N/A	\$1250
Speech Therapy Equipment		\$1250
School Psychologist	1002	\$0
Teacher Consultant	2001	\$0
Audiology	1003	\$955
Deaf Education Consultant	2014	\$4092
Occupational Therapy	4006	\$35268
Physical Therapy	4005	\$4618
Mental Health Counselor	4071	\$0
Inservice	7001	\$500
Indirect Costs	N/A	\$284
Program Supervision	0001	\$0
Student Record System (SRS)	7003	\$489
	<i>CONTRACT TOTAL:</i>	<i>\$109,560</i>

B 136,748

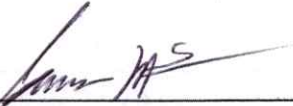
CONTRACT GRAND TOTAL: \$136,748



District Superintendent Signature

2-15-24

Date



ESU Administrator Signature

2-20-24

Date

2. Service Rates

EARLY CHILDHOOD SERVICES

SERVICE	SERVICE CODE	PROJECTED	PER UNIT /STUDENT	AMOUNT
Early Childhood Special Educator	4011	2	\$5154	\$10,308
Early Childhood Speech Therapy	4001	2	\$3510	\$7,020
Occupational Therapy	4006	1	\$2830	\$2,830
Physical Therapy	4005	1	\$2451	\$2,451
		<i>CONTRACT</i>	<i>TOTAL:</i>	\$22,609

LEVEL I SERVICES

SERVICE	SERVICE CODE	PROJECTED	ESTIMATED RATE	AMOUNT
Speech Therapy	4001	0.50	84.12	\$60,565
School Psychologist	1002	-	113.08	\$0
Teacher Consultant	2001	-	96.52	\$0
Audiology	1003	0.035	73.21	\$870
Behavior Team	xxxx	-	110.52	\$TBD
Deaf Education Consultant	2014	0.025	111.68	\$4,467
Occupational Therapy	4006	7	2829.92	\$19,809
Physical Therapy	4005	2	2451.11	\$4,902
Mental Health Counselor	4071	-	103.42	\$0
Inservice	7001	-	25.00	\$0
Indirect Costs	N/A	-	-	\$765
Program Supervision	0001	-	116.88	\$3,043
Student Record System (SRS)	7003	-	499.00	\$499
		<i>CONTRACT</i>	<i>TOTAL:</i>	\$94,920

LEVEL III SERVICES

SERVICE	SERVICE CODE	PROJECTED	AMOUNT
Transition Day Program	4012	0	\$0
Transition Day Indirect Costs	N/A	-	\$0
	<i>CONTRACT</i>	<i>TOTAL:</i>	<i>\$0</i>

ESTIMATED CONTRACT GRAND TOTAL: \$117,529

District Superintendent Signature

Date

ESU Administrator Signature

Date

2. Service Rates

EARLY CHILDHOOD SERVICES

<u>SERVICE</u>	<u>SERVICE CODE</u>	<u>AMOUNT</u>
Early Childhood Special Educator	4011	\$13983
Early Childhood Speech Therapy	4001	\$5442
Occupational Therapy	4006	\$6224
Physical Therapy	4005	\$1539
	<i>CONTRACT TOTAL:</i>	<i>\$27,188</i>

LEVEL I SERVICES

<u>SERVICE</u>	<u>SERVICE CODE</u>	<u>AMOUNT</u>
Speech Therapy	4001	\$60854
Speech Therapy Supplies Speech Therapy Equipment	N/A	\$1250 \$1250
School Psychologist	1002	\$0
Teacher Consultant	2001	\$0
Audiology	1003	\$955
Deaf Education Consultant	2014	\$4092
Occupational Therapy	4006	\$35268
Physical Therapy	4005	\$4618
Mental Health Counselor	4071	\$0
Inservice	7001	\$500
Indirect Costs	N/A	\$284
Program Supervision	0001	\$0
Student Record System (SRS)	7003	\$489
	<i>CONTRACT TOTAL:</i>	<i>\$109,560</i>

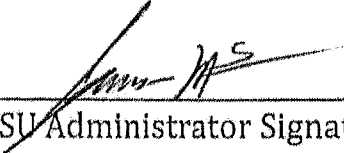
CONTRACT GRAND TOTAL: \$136,748



District Superintendent Signature

2-15-24

Date



ESU Administrator Signature

2-20-24

Date