

Regular Board of Education Meeting
Monday, October 9, 2023 8:00 PM

Boone Central High School Art Room
605 South 6th St.
Albion, NE 68620

Agenda

1. Open the Meeting, Recognition of Open Meetings Law and Publication of Meeting
2. Roll Call
3. Agenda and Minutes
4. Welcome Guests
5. Bill Roster and Financial Reports
6. Reports
 - 6.1. Devon Gronenthal - Technology Device Update
 - 6.2. Boone Central Recognitions
 - 6.3. Continuous School Improvement
 - 6.4. Board Reports
 - 6.5. Superintendent Report
 - 6.6. Principal & AD Reports
7. Discussion of Action Agenda Items
8. Public Comment
9. Action Items
 - 9.1. Olnes property purchase
 - 9.2. Extra-curricular policy 5069
 - 9.3. 2024-2025 Option Enrollment numbers
 - 9.4. Technology Purchase
 - 9.5. Purchase of 2023 Pro Master Van
 - 9.6. New AEF Board member Gay Sandman
10. Next Meeting Date
11. Questions by the Media
12. Adjournment

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is entered into effective this 9th day of October, 2023, by and between the **Rick Olnes**, (the "Seller"), and **Boone County School District 06-0001**, commonly known as **Boone Central Schools** (the "Buyer").

RECITALS

A. Seller owns certain Real Property located at 620 S. 6th Street, Albion, NE 68620 Boone County, Nebraska, legally described as follows:

ALBION S 42 1/2' OF LOT 2, ALL LOT 3 BLOCK 10 C DE ROBERTS ADDITION L2-S
42.5' X 132', L3-48.5 X 132

B. Seller desires to sell the Real Property to Buyer, and Buyer desires to purchase and acquire the Real Property from Seller, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, conditions and agreements set forth herein, Buyer and Seller agree as follows:

ARTICLE 1. PURCHASE AND SALE OF PROPERTY

1.1. Agreement to Purchase and Sell. Upon the terms and subject to the conditions set forth in this Agreement, and in reliance upon the representations and warranties made herein by each party to the other, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Real Property and all rights and appurtenances relating thereto (collectively the "Property") at Closing.

1.2. Closing. The Closing of the purchase and sale of the Property will be held at such time, date, and place as Seller and Buyer may mutually agree on or around November 10th, 2023.

1.3. Purchase Price. In consideration of Seller's agreement to convey the Property, and subject to the terms and conditions of this Agreement, Buyer agrees to pay Seller \$85,000 (the "Purchase Price").

1.3.1. Earnest Money. Upon execution of this Agreement, Buyer shall deliver a check for \$1,000 of the Purchase Price to Boone County Title and Escrow, LLC. The earnest money deposit shall be held in escrow and credited toward payment of the Purchase Price at Closing.

1.3.2. Balance. The balance of the Purchase Price shall be paid at Closing.

1.4. Title Insurance Commitment; Delivery of Deed; Title Insurance Policy.

1.4.1. **Title Insurance Commitment.** Within ten (10) days of executing this Agreement, Seller shall order a current title insurance commitment (the "Commitment") evidencing marketable title to the Property vested in Seller, free and clear of all liens and encumbrances, except easements and restrictions of record which will not interfere with Buyer's use of the Property. Should a valid title defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the date of delivery of Buyer's attorney's opinion describing the defect. If the title defect is not cured within said 30-day period, then Buyer shall have the option to (i) rescind this Agreement; or (ii) extend the Closing for a reasonable period of time to permit Seller to cure such defect.

1.4.2. **Delivery of Deed and Possession.** At Closing, Seller shall deliver to Buyer a properly executed and acknowledged general warranty deed, conveying marketable fee simple title to Buyer, free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to acceptable easements, restrictions and covenants of record. Seller shall deliver possession of the Property to Buyer at Closing.

1.4.3. **Title Insurance Policy.** Buyer shall be responsible to obtain title insurance insuring Buyer's interest in the Property in an amount equal to the Purchase Price subject only to (i) liens of current local property taxes, not yet due and payable; and (ii) such covenants, conditions, and restrictions of record, public utility easements, and zoning ordinances which will not adversely affect the value of the Property for Buyer's intended use (hereinafter collectively referred to as "Title Insurance"). The premium for the Title Insurance shall be paid entirely by Buyer.

1.5 Costs. Buyer shall pay: (a) any fee which becomes payable upon recordation of the deed conveying title to the Real Property from Seller to Buyer. Seller shall pay applicable Nebraska Documentary Stamp Taxes, if any, which become payable upon recordation of the personal representative's deed. Fees and costs for title insurance and policies, and other closing costs and fees shall be paid by the Buyer.

1.6 Taxes. Seller shall be responsible for real estate taxes on the Property for all years prior to the year in which the Closing occurs. Real estate taxes for the calendar year in which the Closing occurs shall be prorated to the Closing Date. The real estate taxes shall be prorated on the basis of the most current assessment for the Property and based upon the most current tax levy as set by the Board of Equalization of Boone County.

**ARTICLE 2.
WARRANTIES**

2.1. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1. Authority Relative to Agreement. This Agreement has been executed by the Seller and constitutes the legal, valid, and binding obligation of Seller, and is enforceable against Seller in accordance with its terms.

2.1.2. No Brokers. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

2.2. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

2.2.1. Authority Relative to Agreement. Buyer is a political subdivision and body corporate duly organized and in good standing under the laws of the State of Nebraska and has all requisite authority and power to execute, deliver and perform this Agreement. All necessary actions required in order to authorize the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby will be duly and validly taken by Buyer. This Agreement has been executed by an authorized representative of Buyer and constitutes the legal, valid and binding obligation of Buyer and is enforceable against Seller in accordance with its terms.

2.2.2. No Brokers. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee,

brokerage or agent's commission or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE 3. OTHER AGREEMENTS

3.1. Inspection and Testing. At any time after the execution of this Agreement by all parties and prior to Closing, Buyer and its employees and agents shall have the right to enter upon the Property and perform such tests and inspections as it deems necessary to determine suitability of the Property for its intended use. Buyer shall restore the Property if (a) such tests alter the grade, compaction or vegetation and (b) this Agreement fails to close for any reason. Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against: (i) any and all claims, actions, damages or expenses (including attorney's fees) arising from Buyer's tests, and/or inspections conducted on the Property (including personal injury, death and property damage); and (ii) any mechanic's liens filed against the Property resulting from the Buyer's tests or inspections. The terms and conditions of this Section shall survive the Closing and/or termination of this Agreement. The costs of these inspections will be paid by the Buyer.

3.1.1. Buyer will notify Seller in writing within 7 days of the completion of any test or inspection (1) of any physical deficiencies that Buyer is requesting Seller correct ("Deficiency Notice"), or (2) if the Buyer rejects the Property or personal property due to its unsatisfactory condition ("Rejection").

3.1.2. If the Buyer does not provide the Seller with either of the notices indicated in paragraph 3.1.1 within 7 days of the completion of the test or inspection, the Property and personal property will be deemed acceptable to the Buyer.

3.1.3. This Agreement will be null and void if the Buyer provides the Seller with a Rejection.

3.1.4. Seller shall have 5 days to respond to Buyer in writing to a Deficiency Notice. Seller's failure to so respond shall give the Buyer the option to terminate this Agreement.

3.1.5. By accepting the Property or personal property, Buyer does not waive, release, or relinquish any claims he might have against anyone for misrepresentation, concealment, fraud, or any other cause of action.

3.2. Other Costs. Except as otherwise expressly provided herein, Buyer and Seller shall pay their own respective attorney fees and other costs

and expenses incurred in connection with the preparation, execution, and performance of this Agreement.

ARTICLE 4. CONDITIONS OF CLOSING

4.1. Buyer's Conditions of Closing. Buyer's obligation to close on the purchase of the Property is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:

4.1.1 Warranty Deed. Buyer shall receive from Seller an executed and acknowledged warranty deed to the Property, in the form attached hereto as Exhibit "A," in accordance with Section 1.5 of this Agreement.

4.1.2 Accuracy of Warranties. All representations and warranties of Seller contained in this Agreement shall be true and correct at and as of Closing and Seller shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

4.2. Seller's Conditions of Closing. Seller's obligation to perform hereunder is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:

4.2.1. Payments. At Closing, Buyer shall deliver to Seller the Purchase Price in accordance with Section 1.4 of this Agreement.

4.2.2. Accuracy of Warranties. All the representations and warranties of Buyer contained in this Agreement shall be true and correct at and as of Closing and Buyer shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

ARTICLE 5. MISCELLANEOUS

5.1. Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, agents and permitted assigns except as provided otherwise in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors, agents and permitted assigns

any right, remedy, obligation or liability under or by reason of this Agreement.

5.2. Counterparts. This Agreement may be executed, acknowledged, delivered and transmitted in counterparts, by facsimile process or otherwise, each of which when so executed, acknowledged, delivered or transmitted shall be deemed an original, but all of such counterparts shall constitute one and the same instrument.

5.3. Delivery of Documents. This Agreement properly executed and any document or notice required or permitted to be delivered hereunder shall be in writing and shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: Rick Olnes
 620 S. 6th Street
 Albion, NE 68620

If to Buyer: Boone Central School District
 Attn: Superintendent
 605 S. 6th Street
 Albion, NE 68620

5.4. Entire Agreement. This Agreement, together with the exhibits attached hereto and all other documents to be delivered pursuant hereto, constitute the complete and exclusive written expression of the terms and conditions of the agreement among the parties and supersedes all prior or contemporaneous proposals, agreements, understandings, negotiations and discussions, oral or written, between the parties pertaining to the subject matter hereof. This Agreement may not in any way be explained, supplemented, or modified by: (a) any prior or existing course of dealing; (b) any prior performance of the parties; or (c) any other method, unless amended in a writing signed by duly authorized representatives of Buyer and Seller.

5.5. Execution of Additional Documents. The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Property, and to protect the right, title and interest in and enjoyment of the Property assigned, transferred and conveyed to Buyer pursuant to this

Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.

5.6. Assignment. Buyer shall not assign any right or delegate any obligation arising hereunder without the prior written consent of Seller.

5.7. Governing Law. This Agreement shall be enforced in accordance with and governed by the laws of the State of Nebraska.

5.8. Severability. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

5.9. Waiver. By written notice to the other, either party hereto may: (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracy in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any condition or covenant of the other contained in this Agreement; or (d) waive performance of any obligation of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any party hereto of a breach of any provision hereunder (i) shall not be effective unless in writing and signed by an authorized representative of the waiving party, and (ii) shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

5.10. Incorporation of Exhibits. All exhibits attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

ACCEPTANCE

SELLER:

Rick Olnes

BUYER:

President of the Board of Education
Boone Central School District

Superintendent
Boone Central School District

5069
Student Association Activities

The Boone Central School District is a member of the Nebraska School Activities Association, which is a voluntary organization of public and parochial schools of Nebraska organized for the purpose of promoting and regulating the competition between schools in what is generally known as the extracurricular activities. All students participating in extracurricular activities shall follow the rules provided by the Nebraska School Activities Association and rules of Boone Central Schools. Eligibility criteria for part-time students is governed by Policy 5003, NSAA bylaws, and state law. Students who represent Boone Central Schools in any of its unified or extracurricular activities shall practice a high level of citizenship both in school and in community living. Participation in athletics at the 6-12th grade levels will be restricted to a students' biological sex, at birth, as stated on the student's original birth certificate or subsequent court order. With that being said, any student (regardless of their birth sex) may participate in any extracurricular activity (including after-school clubs) that allows both boys and girls to participate.

Adopted on: October 9th, 2023
Revised on: September 27th, 2023
Reviewed on: September 27th, 2023

**RESOLUTION ON SCHOOL DISTRICT STANDARDS FOR ACCEPTANCE
OR REJECTION OF OPTION ENROLLMENT APPLICATIONS**

WHEREAS, Boone Central Public Schools is committed to providing an education of high quality to its students in an economically efficient manner; and

WHEREAS, the school district’s faculty, facilities, and equipment can serve only a limited number of students effectively; and

WHEREAS, the Boone Central Board of Education, in consultation with the administration, has reviewed the school district’s faculty, facilities, equipment, interdisciplinary efforts and interrelationships of grades, subjects, and faculty; and has determined the maximum number of students it can serve effectively at any given grade level and in total;

NOW, THEREFORE BE IT RESOLVED that the board adopts the following standards for acceptance or rejection of option enrollment applications:

Numeric Capacity. The capacity in the following grade levels, programs, classes, and/or school buildings is as follows:

PROGRAM	PROGRAM CAPACITY
Kindergarten	44
First	44
Second	44
Third	44
Fourth	44
Building Capacity, Elementary Attendance Center	220
Fifth	55
Sixth	55
Seventh	55
Eighth	55
Building Capacity, Middle School Attendance Center	220
Ninth	58

Tenth	58
Eleventh	58
Twelfth	58
Building Capacity, Sr. High School Attendance Center	232

Other Standards. The school district shall not accept an option student when acceptance of the student:

- (a) 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;
- (b) Would require the procurement of new equipment, technology, or furnishings;
- (c) Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- (d) Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- (e) May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

After the above resolution was read, board member _____ moved for passage of the motion. Board member _____ seconded the motion. After discussion, and on roll call vote, the following members voted in favor of the motion: _____.

The following members voted against the motion:

_____.

The following members did not vote:

_____.

Having been consented to by a majority of the voting members, the board president declared the motion to have been passed and adopted.

Dated this ____ day of _____, 2023.

President, Board of Education

Apple Inc. Education Price Quote

Customer:	Devon Gronenthal BOONE CENTRAL SCHOOLS email: dgronenthal@boonecentral.esu7.org	Apple Inc:	Matt Hawn 6900 W. Parmer Lane Austin, TX 78729 email: mhawn@apple.com
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Apple Quote: 2212305766

Quote Date: Thursday, September 21, 2023

Quote Valid Until: Saturday, October 21, 2023

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

No fee for standard shipping.
Matt's correct phone numbers:
1) Office: 512-810-7796
2) iPhone: 812-989-2270

The AppleCare extended coverage plan is not included on the current proposal. Apple highly recommends AppleCare solutions to its customers in order to provide the highest level of institutional support.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	10.2-inch iPad Wi-Fi 64GB – Silver (Packaged in a 10-pack) Part Number: MK403LL/A	30	\$294.00	\$8,820.00
2	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 8GB, 256GB – Space Gray (Packaged in a 5-pack) Part Number: MQTX3LL/A	20	\$879.00	\$17,580.00
3	Apple TV 4K Wi-Fi with 64GB storage Part Number: MN873LL/A	12	\$129.00	\$1,548.00
4	Apple TV 4K Wi-Fi + Ethernet with 128GB storage Part Number: MN893LL/A	5	\$149.00	\$745.00
Edu List Price Total				\$28,693.00
– Additional Tax				\$0.00
– Estimated Tax				\$0.00

Extended Total Price* **\$28,693.00**

*In most cases Extended Total Price does not include Sales Tax

*If applicable, eWaste/Recycling Fees are included.
Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2212305766. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Saturday, October 21, 2023 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID:
<https://ecommerce.apple.com>
Fax:

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GATEWAY MOTORS CHRYSLER DODGE JEEP RAM

123A EAST SOUTH E ST - Broken Bow, NE 68822

Phone: 308-872-6881

Purchase Date: 10/03/23
Salesperson: Travis Holder

Retail Disclosure

Phone: 308-872-6881

Buyer:

Boone Central Schools
605 South 6th Street
Albion, NE 68620

Co-Buyer:

Purchased Vehicle

Stock #	Vehicle	Color	Miles	VIN
4507	2023 RAM PROMASTER	WHITE	20	3C6LRVPG4PE558848

Trade Vehicles

Stock #	Vehicle	Miles	VIN	Allowance	Payoff
4507A	2017 Ford Expedition EL	65,500	1FMJK1JT2HEA66069	\$ 18,000.00	\$ 0.00
4507B	2016 Dodge Grand Caravan	126,000	2C4RDGCG0GR309867	\$ 6,750.00	\$ 0.00

Itemization of Amounts Financed

Selling Price	Selling Price	\$75,000.00
Fees	Documentation	\$150.00
	Total Cash Price	\$75,150.00

Monies Received

Trades	Total Trade Allowance	\$24,750.00
	Total Trade Payoff	\$0.00
	Total Trade Net	\$24,750.00
Down Payment	Cash Deposit	\$0.00
	Cash Down Payment	\$0.00
	Deferred Cash	\$0.00
	Total Credits	\$24,750.00
	Total Cash Price	\$75,150.00
	Total Credits (-)	\$24,750.00
	Balance Due	\$50,400.00

Financing Terms

-1 Monthly Payments of	\$0.00
With 1 Final Payment of	\$50,400.00
Total Of Payments	\$50,400.00
Amount Financed	\$50,400.00
Finance Charge	\$0.00
APR	0.00%
Effective APR	0.00%
Term	0 Months
Bank Fee (Incept)	\$0.00
VSI Single Int. Prem (Incept)	\$0.00

Signature: _____

