

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. AD Report
 - 4.2. Principals Reports
 - 4.2.1. Elementary Report
 - 4.2.2. MS/HS Report
 - 4.3. 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 \$389,160.08
 - 5.1.4. Payment of bond fund claims in the amount of \$417,858.75
 - 5.2. Consider, discuss and take all necessary action on
 - 5.2.1. Consider, discuss and take all necessary action to approve renewal of nurse's contract with Polk County Health Department.
 - 5.2.2. Consider, discuss and take all necessary action on bid from Hiland Dairy.
 - 5.2.3. Consider, discuss, and take all necessary action to use ETI as our engineer for our field lighting project and Musco as project managers and selection of bids for Materials and Installation.
 - 5.2.4. Consider, discuss and take all necessary action to set activity prices for the 2024-25 school year.
 - 5.2.5. Accept the resignation of Brent Breckner as the 6-12 Principal at the end of the 2023-2024 school year.
 - 5.2.6. Consider, discuss, and take all necessary action on accepting Evan Feezell as the 6-12 Principal for the 2024-2025 school year.
 - 5.2.7. Consider, discuss, and take all necessary action to accept Korrina Niemann as the 6-12 Ag teacher for the 2024-2025 school year.
 - 5.2.8. Consider, discuss, and take all necessary action to accept Isabelle Burke as a local substitute at Osceola Public Schools.
6. Next Meeting Dates and Times
 - 6.1. Regular meeting June 10, 2024, 6:00 PM at the Osceola Middle/High School Media Center.
7. Adjournment

Jeffrey Elementary

May 13th, 2024

Brett Webster

- NSCAS/Fastbridge Testing is over along with incentive parties.
- AR field trip is May 14th to Columbus for the YMCA.
- PreK promotion is May 14th at 2:00 PM.
- Classroom AR Parties on the last day.
- Last Day of school is May 16th (1:30 dismissal)
- There are a lot of youth camps for kids this summer between sports, Vacation Bible School, Library, Young Patriots, and 4H.
- 14 Kindergartners, 11 afternoon PreK, 8 or 9 Morning PreK - numbers for next year.

Board of Education Regular Meeting
Middle School/High School Media Center
565 Kimmel Street
Osceola, NE 68651
April 8, 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 April 4, 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:	Present
Daisy Naber:	Present	Eric Yungdahl:	Present

Also present were Superintendent Jason Lavaley, Principal Brent Breckner, Principal Brett Webster, Maintenance Head Jesse Pliefke, Student Council President Creighton Sterup, Debra Berry and one staff member.

2.3. Excuse Board Members Who Are Absent

There were no board members absent.

3. Recognition of Visitors/Communications from the Public

There were no patrons at the meeting.

4. Reports

4.1. Student Body President Report

Student Council President Creighton Sterup gave his oral report about the possibility of wearing caps during school hours.

4.2. Custodial and Maintenance Report

Maintenance Head Jesse Pliefke gave his written and oral report about: the trees are being cleaned up by Josh Goodenkauf (JB & R's Tree Service), mowing season is starting; controlling weeds; the air conditioner in the north gym needs repair; the boiler system needs some pipe repairs; work needs to be done on one of the mini buses; and Mr. Roger Marsden is completing the CDL process to drive bus.

Mr. Pliefke thanked the Board for his raise for the 2024-2025 school year.

4.3. AD Report

Activities Director Evan Feezell was at baseball in North Platte, Nebraska, so Superintendent Jason Lavaley gave an oral report about: changes in wrestling classes; and options of purchasing the required basketball shot clock.

4.4. Principals Reports

4.4.1. Elementary Report

Elementary Principal Brett Webster gave his written and oral report about: NSCAS (state) testing will start Thursday, April 11th; the Daddy/Daughter Dance will be Sunday, April 14th; Kindergarten Round-Up and Preschool Registration is scheduled for Friday, April 19th; the Elementary Spring Music Concert has been moved to May 6th; the Art Show is May 6th at the north gym commons; field trips will be finishing up between April 21st and May 17th; the Elementary Track and Field Day is scheduled for May 3rd at 1:00 PM; the AR Party is set for May 14th; the Wax Museum will be held April 25th from 5:30 PM to 6:30 PM; Preschool Promotion is May 14th at 2:00 PM; and the last day of Elementary School will be May 16th.

4.4.2. MS/HS Report

Middle/High School Principal Brent Breckner gave his written and oral report about: CTE work with school and ESU #7 staff; planning for next school year's staffing, schedule, and course offerings; exploring resources for middle school reading, English, and science; reviewing social studies resources; working on the 2024-2025 handbook; assessment calendar; prepping for NSCAS and NWEA testing; May 8th is Seniors' last day of school is May 8th; District Track is scheduled for May 8th; Graduation will be held May 11th; the last day of school for students will be May 16th; the last day of school for teachers is scheduled for May 17th; and State Track will be held May 18th and 19th.

4.5. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: the football stadium lights are being addressed with an engineer as required by state guidelines; there will be no school on May 8th, so the staff can help at the District Track Meet; review of legislation regarding biological male or female students not using spaces or participating in sports designated for the opposite sex, and property taxes; upcoming NASB workshops; and the Superintendent's calendar.

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, Jena Ockander: Yea, Eric Yungdahl: 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 \$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.

To approve the proposed ESU #7 services contract for the 2024-2025 school year passed with a motion by Anthony Mestl and a second by Jena Ockander.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

5.2.2. Renew Contract with ECC for complete care and layered solutions for service, updates, and software to run the equipment.

To accept and renew contract with Electronic Contracting Company in the amount of \$11,937.99 for complete care and layered solutions for service, updates, and software to run the shooter detection equipment passed with a motion by Eric Yungdahl and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

5.2.3. Consider, discuss, and take all necessary action to purchase laptops for the 2024-2025 school year.

To approve purchasing laptops for the 2024-2025 school year passed with a motion by Jennifer Boruch and a second by Jena Ockander.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

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.

To accept the letter of resignation from Mrs. Rebekah Kraeger as the Ag Teacher and FFA Sponsor at the end of the 2023-2024 school year passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Thank you, Mrs. Kraeger, for your dedication and efforts to Osceola Public Schools. Good luck on your next adventure!

5.2.5. Consider, discuss, and take all necessary action on offering staff contracts for the 2024-2025 school year.

To approve offering staff contracts for the 2024-2025 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, Jena Ockander: Yea, Eric Yungdahl: Yea

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.

To hire Mr. Irvine Paloyo as the K-12 Music 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, Jena Ockander: Yea, Eric Yungdahl: Yea

Welcome to Osceola Public Schools, Mr. Paloyo!

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.

To hire Mrs. Kailey Turner as a Middle School Teacher for the 2024-2025 school year passed with a motion by Daisy Naber and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Welcome to Osceola Public Schools, Mrs. Turner!

5.2.8. Consider, discuss, and take all necessary action to accept Mrs. Zelasney as Elementary Counselor for the 2024-2025 school year.

To hire Mrs. Mallory Zelasney as an Elementary Counselor for the 2024-2025 school year passed with a motion by Eric Yungdahl and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Welcome back to Osceola Public Schools, Mrs. Zelasney!

5.2.9. Consider, discuss and take all necessary action on approving Extra Duty Assignments.

To approve proposed extra-duty assignments for the 2024-2025 school year 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, Jena Ockander: Yea, Eric Yungdahl: Yea

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

To accept allowing more than one Salutatorian for the Class of 2024 based on circumstances this 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, Jena Ockander: Yea, Eric Yungdahl: Yea

6. Next Meeting Dates and Times

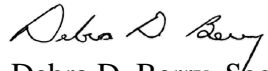
6.1. Regular meeting, Monday, May 13, 2024, 6:00 PM at the Osceola Middle/High School Media Center.

7. Adjournment

To adjourn meeting at 6:58 PM passed with a motion by Eric Yungdahl and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Respectfully submitted,



Debra D. Berry, Secretary Appointed

**Board Report – Monthly
GENERAL FUND**

Posted - During Check Cycle; Fund Number 01; Processing Month 05/2024

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
35385	APPLE, INC.	MAC MINI	1,149.00
35386	BALOUN & SONS MOWING CO.	MOWING	240.00
35387	BLAZERWORKS	SPEECH SERVICES	4,605.78
35388	CENTRAL NEBRASKA REHABILITATION SERVICES	OT/PT SERVICES	3,634.78
35389	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	2,428.76
35390	CONTROL SERVICES, INC.	REPAIRS/MAINTENANCE CONTRACT	6,406.23
35391	DIETZE MUSIC HOUSE	SUPPLIES/REPAIRS	66.80
35392	EAKES OFFICE PLUS	SUPPLIES	6,271.06
35393	EDUCATIONAL SERVICE UNIT #7	ON TO COLLEGE WITH JOHN BAYLOR	1,408.00
35394	ENGEL, RONNIE	COMPUTER PARTS REIMB.	1,409.48
35395	ESSENTIAL SCREENS	BACKGROUND CHECKS	80.18
35397	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	13,763.41
35396	ESU #7	NETWORK OPERATIONS	75.00
35398	FIEDLER, KASON	REIMB. MUSIC PURCHASED	69.98
35399	FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	80.03
35400	FRONTIER COOPERATIVE COMPANY	FUEL	3,154.78
35401	GARRATT CALLAHAN COMPANY	WATER TREATMENT SUPPLIES	750.00
35402	GARY'S PLUMBING, LLC	SUPPLIES	41.67
35403	JACKSON SERVICES, INC.	RUG SERVICE	371.61
35404	JOHNSON SAND & GRAVEL CO., INC.	GRAVEL	1,487.50
35405	KSB SCHOOL LAW	LEGAL SERVICES	88.00
35406	MACKIN EDUCATIONAL RESOURCES	LIBRARY BOOKS	173.30
35407	MATHESON TRI-GAS, INC.	SUPPLIES	39.02
35408	MENARDS	SUPPLIES	80.28
35409	NEBRASKA SAFETY CENTER	BUS DRIVER TRAINING	125.00
35410	OSCEOLA IMPLEMENT & SUPPLY, INC.	SUPPLIES	7.44
35411	OSCEOLA TIRE AND SERVICE, LLC	PARTS/LABOR/REPAIRS/SUPPLIES	275.99
35412	PINNACLE BANK	BOOKS & SUPPLIES	2,027.54
35413	PINNACLE BANK	ASD CONFERENCE HOTEL	363.94
35414	PLIEFKE, JESSE	SUPPLIES REIMB.	41.80
35415	POLK COUNTY HEALTH DEPARTMENT	NURSING FEES	1,193.78
35416	POLK COUNTY RPPD	ELECTRICITY	12,342.12
35417	PRESTO-X, A RENTOKIL COMPANY	PEST CONTROL	327.16
35418	PRINCETON IT SERVICES, INC	ROUTERS & ACCESS POINTS	5,201.79
35419	SPARROW PUBLICATIONS, LLC	PRINTING	312.26
35420	TONNIGES CHEVROLET, INC.	PARTS/LABOR/REPAIRS	211.30
35421	UNIVERSITY OF MISSOURI- COLUMBIA AR	NEE USER & TRAINING FEES	1,650.00

Board Report - Monthly

Posted - During Check Cycle; Fund Number 01; Processing Month 05/2024

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
35422	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	104.48
35423	WINDSTREAM	STATE INTERNET CONTRACT	141.84
35424	WOODRIVER ENERGY LLC	NATURAL GAS	<u>2,435.22</u>
Checking Account Total:			74,636.31

Checking: 1

639	ESTECH SYSTEMS, INC.	PHONE SERVICES	89.48
641	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	13.81
642	MG TRUST COMPANY	TSA PAYABLE	990.00
643	OPTUM	FLEX PLAN FUNDING	1,230.09
638	PLIC - SBD GRAND ISLAND	LTD INSURANCE	1,070.93
640	QUADIENT LEASING USA, INC.	POSTAGE METER LEASE	<u>276.00</u>
Checking Account Total:			3,670.31

Checking: 4

2283	AMERITAS LIFE INSURANCE GROUP	PREMIUM BALANCE	380.50
2281	OPTUM	FLEX PLAN FUNDING	150.00
2284	POSTMASTER	MAY NEWSLETTERS	310.00
2282	QUADIENT FINANCE USA, INC.	POSTAGE	750.50
2287	UNITED TRAILER SALES, LLC	TRAILER	<u>11,000.00</u>
Checking Account Total:			<u>12,591.00</u>
TOTAL OF CHECKS & PREPAIDS			<u>90,897.62</u>
TOTAL OF PAYROLL			<u>298,262.46</u>
GRAND TOTAL			<u>389,160.08</u>

Board Report - Monthly

BOND FUND

Automatic Payment; Fund Number 07; Processing Month 05/2024

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
13	BOK FINANCIAL, NA	REDEMPTION OF PRINCIPAL/INTEREST	417,843.75
14	PINNACLE BANK - OSCEOLA	WIRE FEE FOR BOND PAYMENT	<u>15.00</u>
Checking Account Total:			<u>417,858.75</u>

SCHOOL NURSE CONTRACT

2023-2024

Polk County Health Department to be contracted to provide School Health/Nurse Services for **Osceola Public Schools**.

1. A registered nurse (R.N.) will be available on-site an average of 8-10 hours per week. This time can be divided, as both parties feel appropriate. During peak times, more hours may be required.
2. The R.N. will review existing school policies regarding health issues and make current curriculum suggestions for changes as appropriate. The R.N. will be aware that these are suggestions and the school board has final authority.
3. The R.N. will be available for training of staff regarding current health issues and emergency/first aid or other topics as requested.
4. The R.N. will review immunization records to determine if vaccinations are appropriate for age. If a child is found to be lacking in age-appropriate immunizations, the R.N. will notify parents and then school administration if necessary.
5. The R.N. or fellow staff nurse may be available to examine/counsel individual students regarding health related problems as needed.
6. The school shall be responsible for providing an adequate space for the R.N. to perform her duties as well as any supplies necessary to perform the assigned duties.
7. The school shall agree to pay the Polk County Health Department an hourly wage of \$35.00 per hour per nurse for duties performed at school. The school will also agree to pay the Polk County Health Department \$0.655 per mile for mileage expenses incurred while performing the above duties.
8. The Polk County Health Department staff will conduct PreK-12 hearing evaluation, dental check, vision screening and height and weight measurements and will make referrals to families of students that have deficiencies, as required by State of Nebraska regulation and as requested by school administration. They will also make a follow up visit to include screenings of any student absent on the initial visit, any new students, anyone who was referred on initial visit, teacher requests and any student who had a borderline deficiency but was not referred on initial list.
9. This contract is to begin on or about August 1, 2023 and continue to on or about May 31, 2024. Payment shall be made monthly to: **Polk County Health Department**.

POLK COUNTY HEALTH DEPARTMENT

OSCEOLA PUBLIC SCHOOLS

Darla Winslow

Dr. Jason Lavaley

Darla J Winslow

Jason Lavaley

Title

Title

Director

Superintendent

Date

Date

4/11/2023

4/25/2023



2901 Cuming Street
Omaha, NE 68131
(402) 344-4321 phone
(402) 970-0147 fax
www.HilandDairy.com

Date: 04-08-2024

Osceola Public School
Box 198
Osceola, NE 68651

Dear Superintendent or Food Service Director,

Hiland Dairy is pleased to submit for your consideration the following quote for **Dairy Products** for the 2024-2025 school year. Bid prices are for paper Half Pints.

Due to the volatility of the market, we will be offering school bids on an escalator basis only for the 2024-2025 school year.

If possible, please include a 2024-2025 School Calendar with your bid. This will help us know when school is in session during the school year.

<u>Product</u>	<u>Product #</u>	<u>Escalator</u>
Half Pint 1 %	9171	.4350
Half Pint Choc FF	9178	.4440
Half Pint Strawberry FF	9177	.4440
4 oz Apple Juice	9504	.2800

Bid is accepted

Bid is declined

Please submit form to:
Hiland Dairy
401 N. Shady Bend Road
Grand Island, NE 68801
Phone: 308-384-1371
Fax: 308-384-4909

The above Bid is accepted by the Superintendent or Food Service Director.

Signed [Signature] Name of School Osceola Public Schools

Acceptance Date: 4/18/2024 First day of breakfast or lunch: 8/15/2024 Esc. / De-Esc. Month: April

Thank you,

Clint Bucknell
Grand Island Branch Manager
cbucknell@hilanddairy.com

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Milk Escalator / De-Escalator Pricing Clause (DFA Supplied)

The pricing quoted is based on **April's 2024** Federal Milk Marketing Order for Class I Skim and Class I Butterfat. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements and Dairy Farmers of America.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$.00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate, re-sale products (ex. Tropicana, Sport Shake), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1st day of the month following the price announcement.



PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

April 29, 2024

Dr. Jason Lavaley, Superintendent
Osceola Public Schools
565 Kimmel St.
PO Box 198
Osceola, NE 68651

RE: Osceola Public Schools Field Lighting
ETI Project Number 2024-066

Dear Dr. Lavaley,

Engineering Technologies, Inc. (the ENGINEER) proposes to render professional engineering services in connection with your Project, which is generally described as follows and hereinafter called the “Project”:

1. Project

- Electrical design services for replacing and upgrading the field lighting at Osceola Public Schools. The project shall consist of replacing the existing field lighting, associated control system, and rough-in provisions for a new sound system (sound system design by others).

2. Basic Scope of Services

Our Basic Services will consist of Engineering work associated with the Electrical Construction Documents and construction period services, all as set forth below. You will be responsible for all services or items necessary for the Project, which are not specifically stated as part of Basic Services. We will also furnish such additional services as you may specifically request in writing.

- a. Prepare and provide one set of sealed working drawings, specifications, and other Contract Documents describing the material and workmanship required for the construction of the Project.
- b. Handle all matters pertaining to printing, advertising, and distribution of the Contract Documents. Assist in the solicitation for bids from qualified contractors and attend a pre-bid conference and the bid opening.
- c. After the bidding process is complete, evaluate the bids received and make a recommendation as to the lowest responsible bidder. After award of contract, attend a pre-construction conference with the Contractors and the Owner.
- d. Issue such additional instructions to the Contractor as may be necessary to interpret the approved plans and specifications or to illustrate changes required in the Contractor’s work.
- e. Review shop drawings submitted by the Contractor for general compliance with the approved plans and specifications.

Page 1 of 4

Engineering Technologies Inc

Mechanical & Electrical Building Solutions

825 M Street, Suite 200, Lincoln, NE 68508

1101 North 13th Street, Omaha, NE 68102

P 402.476.1273

P 402.330.2772

Innovative.Comprehensive.Proven

www.eti-engineers.com

Principals Martin D. Kasl, PE, LEED AP, Mechanical Engineer
Thomas A. Ernst, PE, Electrical Engineer
Daniel L. Thompson, PE, Mechanical Engineer

Derek R Kotschwar, PE, CxA, LEED AP, Mechanical Engineer
Justin L. Veik, PE, LEED AP, Architectural Engineer - Mechanical
Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical

Tony L. Dupsky, PE, Architectural Engineer - Mechanical
Principal Emeritus Daniel W. Schinstock, PE, Mechanical Engineer



- f. Attend coordination meeting(s) during construction of the project. Coordination meetings shall be scheduled with on-site observation trips, when possible.
- g. Review applications for pay requests submitted by the Contractor.
- h. Provide on-site observation trip(s) during the course of the project, at times deemed necessary by the Engineer. On-site observation is required to observe installation procedures and to help maintain quality control.
- i. When the Contractor completes all the work in accordance with the terms of the Contract, the ENGINEER shall verify that the work done and materials supplied are in general conformance with the plans and specifications, and shall recommend that final payment be issued to the Contractor.

You will be requested to furnish us with computer generated background drawings and full information as to your requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data. Energy studies, cost comparisons of different systems, or other similar studies are not included in the Basic Scope of Services.

3. Compensation for Professional Services

Our fee and subsequent billings for our Basic Services will be based on the following:

- A fixed fee of \$26,000, plus reimbursable expenses.

Any additional services not described in this Agreement will be billed at our standard hourly rates and reimbursable rates in effect at time of such services (see attachment for current Standard Billing Rates).

Reimbursable expenses incurred in connection with all Basic and Additional Services will be charged based on actual costs plus 10% for copies; printing; reproductions; meals; lodging; transportation; and postage and handling (see attachment for Standard Reimbursable Expense Charges).

We will bill you monthly for Basic and Additional Services and reimbursable expenses. The above financial arrangements are based on prompt payment of our bills and the orderly and continuous progress of the Project through completion.

Payments are due and payable in full thirty (30) days from the date of our invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to complete our services within a mutually agreed upon time frame.

If, during the term of this Agreement, the scope of services is modified or circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the Client of the changed conditions necessitating renegotiation, and the ENGINEER and the Client shall promptly and in good faith enter into renegotiation of this Agreement.



If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation or schedule, taking into consideration the impact of such delay.

Upon request by the Client, the ENGINEER shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the Client’s consultants or contractors. The ENGINEER shall be compensated for these services as “Additional Services”, as well as any for services required to modify and coordinate the construction documents prepared by the ENGINEER with those of the Client’s consultants. The ENGINEER also shall be entitled to adjustment(s) in schedule caused by this additional effort. Only one set of sealed construction documents shall be provided by the ENGINEER. The Client agrees that the ENGINEER shall not be responsible in any way for errors and omissions by others in incorporating the proposed recommendations into the construction documents.

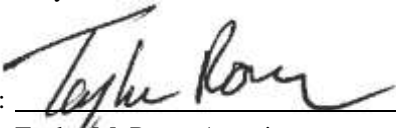
4. Liability

Both parties recognize the risks, rewards, and benefits of the Project as they relate to our fee for services. The risks have been allocated such that, to the fullest extent permitted by law, our total liability for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this agreement from any cause(s), shall not exceed the total amount of **our design fees**. Such causes include, but are not limited to, our negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.


Client confirms that neither Engineering Technologies, Inc. nor any of Engineering Technologies, Inc.’s sub-consultants or sub-contractors owes a fiduciary responsibility to Client or Owner. Client also confirms that Owner has so agreed in Owner’s agreement with Client.

This proposal and all attachments represent the entire understanding between you and Engineering Technologies, Inc., with respect to the Project and may only be modified in writing signed by both parties. **If this proposal satisfactorily sets forth your understanding of our agreement, please sign and date the enclosed copies on the appropriate line. Return one (1) copy to this office as our notice to proceed and keep the remaining copy for your files.**

Sincerely,

By: 
Taylor M. Roan, Associate
Electrical Engineer
Engineering Technologies, Inc.

Accepted by: _____
Dr. Jason Lavaley, Superintendent
Osceola Public Schools
Date: _____

By: 
Martin D. Kasl, PE
Principal
Engineering Technologies, Inc.

Enclosure



ENGINEERING TECHNOLOGIES, INC.

2024 STANDARD BILLING RATES

<u>Staff Position</u>	<u>Billing Rate</u>
Principal	\$210.00
Professional Engineer	\$185.00
Engineer I / Senior Designer	\$165.00
Technology Project Manager.....	\$165.00
Engineer II	\$140.00
BIM Manager	\$140.00
Designer I	\$140.00
Designer II	\$130.00
Construction Manager	\$140.00
Engineering Technician I	\$120.00
Engineering Technician II	\$110.00
Engineering Technician III	\$95.00
Administrative Staff	\$75.00

2024 REIMBURSABLE EXPENSE CHARGES

<u>Expense</u>	<u>Charge</u>
Mileage	Federal Mileage Allowance + 10%
Transportation Expense	Actual Cost + 10%
Consultants	Actual Cost
Supplies, Miscellaneous, Etc.....	Actual Cost + 10%
Printing Charges	Actual Cost + 10%
Black and White Copies/Prints.....	\$0.12/each + 10%
Color Copies/Prints	\$0.59/each + 10%
Bond Paper (Plots)/Small - 24" x 36"	\$3.00/sheet
Bond Paper (Plots)/Large - 30" x 42"	\$4.50/sheet

Quotation Price– Materials and Installation

Musco’s Light-Structure System™ as described below and delivered to the job site:

ENSLEY ELECTRIC: Football Field - \$249,048.00

(360’x160’, 30-foot candles, Show-Light® with 4 minutes of Music, 4 Musco poles, 25-year warranty, Track lighting, Home bleachers)

ADDER: RGBW (Bleacher and Gate) - \$7,000.00

PRIMARY ELECTRIC: Football Field - \$257,240.00

(360’x160’, 30-foot candles, Show-Light®, 4 Musco poles, 25-year warranty, Track lighting, Home bleachers)

ADDER: RGBW (Bleacher and Gate) - \$7,000.00

Once approved 2 separate contracts will be sent, one from Musco for materials and one from the chosen contractor for installation services

Sales tax and Bonding are not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

System Description –Factory-built, wired, aimed, and tested lighting system includes:

- Remote electrical component enclosures
- Pole length wire harnesses
- Factory-aimed and assembled luminaires
- UL listed as a complete system

Show-Light® Special Effects Package with Control-Link® Control and Monitoring System

- Control and monitoring cabinet
- Communication cabinet
- Touchscreen for onsite control of theatrical effects
- Pre-programmed theatrical lighting effects applied to facility lighting design
- 4 minutes of light show programming set to customer-supplied and licensed music
- Remote on/off control
- Onsite dimming (high/med/low/blackout)
- Monitoring with 24/7 customer support

Environmental Light Control – control for neighbors and the environment

- Reduction of spill light and glare by 50% or more

Always Ready to Play – control assuring the results you expect

- Reduction of energy and maintenance costs by 40% up to 85% over typical 1500W HID equipment
- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for **25 years**.



Date: May 2024

Osceola High School

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC: Musco's Credit Department will provide payment terms.

Musco Sports Lighting, LLC

Fax: 800-374-6402

Email: musco.contracts@musco.com

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Installation: SOW

- Remove existing sports lighting fixtures and poles.
- Install (4) Musco Sports Lighting Poles and associated fixtures.
- Directional Bore new conduit and wiring to each pole.
- Install a New 200 480V 3PH panel from the existing power source for Musco System
- Included in pricing: Materials, labor, and equipment for the above scope of work.
- Install conduit and cable for Show Lighting

Notes

- Shipment of the entire project together to one location
- Based on 480 Volt 3 Phase electrical system requirement
- Structural code and wind speed = 2018 IBC, 115MPH Wind Zone and exposure: C
- The owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- This is assuming power is adequate and readily available
- **Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost**
- Confirmation of pole locations prior to production

Thank you for considering our team for your sports lighting needs. Please contact me with any questions.

Brad Thompson

Musco Sales Representative

Musco Sports Lighting, LLC

Phone: 641.660.9554

E-mail: Brad.Thompson@musco.com

Project #36414



Lighting System

Pole / Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
F1-F4	80'	80'	6	TLC-LED-1200	7.02 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
4			32		32.68 kW	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Football	32.68 kW	32

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	8
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	24

Single Luminaire Amperage Draw Chart

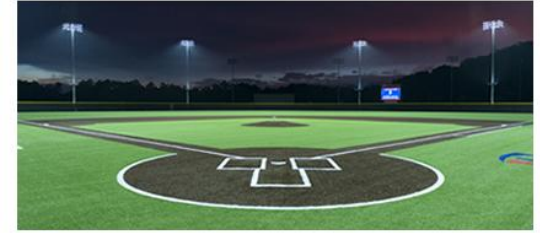
Driver (.90 min power factor)	Max Line Amperage Per Luminaire						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0

Light Level Summary

Calculation Grid Summary

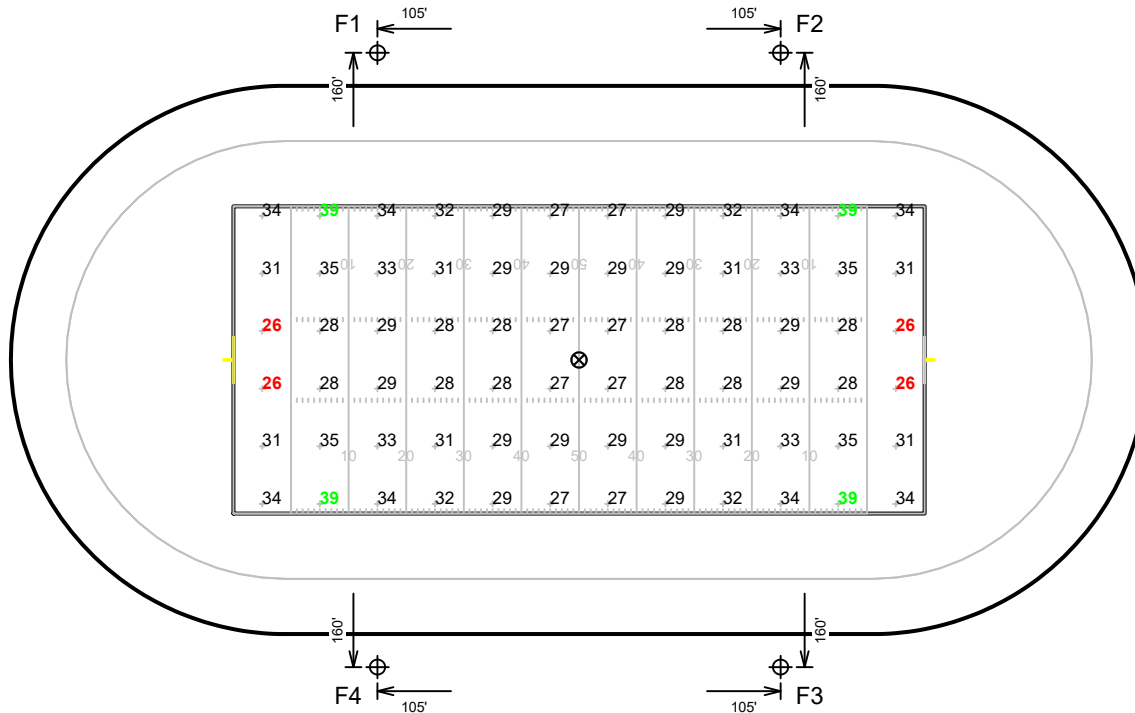
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
150' Spill (Cd)	Max Candela (by Fixture)	1472	0.01	3136	395669.60	147199.20	A	32
150' Spill	Horizontal Illuminance	0.01	0	0.02	0.00		A	32
150' Spill	Max Vertical Illuminance Metric	0.03	0	0.07	0.00		A	32
Football	Horizontal Illuminance	30.4	26	39	1.51	1.17	A	32
Track	Horizontal Illuminance	11.8	4	21	4.67	2.94	A	32

From Hometown to Professional



EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	F1-F4	80'	-	15.5'	TLC-BT-575	2	2	0
				80'	TLC-LED-1200	6	6	0
4	TOTALS					32	32	0



GRID SUMMARY

Name: Football
Size: 360' x 160'
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid	
Guaranteed Average:	30
Scan Average:	30.41
Maximum:	39
Minimum:	26
Avg / Min:	1.17
Guaranteed Max / Min:	2.5
Max / Min:	1.51
UG (adjacent pts):	1.25
CU:	0.49
No. of Points:	72

LUMINAIRE INFORMATION

Applied Circuits: A
No. of Luminaires: 32
 Total Load: 32.68 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

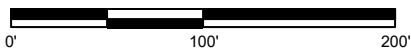
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1 : 100



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	F1-F4	80'	-	15.5'	TLC-BT-575	2	2	0
				80'	TLC-LED-1200	6	6	0
4	TOTALS					32	32	0

GRID SUMMARY

Name: Track
Size: Irregular
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Scan Average: 11.75

Maximum: 21

Minimum: 4

Avg / Min: 2.62

Max / Min: 4.67

UG (adjacent pts): 0.00

CU: 0.12

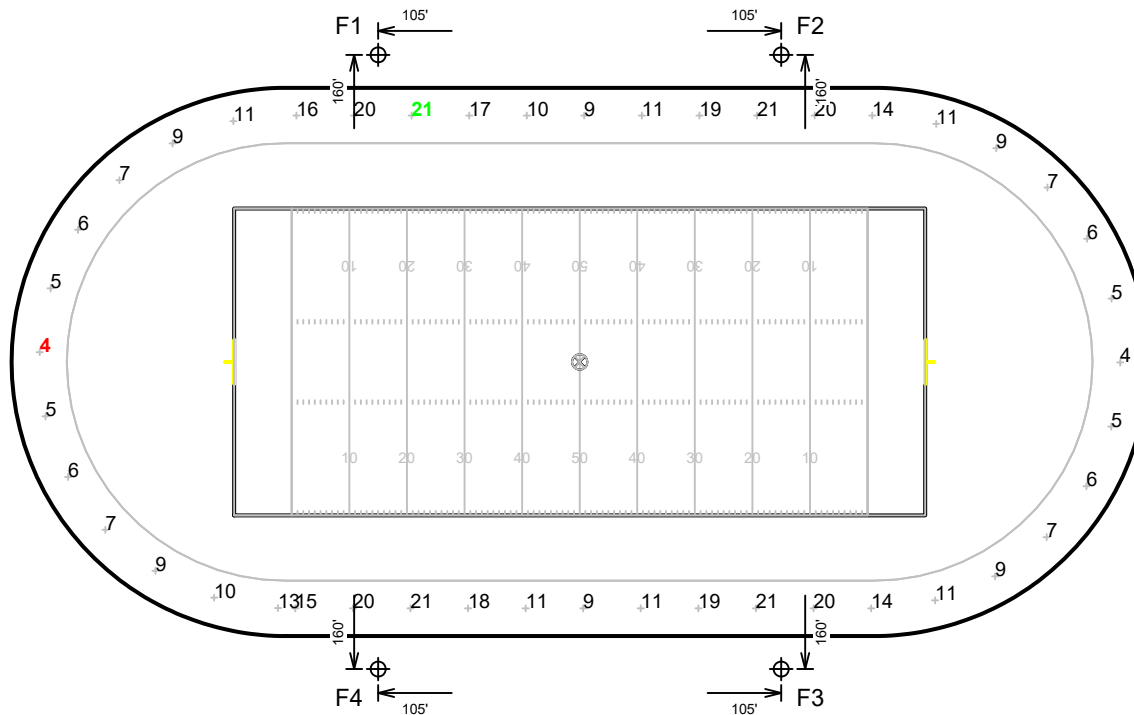
No. of Points: 45

LUMINAIRE INFORMATION

Applied Circuits: A

No. of Luminaires: 32

Total Load: 32.68 kW



Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

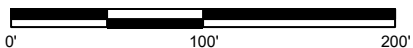


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ILLUMINATION SUMMARY

SCALE IN FEET 1 : 100



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	F1-F4	80'	-	15.5'	TLC-BT-575	2	2	0
				80'	TLC-LED-1200	6	6	0
4	TOTALS					32	32	0

GRID SUMMARY

Name: 150' Spill
 Spacing: 30.0'
 Height: 3.0' above grade

ILLUMINATION SUMMARY

HORIZONTAL FOOTCANDLES

Entire Grid
 Scan Average: 0.0077
 Maximum: 0.02
 Minimum: 0.00
 No. of Points: 82

LUMINAIRE INFORMATION

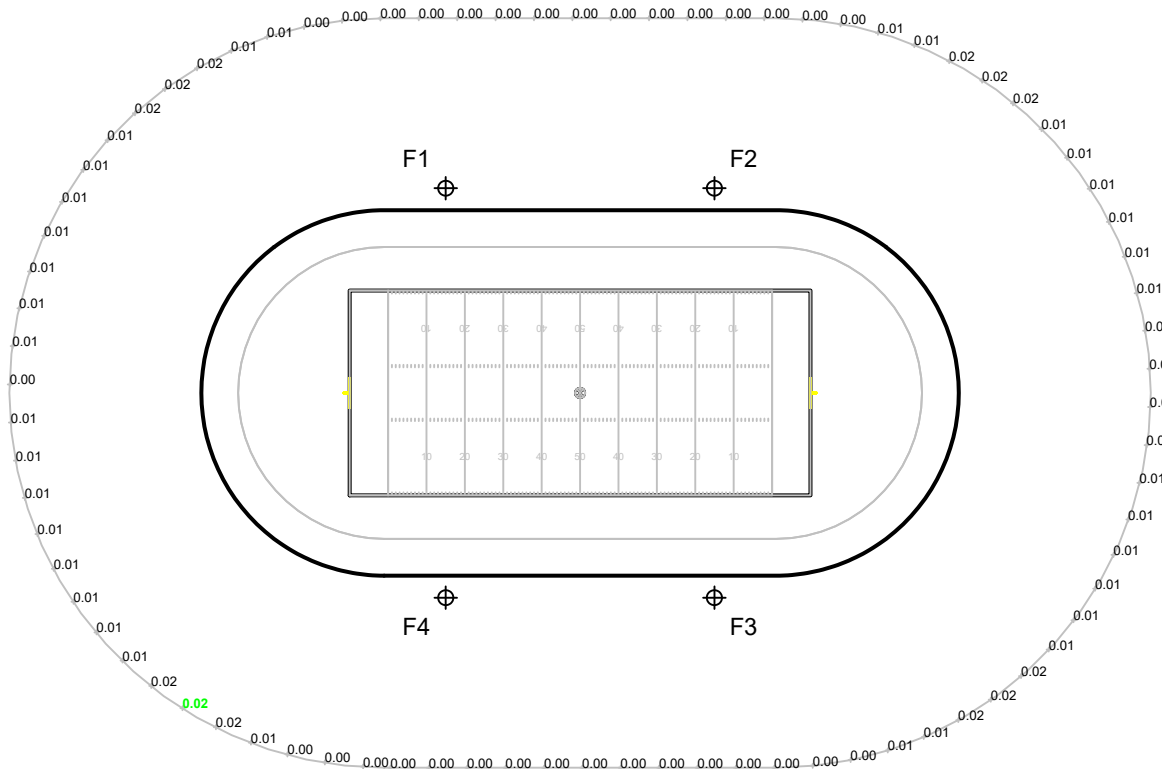
Applied Circuits: A
 No. of Luminaires: 32
 Total Load: 32.68 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

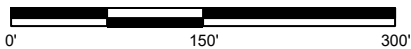
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1 : 150



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	F1-F4	80'	-	15.5'	TLC-BT-575	2	2	0
				80'	TLC-LED-1200	6	6	0
4	TOTALS					32	32	0

GRID SUMMARY

Name: 150' Spill
 Spacing: 30.0'
 Height: 3.0' above grade

ILLUMINATION SUMMARY

MAX VERTICAL FOOTCANDLES

Entire Grid
 Scan Average: 0.0266
 Maximum: 0.07
 Minimum: 0.00
 No. of Points: 82

LUMINAIRE INFORMATION

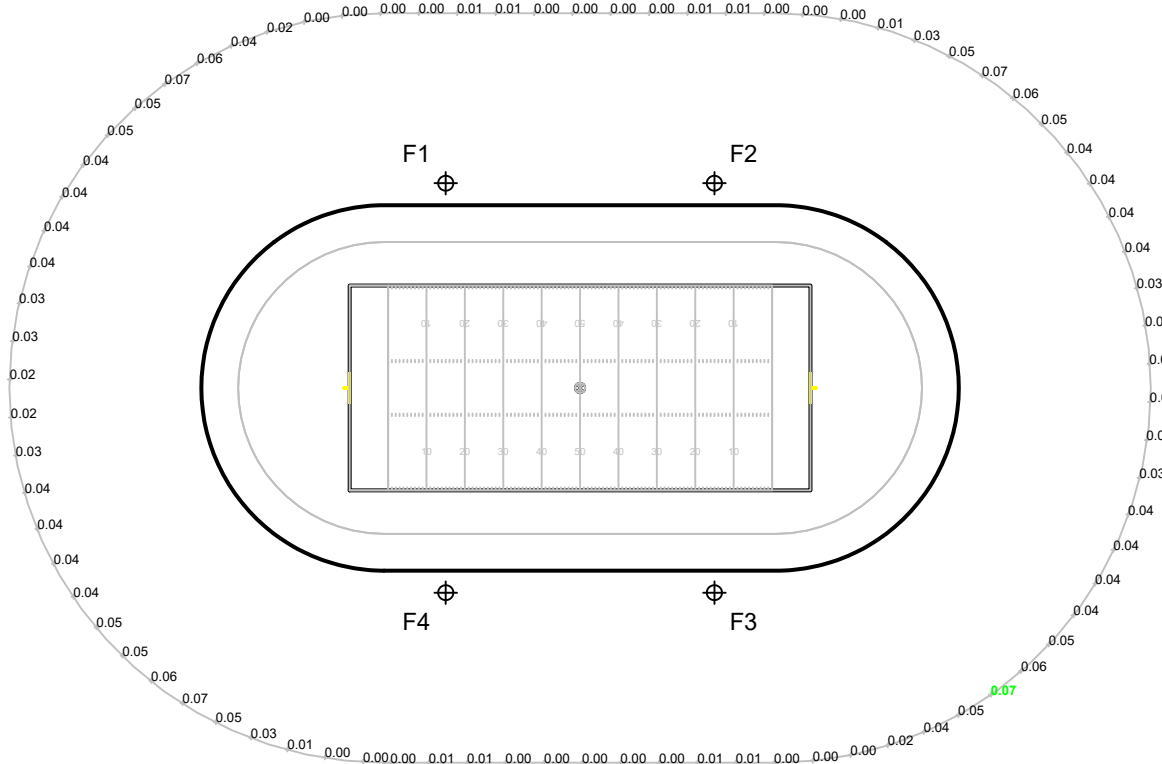
Applied Circuits: A
 No. of Luminaires: 32
 Total Load: 32.68 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

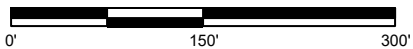
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1 : 150



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



We Make It Happen.

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	F1-F4	80'	-	15.5'	TLC-BT-575	2	2	0
				80'	TLC-LED-1200	6	6	0
4	TOTALS					32	32	0

GRID SUMMARY

Name: 150' Spill (Cd)
 Spacing: 30.0'
 Height: 5.0' above grade

ILLUMINATION SUMMARY

CANDELA (PER FIXTURE)

Entire Grid
 Scan Average: 1471.9915
 Maximum: 3135.95
 Minimum: 0.01
 No. of Points: 82

LUMINAIRE INFORMATION

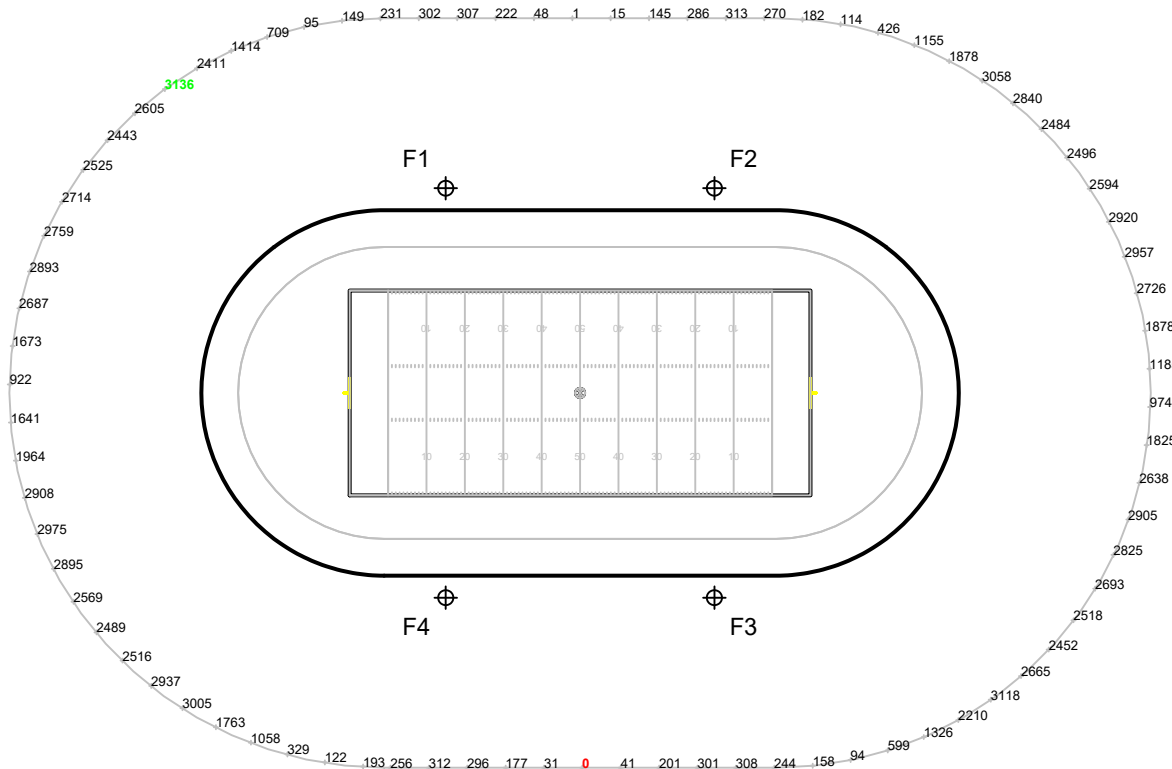
Applied Circuits: A
 No. of Luminaires: 32
 Total Load: 32.68 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

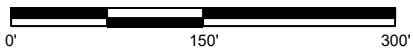
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1 : 150

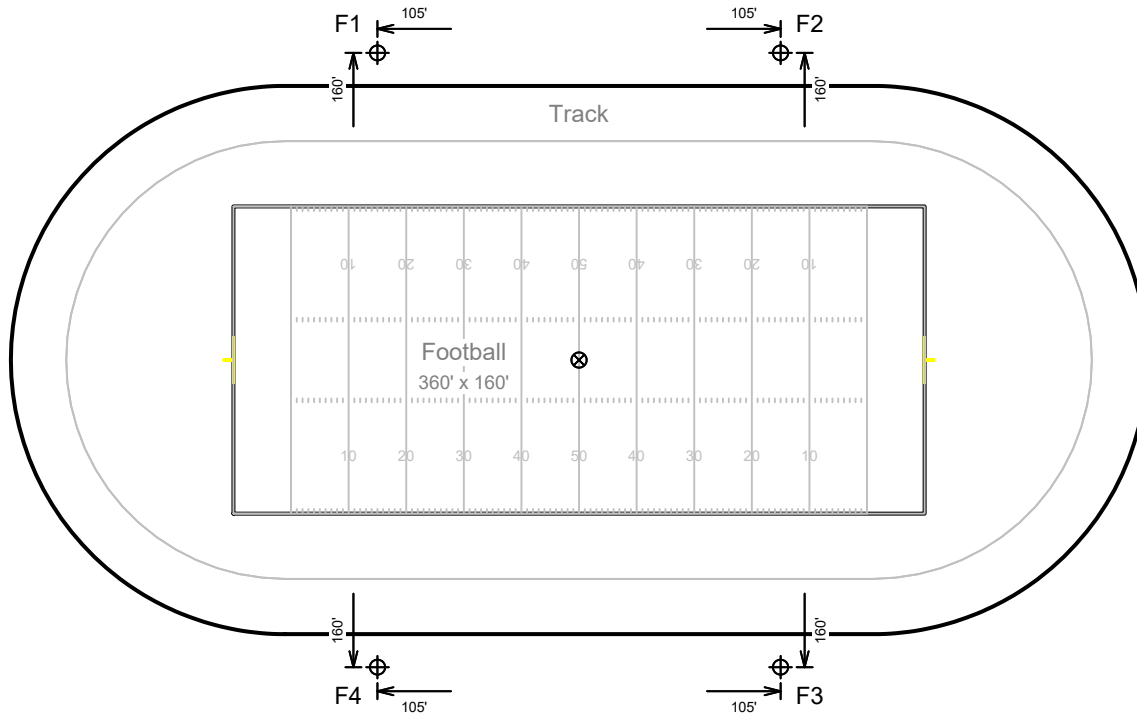


Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LAYOUT

INCLUDES:

- Football
- Track

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

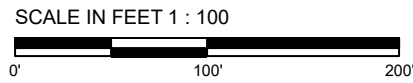
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		Luminaires		QTY / POLE
		SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	
4	F1-F4	80'	-	15.5' 80'	TLC-BT-575 TLC-LED-1200	2 6
4	TOTALS					32

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Driver (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



We Make It Happen.

Project Installations: Nebraska - LED*

Football

Bellevue East High School
Bellevue, Nebraska

Bellevue West High School
Bellevue, Nebraska

Blair High School
Blair, Nebraska

Buell-Millard South High School**  
Omaha, Nebraska

Chadron State College
Chadron, Nebraska

David City High School
David City, Nebraska

Elkhorn Middle School 
Elkhorn, Nebraska

Fort Calhoun High School
Fort Calhoun, Nebraska

Grand Island High School
Grand Island, Nebraska

Holdrege High School**
Holdrege, Nebraska


Lexington High School
Lexington, Nebraska

Lincoln Christian School
Lincoln, Nebraska

Minden High School
Minden, Nebraska

Plainview High School 
Plainview, Nebraska

Summerland High School
Neligh, Nebraska

**University of Nebraska
Memorial Football Stadium** 
Lincoln, Nebraska

Wayne High School
Wayne, Nebraska

Westside High School  
Omaha, Nebraska

Baseball

Bellevue East High School
Bellevue, Nebraska

Bellevue West High School
Bellevue, Nebraska

Bennington Baseball
Bennington, Nebraska

Buffalo Park
Springfield, Nebraska

Hackberry Park
Wahoo, Nebraska

Hebron Baseball
Omaha, Nebraska

Holdrege Ballfield Complex
Holdrege, Nebraska

Hooper Memorial Park
Hooper, Nebraska

Kearney Baseball
Kearney, Nebraska

Little Field at Valley Creek
Chappell, Nebraska

Oregon Trail Park Stadium
Gering, Nebraska

Oregon Trail Quad
Gering, Nebraska

Wayne City Baseball
Wayne, Nebraska

Other

Dorchester High School
Baseball with Football overlay
Dorchester, Nebraska

Leyton High School
8-Man Football
Dalton, Nebraska

Northeast Community College
Hawks Village
Basketball, Soccer & Volleyball
Norfolk, Nebraska

University of Nebraska
Basketball, Multi-purpose & Volleyball
Lincoln, Nebraska

Veterans Park
Pickleball Court
Grand Island, Nebraska

Tennis

Dewey Park Tennis Courts
Omaha, Nebraska

Millard West Tennis
Omaha, Nebraska

Waverly High School
Waverly, Nebraska

Softball

Anderson Ballpark
Ashland, Nebraska

Fuller Park
Pickrell, Nebraska

Hannibal Park
Beatrice, Nebraska

Gretna High School
Gretna, Nebraska

North Bend Central High School
North Bend, Nebraska

Papillion Softball
Papillion, Nebraska

Springfield City Park
Springfield, Nebraska

Multi-Field Complex

City of Palmyra Sports Complex
Palmyra, Nebraska

Elkhorn High School 
Elkhorn, Nebraska

University of Nebraska
Vine St Fields
Lincoln, Nebraska

University of Nebraska Lincoln
East Campus Courts
Tennis & Basketball
Lincoln, Nebraska

Soccer

Gretna High School
Gretna, Nebraska

Papillion La Vista Senior High School
Papillion, Nebraska

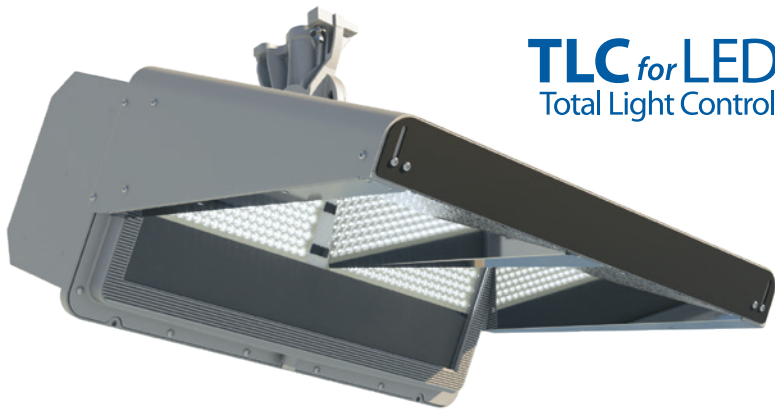


Light-Structure System™

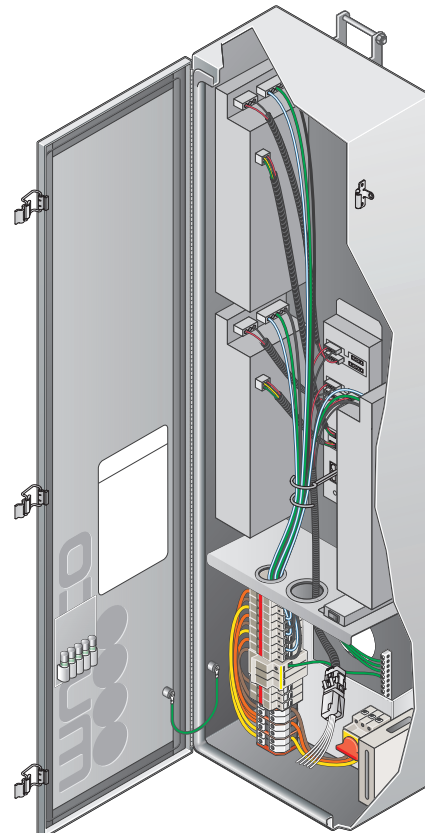
5 Easy Pieces™

Complete System from
Foundation to Poletop

LED Light Source



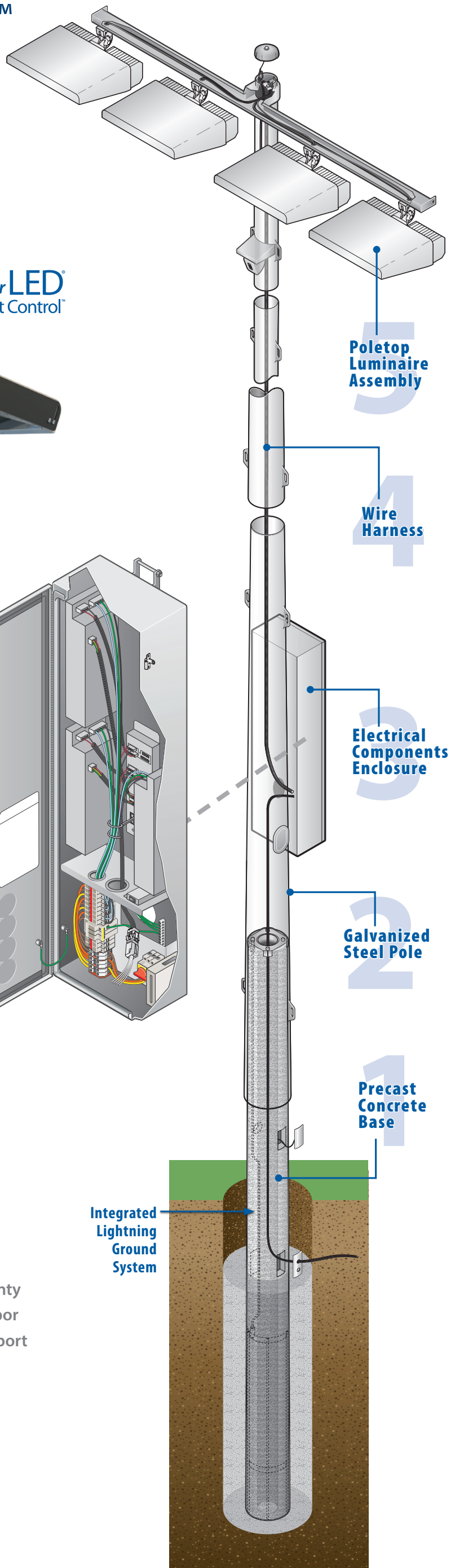
TLC for LED
Total Light Control™

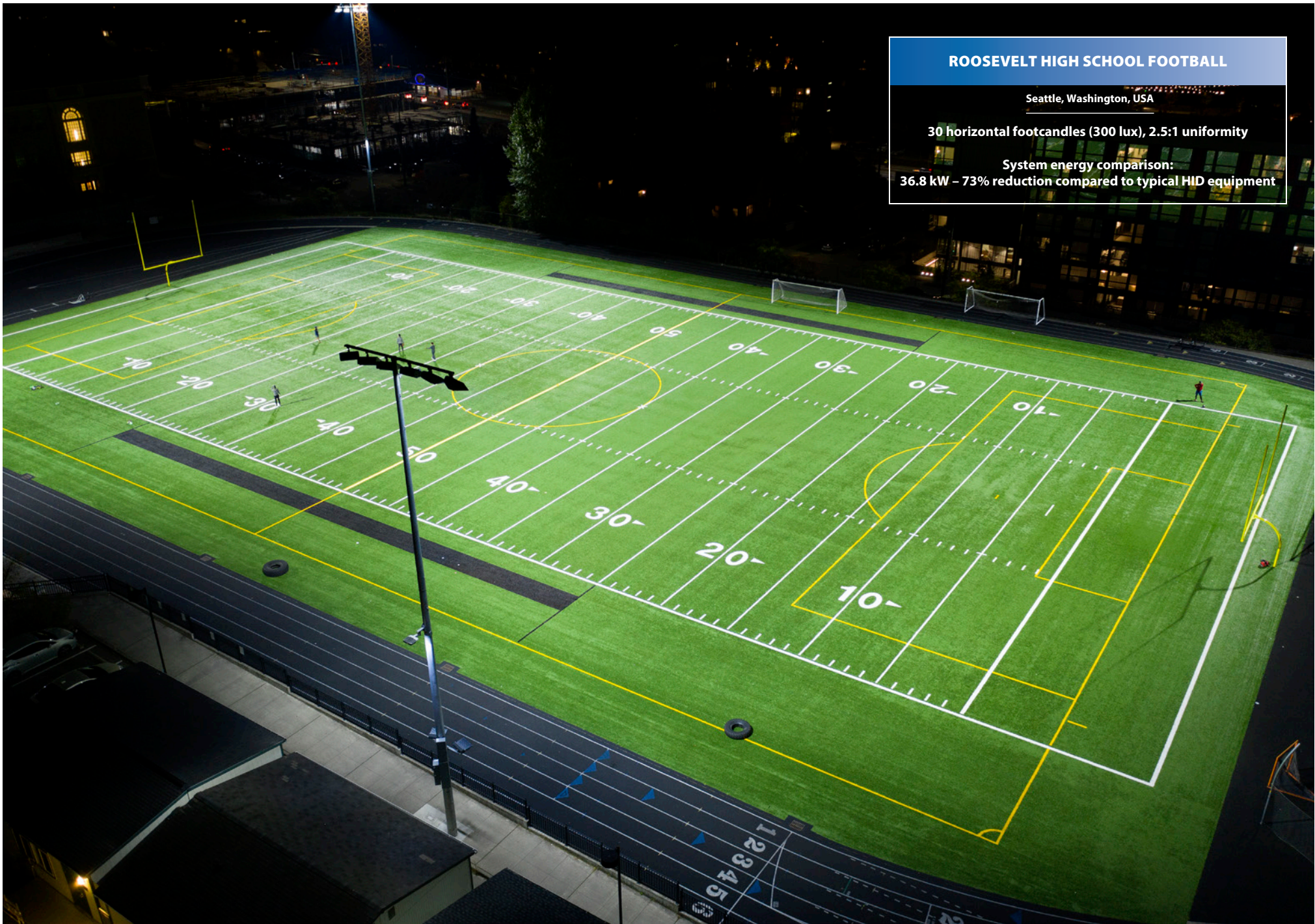


All components designed to work together . . .
factory built, wired, aimed, and tested
to assure reliable, trouble-free operation

Covered by a 25-year product assurance and warranty
program with guaranteed light levels, parts and labor
for maintenance, system monitoring, and 24/7 support
from our Control-Link Central™ service center.

For your
BUDGET,
for the
ENVIRONMENT.





ROOSEVELT HIGH SCHOOL FOOTBALL
Seattle, Washington, USA
30 horizontal footcandles (300 lux), 2.5:1 uniformity
System energy comparison:
36.8 kW – 73% reduction compared to typical HID equipment

TLC *for* LED[®]

Total Light Control[™]



We Make It Happen[®]

Keeping Good Lighting Affordable

With the emergence of LED sports lighting, facility owners are discovering that different manufacturers produce vastly different results.

The LED light source has distinctive challenges and advantages. To realize the full potential of LED lighting, it takes experience and a proven system for controlling and applying the unique characteristics of the diode in a sports setting.

With Musco's more than 45 years of experience—and over a decade of researching LED—our Team has looked at the combination of issues to achieve the best solution to meet your needs from structures, to quality of on-field light, to off-site impact, to energy and costs.

The result is a system that makes Musco's great lighting even better.

Better for players...

who want to perform their best and be able to track the entire flight of the ball.

Better for fans...

who want to see the game better and enjoy world-class light shows watching preps or the pros.

Better for neighbors...

who won't have light spill or glare in their homes or lights left on when not in use.

Better for the night sky...

with more light directed onto the field and less spilling above it.

Better for your budget...

an affordable system that's built to last and control operating costs.

And you won't have to worry about maintenance costs for up to 25 years.

Control

from foundation to poletop...

from the light source to the field,
preserving the night sky...

assuring the results you expect,
day 1... year 1... and for 25 years.



A Unique System Design

5 Easy Pieces™ complete from foundation to poletop.

While other manufacturers produce single light fixtures, our system approach delivers better long-term reliability and trouble-free operation.

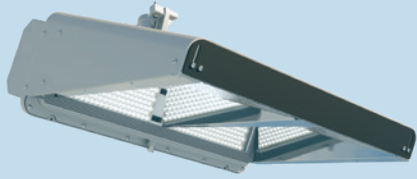
Whether it's Light-Structure System™ complete from foundation to poletop, or SportsCluster® System retrofitted to existing structures, we include lighting, structural, and electrical components designed to work together.

Our system provides a more protective environment for the LED's sensitive electronics, integrated grounding, surge protection, and remote drivers so servicing can be done from a step ladder, not a lift.

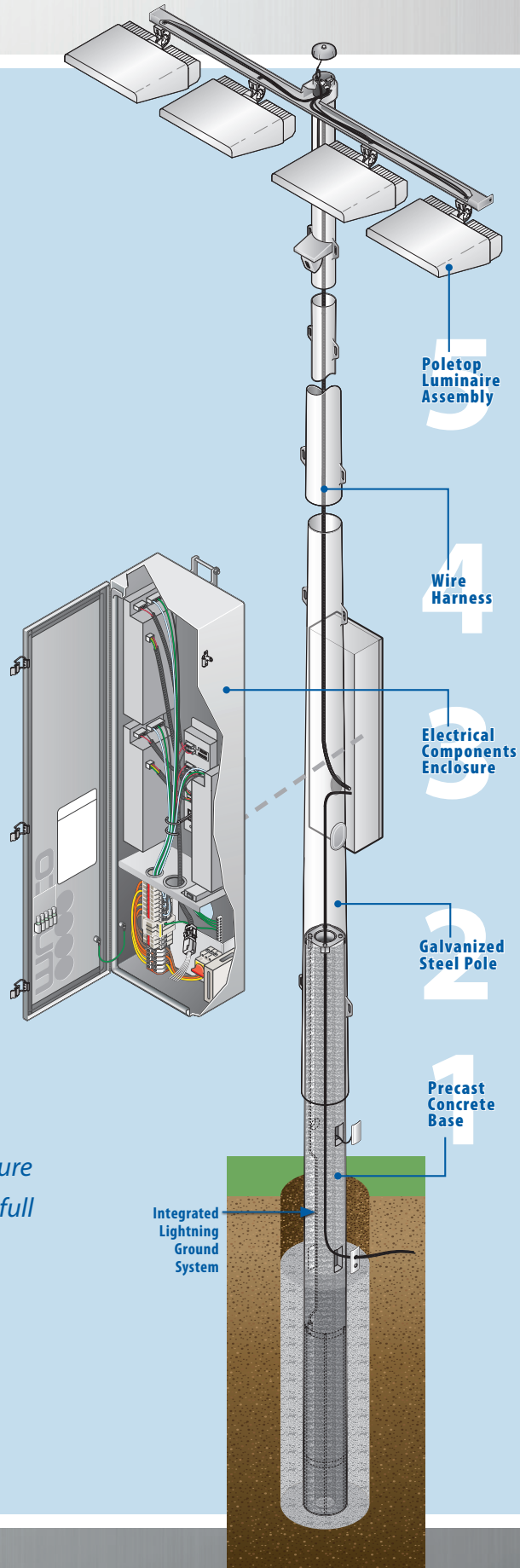
And we guarantee its performance for up to 25 years.



Control
from the foundation to the poletop.



TLC for LED[®]
Total Light Control™



“Advancements in all aspects of fixture design are critical to achieving the full performance of LED technology.”

— U.S. Department of Energy
www.energy.gov/eere/ssl/led-basics

A Better Night Game Experience

The key issues in sports lighting haven't changed—how do you put more light onto the field, spill less around it, protect the night sky, reduce glare, and ensure it performs when needed and withstands the elements.

Our TLC for LED® system delivers highly-controlled downward light from the poletop, along with precisely-targeted upward light from our BallTracker® luminaires. Together, this patented system illuminates the underside of a ball in flight, creates better contrast against the dark night sky, and creates unparalleled cut-off, preventing spill and glare from affecting the surrounding area.

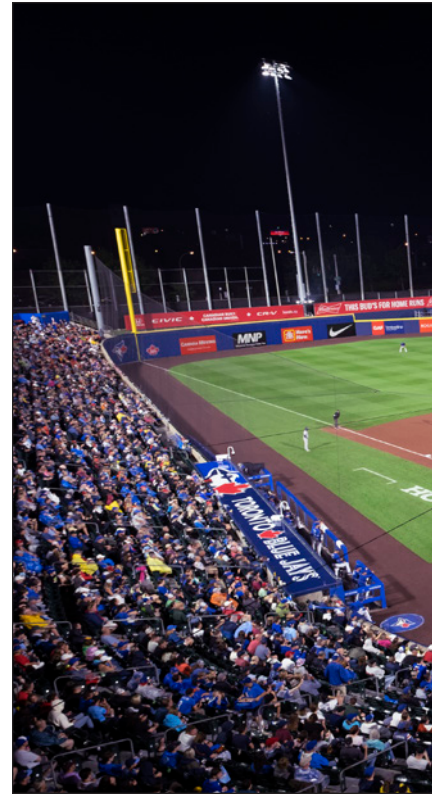
And for an enhanced entertainment experience, Musco's strategically located color-changing luminaires and innovative light-to-sound synchronization capabilities create Big League light shows for players and fans at fields of all sizes.

This is why, when you walk onto a field lighted by Musco, it just looks better.

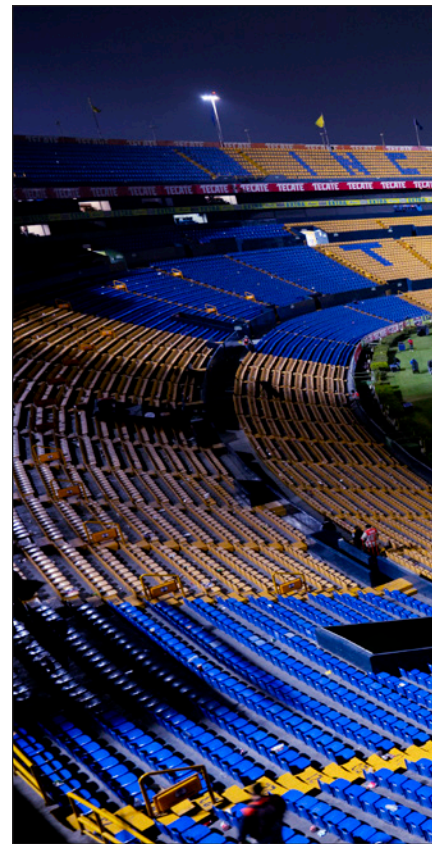
"Now you can actually see the seams of the baseball coming in at you, and you can pick up spin easier. BallTracker is really important because when the ball gets up into the air it keeps the ball white against the dark sky. So it helps a lot."

— Nate Esposito, Wilmington Blue Rocks (MiLB)

Control from the light source to the field.



Sahlen Field - Buffalo, New York, USA



Estadio Tigres - Nuevo Leon, Mexico



With patented BallTracker® technology, players enjoy quality lighting, no glare, and better ability to track the entire flight of the ball.



Pinpoint control from 1,100 feet away highlights the target area while preserving surrounding darkness.



Event lighting with dimming saves energy for high-usage, multi-use venues.



Show-Light® theatrics and special effects enhance fan and TV experience.

Mount Rushmore - Keystone, South Dakota, USA

University of Notre Dame - Notre Dame, Indiana, USA

A Solution Neighbors Will Love

Emitting light is easy, controlling it isn't. At Musco, we care as much about preserving darkness around your field as we do putting high-quality lighting onto it.

Our system's custom optics, designed around the LEDs, control and apply the light precisely where it's needed. And our patented fixture visoring greatly reduces glare at the light source.

This means no spill light or disruptive glare affecting neighboring homes, and the preservation of dark skies above. It's why our system could be installed at a large, multi-field sports complex located in close proximity to an international airport.

Our light control capabilities have made lighting possible at fields where, previously, it wasn't allowed due to community concerns.

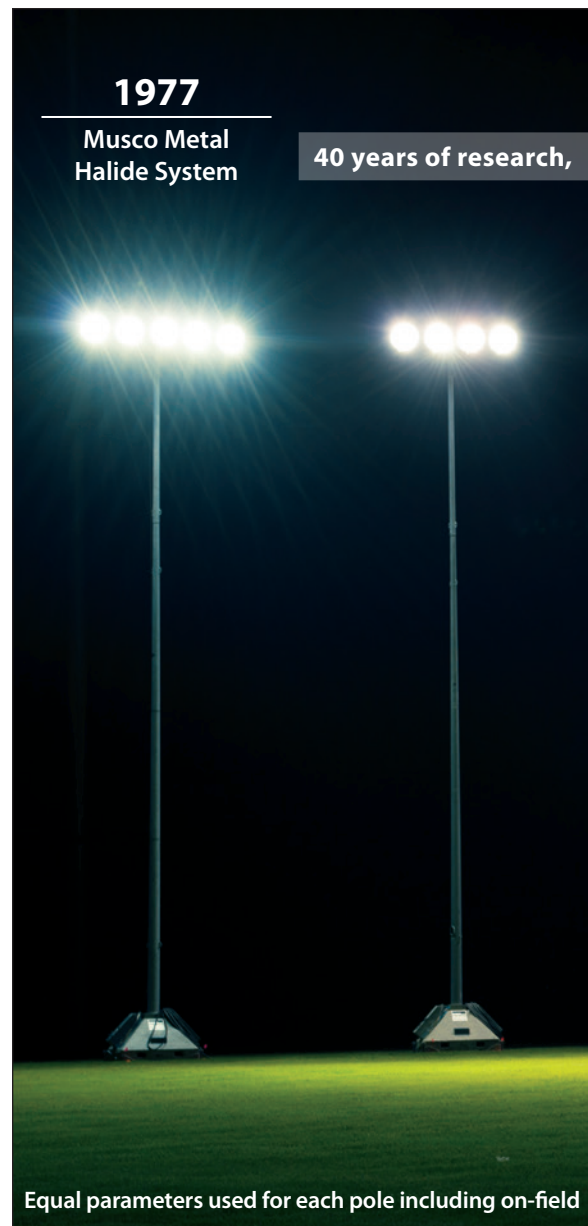
Control
preserving the night sky.

"Glyndon Park is in a naturally wooded residential area. We didn't want to illuminate the homes of neighbors in the area. I initially wasn't supportive of putting in traditional lights. The product Musco has developed allows us to light this field, yet light nothing else around it."

— Parks and Recreation Director, Vienna, VA



Glyndon Park Little League, Vienna, Virginia, USA



Equal parameters used for each pole including on-field

increasing efficiency and minimizing environmental impact.

Today

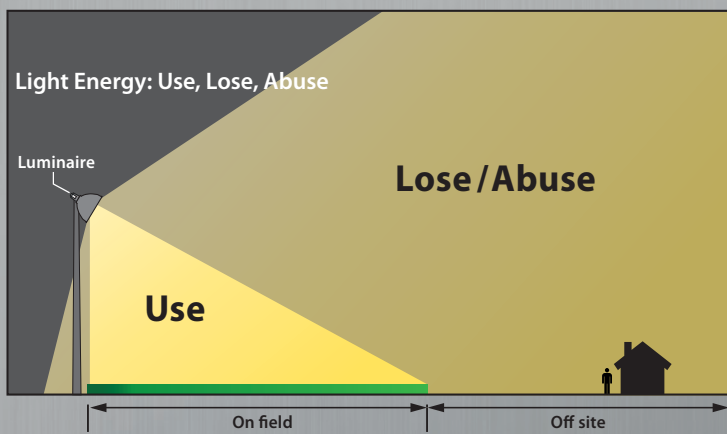
Musco LED System

Today

Other Luminaire Manufacturer LED



light produced, wattage, height, and aiming angle.



A Field That's Always Ready for Play

With the remote facility management of Musco's Control-Link® service, your field will always have light when it's needed.

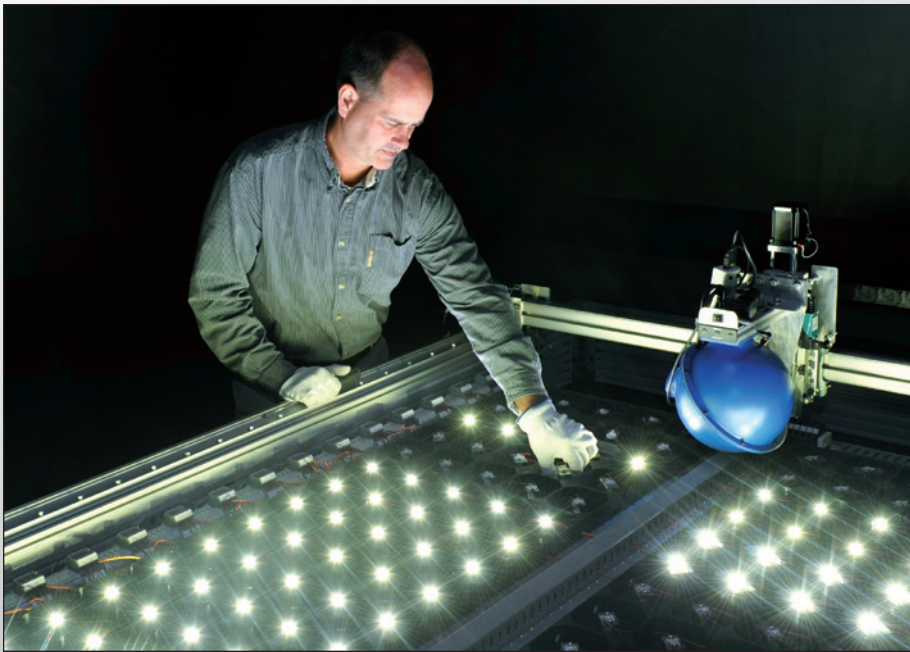
You'll be able to instantly turn your lights on or off from anywhere, with the touch of a smart phone. Our Team at Control-Link Central™ will be there for you 24/7 to provide scheduling and monitoring support.

In fact, if a problem arises we'll likely know about it before you do, right down to the fixture. Here's a look at the service we provided customers in just the past year:

- *Turned lights on/off remotely for more than 7.6 million events.*
- *Conducted routine inspections and maintenance at over 11,000 fields.*
- *Helped with scheduling and answered questions on over 297,000 calls, over 981,000 app sessions, and 1.3 million web site log-ins.*
- *Traveled enough miles servicing fields to circle the equator 24 times.*

And with our 25-year parts and labor warranty, you'll have peace of mind for the next 9,125 days knowing that you'll pay zero maintenance costs, won't have headaches over staffing and managing your lights, and will be free from neighbors complaining about lights being left on.

Control assuring the results you expect.



Our R&D, customization, and application capabilities deliver solutions specific to each customer's needs.

"Musco called to let us know there was an issue before we knew we had a problem."

— Stephen Cooke, CPRP, CYSA
Greenville County Recreation Athletics Manager, Taylors, SC



Our regionally-based technicians provide prompt service for 25 years.

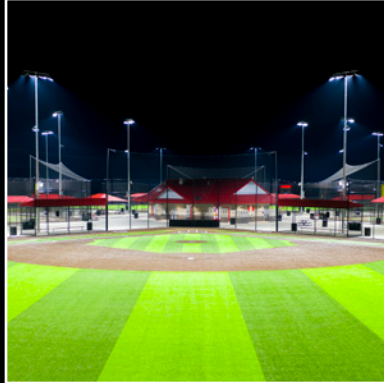


Our Control-Link service provides 24/7 proactive monitoring and the support of a fully staffed call center.



Musco's Light-Structure System™ performs in real world conditions **for 25 years, guaranteed.**

We Make It Happen.®



Control

from foundation to poletop...

from the light source to the field,
preserving the night sky...

assuring the results you expect,
day 1...year 1... and for 25 years.



We Make It Happen.

www.musco.com

e-mail: lighting@musco.com

Phone: 800.825.6030

April 14, 2024

Brent Breckner
110 Gene Circle
Doniphan NE 68832

Osceola Public School
565 Kimmel St
Osceola NE 68651

Dr Lavaley,

Please accept this letter as a formal request for a release from my administrative contract for the 2024-2025 school year. At this time, I have accepted a position within another district and I am asking for a release from my contract. I have thoroughly enjoyed my time with Osceola Public Schools. The staff, students and community have been absolutely wonderful to work with.

I am more than willing to assist in the preparation of my successor. I will have materials and information prepared in an effort to facilitate a smooth transition. I sincerely appreciate the support that I have received during my time at Osceola. I have grown tremendously as a professional during my time here. I wish nothing but the best for the school district and our amazing students. If you require any assistance moving forward, please to not hesitate to reach out to me.

Sincerely,



Brent Breckner
110 Gene Circle
Doniphan, NE 68832
402-469-7670

OSCEOLA PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT WITH PRINCIPAL

THIS CONTRACT is made by and between the Board of Education of the **Polk County School District 0019, a/k/a Osceola Public Schools**, hereinafter referred to as “the Board,” and Evan Feezell, hereinafter referred to as “the Principal.” This contract supersedes all previous contracts of employment between the Board and the Principal.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 13th day of May, 2024, the Board hereby agrees to employ the Principal, and the Principal hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of one year beginning on the 1st day of August, 2024, and expiring on the 31st day of July, 2025. A “contract year” for purposes of this Contract shall be from August 1 to July 31. Each year of this agreement shall consist of 210 days of service per year.

2. Salary. The annual salary shall be: Ninety Thousand dollars (\$90,000). Said annual salary shall be paid in twelve equal installments commencing on August 15, 2024.

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

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

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

A. Leave Benefits. Paid leave is available to the Principal when the following specific conditions are met: (1) the Principal is currently employed by the District and (2) the paid leave day is taken on a day the Principal would otherwise be expected to be at work.

1. Personal Leave. The Principal shall be allowed 5 working days of paid personal leave each contract year to attend to personal matters that require the Principal’s absence from work. Use of such leave must be approved by the Superintendent in advance. Personal leave days are non-cumulative.

There shall be no pay for unused personal leave upon separation of

employment.

2. Sick Leave. The Principal shall be allowed 10 working days of paid sick leave each contract year. Sick days are available for use when the Principal is unable to perform assigned duties due to the illness or temporary disability of the Principal or due to the Principal needing to care for a member of the Principal's immediate family who is ill or has a serious health condition. Immediate family for purposes of sick leave means the Principal's spouse, child, parent, grandparent, sibling, and the Principal's spouse's parent. The Principal is to use sick leave when unable to work. Activities other than caring for the Principal's own health or that of an immediate family member reflect an abuse of sick leave. When the Principal is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of 10 days or more due to a personal health condition, the Principal must present a written statement from the Principal's physician or health care provider to the Superintendent establishing that the Principal is physically and mentally able to perform the essential functions of the Principal's position, with or without reasonable accommodations.
 3. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 45 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days. Should the Principal, as of the last day of their contract, accumulate more than thirty-five (35) unused sick leave days, the Principal will be entitled to, on August 15th immediately following the end of contract, turn back to the school district any unused sick days in excess of thirty-five (35) days, and shall be paid by the School district twenty-five dollars (\$25.00) for each day the Principal is entitled to. Such payment will be made with the September paycheck. There shall be no pay for unused sick leave upon separation of employment.
 4. Bereavement Leave. Bereavement leave of up to 3 days will be granted for a death in the employee's immediate family, i.e. any grandparents, any parents, any children, spouse, siblings and their immediate family, and aunts or uncles and their immediate family.
 5. Staff Bereavement. The Superintendent, in collaboration with the Principal, will assign administration to attend funeral services of staff members or attend funerals to provide emotional support for staff members as an extension of their school duties as principal. The absence will not be considered use of the Principal's personal leave or sick leave.
 6. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.
 7. Log. The Principal shall maintain a current log of used leave days with the secretary for the Superintendent.
- B. Health and Dental Insurance. The District shall pay for and provide the Principal with

health and dental insurance for which the Principal is qualified under the District's group insurance plan.

- C. Disability Insurance. The District will pay the Principal the amount of the long term disability insurance cost. This amount will then be payroll deducted from the Principal's check to pay the LTD premium.
- D. Retirement Plan. The Principal may elect to designate part of the Principal's annual salary to be invested in a 403(b) plan to the extent such is offered by the District.
- E. Meetings and Dues. The Principal shall attend appropriate professional meetings provided that such attendance does not interfere with the proper performance of the Principal's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. The District will pay the Principal's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Principal's position upon the Principal's request and approval by the Superintendent.
- F. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Principal's official duties shall be reimbursed at the rate set annually by the Board for District travel.
- G. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Principal in the Principal's individual capacity or the Principal's official capacity as an agent or employee of the District, provided that the incident arose while the Principal was acting (or, in good faith, reasonably believed that the Principal was acting) within the scope of the Principal's employment with the District and the District is not in an adverse position in the legal proceedings.
- H. Other Benefits. The Principal may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Principal meets the conditions and eligibility requirements for such benefits.

4. Duties. The Principal is employed as the Secondary Principal (Grades 6-12). The Principal shall perform the duties of such position as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Principal shall be subject to assignment to such other duties by the Board or the Superintendent and may be assigned to a different position for which the Principal is qualified by reason of certification, endorsement, or college preparation. In addition to the normal duties traditionally required of certificated employees, the Principal may be assigned extra duty assignments by the District. Such assignments shall be upon such terms and conditions and at such additional rate of compensation as the Principal and the District may agree upon; provided that the Principal shall not unreasonably refuse to accept such assignments. The Principal agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Principal shall be governed by the policies, regulations and directions of the Board of Education. The Principal shall in all respects diligently and faithfully perform the assigned duties to the best of the Principal's professional ability.

Regular dependable attendance is an essential function of the Principal's position.

5. Contract Termination. In the event the Principal violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Principal's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a Principal or Secondary Principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Principal may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Duty assignments which do not require a teaching or administrative certificate are on an at-will basis, shall be subject to removal without cause and shall not be subject to continuation or renewal as part of the Principal's Contract.

Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of days of service provided to the date of such termination bears to the number of days of service that have been provided in the contract year. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Principal, shall be set off from sums due to the Principal and, if the sums owing to the District are in excess of the sums due the Principal, the amount owing shall be immediately refunded by the Principal.

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

6. Representations and Legal Requirements. The Principal affirms that: (1) the Principal holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Principal shall not be compensated for any services performed prior to the date of registration of this certificate; and

(3) the Principal is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

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

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

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

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

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before May 15, 2024 shall constitute a rejection by the Principal of the offer of employment.

<p>Executed this 13th day of May, 2024.</p> <p>_____</p> <p>Principal</p>	<p>Executed this 13th day of May, 2024.</p> <p>Board of Education of Polk County School District 0019, a/k/a Osceola Public Schools</p> <p>By: _____</p> <p>President</p> <p>Attest:</p> <p>_____</p> <p>Other Authorized Officer</p>
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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 Korrina Niemann, 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 10, 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 10, 2024, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed May 10th, 2024

Korrina Niemann
Teacher

Executed May 13, 2024

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

Attest:

By _____
President, Board of Education

Secretary, Board of Education