

Agenda

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
 - 2.1. Call the Meeting to Order
 - 2.2. Roll Call
 - 2.3. Excuse Board Members Who Are Absent
3. Recognition of Visitors/Communications from the Public
4. Reports
 - 4.1. Student Body President Report
 - 4.2. Custodial and Maintenance Report
 - 4.3. AD Report
 - 4.4. Principals Reports
 - 4.4.1. Elementary Report
 - 4.4.2. MS/HS Report
 - 4.5. Superintendent's Report
5. Action Items
 - 5.1. Consent Agenda
 - 5.1.1. Approval of the Previous Meeting's Minutes
 - 5.1.2. Treasurer's Report
 - 5.1.3. Payment of general fund claims in the amount of \$381,921.33
 - 5.2. Consider, discuss and take all necessary action on
 - 5.2.1. Consider, discuss and take all necessary action on ESU 7 Services contract for 2024-2025 school year.
 - 5.2.2. Renew Contract with ECC for complete care and layered solutions for service, updates, and software to run the equipment.
 - 5.2.3. Consider, discuss, and take all necessary action to purchase laptops for the 2024-2025 school year.
 - 5.2.4. Accept the letter of resignation from Rebekah Kraeger as the Ag teacher and FFA sponsor at the end of the 2023-2024 school year.
 - 5.2.5. Consider, discuss, and take all necessary action on offering staff contracts for the 2024-2025 school year.
 - 5.2.6. Consider, discuss, and take all necessary action to accept Mr. Paloyo as the K-12 Music Teacher for the 2024-2025 school year.
 - 5.2.7. Consider, discuss, and take all necessary action to accept Mrs. Turner as a Middle School Teacher for the 2024-2025 school year.
 - 5.2.8. Consider, discuss, and take all necessary action to accept Mrs. Zelasney as Elementary Counselor for the 2024-2025 school year.
 - 5.2.9. Consider, discuss and take all necessary action on approving Extra Duty Assignments.

5.2.10. Consider, discuss, and take all necessary action on allowing more than one Salutatorian when GPA is tied.

6. Next Meeting Dates and Times

6.1. Regular meeting, Monday, May 13, 2024, 6:00 PM at the Osceola Middle/High School Media Center.

7. Adjournment

Jeffrey Elementary

April 8, 2024

Brett Webster

- NSCAS (state testing) testing will start Thursday.
- Daddy/Daughter Dance will be April Sunday April 14th..
- Kindergarten Round-UP and Preschool Registration is Friday the 19th.
- Spring music concert is moved to May 6th at the same time. Also, the Art show will take place in the New Gym Commons.
- Field Trips will be finishing up between April 21st and May 17th.
- Track and Field Day is set for May 3rd starting at 1 PM.
- AR party is set for May 14th..
- Wax museum will be April 25th from 5:30 - 6:30.
- Preschool Promotion will be the 14th of May at 2:00 PM
- Last Day of School is the 16th of May

Board of Education Regular Meeting
Middle School/High School Media Center
565 Kimmel Street
Osceola, NE 68651
March 11, 2024 @ 6:00 PM

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office on March 7, 2024. This notice was also published in *The Polk County News* on the same date. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Michael Neujahr called the regular meeting to order at 6:00 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Jennifer Boruch:	Present	Michael Neujahr:	Present
Anthony Mestl:	Present	Jena Ockander:	Absent
Daisy Naber:	Present	Eric Yungdahl:	Absent

Also present were Superintendent Jason Lavaley, Principal Brent Breckner, Principal Brett Webster, Debra Berry, 1 staff member and 2 patrons.

2.3. Excuse Board Members Who Are Absent

To excuse board members Jena Ockander and Eric Yungdahl passed with a motion by Jennifer Boruch and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

3. Recognition of Visitors/Communications from the Public

Patrons asked that during fire drills that the Daycare be informed where to go and what to do. Also, the possibility for the Daycare to purchase meals from the school.

4. Reports

4.1. AD Report

Activities Director Evan Feezell was not at the meeting due to coaching baseball, so Superintendent Jason Lavaley gave Mr. Feezell's report about: track has 12 girls and 11 boys; the 1st varsity track meet will be Friday, March 15th; golf updates; all schools will be required to purchase and use a shot clock for varsity basketball games; and exploring a few options to purchase a shot clock.

4.2. Principals Reports

4.2.1. Elementary Report

Elementary Principal Brett Webster gave his written and oral report about: State testing window opens the 1st week in April; NDE will be in the building on April 23rd to make sure all testing protocols are followed; MAPs testing will start the 1st week of May; "Girls on the Run" is underway with 8 girls signed up; Amanda Hinkle will be the new Coordinator for "Girls on the Run"; April 19th are Kindergarten Roundup and Preschool registration; the Wax Museum will be on April 19th; Parent-Teacher Conferences went well; and the "Read-A-Thon" is wrapping up this week.

4.2.2. MS/HS Report

Middle/High School Principal Brent Breckner gave his written and oral report about: planning meetings with ESU 7 to focus on professional development; CTE work with staff and ESU 7; JAG presentation to staff; planning for next year's staffing, schedules and course offerings; 8th Grade CTE classes for high school credit; exploring Social Studies and Science resources; and upcoming events

4.3. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: still trying to get Ten Men Roofing to the auditorium to finish work on the leak; dismiss school and utilize staff to help with the District Track Meet on May 8th; possibility of extended school day next year with the Middle/High Schools beginning from 8:05 AM to 3:35 PM and Elementary beginning from 8:20 AM to 3:35 PM; legislation updates; NASB updates; and the Superintendent's calendar;

4.4. Board Reports

Board member Anthony Mestl talked about moving concrete barricades to the Daycare's parking area.

5. Action Items

5.1. Consent Agenda

To approve the consent agenda passed with a motion by Jennifer Boruch and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

5.1.1. Approval of the Previous Meeting's Minutes

5.1.2. Treasurer's Report

5.1.3. Payment of general fund claims in the amount of \$374,688.14

5.2. Consider, discuss and take all necessary action on

5.2.1. Consider, discuss and take all necessary action on renewing Control Services HVAC maintenance contract for 2024-2025 school year.

To renew the HVAC maintenance services contract with Control Services for \$16,060 which is an increase of about \$698 or 4.5% for the 2024-2025 school year passed with a motion by Jennifer Boruch and a second by Anthony Mestl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

5.2.2. Consider, discuss and take all necessary action on Garrett/Callahan Boiler treatment contract for 2024-2025 school year

To renew the Garratt/Callahan Boiler treatment contract for the 2024-2025 school year passed with a motion by Daisy Naber and a second by Anthony Mestl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

5.2.3. Consider, discuss, and take all necessary action to review and approve classified staff wages for the 2024-2025 school year.

To accept the proposed 4.25% wage increase for the classified staff for the 2024-2025 school year passed with a motion by Jennifer Boruch and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

5.2.4. Consider, discuss and take all necessary action on adopting the school calendar for 2024-2025 school year

To adopt the proposed 2024-2025 school year calendar passed with a motion by Jennifer Boruch and a second by Anthony Mestl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

5.2.5. Consider, discuss, and take all necessary action on accepting Payton DeMers-Sahling's resignation as the ELA Teacher effective at the end of the 2023-2024 school year.

To accept Payton DeMers-Sahling's resignation as an ELA teacher at the end of the 2023-2024 school year passed with a motion by Anthony Mestl and a second by Jennifer Boruch.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

Thank you, Miss DeMers-Sahling, for your dedication to Osceola Public Schools. Good luck on your new adventure!

5.2.6. Consider, discuss, and take all necessary action on accepting the contract of Tyler Fieldgrove as 6-12 Social Science Teacher for the 2024-2025 school year.

To hire Tyler Fieldgrove as the new Social Studies teacher for the 2024-2025 school year passed with a motion by Jennifer Boruch and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

Welcome, Mr. Fieldgrove, to Osceola Public Schools!

To enter into executive session at 7:01 PM for discussion of personnel for the protection of the public interest and for the prevention of needless injury to the reputation of an individual in compliance with the law passed with a motion by Anthony Mestl and a second by Daisy Naber.

Board President Michael Neujahr repeated that a motion was made by Anthony Neujahr and a second by Daisy Naber to enter into executive session at 7:01 PM for discussion of personnel for the protection of the public interest and for the prevention of needless injury to the reputation of an individual in compliance with the law.

Came out of the executive session at 7:15 PM.

6. Next Meeting Dates and Times

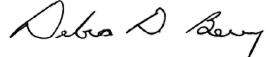
6.1. Regular meeting, April 8, 2024, 6:00 PM at the Osceola Middle/High School Media Center.

7. Adjournment

To adjourn meeting at 7:20 PM passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea

Respectfully submitted,

A handwritten signature in cursive script that reads "Debra D Berry".

Debra Berry, Board Secretary Appointed

Board Report – Monthly
GENERAL FUND

Posted - During Check Cycle; Fund Number 01; Processing Month 04/2024

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
35335	ACT	SAMPLE TEST BOOKLETS	493.00
35336	AWARDS UNLIMITED	AWARDS/PLAQUES	306.40
35337	BLAZERWORKS	SPEECH SERVICES	4,190.79
35338	BRECKNER, BRENT	CTE MEALS REIMBURSEMENT	136.72
35339	CENTRAL NEBRASKA REHABILITATION SERVICES	OT/PT SERVICES	2,934.40
35340	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	2,152.58
35341	CMS COMMUNICATIONS	SUPPLIES	1,468.00
35342	CONSOLIDATED ELECTRICAL DISTRIBUTORS	LIGHT BULBS	416.36
35343	CONTROL SERVICES, INC.	SERVICE CONTRACT	1,280.17
35344	EAKES OFFICE PLUS	SUPPLIES	1,531.04
35345	ENGEL, RONNIE	COMPUTER PARTS REIMB.	614.24
35346	ESSENTIAL SCREENS	BACKGROUND CHECKS	85.59
35348	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES/BEHAVIORIAL HEALTH	15,534.53
35347	ESU #7	MAINTENANCE	168.75
35349	FILEWAVE USA, INC.	SOFTWARE	820.80
35350	FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	64.55
35351	FRONTIER COOPERATIVE COMPANY	FUEL	2,398.70
35352	GARY'S PLUMBING, LLC	SUPPLIES	47.81
35353	JACKSON SERVICES, INC.	RUG SERVICE	371.54
35354	JB & R'S TREE SERVICE	TREE REMOVAL	10,000.00
35355	JOHNSON CONTROLS FIRE PROTECTION LP	FIRE SYSTEM CONTRACT	87.02
35356	KSB SCHOOL LAW	LEGAL SERVICES	88.50
35357	MATHESON TRI-GAS, INC.	SUPPLIES	2,512.99
35358	MENARDS	SUPPLIES	532.90
35359	NEBRASKA SAFETY CENTER	BUS DRIVER TRAINING	255.00
35360	OSCEOLA FOOD MART	SUPPLIES	374.01
35361	OSCEOLA TIRE AND SERVICE, LLC	PARTS/LABOR/REPAIRS	872.74
35362	PINNACLE BANK	SUPPLIES	530.42
35363	PINNACLE BANK	SUPPLIES	429.12
35364	PINNACLE BANK	ROGER CDL LICENSE	81.01
35365	POLK COUNTY HEALTH DEPARTMENT	NURSING FEES	1,398.60
35366	POLK COUNTY RPPD	ELECTRICITY	14,543.26
35367	POSTMASTER	BULK PERMIT	320.00
35368	PowerSchool Group LLC	GRADE AND ATTENDANCE SOFTWARE	4,162.12
35369	SPARROW PUBLICATIONS, LLC	PRINTING	253.13
35370	SPORT SAFE TESTING SERVICE, INC.	RANDOM DRUG TESTING	1,054.00
35371	TONNIGES CHEVROLET, INC.	PARTS/LABOR/REPAIRS	755.56

Board Report - Monthly

04/07/2024 6:39 PM

Posted - During Check Cycle; Fund Number 01; Processing Month 04/2024

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
35372	TRIPLE "S" SERVICE, LLC	GARBAGE SERVICE	578.00
35373	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	104.48
35374	WHITE, APRIL	SCHOLARSHIP POSTAGE REIMB	11.94
35375	WINDSTREAM	STATE INTERNET CONTRACT	141.86
35376	WOODRIVER ENERGY LLC	NATURAL GAS	<u>12,122.12</u>
Checking Account Total:			86,224.75
Checking: 1			
634	ESTECH SYSTEMS, INC.	PHONE SERVICES	89.48
636	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	13.81
635	MG TRUST COMPANY	TSA PAYABLE	990.00
637	OPTUM	FLEX PLAN FUNDING	1,214.03
633	PLIC - SBD GRAND ISLAND	LTD INSURANCE	<u>1,070.93</u>
Checking Account Total:			3,378.25
Checking: 4			
2279	OPTUM	FLEX PLAN FUNDING	150.00
2280	POSTMASTER	APRIL NEWSLETTERS	<u>111.28</u>
Checking Account Total:			<u>261.28</u>
TOTAL OF CHECKS & PREPAIDS			89,864.28
TOTAL OF PAYROLL			<u>292,057.05</u>
GRAND TOTAL			<u>381,921.33</u>

AGREEMENT

CONTRACTED LEVEL I, II, AND III SPECIAL EDUCATION SERVICES

THIS AGREEMENT, made and entered into this *1st* day of *March 2024* by and between Educational Service Unit 7 of the State of Nebraska, hereinafter called "Servicing Agency" and **Osceola** hereinafter called "District."

WITNESSETH:

1. That the Servicing Agency does hereby agree that it will furnish to the District the following described Special Education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the district prior to the district's budget preparation.
2. That the Servicing Agency does hereby agree it will furnish to the District the following described special education services as follows:
3. Services shall be provided only to children who qualify for such services as specified in State Department of Education, Special Education Rules and Regulations (Rule 51).
4. The Servicing Agency shall supply recorded information on each child for whom services are contracted. The Servicing Agency agrees that it will confer with the School District personnel for purposes of evaluating each child's progress.
5. The placing of a child in said program shall be made by joint decision of the Servicing Agency, the District, parents and/or guardians, and other members of the IEP team.
6. The Servicing Agency agrees to perform the services and the District agrees to pay in accordance with the Servicing Agency rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of 24-25 commencing no earlier than August 1, 2024 and ending no later than July 31, 2025.
7. The Servicing Agency retains the right to designate personnel to provide services. All personnel provided by the Servicing Agency shall be endorsed to provide their respective services.
8. Policies regarding sick leave, personal leave, and professional leave shall be determined by the negotiated agreement with the Servicing Agency for personnel providing services to the District.
9. In the event that school district's programming requirements and needs change at any time subsequent to and during the term of this agreement, the costs to the school established by this agreement, shall in mutual agreement between ESU 7 and the school district be adjusted and prorated and the parties may agree. Nothing in this paragraph, however, shall be construed to entitle the school district to abrogate this contract or declare it void. The district shall be obligated to pay all sums specified by this contract as due and owing the ESU 7 regardless of changes in circumstances within the district during the course of this contract. The ESU 7 shall, however, be obligated to meet with the school district and discuss in good faith alternatives to mitigating expense, reallocating staff, and other resources within the bounds of the law and as the ESU 7 may

in its sole discretion determine to be in the best interest of ESU 7 and the school district. Any and all changes or expenses incurred by ESU 7 in the course of performing its obligations pursuant to this agreement, or in preparing to do so, shall become due and payable by school district to ESU 7 upon billing in a manner consistent with the billing provision of this agreement.

10. If, for any reason the District does not pay as agreed, the Servicing Agency may cancel this contract and forthwith, without notice, refuse further services, without notice, to said district, but the District shall not be relieved from paying for services rendered by the Servicing Agency to the said District to date of termination of service. The District hereby expressly agrees, acknowledges and affirms that its refusal to pay for services rendered will result in the Servicing Agency refusal to render services in the future and that, by refusing to pay, the District does not and will not expect the Servicing Agency to provide services of any kind to the District until payment has been made in full.

11. The School District agrees that its payments will be made upon receipt of billing from the Servicing Agency. If the District refuses to make payment within sixty(60) days upon its receipt of billing, the outstanding amounts owed shall accrue in interest of the 1.25% per month or the maximum permitted by law, whichever is less, plus the expenses of collection.

12. It is understood and agreed, that in the event of any reason this contract does not comply with the State's requirement, it will be changed in accordance therewith, upon written notice by the Servicing Agency to the District and advising the District of the required changes to meet State requirements.

13. It is agreed this contract between the Servicing Agency and district must be signed by the District Board or Representative and returned to the Servicing Agency by **March 29, 2024**. The Servicing Agency's Board will then sign and return a copy of the contract to the District.

This agreement shall be binding upon the parties hereto and their successors. The persons executing this Agreement on behalf of the respective parties specifically acknowledge and represent that they have value authority to bind the party to whose benefit this Agreement had been executed.

Signatures:

District Board Representative

Date

ESU 7 Servicing Agency Representative

Date

ESU 7 SPED Director

Date

QUOTATION: 54497

Electronic Contracting Company
6501 N 70th St.
Lincoln, NE 68507

PO Box 29195
Lincoln, NE 68529

BILL TO	JOB LOCATION	
Company: OSCEOLA PUBLIC SCHOOLS Address: 565 S KIMMEL ST PO BOX 198 OSCEOLA, NE 68651 Contact: Phone:	Company: OSCEOLA PUBLIC SCHOOLS Address: 565 S KIMMEL ST PO BOX 198 OSCEOLA, NE 68651 Contact: Phone:	Date: 1/26/2024 Sales Rep: Dan Throener Phone: (402) 465 6930 Email: dthroener@eccoinc.com Expiration Date: 2/25/2024

TITLE
Osceola Complete Care with Licenses for Genetec, LSI, and Shooter Detection – until August 31 st of 2025
SCOPE OF WORK

Electronic Contracting Company (ECC) respectfully proposes a Complete Care PLUS Agreement for your **Shooter Detection and Access Control Systems**.

ECC will provide Complete Care PLUS support **until 08/31/2025**.

Our Complete Care Services Provided include:

Software/Firmware Assurance

- Update Firmware as needed for security patches

On Demand Service

- Provides 9x5 support response (Mon - Fri / 7:30 am - 4:30 pm)
- Provides priority phone support
- Provides priority on-site service
- Provides labor to perform off-site remote diagnostics and troubleshooting
- Provides labor to perform on-site troubleshooting to localize and diagnose faults
- Provides labor to perform on-site correction of problems, perform repairs and adjustments to restore system operation
- Provides labor to perform on-site scheduled semi- annual comprehensive recertification for adjustments, alignments and repairs

User Training

- Unlimited end user training focused on adoption of technology
- Training is done either onsite or remote via videoconference and must be scheduled a week in advance
- Updated Training Material

Shipping

- Ground shipping on repaired equipment is covered

Optional Plus Services

- **Genetec Licenses**
- **LSI Licenses**
- **Shooter Detection Licenses**

Support incident timing definitions during ECC normal business hours which are Monday through Friday 7:30am-4:30pm:

Two (2) Hours the amount of time ECC Responds. This is the amount of elapsed time between Client initiations of an issue, or the time ECC Tech II detects a fault, and the time ECC Managed Services creates an incident report and alerts Client that an incident has been created.

Four (4) hours the amount of time ECC Remote Support begins. This is the amount of elapsed time between Client initiations of an issue, or the time ECC Tech II proactively detects a fault, and the time an assigned ECC Managed Services technician connects to the system, or otherwise contacts Client, and begins remote diagnosis and troubleshooting (if applicable).

QUOTATION: 54497

Forty-eight (48) hours the amount of time ECC is On-site. This is the amount of elapsed time between when ECC Managed Services have determined that all remote resources have been exhausted, and an on-site presence is required to bring the issue to resolution. On-site services are available in this timeframe within a two (2) hour drive time of an ECC office.

One (1) week the amount of time for ECC Resolution Path. This is the amount of elapsed time between the initial ECC Managed Services incident report creation, and the ECC Support desk determination of the initial resolution path.

Two (2) Weeks the amount of time for ECC Resolution Report. This is the amount of elapsed time between when ECC Managed Services have determined that equipment is required for resolution and the time the equipment will arrive on-site.

Services outside the Scope of the Agreement will be subject to the current time and material rate plus applicable travel costs. Please contact your local office for those rates.

Agreement Price and Terms

- Coverage must be purchased on all components cabled together in a system.
- Payment is due net 30 days before service coverage begins. Contract will auto-renew at expiration unless otherwise noted.

Taxes are not included in this quote, and if tax exempt documentation is not provided, sales tax will be added.

Subtotal:	\$11,937.99
TAX:	0.00
Total:	\$11,937.99

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER:

(Print Name)

BUYER SIGNATURE: _____

DATE: _____

COMPANY:

(Print Company)

SALES REP: Dan Throener

(Print Name)

SALES REP SIGNATURE:

*Dan Throener*DATE: 01/26/2024

As acknowledgement that each page of the quotation was reviewed, please initial the bottom of each page.

Terms & Conditions

THESE BUSINESS TERMS (these Terms) are the general terms and conditions under which ECC will provide services to Client (the Services) under the Support Agreement to which they are attached (the Agreement). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

- 1) Independent Contractors.** ECC's relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.
- 2) Payment.** ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes unless otherwise stated in the proposal. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client's obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.
- 3) Warranties.** ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 4) Intellectual Property Rights.** Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the "Work Product"). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.
- 5) Non-Solicitation.** Client acknowledges that ECC has invested in the training and development of ECC's employees and that ECC's employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.
- 6) Allocation of Risk.**
 - a) Indemnification.** Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.
 - b) Limitation of Liability.** ECC'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - c) Attorney Fees.** Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.
- 7) Termination.** The Agreement may be terminated by either party if the other party has materially breached the Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination of the Agreement as set forth above, ECC may terminate any and all licenses granted to Client under the Agreement. Furthermore, upon termination of the Agreement for any reason, Client shall pay to ECC within five (5) days of receipt of a final invoice all fees due under the Agreement.
- 8) Miscellaneous.**
 - a) Enforceability.** The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.
 - b) Integrated Agreement.** Except for any purchase orders issued hereunder, there are no agreements, understandings, restrictions, warranties, or representations on which Client may rely relating to providing the Services. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Client unless they are set forth in writing by an authorized representative of ECC.
 - c) Assignment.** Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.
- 9) Acceptance of Agreement** - This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0
- 10) Scope of Work/Responsibilities.** ECC will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

Technology Purchase Proposal

Proposal for 2024-2025 school year is:

Purchase 7 – (5 packs) of the MacBook Airs giving us 29 student computers and 6 extras for additional students that might arrive or for spares. Total cost of \$30,765 for a newer model from the ones we purchased the last 3 years. Specs are in the chart below. Cost per unit is \$20 less when purchasing 5-packs than purchasing individually. This purchase would allow all Freshman students to receive a new computer that they would use the four years of their High School education and 6th grade class would receive new computers that would continue to be used in Middle School or passed to the Elementary for several years plus a few extras for spares and replacement.

Computer	Screen Size	Processor	Memory	Storage	Cost per Unit	Total
MacBook Air 5-pack	13-inch	M2 Chip	8GB	256GB	\$879	\$4395

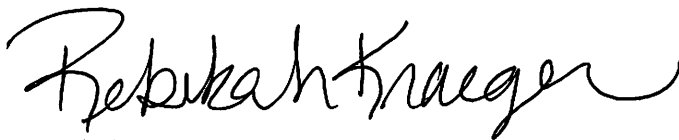
Mrs. Rebekah Kraeger
2013 Road 9
Waco, NE 68460
rebekah.kraeger@gmail.com

March 26, 2024
Osceola Public Schools
565 Kimmel St
Osceola, NE 68651

Dr. Jason Lavaley,

This letter confirms my decision to resign my position of Agriculture Educator and FFA Advisor at Osceola Public Schools at the conclusion of the 2023-2024 school year. Please know that my time here has been very special to me and this is not a decision that I have taken lightly. I appreciate the opportunities to learn and grow at Osceola Public Schools and I wish the school every success in the future.

Sincerely,

A handwritten signature in black ink that reads "Rebekah Kraeger". The signature is written in a cursive style with a long, sweeping tail on the letter "g".

Rebekah Kraeger

TEACHER'S CONTRACT

For Class II, III, & VI Schools & Class I Schools with a Superintendent

THIS CONTRACT made by and between the School District of Osceola Public Schools, No. 19 in the county of Polk, in the State of Nebraska, hereinafter referred to as "District" and Irvine Paloyo, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 9, 2024, and end on or about June 30, 2025, and shall consist of 185 days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of \$ * and under the following conditions.

VIZ: * Salary schedule placement does not reflect additional educational advancement on the salary schedule which the employee may be eligible to receive. Terms and conditions of employment shall be per the 2024-25 negotiated agreement. Extra duty assignments to be assigned as available.

Education Placement: BA + 24

Experience Placement: 8

FIRST: The salary of the Teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 15th day of September, 2024, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the county superintendent of schools in this county and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Sections 79-829 through 79-831 R.R.S. and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District by April 5, 2024, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed _____, 2024

Teacher

Executed April 8, 2024

School District of Osceola Public Schools No. 19
County of Polk

Attest:

By _____
President, Board of Education

Secretary, Board of Education

TEACHER'S CONTRACT

For Class II, III, & VI Schools & Class I Schools with a Superintendent

THIS CONTRACT made by and between the School District of Osceola Public Schools, No. 19 in the county of Polk, in the State of Nebraska, hereinafter referred to as "District" and Kailey Turner, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 9, 2024, and end on or about June 30, 2025, and shall consist of 185 days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of \$ * and under the following conditions.

VIZ: * Salary schedule placement does not reflect additional educational advancement on the salary schedule which the employee may be eligible to receive. Terms and conditions of employment shall be per the 2024-2025 negotiated agreement. Extra duty assignments to be assigned as available.

Education Placement: BA + 0

Experience Placement: 1

FIRST: The salary of the Teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 15th day of September, 2024, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the county superintendent of schools in this county and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Sections 79-829 through 79-831 R.R.S. and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District by May 1, 2024, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed _____ March 13, _____, 2024



Teacher

Executed May 8, 2024

School District of Osceola Public Schools No. 19
County of Polk

Attest:

By _____
President, Board of Education

Secretary, Board of Education

TEACHER'S CONTRACT
For Class II, III, & VI Schools & Class I Schools with a Superintendent

THIS CONTRACT made by and between the School District of Osceola Public Schools, No. 19 in the county of Polk, in the State of Nebraska, hereinafter referred to as "District" and Mallory Zelasney, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 9, 2024, and end on or about June 30, 2025, and shall consist of 185 days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of \$ * and under the following conditions.

VIZ: * Salary schedule placement does not reflect additional educational advancement on the salary schedule which the employee may be eligible to receive. Terms and conditions of employment shall be per the 2024-2025 negotiated agreement. Extra duty assignments to be assigned as available.

Education Placement: MA + 12

Experience Placement: 5

FIRST: The salary of the Teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 15th day of September, 2024, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the county superintendent of schools in this county and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

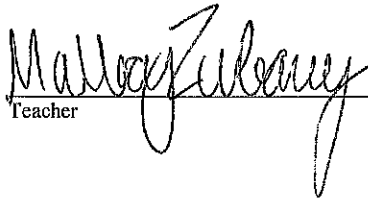
NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Sections 79-829 through 79-831 R.R.S. and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District by May 1, 2024, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed March 14, 2024


Teacher

Executed May 8, 2024

School District of Osceola Public Schools No. 19
County of Polk

Attest:

By _____
President, Board of Education

Secretary, Board of Education

Proposed Extra-Duty Schedule 2024-25

<u>Head Coaches</u>	<u>Name</u>
Football	Ericson, Luke
Volleyball	Prososki, Cheri
Boys Basketball	Zelasney, Jason
Girls Basketball	Brett Webster
Wrestling	
Boys and Girls Track	Ericson, Luke
<u>Assistant Coaches</u>	<u>Name</u>
Asst HS Football	Theis, Dan
Asst HS Football	Roberts, Andy
Asst HS Volleyball	Amanda Hinkle
Asst HS Softball	Mallory Kumpf
Asst HS Boys Basketball	Josh Goodenkauf
Asst HS Girls Basketball	
Asst HS Wrestling	Dylan Kaup
Asst Girls & Boys Track	Jason Zelasney
Asst Girls & Boys Track	Doug Rathjen
Asst Girls & Boys Track	Miranda Ericson
Asst Girls & Boys Track	Dylan Kaup
Asst Baseball	Evan Feezell
<u>Activity Sponsors</u>	<u>Name</u>
Athletic Director	Evan Feezell
Speech	Abby Olson
One Act	Sterup, Stephanie
One Act Assistant	Abby Olson
Drama	Sterup, Stephanie
Elem Vocal Music	Irvine Payolo
Instr. Music	Irvine Payolo
HS Vocal Music	Irvine Payolo
Student Council	Baloun, Kimberly
National Honor Society	Brandow, Jami
Cheerleading Sponsor	Weller, Tasha
Cheerleading Sponsor	Gillespie, Mollie
Quiz Bowl Sponsor	Baloun, Kimberly
JH Quiz Bowl Sponsor	Baloun, Kimberly
FFA Sponsor	
Concessions Coordinator	Ekart, James
<u>Class Sponsors</u>	<u>Name</u>
Sophomore	
Sophomore	Ericson, Luke
Junior	Olson, Abby
Junior	White, April
Senior	Tonniges, Chelsey
Senior	White, April
Freshman	Ekart, James
Freshman	
<u>Junior High Athletics</u>	<u>Name</u>
Jr. High Football	
Jr. High Volleyball	Kropatsch, Nicci
Jr. High Boys Basketball	
Jr. High Girls Basketball	Prososki, Cheri
Jr. High Wrestling	Dylan Kaup
MS Speech	Tyler Fieldgrove
Morning Weights /Summer Weights	Evan Feezell