

**Regular Monthly Meeting of the Kearney Public Schools Board of Education**  
**Kearney Public Schools Board of Education**  
**Monday, September 9, 2024 at 5:30 PM**  
**2nd Floor Staff Development Room, Administration Building**  
**320 W 24th Street**  
**Kearney, NE 68845**

**1. Routine Business**

**1.A. Call to Order**

President Gaasch called the meeting to order at 5:30 PM.

**1.B. Open Meetings Act Announcement**

This is an open, public meeting of the Kearney Public Schools Board of Education, and a copy of the Open Meetings Act is posted in this room.

**1.C. Board Meeting Decorum Expectations**

**1.D. Pledge of Allegiance**

**1.E. Roll Call**

Attendance Taken at 5:32 PM.

Amy Barth:	Present
Drew Blessing:	Present
Steve Gaasch:	Present
Kathy Gifford:	Present
Paul Hazard:	Present
John Icenogle:	Present

1.E.I. Excuse Absent Board Member

**1.F. Approval of the Agenda**

Move to approve the agenda for the meeting, as presented. This motion, made by Kathy Gifford and seconded by Drew Blessing, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea

Yea: 6, Nay: 0

**2. Recognitions**

**2.A. Recognition of Coach Scott Steinbrook and the KHS Boys Soccer Team for Team Academic Award**

- Mr. Jeff Ganz, Kearney High School Principal, thanked the Board for the invitation to recognize Coach Scott Steinbrook, his coaching staff, and the KHS boys soccer team for the time and effort that they put into earning this award.
- Coach Steinbrook thanked his coaching staff and acknowledged their collective diligence in checking in on the soccer team to make sure that they were keeping up with their school work. He noted that last year's team was made up of 40 student athletes, stating that they were good kids and that 36 will be returning for this season.
  - 2.B. Recognition of Amber Taylor, Assistant Principal at Northeast Elementary, for Being Named the Region IV Outstanding New Principal of the Year by the Nebraska Association of Elementary School Principals (NAESP)
- Mrs. Sara Paider, Director of PK-5 Education, introduced Amber Taylor, stating that she is a great assistant principal, leader, and person who is very deserving of this award.
- Amber Taylor, whose career began in Kearney, thanked those who nominated her and noted that she loves her job and doing what she does every day.
  - 2.C. Recognition of Chance Waggoner, Principal at Park Elementary, for Being Named the Region IV Distinguished Principal of the Year by the Nebraska Association of Elementary School Principals (NAESP)
- Mrs. Sara Paider, Director of PK-5 Education, introduced Chance Waggoner, stating that he is a fantastic principal for Kearney Public Schools and is very deserving of this award. This nomination will qualify him for possible selection as the principal of the year for the state of Nebraska, and from there, if chosen, he will represent Nebraska in Washington, DC.
- Mr. Waggoner noted that he has had the privilege of working with many great people throughout his career, which began in Kearney, and stated their collective efforts in helping him win this award.

### 3. Presentations

#### 3.A. SRO Annual Report

- Sergeant JC Small presented the Annual School Safety/SRO Report.
  - 3.B. Presentation by Jason Calahan, Windy Hills Principal, on the Transition of Windy Hills to Buffalo Hills for the 2024-2025 School Year
- Mr. Jason Calahan did a presentation on how school is going for both Windy Hills and Buffalo Hills, as two schools inhabit the same building for the 2023-2024 school year. He reviewed drop-off/pickup procedures, bussing, and lunch schedules and showed pictures of various rooms throughout the building. Overall, it's going very well.
  - 3.C. Presentation of District Transportation Update
- Dr. Jason Sutton presented transportation requirements by state statute, current registration procedures, and some challenges and recommendations as KPS moves forward to fulfill district transportation needs.
  - 3.D. Construction Update

- Kent Cordes of BD Construction gave a presentation on various construction projects throughout the district, noting that overall, things are trending under budget.  
3.E.Presentation of Proposed 2024-2025 Construction Projects at KHS and Central Elementary
- Mr. Mundorf spoke about the implementation of the JROTC program, which brought with it various facility requirements. One being storage, another an air rifle range, and finally a space for drill practice. In addition to this, there is an existing need for a girls wrestling room and more practice space for various activities.
- Mr. Jacob Sertich, Architect of Wilkins Architecture Design Planning, presented the design proposal for the Central Elementary entrance and the KHS addition, with projected completion dates of August 2025 for the Central project and April 2026 for the KHS project.

4. **Public Participation/Comment**

5. **Board Reports**

6. **Consent Agenda**

- Move to approve the items on the Consent Agenda, as presented. This motion, made by Kathy Gifford and seconded by John Icenogle, Passed.  
Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0
- 6.A. Approval of Minutes of the August 12, 2024 Regular Meeting, the August 28, 2024 Special Budget Retreat Meeting, and the September 4, 2024 Board Committee of the Whole Meeting, of the Board of Education
- 6.B. Approval of the September 2024 Claims
- 6.C. Approval of the September 2024 Financial Reports
- 6.D. Approval of Professional Advancements for Teaching Staff for the 2024-2025 School Year
- 6.E. Acceptance of the Glenwood Community Organization Annual Self-Audit Report for the 2023-2024 School Year
- 6.F. Acceptance of the Northeast Elementary School PTO Annual Self-Audit Report for the 2023-2024 School Year
- 6.G. Approval of the FBLA National Fall Leadership Conference Trip, November 7-10, 2024 to Columbus, Ohio (*with no direct costs incurred by the school district*)

- 6.H. Approval of the FCCLA National Leadership Conference Trip, July 4-10, 2025 to Orlando, Florida *(with no direct costs incurred by the school district)*
- 6.I. Approval of the Quad State Marching Band Contest Trip, October 19, 2024 to Vermillion, South Dakota *(with no direct costs incurred by the school district)*
- 6.J. Approval of the National FFA Convention Trip, October 22-27, 2024 to Indianapolis, Indiana *(with no direct costs incurred by the school district)*
- 6.K. Approval of the National DECA Power Trip, November 14-17, 2024 to Charlotte, North Carolina *(with no direct costs incurred by the school district)*
- 6.L. Approval of the Memorandum of Understanding Between Kearney Public Schools and Kearney Catholic High School for a Swimming/Diving & Baseball Co-op Agreement
- 6.M. Second and Final Reading and Approval of Rescission of Board Policy 6225 High Ability Learners
- 6.N. Second and Final Reading and Approval of the Suspension of Board Policy 1130 (a-b) Addressing the Board
- 6.O. Approval of the Second and Final Reading of Revised Board Policy 5006 Option Enrollment

**7. Regular Agenda - Personnel**

**8. Regular Agenda - Business**

- 8.A. Consider a Resolution to Approve One or More Lease-Purchase Agreements with a Bank or Banks Related to a New Addition to the High School Facility
- Mr. Mundorf reviewed the resolution and documents related to the lease-purchase agreement for the funding of the KHS addition, which would be paid off in seven years or less with no penalty.
  - Considerations about this project and the planning behind it were discussed. Some highlights included:
    - Need for facilities for the JROTC program, which have been known since the approval of implementation and before.
    - Existing needs for other programs and activities at KHS, providing more space and a safer environment for practices.
    - As more opportunities are provided to get students involved, the need for appropriate facilities grows.
    - Building now is essential as costs will only increase.

- KPS Administration has done their homework to ensure that this project will not put undue stress on the budget and can be handled in the short term, in seven years or less.
- *The Central Elementary project will be financed through the KPS special building fund.*  
Move to approve the resolution for one or more lease-purchase agreements with a bank or banks related to a new addition to the high school facility as presented. This motion, made by John Icenogle and seconded by Paul Hazard, Passed.  
Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0
- 8.B. Approve Trent Bosard, KPS Director of Facilities, to Initiate a Request for Qualifications (RFQ) Process to Identify a Construction Manager at Risk (CM@R) for Both the KHS South Addition and Central Elementary South Entrance Construction Projects
- Mr. Mundorf discussed the benefit of having a CM@R to oversee both projects in identifying the best subcontractors and getting the best rates.  
Move to approve Trent Bosard, KPS Director of Facilities, to initiate a Request for Qualifications (RFQ) process to identify a Construction Manager at Risk (CM@R) for both the KHS south addition and Central Elementary south entrance construction projects. This motion, made by Amy Barth and seconded by Drew Blessing, Passed.  
Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0
- 8.C. Approval of the Purchase of Two Passenger Vans to be Added to the KPS Transportation Fleet in the Amount of \$122,260
- Funding was previously allocated and approved for the purchase of these two vans, just moving forward with the purchase.  
Move to approve the purchase of two passenger vans to be added to the KPS Transportation Fleet in the amount of \$122,260 as presented. This motion, made by John Icenogle and seconded by Paul Hazard, Passed.  
Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

## 9. **Regular Agenda - Miscellaneous**

- 9.A. Approval of the First Reading of Revised Board Policy 7300 Naming Facilities, for Fundraising/Naming Rights of Facilities
- Mr. Mundorf discussed the possible need for the revision of this policy due in part to pending construction projects in the district. The importance of having this policy with guidelines for future Boards as well as to acknowledge donors was discussed.  
Move to approve the first reading of revised Board Policy 7300 Naming Facilities as presented. This motion, made by Kathy Gifford and seconded by Drew Blessing, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

#### 10. **Next Meeting**

- The next regular meeting of the Kearney Public Schools Board of Education will be held on October 14, 2024 at 5:30 P.M. in the Staff Development Room in the Administration Building at 320 West 24th St, Kearney, NE 68845.
- *There will be a public hearing and special budget meeting of the Kearney Public Schools Board of Education on Monday, September 16, 2024 at 5:30 P.M. in the Staff Development Room in the Administration Building at 320 West 24th St, Kearney, NE 68845.*

#### 11. **Adjournment**

- Meeting was adjourned at 7:37 PM.  
Move to adjourn the meeting. This motion, made by John Icenogle and seconded by Paul Hazard, Passed.  
Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

#### Notice of Meeting

This meeting was publicized in the Kearney Hub on September 5, 2024; radio stations KGFW and KKPR; and KSNB and KHGI T.V.

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Drew Blessing, Secretary

**Public Hearing and Regular Meeting**  
**Kearney Public Schools Board of Education**  
**Monday, August 12, 2024 at 5:30 PM**  
**2nd Floor Staff Development Room, Administration Building**  
**320 W 24th Street**  
**Kearney, NE 68845**

**1. Public Hearing for Additional Property Tax Request Authority**

1.A. Convene Hearing

- Hearing convened at 5:30 PM.

1.B. Presentation, Discussion, Public Input

- Dr. Chis Loofe, Associate Superintendent and Finance Director, presented information requesting access to the district's additional property tax request authority by up to an additional 5%, or other maximum as permitted by law, above the base growth percentage.

1.C. Close Hearing

**2. Routine Business**

**2.A. Call to Order**

President Gaasch called the meeting to order at 5:35 PM.

**2.B. Open Meetings Act Announcement**

This is an open, public meeting of the Kearney Public Schools Board of Education, and a copy of the Open Meetings Act is posted in this room.

**2.C. Board Meeting Decorum Expectations**

**2.D. Pledge of Allegiance**

**2.E. Roll Call**

Attendance Taken at 5:36 PM.

Amy Barth: Present

Drew Blessing: Present

Steve Gaasch: Present

Kathy Gifford: Present

Paul Hazard: Present

John Icenogle: Present

2.E.I. Excuse Absent Board Member

**2.F. Approval of the Agenda**

Move to approve the agenda for the meeting, as presented. This motion, made by Kathy Gifford and seconded by Amy Barth, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard:

Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

### **3. Recognitions**

3.A. Recognition of Mrs. Tori Glandon, Vocal Music Teacher at Horizon Middle School, as the 2024 Outstanding Young Director of the Year

- HMS Principal Amber Lewis praised Mrs. Glandon's work ethic and energy stating that this award was very well deserved and that HMS is very lucky to have her.

3.B. Recognition of Mr. Rick Mitchell, Band Teacher, and Kearney High School's Tri-M Chapter 4101 as the 2023-2024 Nebraska State Chapter of the Year

- KHS Principal Jeff Ganz acknowledged all the efforts of Mr. Mitchell in making the KHS music program so successful and the members of the KHS Tri-M (Modern Music Masters) for their drive to be excellent, academically, musically, and in community service. Mr. Mitchell thanked the Board and administration for all of their support in making this award possible.

3.C. Recognition of Kearney Public Schools for Receiving Diamond Badge Certification in Nebraska School Safety and Security

- Mr. Mundorf acknowledged the efforts of the previous Director of Student Services and Safety, Dr. Dan Endorf, as well as the quick application process completed by the newly seated director, Jeff Schwartz, in making it possible for KPS to earn this award. Mr. Schwartz spoke about different parts of the application as well as the implementation of the new Safe2Help app, the anonymous reporting system for students, staff, and parents.

### **4. Presentations**

4.A. Construction Update

- Kent Cordes of BD Construction gave an update on all the construction projects, finishing up and continuing throughout the district.

### **5. Public Participation/Comment**

#### **6. Board Reports**

6.A. Kearney Public Schools Foundation Report

- Mr. Gaasch reported various KPS Foundation achievements throughout the year. (*The summary is attached to the agenda.*)

#### **7. Consent Agenda**

Move to approve the items on the Consent Agenda, as presented. This motion, made by Kathy Gifford and seconded by Drew Blessing, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard:

Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

7.A. Approval of Minutes of the July 8, 2024 Regular Meeting, and the August 7, 2024 Board Committee of the Whole Meeting, of the Board of Education

7.B. Approval of the August 2024 Claims

7.C. Approval of the August 2024 Financial Reports

7.D. Acceptance of the Windy Hills Elementary School PTO Annual Self-Audit Report for the 2023-2024 School Year

7.E. Acceptance of the Kenwood Elementary School PTO Annual Self-Audit Report for the 2023-2024 School Year

7.F. Acceptance of the Park Elementary School PTO Annual Self-Audit Report for the 2023-2024 School Year

7.G. Approval of the Kearney Public Schools 2024–2025 Facilities Handbook

7.H. Recognition of the Kearney Education Association as the Exclusive Bargaining Agent for All Non-Supervisory Certificated Staff in the Kearney Public Schools for the 2026-2027 Contract Year

7.I. Approval of the KPS Board Negotiations Team of John Icenogle, Paul Hazard and Drew Blessing for the 2025-2026 Contract Year

## **8. Regular Agenda - Personnel**

## **9. Regular Agenda - Business**

9.A. Discuss, Consider and Take Possible Action to Increase the District's Overall Property Tax Request Authority Up to an Additional 5% or Other Maximum as Permitted by Law, Above the Base Growth Percentage

- It was noted that the approval of the additional property tax request authority is essential due to the unknown status of legislative negotiations at this time, so that the district will have access to the funds should they be required in building the 2024-2025 budget.

Move to adopt the resolution to increase the school district's overall property tax request authority by up to an additional 5% above the base growth percentage, and authorize and direct the Superintendent or designee to take any action to ensure that the school district's overall property tax request complies with LB243. This motion, made by John Icenogle and seconded by Kathy Gifford, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

## **10. Regular Agenda - Miscellaneous**

10.A. Approval of the Memorandum of Understanding with UNK for Dual Credit Classes

- A list of dual credit classes offered by UNK was reviewed. It was noted that these courses are offered to students at a significantly reduced rate.

Move to approve the MOU with UNK for dual credit classes as presented. This motion, made by John Icenogle and seconded by Amy Barth, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

#### 10.B. Approval of the Memorandum of Understanding with Central Community College for Dual Credit Classes

- It was noted that these dual credit classes are transferable within the university and state college systems. Courses are offered at a reduced rate and scholarship money is also available through the KPS Foundation.

Move to approve the MOU with CCC for dual credit classes as presented. This motion, made by Kathy Gifford and seconded by Drew Blessing, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

#### 10.C. Approval of Kearney Public Schools Emergency Operations Plan

- This is the third year that the Emergency Operations Plan (EOP) has been in place at KPS. Each school has an individual EOP specific to their building and training is done at each site.

Move to approve the KPS Emergency Operations Plan as presented. This motion, made by Drew Blessing and seconded by Kathy Gifford, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

#### 10.D. Set the Date for the Special Budget Retreat Meeting

Move to set Wednesday, August 28, 2024 at 12:00 noon in the first floor conference room in the Administration Building at 320 West 24th Street, Kearney, NE, for a special budget retreat meeting of the Board of Education. This motion, made by Kathy Gifford and seconded by Paul Hazard, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

#### 10.E. Set the date for the Annual Budget Hearing and Special September Board Meeting

Move to set Monday, September 16, 2024 at 5:30 PM in the staff development room in the Administration Building at 320 West 24th Street, Kearney, NE, for the annual budget hearing and special meeting to adopt the various budgets for the 2024-2025 school year. This motion, made by Drew Blessing and seconded by Paul Hazard, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard:

Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

#### 10.F. Suspend Board Policy 1130(a-b) Addressing the Board

- Suspended Board Policy 1130(a-b) Addressing the Board as the expected procedures are outlined in board policies in Board Meetings, "Methods of Operation," Section 9300. Board Policy 1130(a-b) also does not contain accurate information as it was not updated to reflect changes over the years. Clarification was given as to suspending a policy as opposed to rescinding the policy. Suspending this policy means that during the policy review, this policy may be reworded and brought back, whereas a rescinded policy is removed.

Move to suspend Board Policy 1130(a-b) Addressing the Board for reasons presented. This motion, made by Amy Barth and seconded by Paul Hazard, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

#### 10.G. Rescission of Policy 6225 High Ability Learners

- Rescinding (removing) Policy 6225 as it is a duplicate of policy 5412 which is already Board approved and up to date.

Move to rescind Policy 6225 for reasons presented. This motion, made by Kathy Gifford and seconded by John Icenogle, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

#### 10.H. Approval of the First Reading of Revised Board Policy 5006 Option Enrollment

- This policy is being updated to include additional standards for acceptance or rejection of option enrollment applications.

Move to approve the first reading of revised Board Policy 5006 Option Enrollment as presented. This motion, made by Kathy Gifford and seconded by Drew Blessing, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea  
Yea: 6, Nay: 0

### 11. **Next Meeting**

- The next regular meeting of the Kearney Public Schools Board of Education will be held on September 9, 2024 at 5:30 P.M. in the Staff Development Room in the Administration Building at 320 West 24th St, Kearney, NE 68845.

### 12. **Adjournment**

- Meeting was adjourned at 6:33 PM.

Move to adjourn the meeting. This motion, made by John Icenogle and seconded by Paul Hazard, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea

Yea: 6, Nay: 0

Notice of Meeting

This meeting was publicized in the Kearney Hub on August 8, 2024; radio stations KGFW and KKPR; and KSNB and KHGI T.V.

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Kathy Gifford, Secretary

**Special Budget Retreat Meeting  
Kearney Public Schools Board of Education  
Wednesday, August 28, 2024 at 12:00 PM  
1st floor Administration Building Conference Room  
320 W 24th Street  
Kearney, NE 68845**

**1. Call to Order**

President Gaasch called the meeting to order at 12:04 PM

**2. Open Meetings Act Announcement**

This is an open, public meeting of the Kearney Public Schools Board of Education, and a copy of the Open Meetings Act is posted in this room.

**3. Board Meeting Decorum Expectations**

**4. Roll Call**

Attendance Taken at 12:05 PM.

Amy Barth: Present

Drew Blessing: Present

Steve Gaasch: Present

Kathy Gifford: Present

Paul Hazard: Present

John Icenogle: Present

**5. Approval of Agenda**

Move to approve the agenda of the meeting as presented. This motion, made by Drew Blessing and seconded by Paul Hazard, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea, John Icenogle: Yea

Yea: 6, Nay: 0

**6. Public Participation/Comment**

**7. Agenda**

7.A. Discuss Potential Construction Projects at Central Elementary and Kearney High School for the 2024-25 Budget

7.B. Discuss Potential Lease-Purchase for Financing Potential Construction Projects

7.C. Review District Transportation Needs

7.D. 2024-25 Kearney Public Schools Budget Discussion

7.E. Determine Annual Budget Hearing and Special September Board Meeting Date

- It was determined that September 16, 2024, for the Annual Budget Hearing and Special September Board meeting will stand.

**8. Adjournment**

- Meeting was adjourned at 2:04 PM.

Move to adjourn the meeting. This motion, made by Drew Blessing and seconded by Amy Barth, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard:

Yea, John Icenogle: Yea

Yea: 6, Nay: 0

Notice of Meeting

This meeting was publicized in the Kearney Hub on August 24, 2024; radio stations KGFW and KKPR; and KSNB and KHGI T.V.

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Kathy Gifford, Secretary

**Special Committee of the Whole Meeting of the Kearney Public Schools Board of  
Education  
Kearney Public Schools Board of Education  
Wednesday, September 4, 2024 at 5:00 PM  
1st floor Administration Building Conference Room  
320 W 24th Street  
Kearney, NE 68845**

**1. Call to Order**

President Gaasch called the meeting to order at 5:02 PM.

**2. Open Meetings Act Announcement**

This is an open, public meeting of the Kearney Public Schools Board of Education, and a copy of the Open Meetings Act is posted in this room.

**3. Board Meeting Decorum Expectations**

**4. Roll Call**

Attendance Taken at 5:03 PM.

John Icenogle: Absent

Amy Barth: Present

Drew Blessing: Present

Steve Gaasch: Present

Kathy Gifford: Present

Paul Hazard: Present

**5. Approval of Agenda**

Move to approve the agenda of the meeting, as presented. This motion, made by Amy Barth and seconded by Drew Blessing, Passed.

John Icenogle: Absent, Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard: Yea

Yea: 5, Nay: 0, Absent: 1

**6. Public Participation/Comment**

**7. Agenda**

**7.A. Preview of the September 9, 2024 Regular Meeting Agenda**

Attendance Update Taken at 5:25 PM.

John Icenogle: Present

7.A.I. Recognition of Amber Taylor, Assistant Principal at Northeast Elementary, for Being Named the Region IV Outstanding New Principal of the Year by the Nebraska Association of Elementary School Principals (NAESP)

7.A.II. Recognition of Chance Waggoner, Principal at Park Elementary, for Being Named the Region IV Distinguished Principal of the Year by the Nebraska Association of Elementary School Principals (NAESP)

7.A.III. SRO Annual Report

- 7.A.IV. Presentation by Jason Calahan, Windy Hills Principal, on the Transition of Windy Hills to Buffalo Hills for the 2024-2025 School Year
- 7.A.V. Presentation of District Transportation Update
- 7.A.VI. Construction Update
- 7.A.VII. Presentation of Proposed 2024-2025 Construction Projects at KHS and Central Elementary
- 7.A.VIII. Approval of Professional Advancements for Teaching Staff for the 2024-2025 School Year
- 7.A.IX. Acceptance of the Glenwood Community Organization Annual Self-Audit Report for the 2023-2024 School Year
- 7.A.X. Approval of the FBLA National Fall Leadership Conference Trip, November 7-10, 2024 to Columbus, Ohio (*with no direct costs incurred by the school district*)
- 7.A.XI. Approval of the FCCLA National Leadership Conference Trip, July 4-10, 2025 to Orlando, Florida (*with no direct costs incurred by the school district*)
- 7.A.XII. Approval of the Quad State Marching Band Contest Trip, October 19, 2024 to Vermillion, South Dakota (*with no direct costs incurred by the school district*)
- 7.A.XIII. Approval of the National FFA Convention Trip, October 22-27, 2024 to Indianapolis, Indiana (*with no direct costs incurred by the school district*)
- 7.A.XIV. Consider a Resolution to Approve One or More Lease-Purchase Agreements with a Bank or Banks Related to a New Addition to the High School Facility
- 7.A.XV. Approve Trent Bosard, KPS Director of Facilities, to Initiate a Process to Identify a Construction Manager at Risk or Construction Manager Agent, for the KHS South and Central Elementary South Entrance Construction Projects
- 7.A.XVI. Approval of the Purchase of Two Passenger Vans to be Added to the KPS Transportation Fleet in the Amount of \$122,260
- 7.A.XVII. Approval of the Memorandum of Understanding Between Kearney Public Schools and Kearney Catholic High School for a Swimming/Diving & Baseball Co-op Agreement
- 7.A.XVIII. Second and Final Reading and Approval of Rescission of Board Policy 6225 High Ability Learners
- 7.A.XIX. Second and Final Reading and Approval of the Suspension of Board Policy 1130 (a-b) Addressing the Board
- 7.A.XX. Approval of the Second and Final Reading of Revised Board Policy 5006 Option Enrollment
- 7.B. Discuss District Transportation Options for 2024-2025 and Beyond
- 7.C. Discuss the Revision of Board Policy 7300 Naming the Building, for Fundraising/Naming Rights of Facilities

7.D. Discuss Superintendent Evaluation Process Timelines

**8. Adjournment**

- Meeting was adjourned at 6:55 PM.

Move to adjourn the meeting. This motion, made by John Icenogle and seconded by Amy Barth, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Steve Gaasch: Yea, Kathy Gifford: Yea, Paul Hazard:

Yea, John Icenogle: Yea

Yea: 6, Nay: 0

Notice of Meeting

This meeting was publicized in the Kearney Hub on August 31, 2024; radio stations KGFW and KKPR; and KSNB and KHGI T.V.

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Kathy Gifford, Secretary

**KEARNEY PUBLIC SCHOOLS DISTRICT #7****CLAIMS TO BE PAID IN SEPTEMBER 2024****PUBLICATION OF CHECKS**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Alicap	Property Insurance	\$ 835,921.00
All City Garage Door LLC	Repairs & Maintenance Services Maintenance Of Bu	\$ 8,604.00
All Makes	Furniture and Fixtures	\$ 2,237.80
All Makes	Miscellaneous Expenditure	\$ 3,332.40
All Makes Auto Supply	Supplies Care and Upkeep of Grounds	\$ 31.34
All Makes Auto Supply	Tires and Parts	\$ 143.48
All Makes Auto Supply	Supplies Regular Education Transportation	\$ 78.95
All Makes Auto Supply	Tires and Parts	\$ 144.29
All Makes Auto Supply	Tires and Parts	\$ 30.58
All Makes Auto Supply	Tires and Parts	\$ 30.58
Alyssa Clay	Travel Regular Instruction	\$ 305.23
Amazon Capital Services	Miscellaneous Expenditure	\$ 357.72
Amazon Capital Services	Supplies Tennis Boys	\$ 73.23
Amazon Capital Services	Miscellaneous Expenditure	\$ 491.98
Amazon Capital Services	Supplies Regular Instruction	\$ 1,999.20
Amazon Capital Services	Supplies Regular Instruction	\$ 441.83
Amazon Capital Services	Supplies Regular Instruction	\$ 7,669.04
Amazon Capital Services	Supplies Regular Instruction	\$ 561.91
Amazon Capital Services	Supplies Regular Instruction	\$ 169.91
Amazon Capital Services	Supplies Regular Instruction	\$ 41.87
Amazon Capital Services	Supplies Regular Instruction	\$ 113.19
Amazon Capital Services	Supplies Regular Instruction	\$ 24.00
Amazon Capital Services	Supplies Regular Instruction	\$ 50.43
Amazon Capital Services	Supplies Regular Instruction	\$ 24.00
Amazon Capital Services	Supplies Regular Instruction	\$ 79.66
Amazon Capital Services	Supplies Regular Instruction	\$ 713.68
Amazon Capital Services	Supplies Regular Instruction	\$ 1,192.61
Amazon Capital Services	Supplies Regular Instruction	\$ 1,485.73
Amazon Capital Services	Supplies Regular Instruction	\$ 709.90
Amazon Capital Services	Supplies Regular Instruction	\$ 638.68
Amazon Capital Services	Textbooks Supplementals Regular Instruction	\$ 94.65
Amazon Capital Services	Supplies Math	\$ 49.47
Amazon Capital Services	Supplies Science	\$ 1,031.65
Amazon Capital Services	Supplies FCS	\$ 98.56
Amazon Capital Services	Supplies FCS	\$ 311.30
Amazon Capital Services	Supplies PE	\$ 236.14
Amazon Capital Services	Supplies Industrial Art	\$ 110.90
Amazon Capital Services	Supplies Art	\$ 542.96
Amazon Capital Services	Supplies Art	\$ 52.29
Amazon Capital Services	Supplies Art	\$ 94.50
Amazon Capital Services	Supplies Vocal Music	\$ 1,006.00
Amazon Capital Services	Supplies Vocal Music	\$ 127.96
Amazon Capital Services	Supplies Orchestra	\$ 479.45
Amazon Capital Services	Supplies Orchestra	\$ 310.96
Amazon Capital Services	Supplies Band	\$ 415.87

Amazon Capital Services	Supplies Agriculture	\$	84.96
Amazon Capital Services	Supplies Early Childhood	\$	618.57
Amazon Capital Services	Supplies Hearing Handicapped	\$	87.90
Amazon Capital Services	Supplies Transition	\$	130.65
Amazon Capital Services	Supplies Resource	\$	803.38
Amazon Capital Services	Supplies Resource	\$	27.32
Amazon Capital Services	Supplies Behavior Disorder	\$	816.78
Amazon Capital Services	Supplies OT Related Services	\$	5.44
Amazon Capital Services	Supplies Instruction & Curriculum Development	\$	44.59
Amazon Capital Services	Supplies Library	\$	60.95
Amazon Capital Services	Supplies AudioVisual	\$	24.78
Amazon Capital Services	Supplies AudioVisual	\$	429.76
Amazon Capital Services	TechnologyRelated Hardware Technology	\$	2,046.27
Amazon Capital Services	Supplies Office of the Principal	\$	518.35
Amazon Capital Services	Supplies Human Resources	\$	189.99
Amazon Capital Services	Supplies Care and Upkeep of Grounds	\$	150.91
Amazon Capital Services	Supplies Sixpence Home 1	\$	1,197.48
Amazon Capital Services	Supplies IDEA Base & E/P	\$	1,027.78
Amazon Capital Services	Supplies IDEA Base & E/P	\$	156.85
Amazon Capital Services	Supplies Fed Vocational&Applied Tech Ed(Perkins)	\$	2,165.31
Amazon Capital Services	Miscellaneous Expenditure	\$	91.56
Amazon Capital Services	Miscellaneous Expenditure	\$	79.98
Amazon Capital Services	Miscellaneous Expenditure	\$	298.17
Amazon Capital Services	Miscellaneous Expenditure	\$	699.86
Amazon Capital Services	Miscellaneous Expenditure	\$	270.78
Amazon Capital Services	Miscellaneous Expenditure	\$	1,392.81
Amazon Capital Services	Miscellaneous Expenditure	\$	22.99
Amazon Capital Services	Miscellaneous Expenditure	\$	1,152.09
Amazon Capital Services	Miscellaneous Expenditure	\$	480.49
Amazon Capital Services	Miscellaneous Expenditure	\$	201.41
Amazon Capital Services	Miscellaneous Expenditure	\$	793.11
Amazon Capital Services	Supplies	\$	612.81
Amazon Capital Services	Furniture and Fixtures	\$	5,709.50
Amazon Capital Services	Supplies	\$	323.11
Amazon Capital Services	Supplies	\$	694.22
Amazon Capital Services	Miscellaneous Expenditure	\$	1,170.29
Amazon Capital Services	Miscellaneous Expenditure	\$	179.95
American Red CrossHealth & Safety Svcs	Employee Training & Development Services Health	\$	2,223.00
Angela Wright	Miscellaneous Expenditure	\$	29.00
Aperture Education LLC	Textbooks	\$	23,520.00
Apple Inc	Supplies Regular Instruction	\$	329.00
Apple Inc	Supplies AudioVisual	\$	116.00
Apple Inc	Supplies IDEA Base & E/P	\$	152.00
Apple Market	Food FCS	\$	48.38
Arnold Motor Supply	Tires and Parts	\$	25.69
Ashley Bernu	Family Sales	\$	33.25
Aubrey Vasquez	Supplies Regular Instruction	\$	7.99
AUCA Chicago Lockbox	Uniforms Operations of Buildings	\$	1,154.09
AUCA Chicago Lockbox	Uniforms Regular Education Transportation	\$	75.56
Avtech Software Inc	Technology Software Technology	\$	699.95

B&S Foundations	Miscellaneous Expenditure	\$	33,942.00
B&S Foundations	Miscellaneous Expenditure	\$	17,364.00
BD Construction	Construction Services Building Improvements	\$	32,844.47
BD Construction	Building Acquisitions and Improvements Building Im	\$	186,381.06
BD Construction	Construction Services	\$	2,149.28
BD Construction	Construction Services	\$	2,149.27
BD Construction	Construction Services	\$	34,343.84
Bear Frame & Alignment	Vehicle Repair	\$	106.95
Big Apple Fun Center	Dues and Fees	\$	892.62
Black Hills Energy	Natural Gas	\$	59.47
Black Hills Energy	Natural Gas	\$	0.13
Black Hills Energy	Natural Gas Operations of Buildings	\$	62.20
Black Hills Energy	Natural Gas IDEA Base & E/P	\$	0.13
Bracker's Good Earth Clays Inc	Supplies Art	\$	2,419.85
Breakout, Inc	Supplies Regular Instruction	\$	119.00
Bridget Mahalek	Supplies Regular Instruction	\$	48.38
Brightly Software Inc	TechnologyRelated Hardware	\$	18,315.71
Builders HowTo Warehouse	Supplies Care and Upkeep of Grounds	\$	531.12
Builders HowTo Warehouse	Supplies Regular Education Transportation	\$	8.23
Cale Seeba	Miscellaneous Expenditure	\$	50.00
Carol Kenton	Travel IDEA Base & E/P	\$	52.60
Carol Kenton	Travel IDEA Base & E/P	\$	41.14
Carolina Biological Supply	Supplies Science	\$	90.28
Carrie Johnson	Supplies Regular Instruction	\$	72.96
Carrie Westerbuhr	Miscellaneous Expenditure	\$	169.95
Cash from NebraskaLand National Bank	Dues and Fees	\$	14.00
CashWa Distributing	Food	\$	149,104.09
Cassie Spivey	Library Referances	\$	55.00
CDW Government	TechnologyRelated Hardware Technology	\$	463.16
CDW Government	Technology Software Technology	\$	41,832.00
CED/American Electric	Supplies Maintenance of Buildings	\$	398.08
Cengage Learning Gale	Technology Software Regular Instruction	\$	1,121.10
Cengage Learning Gale	AudioVisual Materials AudioVisual	\$	7,976.24
Central Restaurant Products	Furniture and Fixtures	\$	3,499.00
Central States Safety & Driver Trng LLC	Professional Services Regular Education Transpor	\$	600.00
Chance Waggoner	Miscellaneous Expenditure	\$	286.76
Chance Waggoner	Miscellaneous Expenditure	\$	64.00
Chance Waggoner	Miscellaneous Expenditure	\$	126.15
Charter Communications	Supplies Regular Instruction	\$	41.78
Charter Communications	Other Communication	\$	1,452.11
Charter Communications	Dues and Fees	\$	23.27
Charter Communciations	Other Communication	\$	28.55
Cheryl Huttman	Family Sales	\$	96.16
Chesterman Co.	Miscellaneous Expenditure	\$	1,665.75
Chesterman Co.	Food	\$	4,367.25
Choice Paint and Supply	Supplies Care and Upkeep of Grounds	\$	219.98
Christina Carnahan	Miscellaneous Expenditure	\$	129.77
City Of Kearney Fuel Dept.	Travel Instruction & Curriculum Development	\$	-
City Of Kearney Fuel Dept.	Travel AudioVisual	\$	-
City Of Kearney Fuel Dept.	Vehicle Gasoline	\$	4,051.75

City Of Kearney Fuel Dept.	Vehicle Gasoline Regular Education Transportatio	\$	872.96
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	21.17
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	-
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	-
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	-
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	-
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	-
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	35.33
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	-
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	33.85
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	-
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	25.31
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	14.89
City Of Kearney Fuel Dept.	Vehicle Gasoline School Age Sped Transportation	\$	-
City Of Kearney Fuel Dept.	Vehicle Gasoline	\$	-
City Of Kearney Fuel Dept.	Vehicle Gasoline	\$	229.32
City Of Kearney Fuel Dept.	Transportation Charges	\$	-
City Of Kearney Fuel Dept.	Transportation Charges	\$	-
City of Kearney Park and Recreation	Supplies Regular Instruction	\$	117.00
City of Kearney Water, Sanitn, Sewer Dept	Water	\$	59.00
City of Kearney Water, Sanitn, Sewer Dept	Garbage	\$	6,860.97
Community Products LLC	Supplies Sixpence Community Grant	\$	3,882.00
Computer Information Concepts Inc	Technology Software Technology	\$	27,396.00
Construction Rental Kearney	Rentals of Equipment and Vehicles Maintenance of	\$	76.10
Cooperative Producers Inc	Vehicle Gasoline Regular Education Transportatio	\$	1,344.84
Copycat Printing Inc	Miscellaneous Expenditure	\$	112.73
Copycat Printing Inc	Miscellaneous Expenditure	\$	59.00
Copycat Printing Inc	Professional Services Regular Instruction	\$	504.61
Copycat Printing Inc	Supplies Security	\$	911.87
Cornhusker Cleaning Supply.	Supplies Regular Education Transportation	\$	104.76
Culligan Of Kearney	Supplies Office of the Principal	\$	33.96
Culligan Of Kearney	Professional Services	\$	209.50
Culligan Of Kearney	Supplies Care and Upkeep of Grounds	\$	355.48
Cummins Central Power LLC	Tires and Parts	\$	186.82
Dan Schumacher	Professional Services	\$	728.00
Danielle Steffensmeier	Professional Services Sixpence Community Grant	\$	180.00
Dan's Sanitation Inc	Garbage	\$	132.47
Dan's Sanitation Inc	Garbage	\$	0.28
DAS State Accounting Central Finance	Purchased Service Telephone Technology	\$	292.87
Deborah Merz	Miscellaneous Expenditure	\$	110.33
Decker Inc.	Miscellaneous Expenditure	\$	383.64
Desiree John	Travel IDEA Base & E/P	\$	9.58
Desiree John	Travel IDEA Base & E/P	\$	6.63
DHHS Division Of Public Health School He	Dues and Fees	\$	100.00
Didax Inc	Supplies Early Childhood	\$	208.14
Domino's Pizza	Professional Services Sixpence Community Grant	\$	31.00
Domino's Pizza	Food	\$	1,977.00
DuttonLainson Company	Supplies Maintenance of Buildings	\$	649.00
Eakes Office Solutions	Miscellaneous Expenditure	\$	42.00
Eakes Office Solutions	Rentals of Equipment and Vehicles Regular Instru	\$	55.00

Eakes Office Solutions	Supplies Regular Instruction	\$	2,913.82
Eakes Office Solutions	Supplies Regular Instruction	\$	2,042.62
Eakes Office Solutions	Supplies Regular Instruction	\$	13.59
Eakes Office Solutions	Supplies Regular Instruction	\$	172.00
Eakes Office Solutions	Supplies Regular Instruction	\$	81.69
Eakes Office Solutions	Supplies Regular Instruction	\$	25.98
Eakes Office Solutions	Supplies Regular Instruction	\$	30.00
Eakes Office Solutions	Supplies English	\$	62.77
Eakes Office Solutions	Supplies Vocal Music	\$	194.54
Eakes Office Solutions	Supplies Orchestra	\$	142.28
Eakes Office Solutions	Supplies Band	\$	142.28
Eakes Office Solutions	Supplies Vocational EOC	\$	190.82
Eakes Office Solutions	Supplies Regular Education Transportation	\$	25.12
Echo Group Inc.	Supplies Maintenance of Buildings	\$	1,452.76
Echo Group Inc.	Supplies Care and Upkeep of Grounds	\$	0.57
Edupoint Educational Systems	Technology Software Technology	\$	17,820.00
Elizabeth Groneweg	Miscellaneous Expenditure	\$	223.00
Emily Knust	Travel OT Related Services	\$	10.18
Emily Knust	Travel IDEA Base & E/P	\$	7.57
ESU 10	Dues and Fees Instruction & Curriculum Developme	\$	40.00
ESU 6	Travel Resource	\$	120.00
ESU Coordinating Council Ainsworth, NE	Technology Software Regular Instruction	\$	13,500.00
Farmers Union Coop Assn	Supplies Care and Upkeep of Grounds	\$	19.00
Farmers Union Coop Assn	Vehicle Gasoline School Age Sped Transportation	\$	423.01
Fearless Ink Custom Apparel, Inc	Supplies Office of the Principal	\$	600.00
Field Doctors LLC	Professional Services	\$	6,700.00
Frontier	Professional Services	\$	219.78
Frontier	Professional Services	\$	12.21
Frontier	Professional Services	\$	12.21
Frontier	Purchased Service Telephone	\$	1,918.46
Frontline Technologies Group LLC	Professional Services Pro Development Human Re	\$	18,040.38
Gartner & Associates Co Inc	Supplies Maintenance of Buildings	\$	138.00
GNS Greater Ne Superintendants	Dues and Fees Executive Administration	\$	250.00
Gopher Sport	Supplies PE	\$	1,346.73
GraceNotes LLC	Supplies Vocal Music	\$	301.50
Graczyk Lawn & Landscape	Lawn Services	\$	5,400.00
Graham Tire	Tires and Parts	\$	200.25
Grand Island Chamber Of Commerce	Dues and Fees Band	\$	150.00
Great Minds LLC	Textbooks Regular Instruction	\$	103.04
Greatmats.com Corporation	Supplies Maintenance of Buildings	\$	6,155.40
Greatmats.com Corporation	Supplies Care and Upkeep of Grounds	\$	1,877.34
Halle Edeal	Supplies Regular Instruction	\$	17.50
Hawkins Inc	Supplies Care and Upkeep of Grounds	\$	933.53
Heartland Refrigeration LLC	Professional Services	\$	212.50
Heinemann	Technology Software Regular Instruction	\$	451.01
High Plains Pizza Hut, Inc	Food	\$	2,198.93
Hiland Dairy Foods	Food	\$	22,831.03
Hobby Lobby Stores Inc	Miscellaneous Expenditure	\$	17.94
Hobby Lobby Stores Inc	Supplies	\$	30.43
Hoehner Turf Irrigation	Lawn Services	\$	132.00

Holli Ourada	Miscellaneous Expenditure	\$	20.90
Holmes Plumbing & Htg	Supplies Maintenance of Buildings	\$	1,665.29
Hometown Leasing	Rentals of Equipment and Vehicles Regular Instru	\$	10,786.59
HyVee Accounts Receivable	Food	\$	255.94
HyVee Accounts Receivable	Food	\$	149.44
Integrated Security Solutions LLC	Professional Services	\$	5,474.00
InterState Studio & Publishing Co	Supplies Regular Instruction	\$	65.06
ITHAKA Harbors Inc	AudioVisual Materials AudioVisual	\$	1,560.00
IXL Learning	Technology Software Regular Instruction	\$	5,400.00
IXL Learning	Technology Software Regular Instruction	\$	189,675.00
J W Pepper & Son Inc	Supplies Orchestra	\$	246.30
J W Pepper & Son Inc	Supplies Orchestra	\$	139.44
J W Pepper & Son Inc	Supplies Band	\$	167.99
Jana Seier	Travel Speech Pathology & Audiology	\$	95.36
Jennifer Meinecke	Travel Behavior	\$	418.08
Jill Bauer	Travel Speech Pathology & Audiology	\$	33.97
Jill Clevenger	Miscellaneous Expenditure	\$	25.98
Johnstone Supply	Supplies Maintenance of Buildings	\$	2,309.13
Jordan Neben	Supplies Regular Instruction	\$	31.20
Journal Communications Inc	Advertising Communications	\$	6,530.00
Kameran Dostal	Miscellaneous Expenditure	\$	140.48
Kate Murphy	Travel	\$	103.19
Kathie Robles	Family Sales	\$	35.20
Kearney Ace Hardware	Supplies Care and Upkeep of Grounds	\$	168.61
Kearney Area Children's Museum	Dues and Fees	\$	500.00
Kearney Area Solid Landfill City Of Kear	Professional Services	\$	96.36
Kearney Legion Baseball Assn	Miscellaneous Expenditure	\$	757.30
Kearney Pub SchFoundation	Professional Services	\$	10,086.09
Kearney Tire & Auto Service Co	Tires and Parts	\$	1,630.31
Kearney Winlectric Co	Supplies Maintenance of Buildings	\$	372.07
Kearney Winnelson	Supplies Maintenance of Buildings	\$	7,788.64
Kelly Supply Co	Supplies Care and Upkeep of Grounds	\$	114.17
Kelsey Roth	Supplies Regular Instruction	\$	317.03
Kidwell	Professional Services Technology	\$	168.75
Kidwell	Purchased Service Telephone Technology	\$	1,765.45
Kidwell	Professional Services	\$	975.00
Kidwell	Repairs & Maintenance Services Maintenance Of Bu	\$	2,645.00
Kim Stover	Family Sales	\$	32.70
Kindermusik International Inc.	Supplies Early Childhood	\$	174.00
Kristie Arnold	Miscellaneous Expenditure	\$	41.90
Kuder	Technology Software Regular Instruction	\$	600.00
Lakeshore Lrng Materials	Supplies EC EXPANSION	\$	18,669.50
Lakeshore Lrng Materials	Supplies Sixpence Community Grant	\$	7,587.14
Lakeshore Lrng Materials	Supplies IDEA Base & E/P	\$	440.39
Laminator.com Inc	Supplies Regular Instruction	\$	154.46
Laminator.com Inc	Supplies Early Childhood	\$	71.97
Laminator.com Inc	Supplies Sixpence Home 1	\$	71.98
Laminator.com Inc	Supplies Sixpence Community Grant	\$	71.98
Laminator.com Inc	Miscellaneous Expenditure	\$	71.97
Landmark Implement Inc Kearney	Repairs & Maintenance Services Non Student Vehic	\$	367.01

Landmark Implement Inc Kearney	Tires and Parts	\$	125.22
Learning AZ	Supplies	\$	795.00
Library Trac LLC	Supplies AudioVisual	\$	50.00
Lincoln Library Press, Inc	Supplies Regular Instruction	\$	176.00
Lincoln Marriott Cornhusker Hotel	Supplies IDEA Base & E/P	\$	354.75
Lindsie Thiems	Travel Early Childhood	\$	38.79
Little Bee Speech Co	Supplies Speech Pathology & Audiology	\$	91.40
Little Johnny LLC	Contracted Educational Contracted Services	\$	7,150.00
Londyn Rupprecht	Supplies Transition	\$	46.77
Mailgun Technologies Inc	Technology Software	\$	325.00
Makayla Harmon	Supplies Sixpence Home 1	\$	15.00
Marci Ochsner	Travel Fiscal Services	\$	48.24
Masters True Value	Supplies Care and Upkeep of Grounds	\$	507.02
Masters True Value	Repairs & Maintenance Services Non Student Vehic	\$	1,237.16
Matheson TriGas Inc	Supplies Machine Shop	\$	734.11
Matheson TriGas Inc	Rentals of Equipment and Vehicles Maintenance of	\$	182.22
Matheson TriGas Inc	Supplies Care and Upkeep of Grounds	\$	1,425.01
Matthew Gawronski	Supplies	\$	333.00
Mechanical Sales Parts Inc	Repairs & Maintenance Services Maintenance Of Bu	\$	1,933.45
Meggie Rusher	Travel Dance Catz	\$	175.00
Menards Kearney	Uniforms Operations of Buildings	\$	104.90
Menards Kearney	Supplies Care and Upkeep of Grounds	\$	1,284.85
Menards Kearney	Supplies Regular Education Transportation	\$	51.45
Menards Kearney	Miscellaneous Expenditure	\$	123.61
Menards Kearney	Miscellaneous Expenditure	\$	374.43
Menards Kearney	Miscellaneous Expenditure	\$	179.96
Meredith Johnson	Miscellaneous Expenditure	\$	99.00
Merryman Performing Arts Center	Dues and Fees Executive Administration	\$	660.58
Metal Doors & Hardware Co	Supplies Maintenance of Buildings	\$	1,977.75
Micah Goodwin	Supplies Regular Instruction	\$	31.25
Mid America Golf and Landscape Inc	Construction Services	\$	248,690.00
Midwest Connect	Postage Regular Instruction	\$	0.73
Midwest Connect	Supplies Regular Instruction	\$	6.61
Midwest Connect	Supplies Regular Instruction	\$	0.73
Midwest Connect	Supplies Regular Instruction	\$	72.27
Midwest Connect	Supplies Regular Instruction	\$	32.85
Midwest Connect	Postage Early Childhood	\$	6.25
Midwest Connect	Postage Supervision	\$	164.98
Midwest Connect	Postage Office of the Principal	\$	20.37
Midwest Connect	Postage Office of the Principal	\$	22.19
Midwest Connect	Postage Office of the Principal	\$	302.95
Midwest Connect	Postage Office of the Principal	\$	229.19
Midwest Connect	Postage Office of the Principal	\$	555.64
Midwest Connect	Postage Fiscal Services	\$	174.36
Midwest Connect	Postage Regular Education Transportation	\$	0.73
Midwest Connect	Postage	\$	137.97
Midwest Connect	Postage	\$	35.77
Mikaela Richmond	Supplies Regular Instruction	\$	68.76
Misko Sports	Miscellaneous Expenditure	\$	505.00
Molly Gohman	Periodicals Office of the Principal	\$	70.00

Monte Kratzonstein	Professional Services	\$	150.00
Moonlight Embroidery & Screen Print	Supplies Regular Instruction	\$	150.00
Morris Press & Office Supplies	Supplies Regular Instruction	\$	162.00
Morris Press & Office Supplies	Supplies Instruction & Curriculum Development	\$	44.00
Music in Motion	Miscellaneous Expenditure	\$	17.95
n2y, LLC	Supplies IDEA Base & E/P	\$	172.11
NACIA	Dues and Fees Fiscal Services	\$	40.00
Nancy McKillip	Professional Services Sixpence Community Grant	\$	165.00
NASBNE Association of School Boards	Travel Board of Education	\$	178.00
NATA Nebraska Assoc of Tech Admin	Travel Technology	\$	65.00
National Insurance Marketing Brokers LLC	Professional Services Pro Development Human Re	\$	2,771.75
NCS Pearson Inc	Supplies Psychologist	\$	1,590.00
NCS Pearson Inc	Supplies Speech Pathology & Audiology	\$	114.00
NCSANebraska Council of School Admin	Professional Services	\$	260.00
NCSANebraska Council of School Admin	Travel Supervision	\$	335.00
NCSANebraska Council of School Admin	Dues and Fees Instruction & Curriculum Developme	\$	286.00
NCSANebraska Council of School Admin	Dues and Fees Instruction & Curriculum Developme	\$	225.00
NCSANebraska Council of School Admin	Dues and Fees Executive Administration	\$	225.00
NCSANebraska Council of School Admin	Travel Principal Office of the Principal	\$	286.00
NCSANebraska Council of School Admin	Supplies Office of the Principal	\$	250.00
NCSANebraska Council of School Admin	Dues and Fees Office of the Principal	\$	225.00
NCSANebraska Council of School Admin	Dues and Fees Office of the Principal	\$	260.00
NCSANebraska Council of School Admin	Dues and Fees Office of the Principal	\$	564.00
NCSANebraska Council of School Admin	Dues and Fees Office of the Principal	\$	1,388.00
NCSANebraska Council of School Admin	Dues and Fees Office of the Principal	\$	260.00
NCSANebraska Council of School Admin	Dues and Fees Office of the Principal	\$	1,370.00
NCSANebraska Council of School Admin	Professional Services Pro Development Human Re	\$	525.00
Nebraska Central Equipment Co	Bus Acquisition	\$	145,595.00
Nebraska Destination Imagination	Dues and Fees High Ability Learners	\$	2,520.00
Nebraska Library Commission	AudioVisual Materials AudioVisual	\$	3,773.87
Nebraska Public Health Envrmt Lab	Professional Services	\$	190.00
Nebraska Public Power District	Electricity	\$	74,915.16
Nebraska Safety Center	Supplies Technology Related Regular Instructio	\$	255.00
Nebraska Safety Center	Professional Services Regular Education Transpor	\$	750.00
Nebraska Schoolmasters Club	Dues and Fees Executive Administration	\$	35.00
Nebraska Schoolmasters Club	Dues and Fees Fiscal Services	\$	70.00
Neely Murphy	Family Sales	\$	9.50
Nicole Wietjes	Travel Psychologist	\$	293.61
Nicole Wietjes	Supplies Psychologist	\$	12.54
Northwestern Energy	Natural Gas	\$	1,644.24
Northwestern Energy New Construction	Miscellaneous Expenditure	\$	13.54
Off Duty Management, Inc	Security Officer Security	\$	172.50
One Call Concepts Inc	Professional Services	\$	8.76
Panera Bread LLC	Food	\$	1,220.94
Panogold	Food	\$	4,793.24
Penn State Industries	Supplies Industrial Art	\$	1,027.25
PEP CO, Inc.	Professional Services	\$	990.00
Pitsco Education, LLC	Supplies Industrial Art	\$	725.45
Platinum Awards & Gifts	Supplies Regular Instruction	\$	76.48
Platte Valley Communications	Repairs & Maintenance Services Maintenance Of Bu	\$	712.50

PowerSchool	Professional Services Pro Development Human Re	\$	54,122.22
Prairie View Roofing & Development LLC	Repairs & Maintenance Services Maintenance Of Bu	\$	1,168.00
Premier Rental Purchase	TechnologyRelated Hardware Technology	\$	1,050.00
Premier Rental Purchase	Miscellaneous Expenditure	\$	1,050.00
Premier Rental Purchase	Miscellaneous Expenditure	\$	525.00
Proquest LLC	Supplies Regular Instruction	\$	710.33
Proquest LLC	AudioVisual Materials AudioVisual	\$	2,079.73
Quill Corporation	Supplies Regular Instruction	\$	373.80
Quill Corporation	Supplies Regular Instruction	\$	538.56
Rapid Fire Protection Inc	Professional Services	\$	4,825.00
Really Good Stuff Inc	Supplies Regular Instruction	\$	39.99
Remind101, Inc.	Technology Software Technology	\$	16,948.80
Renaissance Learning Inc	Supplies Regular Instruction	\$	2,942.34
Renaissance Learning Inc	Technology Software Regular Instruction	\$	1,526.00
Rhonda Moseley	Travel OT Related Services	\$	30.75
Richardson Concessions	Supplies Regular Instruction	\$	140.00
Roland C Whitney	Rentals of Equipment and Vehicles Maintenance of	\$	1,170.00
Russell's Appliances	Supplies	\$	829.00
Sara Langan	Travel Regular Instruction	\$	300.00
Scholastic Inc	Supplies Regular Instruction	\$	531.39
Scholastic Inc.	Supplies Regular Instruction	\$	851.84
Scholastic Inc.	Supplies Regular Instruction	\$	2,188.56
Scholastic Inc.	Supplies Regular Instruction	\$	1,469.64
Scholastic Inc.	Periodicals Vocational EOC	\$	42.31
Scholastic Inc.	Supplies Early Childhood	\$	904.51
School Mate Morris Press	Supplies Regular Instruction	\$	107.50
School Mate Morris Press	Supplies Regular Instruction	\$	806.25
School Mate Morris Press	Supplies Regular Instruction	\$	494.50
School Mate Morris Press	Supplies Regular Instruction	\$	559.00
School Mate Morris Press	Supplies Regular Instruction	\$	591.25
School Mate Morris Press	Supplies Regular Instruction	\$	374.10
School Mate Morris Press	Supplies Regular Instruction	\$	159.10
School Mate Morris Press	Supplies Regular Instruction	\$	537.50
School Mate Morris Press	Supplies Office of the Principal	\$	782.60
Scott Steinbrook	Miscellaneous Expenditure	\$	44.16
Scripps National Spelling Bee Inc	Dues and Fees High Ability Learners	\$	1,857.50
Secured Mobility LLC	Security Mobility Regular Education Transportati	\$	1,571.48
Securly, Inc	Supplies Regular Instruction	\$	2,308.55
Shanna Schulte	Travel Instruction & Curriculum Development	\$	22.51
Shari Trelka	Family Sales	\$	100.80
SherwinWilliams	Supplies Early Childhood	\$	33.22
SherwinWilliams	Supplies Care and Upkeep of Grounds	\$	1,178.24
Sierra Wilson	Travel Pyschologist	\$	30.15
Smart Space Visible Solution	Supplies Behavior Disorder	\$	149.97
Sonshine World	Professional Services Sixpence Community Grant	\$	3,110.75
SpartanNash Family Fresh	Supplies FCS	\$	127.43
Sphero, Inc	Supplies Fed Vocational&Applied Tech Ed(Perkins)	\$	3,041.28
Spracklin Chiropractic	Physicals Regular Education Transportation	\$	270.00
Spracklin Chiropractic	Physicals School Age SPED Transportation	\$	90.00
Spracklin Chiropractic	Physicals School Age SPED Transportation	\$	90.00

Stericycle	Professional Services Health Services	\$	72.92
Striv, Inc	Dues and Fees Regular Instruction	\$	3,940.00
Sunbelt Rentals	Rentals of Equipment and Vehicles Maintenance of	\$	343.67
Sysco Lincoln	Food	\$	580.83
Sysco Lincoln	Food	\$	5,129.49
Tanya Holoubeck	Miscellaneous Expenditure	\$	25.96
Tavcom Inc	Miscellaneous Expenditure Executive Administrati	\$	2,500.00
Teacher Synergy Inc	Supplies Regular Instruction	\$	163.59
Teacher Synergy Inc	Supplies Regular Instruction	\$	30.00
Teacher Synergy Inc	Supplies Orchestra	\$	85.70
Teresa Schnoor	Miscellaneous Expenditure	\$	599.88
Testout Corporation	Technology Software Regular Instruction	\$	2,995.00
The Filter Shop Inc	Supplies Care and Upkeep of Grounds	\$	231.18
The Lockmobile	Supplies Care and Upkeep of Grounds	\$	29.25
TK Elevator Corporation	Professional Services	\$	1,614.87
Tobii Dynavox LLC	Supplies IDEA Base & E/P	\$	199.00
Tractor Supply Co.	Supplies Care and Upkeep of Grounds	\$	123.41
Trade Well Pallet Inc.	Supplies Care and Upkeep of Grounds	\$	1,870.00
Trane	Repairs & Maintenance Services Maintenance Of Bu	\$	600.68
Trane	Supplies Maintenance of Buildings	\$	123.58
Trane	Building Acquisitions and Improvements Building Im	\$	26,080.00
Trey Schlender	Travel Regular Instruction	\$	39.20
TriCounty Glass Inc	Professional Services	\$	2,910.00
TSAE Inc	Professional Services Regular Education Transpor	\$	1,245.00
Tyler Technologies Inc	Professional Services Fiscal Services	\$	63,352.58
Tyler Technologies Inc	Technology Software Fiscal Services	\$	2,234.90
UNK Dept of Music, Theatre, & Dance	Dues and Fees Band	\$	125.00
UNO CPAR CPAR University of NE@ Omaha	Grant Writer	\$	60.00
US Bank Cardmember Service	Supplies Regular Instruction	\$	2,139.52
US Bank Cardmember Service	Supplies Regular Instruction	\$	149.99
US Bank Cardmember Service	Supplies	\$	67.00
US Bank Cardmember Service	Dues and Fees	\$	276.00
US Bank Cardmember Service	Periodicals	\$	29.95
US Bank Cardmember Service	Technology Software	\$	15.98
US Bank Cardmember Service	Dues and Fees	\$	694.00
US Bank Cardmember Service	Professional Services Professional Development	\$	111.00
US Bank Cardmember Service	Rentals of Equipment and Vehicles	\$	180.00
US Bank Cardmember Service	Supplies	\$	3,340.00
US Bank Cardmember Service	Travel Regular Education Transportation	\$	1,108.48
US Bank Cardmember Service	Uniforms	\$	69.99
US Bank Cardmember Service	2324 CTE Grant	\$	1,870.00
US Bank Cardmember Service	Professional Services	\$	3,600.00
US Bank Cardmember Service	Travel Activities Director	\$	2,162.70
US Bank Cardmember Service	Miscellaneous Expenditure	\$	825.09
US Bank Cardmember Service	Miscellaneous Expenditure	\$	107.75
US Bank Cardmember Service	Miscellaneous Expenditure	\$	4,910.67
US Bank Cardmember Service	Miscellaneous Expenditure	\$	209.75
US Bank Cardmember Service	Transportation Charges	\$	13.76
US Bank Cardmember Service	Miscellaneous Expenditure	\$	748.00
US Bank Cardmember Service	Miscellaneous Expenditure	\$	149.79

US Bank Cardmember Service	Transportation Charges	\$	36.80
US Bank Cardmember Service	Transportation Charges	\$	18.40
US Bank Cardmember Service	Miscellaneous Expenditure	\$	20.00
US Bank Cardmember Service	Miscellaneous Expenditure	\$	69.00
US Bank Cardmember Service	Food	\$	738.43
US Bank Cardmember Service	Dues and Fees	\$	742.00
US Bank Cardmember Service	Dues and Fees	\$	273.26
US Bank Cardmember Service	Transportation Charges	\$	46.30
US Bank Cardmember Service	Miscellaneous Expenditure	\$	572.97
US Bank Cardmember Service	Miscellaneous Expenditure	\$	481.34
US Foods Inc	Food	\$	935.93
Verizon Wireless	Miscellaneous Expenditure	\$	30.04
Versare Solutions LLC	Supplies Resource	\$	551.45
Vicky DeWald	Miscellaneous Expenditure	\$	165.96
Walmart Community BRC	Supplies	\$	7,523.02
Warrent Drain Cleaners & Plum	Professional Services	\$	887.50
WILKINS ArchitectureDesignPlanning	Construction Services Building Improvements	\$	387.50
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements Building Im	\$	1,280.05
WILKINS ArchitectureDesignPlanning	Construction Services	\$	148.17
WILKINS ArchitectureDesignPlanning	Construction Services	\$	148.16
WILKINS ArchitectureDesignPlanning	Construction Services	\$	1,730.84
Winzer Franchise Company	Supplies Care and Upkeep of Grounds	\$	346.22
WPCIWestern Path Consult Inc	Drug Testing Regular Education Transportation	\$	146.00
WPS Western Psychological Services	Supplies Speech Pathology & Audiology	\$	250.80
Zimmerman Printers	Supplies Regular Instruction	\$	720.50
ZOHO Corp	Technology Software Technology	\$	7,050.00

**SPECIAL BUILDING FUND and QCPUF  
CLAIMS TO REPORT FOR SEPTEMBER 2024  
VENDOR**

**DESCRIPTION**

**AMOUNT**

## TREASURER'S REPORT

### General Account - NebraskaLand National Bank Month Ending August 31, 2024

#### Per Bank

NebraskaLand Bank	August 31, 2024	\$	23,476,592.64
Less Outstanding Checks		\$	(160,039.63)
Less Outstanding Other Disbursements		\$	(18,654.04)
Plus Outstanding Deposits		\$	(195,224.04)
Adjustment		\$	-
Ending Balance		\$	<u>23,102,674.93</u>

#### Per Books

Beginning Balance	August 31, 2024	\$	29,135,936.85
Plus Receipts		\$	2,890,468.22
Less Expenditures		\$	(8,923,730.14)
Less Returned Checks			
Adjustment		\$	-
Voided Checks		\$	-
Ending Book Balance	August 31, 2024	\$	<u>23,102,674.93</u>

**Flex Spending Account Balance**

**\$65,786.70**

## School District 7

### Fund Balances

Fiscal Year: 2023-2024

Month: August

Year: 2024

Fund Type:

Include Cash Balance

FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>	<u>Cash Balance</u>	<u>Variance</u>
01	General Fund	\$27,033,504.65	\$75,855,025.53	(\$73,434,151.29)	(\$139,593.25)	\$29,314,785.64	\$17,928,700.60	\$11,386,085.04
02	Depreciation Fund	\$1,076,196.69	\$172,787.37	(\$1,102,608.80)	\$64,395.98	\$210,771.24	\$210,771.24	\$0.00
03	Employee Benefit Fund	\$323,877.92	\$0.00	(\$281,774.00)	\$0.00	\$42,103.92	\$42,103.92	\$0.00
05	Activities Fund	\$2,679,878.46	\$2,230,393.75	(\$3,702,002.78)	\$418,243.00	\$1,626,512.43	\$1,628,001.15	(\$1,488.72)
06	School Nutrition Fund	\$2,787,009.30	\$3,654,742.60	(\$4,188,031.76)	\$0.00	\$2,253,720.14	\$2,279,323.92	(\$25,603.78)
07	Bond Fund	\$10,080,339.66	\$7,690,344.31	(\$7,361,572.11)	\$0.00	\$10,409,111.86	\$8,388,106.72	\$2,021,005.14
08	Special Building Fund	\$1,914,684.98	\$819,970.96	(\$899,890.17)	\$0.00	\$1,834,765.77	\$1,737,738.00	\$97,027.77
09	Qualified Capital Fund	\$10,549,849.68	\$8,312,710.02	(\$8,701,315.44)	\$0.00	\$10,161,244.26	\$9,808,844.91	\$352,399.35
10	Coop Fund	\$130,684.67	\$675,848.54	(\$804,392.67)	\$0.00	\$2,140.54	\$4,396.30	(\$2,255.76)
12	Student Fee Fund	\$287,578.14	\$282,710.82	(\$225,326.84)	\$0.00	\$344,962.12	\$345,335.14	(\$373.02)
Grand Total:		\$56,863,604.15	\$99,694,533.90	(\$100,701,065.86)	\$343,045.73	\$56,200,117.92	\$42,373,321.90	\$13,826,796.02

End of Report

**FY 24 Kearney Public Schools  
Revenue Expense Reports  
Compared to Budget**

DATE: Aug. 2024

	<u>FY 2024</u>	<u>TOTAL BUDGET</u>	<u>%</u>		<u>FY 2024</u>	<u>TOTAL BUDGET</u>	<u>%</u>
<b><u>GENERAL FUND</u></b>				<b><u>SCHOOL NUTRITION FUND</u></b>			
Income:	\$75,855,025.53	\$65,748,643.00	115%	Income:	\$3,654,742.60	\$2,204,000.00	166%
Expense:	<u>\$73,573,744.54</u>	\$73,615,368.00	100%	Expense:	<u>\$4,188,031.76</u>	\$4,562,125.00	92%
Net:	\$2,281,280.99			Net:	-\$533,289.16		
100 Supt.	\$236,226.74	\$200,000.00	118%	<b><u>SNF SUMMARY</u></b>		<b><u># OF</u></b>	<b><u>DAILY</u></b>
103 Comm	\$119,099.95	\$30,000.00	397%		<b><u>TOTAL</u></b>	<b><u>DAYS</u></b>	<b><u>AVG.</u></b>
211 Dir PK-5	\$1,234,904.09	\$278,000.00	444%	Lunch	\$ 638,233.00	166.29	3838.07
220 Sped	\$847,536.76	\$599,746.99	141%	Breakfast	\$ 166,736.00	165.48	1007.59
230 Media	\$24,495.40	\$29,000.00	84%	<b><u>BOND FUND</u></b>			
240 Dir SS&S	\$205,580.63	\$87,500.00	235%	Income:	\$7,690,344.31	\$7,402,673.00	104%
270 Dir 6-12	\$579,924.56	\$205,000.00	283%	Expense:	<u>\$7,361,572.11</u>	\$16,254,205.00	45%
310 Personnel	\$342,578.86	\$167,000.00	205%	Net:	\$328,772.20		
320 Technology	\$1,428,733.74	\$1,600,000.00	89%	<b><u>BUILDING FUND</u></b>			
400 Principals	\$1,061,654.47	\$976,500.00	109%	Income:	\$819,970.96	\$1,000,000.00	82%
510 Finance	\$1,757,620.40	\$5,974,702.77	29%	Expense:	<u>\$899,890.17</u>	\$2,971,280.00	30%
550 Facilities	\$2,740,769.85	\$2,795,625.00	98%	Net:	-\$79,919.21		
560 Utilities	\$972,333.40	\$975,000.00	100%	<b><u>QCPUF FUND</u></b>			
570 Transport.	\$283,650.81	\$250,000.00	113%	Income:	\$8,312,710.02	\$8,892,000.00	93%
910 Payroll	\$60,279,012.67	\$57,667,293.24	105%	Expense:	<u>\$8,701,315.44</u>	\$11,643,214.00	75%
931 Substitutes	\$1,407,446.17	\$1,750,000.00	80%	Net:	-\$388,605.42		
941 Overtime	<u>\$52,176.04</u>	<u>\$30,000.00</u>	<u>174%</u>				
	\$73,573,744.54	\$73,615,368.00	100%	<b><u>COOP FUND</u></b>			
<b><u>DEPRECIATION FUND</u></b>				Income:	\$675,848.54	\$552,906.00	122%
Income:	\$172,787.37	\$850,050.00	20%	Expense:	<u>\$804,392.67</u>	\$700,000.00	115%
Expense:	<u>\$1,102,608.80</u>	\$1,374,679.00	80%	Net:	-\$128,544.13		
Net:	-\$929,821.43			<b><u>STUDENT FEE FUND</u></b>			
<b><u>ACTIVITIES FUND</u></b>				Income:	\$282,710.82	\$215,000.00	131%
Income:	\$2,230,393.75	\$1,500,000.00	149%	Expense:	<u>\$225,326.84</u>	\$437,192.00	52%
Expense:	<u>\$3,702,002.78</u>	\$3,743,946.00	99%	Net:	\$57,383.98		
Net:	-\$1,471,609.03			<b>TOTAL REVENUE</b>	\$99,694,533.90	\$88,365,272.00	113%
				<b>TOTAL EXPENDITURES</b>	\$100,840,659.11	\$115,613,783.00	87%

## Bearcat Diner Financial Statement for Month Ending August 31, 2024

<b>Receipts:</b>	<b>Budget</b>	<b>Month End</b>	<b>Year-to-Date</b>	<b>% of Budget</b>	<b>2022-2023%</b>
Federal Reimbursement	\$ 1,981,300.00	\$ -	\$ 2,237,478.03	112.93%	132.78%
Sale of Lunches -Pupils	\$ 1,150,000.00	\$ 194,999.46	\$ 1,345,639.77	117.01%	113.12%
Other Income	\$ 72,700.00	\$ 3,834.13	\$ 53,860.75	74.09%	138.46%
District Support		\$ -	\$ -		
<b>Total:</b>	<b>\$ 3,204,000.00</b>	<b>\$ 198,833.59</b>	<b>\$ 3,636,978.55</b>	<b>113.51%</b>	<b>124.80%</b>
			\$ -		
<b>Expenditures:</b>			\$ -		
Salaries/Fringe	\$ 2,029,657.06	\$ 48,116.80	\$ 2,019,778.12	99.51%	98.80%
	\$ 2,029,657.06	\$ 48,116.80	\$ 2,019,778.12	99.51%	98.80%
			\$ -		
Food Items	\$ 2,239,717.94	\$ 8,953.76	\$ 1,948,374.17	86.99%	97.00%
Equipment	\$ 216,000.00	\$ -	\$ 157,437.78	72.89%	116.19%
Supplies,Repairs and Other	\$ 76,750.00	\$ 12,048.99	\$ 62,511.98	81.45%	58.78%
<b>Total:</b>	<b>\$ 4,562,125.00</b>	<b>\$ 69,119.55</b>	<b>\$ 4,188,102.05</b>	<b>91.80%</b>	<b>97.84%</b>
<b>Revenue Over/Under Expenses</b>		<b>\$ 129,714.04</b>	<b>\$ (551,123.50)</b>		
<b>Beginning Balance</b>	<b>\$ 2,358,125.00</b>		<b>\$ 2,358,125.00</b>		
<b>Ending Balance</b>	<b>\$ 2,358,125.00</b>		<b>\$ 1,807,001.50</b>		<b>\$ 2,675,369.69</b>
<b>Federal Money Due</b>		<b>\$ 163,313.56</b>			
<b>Accounts Receivable &lt; \$50.00</b>		<b>\$ 4,237.94</b>			
<b>Accounts Receivable &gt; \$50.00</b>		<b>\$ 24,231.13</b>			



Annual Board Report  
Glenwood Community Organization

August 1, 2023 - July 31, 2024

**Per Bank Statement**

Exchange Bank; Beginning Balance 08/01/23	\$	10,308.30
Plus Deposits	\$	7,388.34
Less Expenditures	\$	(3,469.91)
Exchange Bank; Ending Balance 07/31/24	\$	<u>14,226.73</u>

**Per Check Register**

Beginning Balance 08/01/23	\$	10,308.30
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Deposits

Fundraising:

PJ & Jersey Day/Hat Day	\$	264.75
Snack Sale	\$	881.08
Donations	\$	203.08
Fall Festival	\$	3,078.00
Pie in the Face Contest	\$	417.28
Spring Picnic	\$	2,423.00
Bridge Book Fundraiser	\$	46.00
ACCR Payment	\$	75.15

Total Deposits	\$	<u>7,388.34</u>
----------------	----	-----------------

Expenditures

Activity:

American Education Week	\$	-
Field Day	\$	(52.34)
Fifth Grade End of Year Celebration	\$	(284.22)
Thank you's	\$	-
Kindergarten Roundup/Graduation	\$	-
Classroom improvements	\$	(116.00)
Marathon	\$	(1,205.02)
NE Music Education Association	\$	(125.00)
Open House	\$	-
Outdoor Classroom	\$	-
Rewards Celebrations	\$	(99.00)

Field Trips:

Fees	\$	-
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Fundraising:

Fall Fundraiser Expense	\$	(1,080.42)
Spring Picnic Expense	\$	(100.00)

Gifts:

Gifts	\$	(38.91)
Scholarship	\$	-
Staff Appreciation	\$	(369.00)

Maintenance (Building, Equipment):

Playground Equipment Reimbursement	\$	-
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Miscellaneous:

KPS; Transportation	\$	-
School Shirt Sale decals	\$	-

PTO/PTA Office Supplies:

Babysitting & meeting food	\$	-
Check Re-order	\$	-

Total Expenditures	\$	(3,469.91)
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Ending Balance 07/31/24	\$	<u>14,226.73</u>
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**Annual Board Report**  
**Northeast Elementary PTO**

Report as of Year Ending: August 1, 2023 - July 31, 2024

**Per Bank Statement**

FNBO	August 1, 2023	\$20,271.50
Plus Deposits		\$44,476.43
Less Expenditures		\$48,328.96
Statement Ending Balance	July 31, 2024	\$16,418.97
Less Outstanding Checks		\$148.13
		\$16,270.84

**Per Check Register**

Balance of August 1, 2023		\$20,271.50
Revenue Collected August 1, 2023 - July 31, 2024		
Pies 11/21/2023		\$458.00
Saylor's Spirit Wear 535.87 / KPS Foundation 495.14		\$1,031.01
McDonald's Fundraiser / Boxtops		\$1,524.61
Boxtops		\$75.30
Bingo		\$255.00
Puffins (Whye's Choice) Fundraiser		\$12,813.00
Pies		\$26,975.87
McDonald's Fundraiser		\$1,303.64
Cash Donation from Sue Keith		\$40.00
Total Deposits		\$44,476.43

Disbursements August 1, 2023 - July 31, 2024

Activity:

First Day Back to School	\$975.58
Card My Yard	\$997.24
Teacher Reimbursement	\$2,932.17
Gifts	\$1,164.98
Parent / Teacher Conference Meals	\$2,670.90
Bingo Night	\$1,058.87
Water Bar	\$76.86
Cocoa Bar	\$261.32
Pie Fundraiser	\$16,968.55
Yanney Christmas Lights	\$764.63
Book Vending Machine	\$6,350.00
Puffins Fundraiser	\$5,946.00
Junior Achievement	\$350.00
Teacher Snacks	\$431.85
UNK Scholarships	\$500.00
Bobcat Mascot Fans	\$64.18
Open House	\$600.12
Tie-Dye Event	\$802.58
PTO Meeting Stickers	\$208.88
Directory	\$212.20
Insurance	\$395.00
McDonald's Night	\$43.46
5th Grade Party	\$285.91
Administrative Professionals Day	\$280.02
Kindergarten Round Up	\$132.85
Teacher Appreciation Week	\$1,673.69
Lawn Care	\$104.36
Field Day	\$1,511.90
Loper Launch Reading Academy	\$400.00

Total Disbursement \$48,144.10

Ending Balance July 31, 2023 \$16,517.84

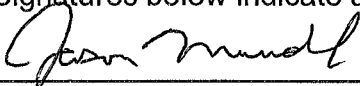
\*PTO register balance shows \$247 more than the FNBO Statement Balance. Note that there was a returned check for Pies for \$347 that was not accounted for in the Check Register.

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**Kearney Public Schools & Kearney Catholic High School**


This Memorandum of Understanding ("MOU") for a Swimming/Diving and Baseball co-op agreement between Kearney Public Schools and Kearney Catholic High School will become effective upon execution by both Parties. By this MOU, the Kearney Public Schools and Kearney Catholic High School agree to the following points.

- A signed NSAA cooperative agreement between Kearney Public Schools and Kearney Catholic High School for supporting High School baseball in Kearney, will be supported by Kearney Public Schools indefinitely. Kearney Catholic High School will provide Kearney Public Schools one (1) year in advance, their notice for termination of non-renewal of the NSAA Cooperative Agreement and this MOU.
- Kearney Public Schools will honor the Kearney Catholic High School Activities parent pass for admission into home swimming/diving and baseball events.
- Kearney Public Schools will be responsible for and assume responsibility for serving as the lead school as it relates to the NSAA cooperative agreements, hiring of officials, securing contracts for events, hiring of coaches, coordination and payment for transportation, purchasing uniforms and equipment.
- Both schools will have their student athletes abide by the language outlined in the NSAA Cooperative Sports Agreement under the narrative language associated with subsection 4H.
- Program and scoreboard advertising at Memorial Field will be facilitated by Kearney Public Schools. Proceeds for sponsorship and advertising will be received by Kearney Public Schools.
- Concessions will be operated and managed by Kearney Public Schools.
- (Baseball) With the financial commitment from New West coming to an end during the 2023-2024 baseball season, KHS and KCHS will split up the expenditures in the same manner in which they follow for swimming and diving. That process is as follows: Total expenditures of coaches salary, travel, equipment, uniforms, entry fees, activity workers and overnight accommodations minus a portion of the gate receipts. KPS will continue to be the lead school and will cover all administrative hours and depreciation costs of our transportation fleet.
  - An example of the formula used for swimming and diving is listed below and will be followed for the KHS/KCHS Baseball Coop.
    - Total Gate is \$3,358 divided by 41 total athletes = \$81.90 x KCHS Athletes (7) = \$573.30 (KHS will continue to accept KCHS Parent Passes)
    - Total Expenditures = \$50,000 to be divided by total KHS/KCHS athletes (41) would = \$1,219.51 x Total KCHS Athletes (7) = \$8,536.50 - \$573.30 in ratio gate receipts would = **\$7,963.20 to be paid to KPS by KCHS.**

Signatures below indicate acceptance of this MOU.

  
\_\_\_\_\_  
Mr. Jason Mundorf  
Kearney Public School Superintendent

8/20/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Matt Rogers  
Kearney Catholic High School President

8/21/2024  
\_\_\_\_\_  
Date

## Instruction

### High Ability Learners

Innovative programs and pilot programs or studies must have the approval of the Superintendent or appropriate Director.

Learners with high ability shall be identified in the academic areas of math, language, and reading. Identification of learners in grades 3-8 with high ability in the specified areas shall be based on the criteria listed below. Students meeting any one of the following criteria shall be identified as high ability learners.

- 97th percentile or above on the Spring Measures of Academic Process (MAP) Language assessment
- 97th percentile or above on the Spring (MAP) Mathematics assessment
- 97th percentile or above on the Spring (MAP) Reading assessment

A listing of students who meet the district criteria for learners of high ability and their area of high ability shall be made available to classroom teachers, by school district administration, within the first thirty (30) days of each school year.

Within the first thirty (30) days of each school year, the school district administration shall notify parents or guardians of identified high ability.

The administration shall implement the district wide plan for learners with high ability, as such plan is modified from time to time, in accordance with applicable laws and regulations.

Community RelationsAddressing the BoardPhilosophy

It is the wish of the board of education to provide for citizen input at board of education meetings. The board recognizes the need for openness to the suggestions and ideas of all concerned citizens.

The board also believes it is necessary to provide an orderly agenda so that meetings can be conducted in an atmosphere conducive to a well-thought out decision-making process.

Time for Public Input

A time will be provided at or near the beginning of the board of education's action agenda to recognize citizens who wish to address the board of education.

If the item is a new item that is not on the agenda, the board of education may refer the item to some future agenda for consideration.

If the item relates to an item on the agenda, the speaker may give such input on that item at the time provided for recognition of the public.

Items of Discussion

Only items on the written board agenda will be discussed by the board at any meeting. Additional items may be placed on the agenda at the request of the superintendent or a board member, provided such item is added to the agenda not less than 24 hours prior to the meeting.

To Speak to an Item on the Agenda

1. Stand during the public participation period (first action agenda item) and be recognized by the presiding officer.
2. State your name and address.
3. State the subject about which you wish to speak.
4. Your name will be placed under that subject on the agenda and you may speak immediately, or at the time the item comes up for discussion.

To Speak to an Item Not on the Agenda

5. Stand during the public participation period and be recognized by the presiding officer.
6. State your name and address.
7. No action will be taken by the board on items brought up during public participation period. If action is desired, the subject should be placed on the agenda of a future meeting.

Time Limit for Speakers

A time limit of five minutes per speaker will be allowed. Not more than a total of twenty minutes will be allowed for the presentation of any specific topic. These time limits may be changed by a majority of the board members voting to extend the time for a specific topic or speaker.

Conduct and Remarks Out of Order

Undue interruption or other interference with the orderly conduct of business cannot be allowed. Defamatory or abusive remarks are always out of order. A speaker's privilege of address may be terminated if he or she persists in improper conduct or remarks.

Charge, Complaints, or Challenges

At a public meeting of the board, no person shall orally initiate charges or complaints against individual employees of the district or challenge instructional materials used in the district. All such charges, complaints, or challenges shall be presented to the superintendent or board in writing, signed by the complainant. All such charges, if presented to the board directly, shall be referred to the superintendent for investigation and report.

Circulation of Materials

Any written or printed material to be circulated at a board meeting must be submitted to the superintendent at least 5 days prior to the regularly scheduled meeting. This material will be transmitted to the members of the board for their disposition.

Legal Reference: 84-1411  
84-1412

Public meetings; notice; place  
Public meetings; memorandum; abstracts;  
permitted

Policy adopted: 8/14/17

KEARNEY PUBLIC SCHOOLS  
KEARNEY, NEBRASKA

## Students

### Option Enrollment

#### A. Process to Option In

For a student to attend Kearney Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the Kearney Public School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period").

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district, or if the student attends a different district as an option student, the option district with the name of the applicant on or before April 1. When an application is submitted after March 15, under the approved waiver criteria (first time kindergarten student or a sibling in KPS), acceptance decisions will be returned within sixty days of submission.

The application deadline will not be waived by the School District for application to option into the Kearney Public Schools, except in the following circumstances:

1. Siblings: The application deadline will be waived where the application is for a student who is the sibling of a student attending Kearney Public Schools as of the time the application filed. A "sibling" for this purpose means a child who resides in the same household on a permanent basis with a student who is currently attending the School District and who has the same natural or adoptive parent or who is a stepbrother or stepsister.
2. Kindergarten: The application deadline will be waived where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
3. Release Approval: For the foregoing exceptions, the application must contain a release approval from the resident district or, if the student attends a different district as an option student, the student's current option district.
4. Other Conditions: The waiver of the deadline in the above circumstances does not require acceptance of the application, as such application may be rejected for reasons other than late filing.

#### B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

The Director of Special Education shall review on a case-by-case basis all option applications for students that would receive or could be eligible to receive special education or related services. If the Director or designee determines that the District does not have the capacity to provide the student with the appropriate services and accommodations, then the Director or designee shall send a denial notice to the parent(s) or guardian(s) and include a description of services and accommodations that the District does not have the capacity to provide.

2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on or before the March 15<sup>th</sup> immediately preceding the school year in which enrollment is sought, and the filing deadline has not been waived.

3. Previous Option Enrollment: An option enrollment application shall be rejected in the event the student has exhausted their option enrollments in other school districts, as determined by state law.
4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School Board determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including "previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings" and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.
  - a. **Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:
    - i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
    - ii. Would require the procurement of new equipment, technology, or furnishings;
    - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
    - iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
    - v. May pose a risk of adversely affecting the quality of educational services being provided

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those with a sibling in attendance at Kearney Public Schools, with priority within this group being given to those who had earliest filed applications, and (3) third to those without an option student sibling in attendance at Kearney Public Schools, with priority within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent's designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School Board will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix "1" to this Policy. The

determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared. The capacity for special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee.

#### E. Releases for Options Out

Provisions for Release -

A request for release of a resident student of or option student currently attending Kearney Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted only on the following conditions:

1. Kindergarten: A release will be granted where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
2. Siblings: A release will be granted where the application would allow the student to attend the same school as a sibling. A "sibling" for this purpose means a child who resides in the same household on a permanent basis with a student who is currently enrolled in the option district and who has the same natural or adoptive parent or who is a stepbrother or stepsister.
3. Educational Programming: A release will be granted where the needs of the student require the District to obtain additional staffing or equipment and it is in the best interest of the District and the student to enroll in the option district. The determination of whether this condition is met shall be made by the Superintendent or the Superintendent's designee.
4. No Pending Expulsion: The deadline shall not be waived if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

The Superintendent or the Superintendent's designee is hereby authorized to execute such releases on behalf of the School Board and the School District.

#### F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the Kearney Public School District, the Superintendent or the Superintendent's designee shall notify, in writing, the parent or legal guardian of the student and the resident school district or, if the student is an option student attending a different district, that option district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the Kearney Public School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

#### G. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or

transportation reimbursement will be provided only in the following circumstances:

1. The Kearney Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of the such transportation.
2. Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district. The District's policy is that the District selects which service (transportation or reimbursement) is to be provided to students.
3. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

H. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the Kearney Public Schools and its school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available on the Kearney Public Schools website.

Legal Reference:       Neb. Rev. Stat. Sections 79-232 to 79-246

Policy adopted: 8/14/17  
revised: 8/14/23  
revised: 7/8/24  
revised:

KEARNEY PUBLIC SCHOOLS  
KEARNEY, NEBRASKA

**BUFFALO COUNTY SCHOOL DISTRICT 0007  
(KEARNEY PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA**

**A RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO ONE OR MORE LEASE-PURCHASE AGREEMENTS WITH A BANK OR BANKS, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$12,000,000 TO PROVIDE FINANCING FOR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS AND EQUIPMENT IN AND FOR THE DISTRICT; PROVIDING FOR THE PLEDGE AND LEVY OF CERTAIN FUNDS FOR THE PAYMENT OF SUCH LEASE-PURCHASE AGREEMENTS; APPROVING CERTAIN TERMS OF SUCH LEASE-PURCHASE AGREEMENTS AND RELATED DOCUMENTS; DELEGATING AUTHORITY TO CERTAIN OFFICERS OF THE DISTRICT TO APPROVE FINAL TERMS RELATED TO THE LEASE-PURCHASE AGREEMENTS AND ALL NECESSARY DOCUMENTATION; AND RELATED MATTERS**

**BE IT RESOLVED BY THE BOARD OF EDUCATION OF BUFFALO COUNTY SCHOOL DISTRICT 0007, IN THE STATE OF NEBRASKA:**

Section 1. The Board of Education (the **“Board”**) of Buffalo County School District 0007, in the State of Nebraska (Kearney Public Schools) (the **“District”**) does hereby find and determine as follows:

(a) It is necessary for the District to acquire, construct, equip and install certain facilities and equipment for the District, which is expected to include a wrestling room, multi-purpose facility with field turf and ROTC indoor rifle range, and associated furnishings and equipment (the **“Facilities”**);

(b) The District has proposed to enter into one or more Lease-Purchase Agreements with one or more banks (each individually, the **“Bank”**) to be determined by an Authorized Officer (defined herein), with each lease-purchase agreement to be in substantially the form presented with this resolution (each individual lease-purchase agreement is referred to herein as the **“Lease Agreement”**; and collectively the multiple lease-purchase agreements are referred to herein as the **“Lease Agreements”**) among the District as Lessee, and each Bank as Lessor to finance the acquisition of the Facilities by the District.

Section 2. The Board hereby finds and determines that the District shall enter into each Lease Agreement for the purpose of acquiring, constructing and equipping the Facilities pursuant to Section 79-10,105, R.R.S. Neb., as amended, and thereby provide for the acquisition, construction, and equipping of the Facilities and financing of the Facilities and that the documents for such financing should be approved and their execution authorized.

Section 3. The District shall enter into each Lease Agreement, whereby the District will lease and acquire the Facilities from a Bank. Each Lease Agreement in the form presented herewith and finally approved by an Authorized Officer (as defined below) is hereby approved, together with such changes and modifications as the Authorized Officer executing the same deems necessary, desirable or appropriate. The District hereby pledges amounts in its current building fund for any rental payments due under each Lease Agreement, pursuant to the provisions of Section 79-10,105, R.R.S. Neb., as amended, and covenants and warrants that it shall levy such amount as may be necessary in each year, subject to the limitation of not to exceed fourteen cents on each one hundred dollars upon the taxable value of all

taxable property in the District which shall be in addition to any other taxes authorized to be levied for school purposes in Section 79-10,120, R.R.S. Neb., as amended, to make such rental payments when the same become due. The aggregate principal amount financed under the Lease Agreements shall not exceed \$12,000,000 and the term of each Lease Agreement shall not exceed seven years.

Section 4. The Board President, Secretary, and the Superintendent of the District, and any other officer of the District (each, an “**Authorized Officer**”) are each hereby authorized and directed to execute and deliver on behalf of the District each Lease Agreement, including necessary counterparts and other related documentation in substantially the form and content as presented herewith, or with such changes and modifications therein as to them seem necessary, desirable or appropriate for and on behalf of the District, and each Authorized Officer is further authorized and directed to execute and deliver all such documents or certificates and do all other things, necessary or appropriate to carry out each said Lease Agreement.

Section 5. The Board further states that it is the intention of the District that interest component of the rental payments payable under each Lease Agreement shall be excludable from gross income under the federal income tax by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended, and any Authorized Officer is hereby authorized to take all actions necessary and appropriate to carry out said intention and for obtaining such interest exclusion. Each Lease Agreement is hereby authorized to be designated by any Authorized Officer as the District’s “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code, and such officers are hereby authorized to make any representations and warranties in connection therewith. The District hereby covenants, as and to the fullest extent that it may lawfully do so, to take all actions necessary to preserve the tax-exempt status of the interest payable with respect to each Lease Agreement.

Section 6. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the District hereby (1) authorizes and directs all of the officers, employees, and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this resolution, and the issuance, sale, and delivery of each Lease Agreement including, without limitation and whenever appropriate, the execution and delivery thereof and of all other related documents, instruments, certifications, and opinions; and (2) delegates, authorizes, and directs each Authorized Officer the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form, and contents of each of the documents related to each Lease Agreement and other documents described above. The execution and delivery by any Authorized Officer shall indicate their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 7. If any one or more of the provisions of this resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this resolution or of each Lease Agreement and each Bank shall retain all the rights and benefits accorded to them under this resolution and under any applicable provisions of law. If any provisions of this resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable

or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 8. All documents, agreements, certificates, and instruments related to the Lease Agreements shall be valid, binding, and enforceable against the District when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Lease Agreements may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 9. This resolution shall take effect as provided by law.

APPROVED BY THE BOARD OF EDUCATION OF THE DISTRICT this \_\_\_ day of September, 2024.

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Board President

ATTEST:

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Board Secretary

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**LEASE-PURCHASE AGREEMENT, SERIES 2024**

**between**

\_\_\_\_\_,

**Lessor**

**and**

**BUFFALO COUNTY SCHOOL DISTRICT 0007  
(KEARNEY PUBLIC SCHOOLS),  
IN THE STATE OF NEBRASKA,**

**Lessee**

**Dated \_\_\_\_\_, 2024**

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This **LEASE-PURCHASE AGREEMENT, SERIES 2024** dated \_\_\_\_\_, 2024 (the “**Lease**”), is by and between \_\_\_\_\_, as lessor (the “**Lessor**”), whose address is \_\_\_\_\_, \_\_\_\_\_, Nebraska \_\_\_\_\_, and **BUFFALO COUNTY SCHOOL DISTRICT 0007 (KEARNEY PUBLIC SCHOOLS), IN THE STATE OF NEBRASKA**, as lessee (the “**Lessee**”) whose address is 320 W. 24<sup>th</sup> Street, Kearney, Nebraska 68845.

#### **RECITALS:**

1. The Lessee is authorized by the Act to acquire, construct, and equip educational facilities as are needed to carry out its governmental functions, and to finance the same by entering into lease-purchase agreements;

2. The Lessor has agreed to lease certain educational facilities described in **Exhibit A** hereto (the “**Facilities**”) to Lessee, pursuant to this Lease; and

3. The Lessee has determined that it is necessary and desirable for it to finance under this Lease the acquisition of such Facilities;

**NOW THEREFORE**, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

#### **ARTICLE I**

##### **DEFINITIONS AND EXHIBITS**

**Section 1.1. Definitions.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

“**Act**” means, collectively, Sections 79-10,105 and 79-10,120, Reissue Revised Statutes of Nebraska, as amended.

“**After Payment Termination Value**” means, with respect to the Project, as of the Payment Dates specified in the attached **Exhibit B**, the amount so designated and set forth opposite such date.

“**Closing Date**” means the date upon which the amount specified in **Section 2.3** is transferred to the Lessee to acquire the Facilities.

“**Facilities**” means the educational facilities described on **Exhibit A** hereto.

“**Fiscal Year**” means the twelve month fiscal period of Lessee which commences on September 1 in every year and ends on the following August 31.

“**Independent Counsel**” means an attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of the Lessor or the Lessee.

“**Interest**” means the portion of any Rental Payment designated as and comprising interest as shown in the attached **Exhibit B**.

“**Net Proceeds**” means any insurance proceeds or condemnation award, paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

**“Payment Date”** means the date upon which any Rental Payment is due and payable as provided in **Exhibit B**.

**“Permitted Encumbrances”** means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or which the Lessee may, pursuant to provisions of **Section 7.3** hereof, permit to remain unpaid, (b) this Lease, (c) the Lessor’s interest in the Project, and (d) any mechanic’s, laborer’s, materialmen’s, supplier’s or vendor’s lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which the Lessee may, pursuant to **Article VIII** hereof, permit to remain unpaid.

**“Principal”** means the portion of any Rental Payment designated as principal in the attached **Exhibit B**.

**“Project”** means the Facilities.

**“Rental Payment”** means the payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on **Exhibit B**.

**“State”** means the State of Nebraska.

**“State and Federal Law or Laws”** means the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

**“Term of this Lease”** or **“Lease Term”** means the period during which this Lease is in effect as specified in **Section 4.1**.

**Section 1.2. Exhibits.** The following Exhibits are attached to and by reference made a part of this Lease:

**Exhibit A:** A description of the Facilities subject to this Lease.

**Exhibit B:** A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which the Lessee may exercise its option to purchase the Lessor’s interest in the Project in accordance with **Article X**.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

**Section 2.1. Representations, Covenants and Warranties of the Lessee.** The Lessee represents, covenants and warrants as follows:

(a) The Lessee is a duly formed and validly existing political subdivision of the State, governed by the Constitution and laws of the State.

(b) The Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated thereby, and to perform all of its obligations thereunder.

(c) The officers of the Lessee executing this Lease have been duly authorized to execute and deliver such documents under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, the Lessee has and will comply with all public bidding and other State and Federal Laws applicable to this Lease and the construction and acquisition of the Facilities by the Lessee.

(e) The Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) The Lessee will use the Project during the Lease Term only to perform essential governmental functions.

(g) The Lessee will take no action that would cause the Interest portion of the Rental Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "**Code**"), and Treasury Regulations promulgated thereunder (the "**Regulations**"), and the Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.

**Section 2.2. Representations, Covenants and Warranties of the Lessor.** The Lessor represents, covenants and warrants as follows:

(a) The Lessor is a state chartered bank duly organized, existing and in good standing; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessor, or upon the Project except Permitted Encumbrances.

**Section 2.3. Deposit of Funds.** Upon execution of this Lease, the Lessor shall deposit the sum of \$ \_\_\_\_\_ with the Lessee to pay the costs of financing the construction and acquisition of the Facilities in accordance with this Lease and the federal tax certificate executed in connection with this Lease. In addition, costs of entering into this Lease are being paid on behalf of the District to Northland Securities, Inc., as placement agent in the amount of \$ \_\_\_\_\_, and Gilmore & Bell, P.C., as special tax counsel in the amount of \$ \_\_\_\_\_, as provided in the federal tax certificate executed in connection with this lease and the closing memorandum for the transaction.

## ARTICLE III

### LEASE OF PROJECT

**Section 3.1. Lease.** The Lessor hereby leases the Facilities to the Lessee, and the Lessee hereby leases the Facilities from the Lessor, upon the terms and conditions set forth in this Lease.

**Section 3.2. Possession and Enjoyment.** The Lessor hereby covenants to provide the Lessee during the Term of this Lease with the quiet use and enjoyment of the Project, and the Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from the Lessor, except as expressly set forth in this Lease. The Lessor will, at the request of the Lessee and at the Lessee's cost, join in any legal action in which the Lessee asserts its right to such possession and enjoyment to the extent the Lessor lawfully may do so.

**Section 3.3. Lessor Access to Project.** The Lessee agrees that the Lessor shall have the right at all reasonable times to examine and inspect the Project. The Lessee further agrees that the Lessor shall have such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by the Lessee to perform its obligations hereunder.

## ARTICLE IV

### TERM OF LEASE

**Section 4.1. Lease Term.** This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in **Section 4.2**.

**Section 4.2. Termination of Lease Term.** The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the exercise by the Lessee of its option to purchase the Lessor's interest in the Project pursuant to **Article X**;
- (b) a default by the Lessee and the Lessor's election to terminate this Lease pursuant to **Article XII**; or
- (c) the payment by the Lessee of all Rental Payments and other amounts authorized or required to be paid by the Lessee hereunder.

## ARTICLE V

### RENTAL PAYMENTS

**Section 5.1. Rental Payments.** The Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in **Exhibit B**. Rental Payments are subject to prepayment, in whole or in part on any business day, at par plus accrued interest to the date of prepayment. All Rental Payments shall be paid to the Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which the Lessor has assigned such Rental Payments as specified in **Article XI**, at such place as such assignee may from time to time designate by written notice to the Lessee. The Lessee shall pay the Rental Payments exclusively from

moneys legally available therefor, in lawful money of the United States of America, to the Lessor or, in the event of assignment of the right to receive Rental Payments by the Lessor, to its assignee. Interest shall accrue from the date of this Lease.

**Section 5.2. Interest Component.** A portion of each Rental Payment is paid as and represents the payment of Interest. **Exhibit B** sets forth the Interest component of each Rental Payment.

**Section 5.3 Rental Payments to be Unconditional.** The obligation of the Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between the Lessee and the Lessor or any other person, the Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall the Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. The Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances (including, without limitation, the occurrence of any environmental liability). However, nothing herein shall be construed to release the Lessor from the performance of its obligations hereunder; and if the Lessor should fail to perform any such obligation, the Lessee may institute such legal action against the Lessor as the Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

The Lessee hereby pledges amounts in its current building fund for any rental payments due under this Lease, pursuant to the provisions of Section 79-10,105, R.R.S. Neb., as amended, and covenants and warrants that it shall levy such amount as may be necessary in each year, subject to the limitation of not to exceed fourteen cents on each one hundred dollars upon the taxable value of all taxable property in the District which shall be in addition to any other taxes authorized to be levied for school purposes, as provided in Section 79-10,120, R.R.S. Neb., as amended, to make such rental payments when the same become due hereunder.

## ARTICLE VI

### INSURANCE AND NEGLIGENCE

**Section 6.1. Liability Insurance.** Upon receipt of possession of the Project, the Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Project or any part thereof, is covered by a blanket or other general liability insurance policy maintained by the Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

**Section 6.2. Property Insurance.** The Lessee shall have and assume the risk of loss with respect to the Project. The Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part of the Project damaged or destroyed and to pay the applicable After Payment Termination Value of the Project. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts and need not cover land and building foundations. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Project, or to the purchase of the Project, as provided in **Section 6.6**. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

**Section 6.3. Worker's Compensation Insurance.** If required by State law, the Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Project, and upon request, shall furnish to the Lessor certificates evidencing such coverage throughout the Term of this Lease.

**Section 6.4. Requirements For All Insurance.** All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by **Sections 6.1** and **6.2** shall name the Lessee and the Lessor as insured parties, and any insurance policy or rider required by **Section 6.3** shall name the Lessee as insured party. The Lessee shall deposit with the Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the Lessee shall furnish to the Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event the Lessee shall notify the Lessor of this fact.

**Section 6.5. Lessee's Negligence.** The Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Project and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others, which is proximately caused by the negligent conduct of the Lessee, its officers, employees and agents. The Lessee hereby assumes responsibility for and agrees to reimburse the Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against the Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of the Lessee, its officers, employees and agents, to the maximum extent permitted by law.

**Section 6.6. Damage to or Destruction of Project.** If all or any part of the Project is lost, stolen, destroyed or damaged beyond repair, the Lessee shall as soon as practicable after such event replace the same at the Lessee's sole cost and expense with property of equal or greater value to the Project immediately prior to the time of the loss occurrence, such replacement to be subject to the Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement. The Net Proceeds of all insurance payable with respect to the Project shall be available to the Lessee and shall be used to discharge the Lessee's obligation under this Section.

## ARTICLE VII

### OTHER OBLIGATIONS OF LESSEE

**Section 7.1. Use; Permits.** The Lessee shall exercise due care in the use, operation and maintenance of the Project, and shall not use, operate or maintain the Project improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. The Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Project. The Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Project, and if compliance with any such State and Federal Law requires changes or additions to be made to the Project, such changes or additions shall be made by Lessee at its expense.

**Section 7.2. Maintenance of Project by Lessee.** The Lessee shall, at its own expense, maintain, preserve and keep the Project in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Project in such condition. The Lessor shall have no responsibility for any of these repairs or replacements.

**Section 7.3. Taxes, Other Governmental Charges and Utility Charges.** Except as expressly limited by this Section, the Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Project, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against the Lessee or the Lessor. The Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. The Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by the Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of the Lessee under this Section.

The Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Lessor shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of the Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay such taxes, assessments, utility or other charges or provide the Lessor with full security against any loss which may result from nonpayment, in form satisfactory to the Lessor.

**Section 7.4. Advances.** If the Lessee shall fail to perform any of its obligations under this Article, the Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

## ARTICLE VIII

### TITLE

**Section 8.1. Title.** During the Term of this Lease, legal title to the Facilities and any and all repairs, replacements, substitutions and modifications thereto shall be in the Lessee. Upon the payment by the Lessee of all Rental Payments as indicated in **Exhibit B**, or the exercise by the Lessee of its option to purchase the Project pursuant to **Article X**, full and unencumbered legal title to the Project shall pass to the Lessee, and the Lessor shall have no further interest therein; and the Lessor shall execute and deliver to the Lessee such documents as the Lessee may request to evidence the passage of legal title to the Project to the Lessee and the termination of the Lessor's interest therein. Nothing herein shall require the Lessor to remove any lien, charge or encumbrance upon legal title to the Project not arising through the Lessor.

During the Term of this Lease, the Facilities shall remain separate personal property and not become fixtures or considered part of the real estate, even if attached or affixed thereto. Lessee hereby grants a nonexclusive easement to Lessor over the real property surrounding the Facilities when acquired and constructed, and an exclusive easement on the real portion of the real property where the footprint of the Facilities are located. Lessee shall not remove all or a substantial portion of the Facilities from such real property without the consent of Lessor.

**Section 8.2. Liens.** During the Term of this Lease, the Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of the Lessor and the Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in **Section 7.3** and this Article, the Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Lessee shall reimburse the Lessor for any expense incurred by the Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

**Section 8.3. Installation of Lessee's Equipment.** The Lessee may at any time and from time to time, in its sole discretion and at its own expense, install items of equipment in or upon the Project, which items shall be identified by tags or other symbols affixed thereto as property of the Lessee. All such items so identified shall remain the sole property of the Lessee, in which the Lessor shall have no interest, and may be modified or removed by the Lessee at any time provided that the Lessee shall repair and restore any and all damage to the Project resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent the Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Project.

**Section 8.4. Modification of Project.** The Lessee shall, at its own expense, have the right to make repairs to the Project, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Project and be subject to the provisions of this Lease. Such work shall not in any way damage the Project or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Project, upon completion of any such work, shall be of a value which is not less than the value of the Project immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by the Lessee. The Lessee will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any repair, addition, modification or improvement made by the Lessee pursuant to this Section; provided that if any such lien is established and the Lessee shall first notify the Lessor of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Lessor shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of the Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide the Lessor with full security against any such loss or forfeiture, in form satisfactory to the Lessor. The Lessor will cooperate fully with the Lessee in any such contest, upon the request and at the expense of the Lessee.

## ARTICLE IX

### WARRANTIES

**Section 9.1. Selection, Design and Construction of Improvements.** The Lessor shall have no responsibility in connection with the selection, design or construction of any improvements on the Facilities or their suitability for the use intended by the Lessee.

**Section 9.2. Maintenance of Project.** The Lessor shall have no obligation to test, inspect, service or maintain the Project under any circumstances, but such actions shall be the obligation of the Lessee.

**Section 9.3. Contractor's Warranties.** The Lessor hereby assigns to the Lessee for and during the Term of this Lease, all of its interest in all contractor's warranties and guarantees, if any, express or implied, issued on or applicable to any improvements or any portion thereof, and the Lessor hereby authorizes the Lessee to obtain the customary services furnished in connection with such warranties and guarantees at the Lessee's expense.

**Section 9.4. Disclaimer of Warranties.** THE FACILITIES AND ANY IMPROVEMENTS THEREON ARE DELIVERED AS IS, AND THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE IMPROVEMENTS, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE IMPROVEMENTS.

## ARTICLE X

### OPTION TO PURCHASE

**Section 10.1. When Available.** The Lessee shall have the option to purchase the Lessor's interest in the Project on the Payment Dates for the After Payment Termination Values as set forth in **Exhibit B**, but only if the Lessee is not in default under this Lease, and only in the manner provided in this Article.

**Section 10.2. Exercise of Option.** The Lessee shall give notice to the Lessor and Paying Agent of its intention to exercise its option not less than sixty (60) days prior to the Payment Date on which the option is to be exercised and shall deposit with the Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on such Payment Date) and the After Payment Termination Value. The closing shall be on the applicable Payment Date at the office of the Lessor.

**Section 10.3. Release of Lessor's Interest.** Upon exercise of the purchase option by the Lessee, the Lessor shall convey or release to the Lessee, all of its right, title and/or interest in and to the Project by delivering to the Lessee such documents as the Lessee deems necessary for this purpose.

## ARTICLE XI

### ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

**Section 11.1. Assignment by Lessor.** The Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Project may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Lessor, upon notice to but without consent of the Lessee. The Lessee shall pay all Rental Payments due hereunder to or at the direction of the Lessor or the assignee named in the most recent assignment, if any. During the Lease Term the Lessor, as agent of the Lessee, shall keep a complete and accurate record of all such assignments, if any.

**Section 11.2. Assignment and Subleasing by Lessee.** Neither this Lease nor the Lessee's interest in the Project may be assigned by the Lessee.

**Section 11.3. Restriction on Mortgage or Sale of Project by Lessee.** Except as provided in **Section 11.2**, the Lessee will not mortgage, sell, assign, transfer or convey the Project or any portion thereof during the Term of this Lease, without the written consent of the Lessor.

## ARTICLE XII

### EVENTS OF DEFAULT AND REMEDIES

**Section 12.1. Events of Default Defined.** The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by the Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of such failure for a period of ten (10) business days after telephonic or telegraphic notice given by the Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 12.1(a)**, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of the Lessee to carry on its governmental or proprietary function or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this **Section 12.1** and **Section 12.2** are subject to the following limitation: if by reason of force majeure the Lessee is unable in whole or in part to carry out its obligations under this Lease, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, the Lessee shall not be deemed in default during the continuance of such inability. The term “**force majeure**” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Lessee and not resulting from its negligence. The Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of the Lessee and the Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Lessee unfavorable to the Lessee.

**Section 12.2. Remedies on Default.** Whenever any event of default referred to in **Section 12.1** hereof shall have happened and be continuing with respect to the Project, the Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) The Lessor, with or without terminating this Lease, may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by the Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) The Lessor, with or without terminating this Lease, may repossess the Project by giving the Lessee written notice to surrender the Project to the Lessor, whereupon the Lessee shall do so in the manner provided in **Section 12.3**. If the Project or any portion of it has been destroyed or damaged beyond repair, the Lessee shall pay the applicable After Payment Termination Value of the Project, as set forth in **Exhibit B** (less credit for Net Proceeds), to the Lessor. Notwithstanding the fact that the Lessor has taken possession of the Project, the Lessee shall continue to be responsible for the Rental Payments. If this Lease has not been terminated, the Lessor shall return possession of the Project to the Lessee at the Lessee’s expense when the event of default is cured.

(c) If the Lessor terminates this Lease and takes possession of the Project, the Lessor shall thereafter use its best efforts to sell or lease its interest in the Project or any portion thereof in a commercially reasonable manner in accordance with applicable State laws. The Lessor shall apply the proceeds of such sale or lease to pay the following items in the following order: (1) all costs incurred in securing possession of the Project; (2) all expenses incurred in completing the sale or lease; (3) the applicable After Payment Termination Value of the Project; and (4) the balance of any Rental Payments owed by the Lessee. Any sale proceeds remaining after the requirements of clauses (1), (2), (3) and (4) have been shall be the property of Lessee.

(d) If the proceeds of sale or lease of the Project are not sufficient to pay the balance of any Rental Payments owed by the Lessee, the Lessor may take any other remedy available at law or in equity to require the Lessee to perform any of its obligations hereunder.

**Section 12.3. Surrender of Project; Transfer of Title.** Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with **Exhibit B**, the Lessee shall surrender the Project to the Lessor in the condition, repair, appearance and working order required in

**Section 7.2** and immediately transfer to Lessor all of Lessee's right title and interest in and to the Project without further demand by Lessor. If the Lessee refuses to surrender the Project and transfer title in the manner designated, the Lessor may repossess the Project and charge to the Lessee the costs of such repossession, pursue action to cause such transfer to occur, or pursue any remedy described in **Section 12.2**.

**Section 12.4. No Remedy Exclusive.** No remedy conferred upon or reserved to the Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by the Lessor or its assignee.

## ARTICLE XIII

### ADMINISTRATIVE PROVISIONS

**Section 13.1. Notices.** All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

**Section 13.2. Financial Information.** During the Term of this Lease, the Lessee annually will provide Lessor with current financial statements, budgets, and such other financial information as may be requested by the Lessor or its assignee.

**Section 13.3. Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

**Section 13.4. Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.5. Amendments, Changes and Modifications.** This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by the Lessor and the Lessee.

**Section 13.6. Captions.** The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

**Section 13.7. Further Assurances and Corrective Instruments.** The Lessor and the Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

**Section 13.8. Execution in Counterparts; Electronic Transactions.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall

constitute but one and the same instrument. The transactions described herein may be conducted and this Lease and related documents may be executed, sent, received and stored by electronic means.

**Section 13.9. Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and the Lessee has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

\_\_\_\_\_, Lessor

By: \_\_\_\_\_  
Authorized Officer

**BUFFALO COUNTY SCHOOL DISTRICT 0007  
(KEARNEY PUBLIC SCHOOLS),  
IN THE STATE OF NEBRASKA, Lessee**

By: \_\_\_\_\_  
President, Board of Education

**EXHIBIT A**  
**FACILITIES**

The Facilities include the following:

Certain facilities and equipment for the District, which includes a wrestling room, multi-purpose facility with field turf and ROTC indoor rifle range, and associated furnishings and equipment to be located \_\_\_\_\_.

**EXHIBIT B**

**SCHEDULE OF RENTAL PAYMENTS**

The Lessee shall pay to the Lessor (a) principal installments of Lease-Purchase Payments on the dates and in the installment amounts set forth below, plus (b) an interest component, payable June 15, 2025, and thereafter on December 15 and June 15 of each year, through and including December 15, 2031, as set forth below, on the principal amount of \$12,000,000, as such amount is reduced by the payment of principal installments from time to time at a rate of 4.900% per annum.

<u>Payment Date</u>	<u>Total Rental Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>After Payment Termination Value</u>
June 15, 2025	\$294,000.00	\$ -	\$294,000.00	\$12,000,000.00
December 15, 2025	1,774,000.00	1,480,000.00	294,000.00	10,520,000.00
June 15, 2026	257,740.00	-	257,740.00	10,520,000.00
December 15, 2026	1,807,740.00	1,550,000.00	257,740.00	8,970,000.00
June 15, 2027	219,765.00		219,765.00	8,970,000.00
December 15, 2027	1,844,765.00	1,625,000.00	219,765.00	7,345,000.00
June 15, 2028	179,952.50		179,952.50	7,345,000.00
December 15, 2028	1,884,952.50	1,705,000.00	179,952.50	5,640,000.00
June 15, 2029	138,180.00		138,180.00	5,640,000.00
December 15, 2029	1,928,180.00	1,790,000.00	138,180.00	3,850,000.00
June 15, 2030	94,325.00		94,325.00	3,850,000.00
December 15, 2030	1,974,325.00	1,880,000.00	94,325.00	1,970,000.00
June 15, 2031	48,265.00		48,265.00	1,970,000.00
December 15, 2031	2,018,265.00	1,970,000.00	48,265.00	0.00

Preliminary Information – Subject to Change

**Projection Sheet**

**Buffalo County SD 0007 (Kearney Public Schools)  
Series 2024 Lease Purchase**



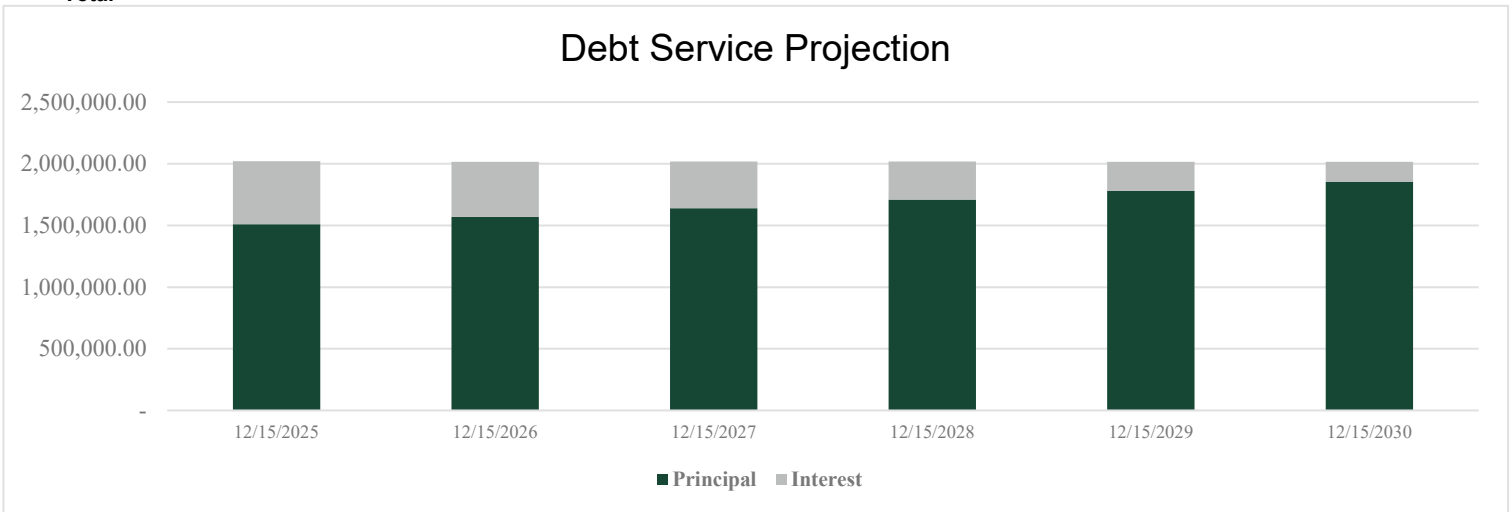
Summary	
Dated Date	12/15/2024
Average Coupon	4.25%
True Interest Cost (TIC)	4.25%
All Inclusive Cost (AIC)	4.52%
Taxable Valuation (2024-25)	\$ 5,058,072,189

Sources and Uses

Sources of Funds	
Par Amount of Bonds	\$12,000,000.00
<b>Total Sources</b>	<b>\$12,000,000.00</b>
Uses of Funds	
Deposit to Project Fund	\$11,880,000.00
Cost of Issuance	\$120,000.00
<b>Total Uses</b>	<b>\$12,000,000.00</b>

Debt Service Projection (Preliminary, as of 9/5/2024)

Maturity Date	Interest Rate	Principal	Interest	Total P&I	Tax Levy Impact
12/15/2025	4.250%	1,510,000.00	510,000.00	2,020,000.00	0.0399362x
12/15/2026	4.250%	1,570,000.00	445,825.00	2,015,825.00	0.0398536x
12/15/2027	4.250%	1,640,000.00	379,100.00	2,019,100.00	0.0399184x
12/15/2028	4.250%	1,710,000.00	309,400.00	2,019,400.00	0.0399243x
12/15/2029	4.250%	1,780,000.00	236,725.00	2,016,725.00	0.0398714x
12/15/2030	4.250%	1,855,000.00	161,075.00	2,016,075.00	0.0398586x
12/15/2031	4.250%	1,935,000.00	82,237.50	2,017,237.50	0.0398815x
<b>Total</b>		<b>\$12,000,000.00</b>	<b>\$2,124,362.50</b>	<b>\$14,124,362.50</b>	



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Source: Preliminary Numbers Date: 09/05/2024

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## Kearney Public Schools

Lease Purchase

Series 2024

### Preliminary Financing Schedule\*

September 2024							October 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

November 2024							December 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

Participants	
KPS:	Kearney Public Schools
MA:	Municipal Advisor (Northland Securities, Inc.)
BC:	Bond Counsel (Gilmore and Bell)
PA:	Paying Agent and Registrar (BOKF)
ARCH:	Wilkins ADP
BANK:	TBD

Date:	Item(s):	By:
July 23, 2024	• Facility planning meeting	• ARCH, MA, KPS
August 2024	• Ongoing discussion on project scope/cost estimates	• ARCH, KPS
August 2024	• Ongoing discussion on 2024-2025 budget for project • BOE approves moving forward	• MA, KPS
September 2024	• Confirm final lease purchase amount • BOE approves parameter resolution (9.9.24)	• ARCH, MA, KPS
September 2024	• DRAFT Request For Lender Document	• MA, KPS
Oct/Nov 2024	• RFL sent to local banking institutions	• MA, KPS
Oct/Nov 2024	• Bank(s) are selected for placement of LP • LP rate is locked	• MA, KPS, BANK
Nov/Dec 2024	• Closing documents circulated for review	• MA • BANK
Nov/Dec 2024	• Closing documents signed and returned to bond counsel • Closing memorandum finalized	• BC, MA, KPS, BANK
December 2024	• Closing (funds delivered) • Investment of proceeds	• MA, BC, KPS, BANK

### Naming Facilities

The board shall have the authority to name all school district facilities or property.

### Naming Criteria

The district may name facilities or property for an individual, family, or entity meeting at least one of the following criteria:

1. A faculty member, staff member, board member, alumni, volunteer, or other community member who has made an outstanding contribution to education, humanity, or community; or have displayed outstanding leadership; or be a person of historical significance; or
2. Financial donors who make a significant financial contribution to the school generally or to a specific school activity or program; or
3. Financial donors who make a significant financial contribution toward the construction of a new facility/property or facility/property renovation.

The district will not grant a naming right without the informed consent of the named party or their representative. The board shall enter into a written agreement with the named party or their representative. Provisions of the agreement will be guided by this policy. However, the board retains the authority to negotiate the agreement to be mutually beneficial to the named party and the district.

### Due Diligence

The board or its designee shall conduct a due diligence review of any proposed facility or property name to consider whether it is and will continue to be a positive and appropriate reflection on the school, whether the name conforms with the purpose and mission of the school, and whether there are any conflict of interest issues. The board or its designee shall also consult with district legal counsel to ensure that any proposed name complies with applicable policies, laws, and regulations and to determine if any proposed name would have an adverse impact on existing or future tax-exempt bond issues.

### Renaming Facilities

Facilities that currently exist and are named after an individual generally will not be rededicated or renamed unless the facility is relocated to a new site or a different purpose is designed for an existing facility. Other compelling reasons to rename facilities include, but are not limited to, the person or entity or any of its officers, agents, or employees committing any act or doing anything which might tend to bring the person or entity or any of its officers, agents, or employees into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on the district or if the continued use of the name is contrary to the educational mission of the district.

The named party may, without refund of any consideration paid or provided, terminate acceptance of the naming rights prior to the scheduled termination date. If the request is granted, the party shall be solely responsible for all costs of removal of the name.