



**HASTINGS
PUBLIC SCHOOLS**

Assuring the essential.
Expanding the possible.

Regular Board Meeting

Monday, July 15, 2024 @ 6:30 PM Central

Board Room at HPS District Offices, 1515 W 8th St, Hastings, NE 68901

1. CALL TO ORDER - Becky Sullivan -

2. Roll Call -

3. Pledge Allegiance to the Flag -

4. ANNOUNCEMENT - Becky Sullivan -

5. RECURRENT - Becky Sullivan -

5.1. Minutes of Previous Meeting(s) -

5.2. Payment of Expenditures -

6. RECEIVE CORRESPONDENCE - Becky Sullivan -

7. Notice of Settlement of Claim - Jeff Schneider -

8. FIRST OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan -

9. SPECIAL BOARD FUNCTIONS - Becky Sullivan -

9.1. Approve 2nd Reading of revised Policy 502.11 Student Promotion - Jeff Schneider -

9.2. Approve 2nd Reading of new Policy 611.01 Classroom Environment - Jeff Schneider -

9.3. Approve 2nd Reading of new Policy 1005.082 Firearm Policy - Jeff Schneider -

9.4. Approve revised Policy 409.01 Certificated Employee Professional Growth - Jeff Schneider -

9.5. Require the Superintendent to install "In God We Trust" signage in designated locations in each school building - Jeff Schneider -

9.6. CONSENT AGENDA - Dr. Thomas Szlanda -

10. SECOND OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan -

11. DATES OF FUTURE BOARD MEETINGS - Becky Sullivan -

12. MEDIA SPOKESPERSON - Becky Sullivan -

13. ADJOURNMENT - Becky Sullivan -

***Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

****Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

*****Action Item:** The board reserves the right to take action on an item listed on the board agenda.



Hastings Public Schools Work Session Minutes

June 13, 2024 6:00 PM

Board Room at HPS District Offices, 1515 W 8th St, Hastings, NE 68901

The meeting was advertised in the Hastings Tribune on Wednesday, June 5, 2024

Jim Boeve:	Present
Sharon Brooks:	Present
Brent Gollner:	Present
Jodi Graves:	Present
Andrew McCarty:	Present
Laura Schneider:	Present
Christopher Shade:	Absent
Becky Sullivan:	Present
Stacie Widhelm:	Present

1. Roll Call

President Sullivan called the meeting to order.

Board member Chris Shade was excused from the meeting.

Others in attendance: Jeff Schneider, Superintendent; Denise Behrends, Administrative Assistant to the Superintendent; Trent Kelly, Director of Technology and Operations; Dr. Tom Szlanda, Director of HR and Operations; Adam Boettcher, Middle School Assistant Principal; Andy Jones, Hastings Public Access TV; Andy Raun, Hastings Tribune; Terry Julian, Instructional Facilitator; Shelly Julian, Business Manager; John Hauser, Hawthorne Principal; Lawrence Tunks, Director of Learning

2. Announcement - Becky Sullivan

President Sullivan reminded those in attendance of the Open Meetings Act.

3. Welcome to HEA reps and guests - Becky Sullivan

President Sullivan welcomed HEA representatives and guests. She asked those in attendance to introduce themselves.

4. Review Board Norms/Goal - Becky Sullivan

There were no Board member comments.

5. Board Report - Becky Sullivan

There were no Board member comments.

6. Student Fee policy hearing - Dr. Tom Szlanda

Dr. Tom Szlanda, Director of HR and Operations, provided information on the Student Fee Policy hearing for the 2024-2025 school year. Dr. Szlanda shared the revised student fees document for the 2024-2025 school year. He noted the fee changes were discussed at a prior meeting and the document has now been updated to match. Dr. Szlanda will recommend approval of student fees for 2024-2025, as presented.

7. Approve revised Senior High Attendance Policy - Jeff Schneider & Jeff Linden

Superintendent Schneider reviewed the revised Senior High Attendance Policy. This policy will be part of the student handbook. Mr. Schneider will recommend approval of the new attendance policy as presented.

Board members held a discussion about the attendance policy.

8. Annual review of Anti-Bullying policy 504.181 - Lawrence Tunks

Lawrence Tunks shared the anti-bullying policy 504.181 for review. He emphasized the goal of the District to create a safe, secure learning environment. No changes are being recommended to the policy at this time. There will be no action taken on this item.

9. Approve 2024-25 YMCA facility usage agreement - Dr. Tom Szlanda

Dr. Szlanda reviewed the facility usage agreement with the YMCA. The cost remains the same as last year. He will recommend approving the facility usage agreement for the 2024-25 school year.

Board members held a discussion about the YMCA agreement.

10. Re-affirm Superintendent succession plan - Jeff Schneider

Superintendent Schneider reviewed the Superintendent's succession plan and will recommend the board reaffirm the plan.

Board members held a discussion about the succession plan.

11. Approve purchase of Senior High Business curriculum materials - Lawrence Tunks

Lawrence Tunks reviewed the High School Business curriculum materials selected for implementation in the 2024-25 school year. Mr. Tunks discussed the state standards review and selection process. Materials will be purchased from Cengage Learning with a total cost of materials for grades 9-12 of \$39,940.42. Pending results of public review, Mr. Tunks will recommend approval of the purchase of Business curriculum materials as presented.

Board members held a discussion about the business curriculum materials.

12. Approve Student Fees - Dr. Tom Szlanda

Dr. Szlanda reviewed this agenda item earlier under the Student Fee Policy hearing item.

13. Update Policies 204.07 Meeting Notice; 206.02 Board Association Membership; 503.01 Student Attendance; 504.06 Student Appearance; 505.03 Student Discipline; 509.05 Graduation/Certificate of Completion; 703.01 Meal Charge; 706.01 Purchasing Guides; 706.02 Purchasing Policies; 1003 Public Examination of District Records (all single read) - Jeff Schneider

Superintendent Schneider reviewed the following policies that were revised at the recommendation of legal counsel: 204.07 Meeting Notice due to Neb. Stat. 79-555; 206.02 Board Association Membership due to LB 304; 503.01 Student Attendance due to Neb. Rev. Stat. Sec. 79-527; 504.06 Student Appearance due to LB 43; 505.03 Student Discipline due to LB 43; 509.05 Graduation/Certificate of Completion due to Neb. Rev. Stat. Sec 79-729; 703.01 Meal Charge due to LB 1329; 706.01 Purchasing Guides due to Neb. Rev. Stat. Sec 4-114 and LB 1300; 706.02 Purchasing Policies due to Neb. Rev. Stat. Sec. 13-610 and 49-1401, et seq; 1003 Public Examination of District Records due to Neb. Rev. Statutes 84-712.0 et seq. Superintendent Schneider will recommend approval of ten policies as shown.

Board members held a discussion about Policies 204.07, 206.02, 509.05, and 1003.

14. Update Policy 502.11 Student Promotion - 1st reading - Jeff Schneider

Superintendent Schneider reviewed Policy 502.11 Student Promotion, updated at the recommendation of legal counsel due to Neb. Rev. Stat. Sec. 79-526. Mr. Schneider noted this is a policy change of great concern throughout the education community and could have serious consequences for students as they progress through grade levels. He noted this is being closely monitored by educational groups who will argue for the law to be examined and repealed or updated in the next legislative session. Superintendent Schneider will recommend approval of the first reading of Policy 502.11 Student Promotion.

Board members held a discussion about the policy changes.

15. Approve 1st Reading of new Policy 611.01 Classroom Environment - Jeff Schneider

Superintendent Schneider reviewed new Policy 611.01 Classroom Environment. The policy was added at the recommendation of legal counsel due to LB 1329. Lawrence Tunks shared information about the allowable projection maps required by the policy. Mr. Schneider will recommend approval of the first reading of new Policy 611.01 Classroom Environment.

Board members held a discussion about the new policy.

16. Approve 1st Reading of new Policy 1005.082 Firearms - Jeff Schneider

Superintendent Schneider reviewed new Policy 1005.082 Firearms. The policy was added at the recommendation of legal counsel due to Neb. Rev. Stat. Sec. 28-1204.04. Mr. Schneider noted the update in policy will not change the practice, as this was already being followed. Superintendent Schneider will recommend approval of the first reading of new Policy 1005.082 Firearms.

Board members held a discussion about the new policy.

17. *Consent Agenda - Dr. Thomas Szlanda

Dr. Tom Szlanda reviewed vacant positions throughout the District. Currently, there are 11 certificated, 16 classified, and 5 extra standard vacancies. He noted five of the open, certificated positions went unfilled last year. Dr. Szlanda will recommend approval of the personnel agenda as presented.

Board members held a discussion about the certificated vacancies.

18. OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan

There were no public comments.

19. Reminders - Becky Sullivan

President Sullivan reminded board members of the Regular Board Meeting - Monday, June 17, 2024 - 6:30 p.m. - Board Room at HPS District Offices.

20. Executive Session - Becky Sullivan

The Board adjourned at 6:58 p.m. and went into closed session at 7:03 p.m.

Motion to go into closed session to discuss personnel. Motion made by Laura Schneider, Seconded by Brent Gollner. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea
Brent Gollner: Yea
Jodi Graves: Yea
Andrew McCarty: Yea

Laura Schneider: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

21. The Board of Education returns to Open Session - Becky Sullivan

The Board of Education returned to Open Session at 7:18 p.m. President Sullivan verified that discussion was confined to personnel issues and no action was taken.

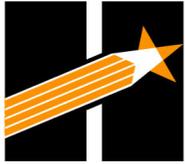
22. Adjournment - Becky Sullivan

Meeting adjourned at 7:19 p.m.

*Motion to adjourn meeting. Motion made by Laura Schneider, Seconded by Brent Gollner.
Motion passed*

Jim Boeve: Yea
Sharon Brooks: Yea
Brent Gollner: Yea
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

Denise Behrends, Board Recording Secretary



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Hastings Public Schools Regular Board Meeting Minutes

June 17, 2024 6:30 PM

Board Room at HPS District Offices, 1515 W 8th St, Hastings, NE 68901

The meeting was advertised in the Hastings Tribune on Friday, June 7, 2024

Jim Boeve:	Present
Sharon Brooks:	Present
Brent Gollner:	Absent
Jodi Graves:	Present
Andrew McCarty:	Present
Laura Schneider:	Present
Christopher Shade:	Present
Becky Sullivan:	Present
Stacie Widhelm:	Present

1. CALL TO ORDER - Becky Sullivan

President Sullivan called the meeting to order.

2. Roll Call

Board member Brent Gollner was excused.

Others in attendance: Jeff Schneider, Superintendent; Denise Behrends, Administrative Assistant to the Superintendent; Dr. Tom Szlanda, Director of HR and Operations; Terry Julian, Technology Facilitator; Chris Schukei, Executive Director of the HPS Foundation; Adam Boettcher, Middle School Assistant Principal; John Hauser, Hawthorne Principal; Jeff Linden, Senior High Principal; Will Vraspir, Hastings Tribune

3. Pledge Allegiance to the Flag

4. ANNOUNCEMENT - Becky Sullivan

President Sullivan reminded those in attendance of the Open Meetings Act

5. Student Fee policy hearing - Dr. Tom Szlanda

Dr. Tom Szlanda reviewed the student fee policy and presented the 2024-25 student fees and ticket prices for review at the hearing. President Sullivan opened the hearing. No members of the public addressed the Board. President Sullivan closed the hearing.

6. RECURRENT - Becky Sullivan

6.1. Minutes of Previous Meeting(s)

Motion to approve the minutes as presented. Motion made by Christopher Shade, Seconded by Stacie Widhelm. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

6.2. Payment of Expenditures

Motion to approve the payment of expenditures in the amount of \$4,680,329.99. Motion made by Jodi Graves, Seconded by Stacie Widhelm. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

7. RECEIVE CORRESPONDENCE - Becky Sullivan

There was no correspondence to receive.

8. SUPERINTENDENT'S REPORT - Jeff Schneider

Superintendent Schneider introduced Chris Schukei, Executive Director of the HPS Foundation, to present Good News with Board Members. He congratulated HHS Boys Track Coach Dave Johnson on being named the first winner of the Dale and Brad Feeken Memorial award. Board members held a discussion about the new award, noting how proud they are to see the area schools working together.

9. FIRST OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan

There were no public comments.

10. SPECIAL BOARD FUNCTIONS - Becky Sullivan

10.1. Approve 2024-2025 Student Fees - Dr. Tom Szlanda

Dr. Szlanda shared the revised student fees document for the 2024-2025 school year. He noted the fee changes were discussed at a prior meeting and the document has now been updated to match. Dr. Szlanda recommended approval of student fees for 2024-2025, as presented.

Motion to approve 2024-2025 fees as presented. Motion made by Jim Boeve, Seconded by Sharon Brooks. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea

Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

10.2. Approve revised Senior High Attendance Policy - Jeff Schneider & Jeff Linden

Superintendent Schneider reviewed the revised Senior High Attendance Policy and procedure. This policy and procedure is for the student handbook, not part of the District policy book. Mr. Schneider recommended approval of the new attendance policy as presented.

Motion to approve revised Senior High Attendance Policy, as presented. Motion made by Jodi Graves, Seconded by Laura Schneider. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

10.3. Approve 2024-25 YMCA facility usage agreement - Dr. Tom Szlanda

Dr. Szlanda reviewed the facility usage agreement with the YMCA. There is no change to the cost. Dr. Szlanda recommended approving the facility usage agreement for the 2024-25 school year.

Board members held a discussion about the YMCA agreement.

Motion to approve 2024-25 YMCA facility usage agreement, as presented. Motion made by Sharon Brooks, Seconded by Jim Boeve. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

10.4. Re-affirm Superintendent succession plan - Jeff Schneider

Superintendent Schneider reviewed the Superintendent's succession plan and recommended the board reaffirm the plan as presented.

Board members held a discussion about the succession plan committee.

Motion to re-affirm Superintendent succession plan, as presented. Motion made by Laura Schneider, Seconded by Stacie Widhelm. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

10.5. Approve purchase of Senior High Business curriculum materials - Lawrence Tunks

Lawrence Tunks reviewed the High School Business materials selected for implementation in the 2024-25 school year. Mr. Tunks discussed the standards review and selection process. Materials will be purchased from Cengage Learning with a total cost of licensing and materials for grades 9-12 of \$39,940.42. Mr. Tunks recommended approval of the purchase of Business curriculum materials as presented.

Motion to approve purchase of Business curriculum materials from Cengage Learning in the amount of 39,940.42. Motion made by Jodi Graves, Seconded by Stacie Widhelm. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

10.6. Approved revised Policies 204.07 Meeting Notice; 206.02 Board Association Membership; 503.01 Student Attendance; 504.06 Student Appearance; 505.03 Student Discipline; 509.05 Graduation/Certificate of Completion; 703.01 Meal Charge; 706.01 Purchasing Guides; 706.02 Purchasing Policies; 1003 Public Examination of District Records (all single read) - Jeff Schneider

Superintendent Schneider reviewed the following policies that were revised at the recommendation of legal counsel: 204.07 Meeting Notice due to Neb. Stat. 79-555; 206.02 Board Association Membership due to LB 304; 503.01 Student Attendance due to Neb. Rev. Stat. Sec. 79-527; 504.06 Student Appearance due to LB 43; 505.03 Student Discipline due to LB 43; 509.05 Graduation/Certificate of Completion due to Neb. Rev. Stat. Sec 79-729; 703.01 Meal Charge due to LB 1329; 706.01 Purchasing Guides due to Neb. Rev. Stat. Sec 4-114 and LB 1300; 706.02 Purchasing Policies due to Neb. Rev. Stat. Sec. 13-610 and 49-1401, et seq; 1003 Public Examination of District Records due to Neb. Rev. Statutes 84-712.0 et seq. Superintendent Schneider recommended approval of ten policies as presented.

Board members held a discussion about Policy 206.02.

Motion to approve revised Policies 204.07; 206.02; 503.01; 504.06; 505.03; 509.05; 703.01; 706.01; 706.02; and 1003 as presented. Motion made by Jim Boeve, Seconded by Laura Schneider. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

10.7. Approve 1st Reading of revised Policy 502.11 Student Promotion - Jeff Schneider

Superintendent Schneider reviewed Policy 502.11 Student Promotion, updated at the recommendation of legal counsel due to Neb. Rev. Stat. Sec. 79-526. Mr. Schneider noted this is a policy change of concern throughout the education community and could have serious consequences for students as they progress through grade levels. Superintendent Schneider recommended approval of the first reading of Policy 502.11 Student Promotion.

Board members held a discussion about the student promotion policy change.

Motion to approve first reading of revised Policy 502.11 Student Promotion, as presented. Motion made by Stacie Widhelm, Seconded by Jim Boeve. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

10.8. Approve 1st Reading of new Policy 611.01 Classroom Environment - Jeff Schneider

Superintendent Schneider reviewed new Policy 611.01 Classroom Environment. The policy was added at the recommendation of legal counsel due to LB 1329. Lawrence Tunks shared information about the allowable projection maps required by the policy. Mr. Schneider recommended approval of the first reading of new Policy 611.01 Classroom Environment.

Board members held a discussion about the new policy.

Motion to approve first reading of new Policy 611.01 Classroom Environment, as presented. Motion made by Jodi Graves, Seconded by Andrew McCarty. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea

Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

10.9. Approve 1st Reading of new Policy 1005.082 Firearm Policy - Jeff Schneider

Superintendent Schneider reviewed new Policy 1005.082 Firearms. The policy was added at the recommendation of legal counsel due to Neb. Rev. Stat. Sec. 28-1204.04. Mr. Schneider noted the update in policy will not change the practice, as this was already being followed. Superintendent Schneider will recommend approval of the first reading of new Policy 1005.082 Firearms.

Board members held a discussion about the new policy. Board member Sharon Brooks stated for the record that she would vote no due to the vague, run-on language of the policy.

Motion to approve first reading of new Policy 1005.082 Firearm Policy, as presented. Motion made by Stacie Widhelm, Seconded by Jim Boeve. Motion passed

Jim Boeve: Yea
Sharon Brooks: Nay
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

10.10. CONSENT AGENDA - Dr. Thomas Szlanda

Dr. Tom Szlanda reviewed vacant positions throughout the District. Currently, there are 11 certificated, 16 classified, and 5 extra standard vacancies. Dr. Szlanda recommended approval of the personnel agenda as presented.

Motion to approve consent agenda as presented. Motion made by Laura Schneider, Seconded by Jim Boeve. Motion passed

Jim Boeve: Yea
Sharon Brooks: Yea
Jodi Graves: Yea
Andrew McCarty: Yea
Laura Schneider: Yea
Christopher Shade: Yea
Becky Sullivan: Yea
Stacie Widhelm: Yea

11. SECOND OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan

There were no public comments.

12. DATES OF FUTURE BOARD MEETINGS - Becky Sullivan

President Sullivan reminded Board members of upcoming Board meetings for next month.

Work Session - Thursday, July 11, 2024 - 6:00 p.m. - Board Room at HPS District Offices

Regular Board Meeting - Monday, July 15, 2024 - 6:30 p.m. - Board Room at HPS District Offices

13. MEDIA SPOKESPERSON - Becky Sullivan

President Sullivan announced Stacie Widhelm will serve as the media spokesperson for this month.

14. ADJOURNMENT - Becky Sullivan

Meeting adjourned at 7:16 p.m.

Motion to adjourn meeting. Motion made by Laura Schneider, Seconded by Stacie Widhelm.

Motion passed

Jim Boeve: Yea

Sharon Brooks: Yea

Jodi Graves: Yea

Andrew McCarty: Yea

Laura Schneider: Yea

Christopher Shade: Yea

Becky Sullivan: Yea

Stacie Widhelm: Yea

Denise Behrends, Board Recording Secretary

GENERAL FUND 6-24

Check Number	Date	Payee	Amount
141367	6/17/2024	ACCESS ELEVATOR & LIFTS, INC.	\$1,376.00
141368	6/17/2024	ACCO BRANDS DIRECT	\$1,202.76
141369	6/17/2024	ADELSON, BETH ADMIN	\$1,239.47
141370	6/17/2024	ALLENS B & R #32	\$580.91
141371	6/17/2024	ALLO COMMUNICATIONS	\$6,758.83
141351	5/31/2024	AMAZON CAPITAL SERVICES	\$2,876.60
141372	6/17/2024	AMERICAN PLAYGROUND & RECREATION	\$9,847.01
141373	6/17/2024	ARMON, SARA MO	\$12.73
141374	6/17/2024	ARNOLD MOTOR COMPANY	\$363.61
141375	6/17/2024	BELIKOVA-ERICKSON, IRINA LO	\$660.81
141376	6/17/2024	BERNARD-STEVENSON, DAVID A	\$425.96
141377	6/17/2024	BGNE, INC.	\$858.98
141378	6/17/2024	BIG G ACE	\$759.55
141379	6/17/2024	BLICK ART MATERIALS	\$791.85
141380	6/17/2024	BOB SASS FLOWERS	\$200.00
141381	6/17/2024	BORDER STATES INDUSTRIES, INC	\$11,200.00
141382	6/17/2024	BOSELMAN, INC.	\$87.00
141352	5/31/2024	BRANDENBURG, BARBRA	\$56.20
141353	5/31/2024	BRANT, CHARLA AL	\$746.51
141383	6/17/2024	BSN SPORTS, INC.	\$3,699.16
141354	5/31/2024	BULLSEYE SPORTS BAR & GRILL	\$80.00
141384	6/17/2024	BUMGARDNER, KAMERON L	\$84.00
141385	6/17/2024	BUSINESS WORLD PRODUCTS	\$149.95
141386	6/17/2024	C4 OPERATIONS, LLC	\$268.50
141387	6/17/2024	CALLAHAN, KAREN N HA	\$28.68
141388	6/17/2024	CAREY'S PEST CONTROL	\$1,533.00
141389	6/17/2024	CARLSON, MICHELLE	\$6,204.59
141390	6/17/2024	CASILLAS, COURTNEY HA	\$72.85
141391	6/17/2024	CASSADA, CRYSTAL MO	\$13.80
141392	6/17/2024	CDW EDUCATION	\$63.74
141393	6/17/2024	CENTRAL COMMUNITY COLLEGE - HA	\$29,064.00
141394	6/17/2024	CENTRAL NEBR REHAB SERVICES	\$32,147.69
141395	6/17/2024	CENTRAL NEBRASKA BOBCAT	\$148.40
141396	6/17/2024	CITY OF HASTINGS - PARKS	\$40.00
141397	6/17/2024	CLASSIC SPORTSWEAR & AWARDS	\$3,462.19
141398	6/17/2024	COLLECTION ASSOCIATES-	\$192.00
141399	6/17/2024	COLLEGE BOARD	\$2,499.00
141586	6/17/2024	COMMUNICATIONS ENGINEERING	\$30,525.00
141400	6/17/2024	COMPUTER HARDWARE, INC	\$1,726.00
141401	6/17/2024	CONDITIONED AIR MECHANICALS	\$4,355.00
141402	6/17/2024	CONSOLIDATED CONCRETE CO.	\$471.35
141403	6/17/2024	CORNHUSKER PRESS	\$733.04

GENERAL FUND 6-24

141404	6/17/2024	CPI/COOPERATIVE PRODUCERS, INC	\$13,186.56
141405	6/17/2024	CULLIGAN OF HASTINGS	\$392.20
141406	6/17/2024	CUSTOM PACK, INC.	\$121.11
141407	6/17/2024	DAVIS, PAM MO	\$16.08
141408	6/17/2024	DEMCO, INC.	\$68.54
141409	6/17/2024	DIETZE MUSIC	\$53.60
141410	6/17/2024	DODSON, KILEY HHS	\$700.00
141355	5/31/2024	DOUGLAS, TRACY SH	\$205.02
141411	6/17/2024	DUTTON-LAINSON	\$1,259.02
141412	6/17/2024	EAGLE BUILDING SERVICES, LLC	\$15,375.36
141413	6/17/2024	EAKES OFFICE SOLUTIONS	\$1,756.27
141414	6/17/2024	ECHO ELECTRIC SUPPLY	\$807.18
141415	6/17/2024	ED SERV UNIT 10	\$437.50
141416	6/17/2024	ED SERV UNIT 9	\$11,471.65
141417	6/17/2024	EDWARDS, KAYLA SH	\$35.41
141418	6/17/2024	EGAN SUPPLY COMPANY	\$408.20
141419	6/17/2024	EILEENS COLOSSAL COOKIES, INC.	\$62.25
141420	6/17/2024	ELMORE, JAN M BUS	\$126.00
141421	6/17/2024	ESGI, LLC	\$259.00
141422	6/17/2024	ESU COORDINATING COUNCIL	\$1,419.42
141423	6/17/2024	EZ KITCHENS, INC	\$4,250.00
141424	6/17/2024	FAMILY MEDICAL CENTER	\$206.00
141425	6/17/2024	FESSENDEN, JULIE	\$25.15
141426	6/17/2024	FONTANA, ADRIANNE	\$19.15
141427	6/17/2024	FRANKLIN PLANNER CORPORATION	\$68.95
141428	6/17/2024	FUNK, KIM	\$10.75
141429	6/17/2024	GARWOOD, KANDACE L	\$67.00
141430	6/17/2024	GERDES, REBECCA L	\$76.65
141431	6/17/2024	GOMEZ ROCHA, MEGAN WA	\$319.43
141432	6/17/2024	GOOD, AMY	\$66.40
141433	6/17/2024	GRAND ISLAND INDEPENDENT	\$65.00
141434	6/17/2024	GRAND ISLAND PUBLIC SCHOOLS	\$9,500.00
141435	6/17/2024	GRAVES GRADUATION, LLC	\$10,756.37
141436	6/17/2024	GUSTAVE A. LARSON COMPANY	\$947.92
141437	6/17/2024	GYLL, MARY JANE	\$600.00
141438	6/17/2024	HART FLOORS, INC.	\$50,500.00
141356	5/31/2024	HART FLOORS, INC.	\$1,500.00
141439	6/17/2024	HARTMAN, STACY	\$7.45
141440	6/17/2024	HARTWIG, CALVIN T.	\$100.00
141441	6/17/2024	HARTZELL, TRACY	\$294.00
141442	6/17/2024	HASTINGS EARLY CHILD DEVELOPMENT	\$6,559.00
141443	6/17/2024	HASTINGS ECONOMIC DEVELOPMENT CORPORATIO	\$250.00
141444	6/17/2024	HASTINGS MUSEUM	\$907.00

GENERAL FUND 6-24

141445	6/17/2024	HASTINGS OUTDOOR POWER, LLC		\$11,118.00
141446	6/17/2024	HASTINGS SERVICE CENTER		\$44.08
141447	6/17/2024	HASTINGS SR HIGH		\$3,500.00
141448	6/17/2024	HASTINGS TRIBUNE		\$1,085.88
141449	6/17/2024	HASTINGS UTILITIES		\$49,663.42
141357	5/31/2024	HAUSER, JOHN W		\$585.86
141450	6/17/2024	HAYNES, ABBI		\$28.85
141451	6/17/2024	HEINEMANN GREENWOOD PUBLISHING		\$34,080.53
141452	6/17/2024	HERMAN, ART		\$23.51
141453	6/17/2024	HICKOK, JAMIE	MS	\$39.00
141454	6/17/2024	HILGENDORF, JILL	AD	\$95.62
141455	6/17/2024	HILLMAN, CHEYENNE	MS	\$128.63
141456	6/17/2024	HILLYARD/ DES MOINES		\$1,607.57
141457	6/17/2024	HOLIDAY EXPRESS		\$2,400.00
141458	6/17/2024	HOMETOWN LEASING		\$10,887.13
141459	6/17/2024	HULTINE, MARC		\$202.15
141460	6/17/2024	IDEA BANK MARKETING		\$2,713.50
141461	6/17/2024	IMPLEMENTATION CONSULTING GROUP, LLC		\$19,837.50
141462	6/17/2024	INGRAM LIBRARY SERVICES		\$737.63
141463	6/17/2024	INTERSTATE ALL BATTERY		\$923.25
141464	6/17/2024	ISLAND SUPPLY WELDING		\$376.47
141465	6/17/2024	ITZEN, BRIAN	HHS	\$5,000.00
141466	6/17/2024	IXL LEARNING		\$6,125.00
141467	6/17/2024	JACKSON GLASS		\$135.00
141468	6/17/2024	JAEGER, JAIME		\$84.00
141469	6/17/2024	JAEGER, LEAH		\$84.00
141470	6/17/2024	JC INFLATABLE RENTALS		\$250.00
141471	6/17/2024	JIMMY JOHNS - HASTINGS		\$247.79
141358	5/31/2024	JIMMY JOHNS - HASTINGS		\$218.51
141472	6/17/2024	JOHNSON HARDWARE COMPANY		\$1,326.00
141473	6/17/2024	JOHNSON, SARA		\$16.70
141474	6/17/2024	JOLLY, VICTORIA	AL	\$125.00
141475	6/17/2024	JUNKER, ERICKA		\$258.00
141476	6/17/2024	KARR, AMANDA	LO	\$29.55
141477	6/17/2024	KATHMAN, NICOLE		\$126.00
141478	6/17/2024	KAUFFMAN, JODI	LI	\$120.11
141479	6/17/2024	KEELE, WENDY	MO	\$33.10
141359	5/31/2024	KEILIG, LARRY		\$660.80
141480	6/17/2024	KELLY, AMY	HA	\$60.30
141481	6/17/2024	KENESAW MOTORS		\$32.50
141482	6/17/2024	KIMLE, MICHELLE	MS	\$212.57
141483	6/17/2024	KRUEGER, JUDY	MO	\$38.40
141484	6/17/2024	KUEHN, BRENDA		\$32.08

GENERAL FUND 6-24

141485	6/17/2024	KULLY PIPE & STEEL CO	\$2,071.71
141486	6/17/2024	LAKESHORE LEARNING MATERIALS	\$4,852.75
141487	6/17/2024	LANDGREN, AMY	\$19.50
141488	6/17/2024	LAUX, BRIAN HS	\$93.59
141489	6/17/2024	LINCOLN CHILDREN'S ZOO	\$552.00
141360	5/31/2024	LIPOVSKY, KALEE	\$15.25
ACH	6/17/2024	LUNCHTIME SOLUTIONS, INC.	\$201,590.78
141490	6/17/2024	LUTHER, SARAH HHS	\$73.38
141491	6/17/2024	LYNDSEY'S BUILDING BLOCKS DAYCARE	\$1,376.00
141492	6/17/2024	MARENEM, INC.	\$119.90
141493	6/17/2024	MATTICKS, RICK HA	\$671.34
141494	6/17/2024	MCGRAW- HILL SCHOOL ED HOLDINGS, LLC	\$3,423.81
141495	6/17/2024	MCINTYRE, TINA	\$84.00
141496	6/17/2024	MENARDS	\$5,032.75
141497	6/17/2024	MESSERER, JENNY MO	\$60.18
141498	6/17/2024	MICK, ALICIA	\$162.00
141499	6/17/2024	MID-WEST 3D SOLUTIONS	\$19,900.00
141500	6/17/2024	MIDWEST RESTURANT SUPPLY	\$230.00
141501	6/17/2024	MURRAY CONNIE LO	\$95.13
141502	6/17/2024	MYERS, BERTHA	\$49.44
141503	6/17/2024	NAPA AUTO PARTS	\$3,141.39
141504	6/17/2024	NCS PEARSON, INC	\$81.40
141505	6/17/2024	NE DEPT OF EDUCATION--	\$125.00
141506	6/17/2024	NE DEPT OF EDUCATION---	\$125.00
141507	6/17/2024	NE SAFETY CENTER @ UNK	\$1,240.00
141361	5/31/2024	NEBRASKA EXTENSION - ADAMS COUNTY	\$562.50
141508	6/17/2024	NEBRASKA STATE FIRE MARSHALL	\$720.00
141509	6/17/2024	NEBRASKA-IOWA IND FASTENER	\$114.80
141362	5/31/2024	NEUHART, BETHANY	\$26.50
141510	6/17/2024	NIEMEYER, CHRISTINE	\$86.70
141511	6/17/2024	NUTRIEN AG SOLUTIONS	\$47.46
141512	6/17/2024	O'NEILL, COLLEEN MO	\$154.77
141513	6/17/2024	O'REILLY AUTO PARTS	\$107.50
141514	6/17/2024	ODP BUSINESS SOLUTIONS LLC	\$122.07
141515	6/17/2024	OMAHA WORLD HEARLD	\$1,304.19
ACH	6/17/2024	OMNIFY BENEFITS	\$268.00
141516	6/17/2024	OSWALD, AARON MS	\$130.69
141517	6/17/2024	OTC BRANDS, INC.	\$30.56
141518	6/17/2024	PARCO SCIENTIFIC CO.	\$17.00
141363	5/31/2024	PASTIME LANES	\$193.00
141519	6/17/2024	PAULSON, MACKENZIE	\$882.00
141520	6/17/2024	PEDROZA, MELISSA HHS	\$236.64
141521	6/17/2024	PEPSI OF HASTINGS -	\$383.02

GENERAL FUND 6-24

141522	6/17/2024	PERRY, GUTHERY, HAASE & GESSFORD PC	\$2,940.00
141523	6/17/2024	PFANSTIEL, SHAWN M.	\$200.00
141524	6/17/2024	PHYS THERAPY & SPORT REHAB	\$10,964.65
141525	6/17/2024	PILE, HOPE	\$430.00
141364	5/31/2024	PIZZA HUT - HASTINGS	\$180.00
141526	6/17/2024	PLASMACAM, INC.	\$18,250.64
141527	6/17/2024	POKORNEY, PATTY	\$63.32
141528	6/17/2024	POOH CORNER WEST	\$3,212.10
141529	6/17/2024	PRAIRIE LOFT	\$340.00
141530	6/17/2024	PRODUCTIVITY INC	\$460.00
141531	6/17/2024	QUALITY SOUND & COMMUNICATIONS	\$588.00
141532	6/17/2024	QUILL CORPORATION	\$80.50
141533	6/17/2024	RAPIDS WHOLESALE EQUIPMENT CO	\$50.61
141534	6/17/2024	REALLY GOOD STUFF	\$345.69
141535	6/17/2024	REMMERS KIM HA	\$51.57
141536	6/17/2024	REYES ABREV, VIVIAN	\$54.40
141537	6/17/2024	ROCHESTER 100 INC.	\$435.00
141538	6/17/2024	RODGERS, HANNAH HSTART	\$110.55
141539	6/17/2024	RUNCIES CATERING	\$710.90
141540	6/17/2024	RUSS'S IGA	\$1,506.41
141541	6/17/2024	RUTTS HEATING & AIR CONDITIONING INC	\$125.00
ACH	6/17/2024	RUTTS HEATING & AIR CONDITIONING INC	\$406,933.20
141542	6/17/2024	SAPP BROS PETRO GRAND ISLAND	\$185.00
141543	6/17/2024	SCHNEIDER, JEFF AD	\$134.00
141544	6/17/2024	SCHOOL DATEBOOKS, INC.	\$539.03
141545	6/17/2024	SCHOOL HEALTH CORPORATION	\$159.84
141546	6/17/2024	SCHOOL SPECIALTY	\$476.83
141547	6/17/2024	SCHWARTZ REICHL, LORI	\$2,000.00
141548	6/17/2024	SHAFER, JALYN	\$84.00
141549	6/17/2024	SHERWIN-WILLIAMS CO	\$1,044.94
141550	6/17/2024	SHIRT SHACK- HASTINGS	\$929.75
141551	6/17/2024	SHRIVER, SHARON A.	\$897.00
141552	6/17/2024	SKARIN, TAYLOR ANN	\$430.00
141553	6/17/2024	SOUTHWORTH, PAULA D.	\$3,699.22
141554	6/17/2024	STAPLES, INC	\$1,689.60
141555	6/17/2024	STATE OF NEBRASKA	\$40.00
141556	6/17/2024	STELLING BRASS & WINDS INC.	\$304.00
141557	6/17/2024	STEPHENSON, KRISTI	\$18.55
141558	6/17/2024	STOKELY, KELSEY	\$3,321.00
141559	6/17/2024	SUBSCRIPTION SERVICES OF AMERICA	\$304.65
141560	6/17/2024	SUPER DUPER CO	\$286.72
141561	6/17/2024	SWEENEY, SHANNON	\$18.76
ACH	6/17/2024	SYNCB/AMAZON	\$21,033.90

GENERAL FUND 6-24

141562	6/17/2024	TAESE/USU	\$250.00
141563	6/17/2024	TEACHER CREATED RESOURCES	\$100.88
141564	6/17/2024	TEACHER DIRECT	\$292.12
141565	6/17/2024	TEACHER INNOVATIONS, INC.	\$624.00
141566	6/17/2024	TECH MASTERS	\$5,833.06
141567	6/17/2024	THAUT, PEGGY HHS	\$18.81
141568	6/17/2024	THE HOME DEPOT PRO	\$161.67
141569	6/17/2024	TK ELEVATOR CORPORATION	\$2,414.00
141365	5/31/2024	TK ELEVATOR CORPORATION	\$1,673.74
141570	6/17/2024	TRINDLE MIKE MS	\$200.68
141587	6/17/2024	TRUCK CENTER COMPANIES	\$3,054.13
141571	6/17/2024	TUNKS, HEIDI LI	\$79.33
141572	6/17/2024	UNK ACADEMIC AD & CAREER DEVELOPMENT.	\$150.00
141573	6/17/2024	US BANK	\$11,517.94
141574	6/17/2024	VAUGHANS-PRINTERS, INC	\$695.00
141575	6/17/2024	VERIZON WIRELESS	\$1,231.23
141576	6/17/2024	VIAERO WIRELESS	\$256.68
141577	6/17/2024	VIRCO, INC.	\$374.88
141578	6/17/2024	VRASPIR, WILLIAM	\$33.05
141579	6/17/2024	W.G. PAULEY LUMBER COMPANY	\$1,691.25
141580	6/17/2024	WAITE, SHANNON M HA	\$20.00
141581	6/17/2024	WEST MUSIC COMPANY	\$234.15
141582	6/17/2024	WICHELT, LEXI	\$85.60
141583	6/17/2024	WITTE, LYNDSEY	\$2,103.88
ACH	6/17/2024	WOODWARDS DISPOSAL	\$3,820.00
141584	6/17/2024	YABLONOVSKY, CATHERINE HHS	\$230.36
141585	6/17/2024	YMCA	\$7,341.11
141366	5/31/2024	YMCA	\$13,528.04
			\$1,242,375.92

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Check Number	Date	Payee	Amount
15467	6/5/2024	ADAMS CENTRAL HIGH SCHOOL	\$125.00
15458	5/30/2024	ADAMS COUNTY FAIRGROUNDS	\$500.00
15468	6/5/2024	ALLENS B & R #32	\$58.59
15469	6/5/2024	BIG G ACE	\$906.77
15470	6/5/2024	COLUMBUS HIGH SCHOOL	\$100.00
15471	6/5/2024	COMPUTER HARDWARE, INC	\$85.00
15459	5/30/2024	EASTERN MIDLANDS CONFERENCE	\$1,100.00
15447	5/23/2024	EPIC SPORTS	\$230.60
15472	6/5/2024	FARIS, TIMOTHY HMS	\$57.90
15448	5/23/2024	FIGUEROA, KAREN NAVARRETE	\$36.69
15460	5/30/2024	FOSTER, ERIN T	\$109.33
15473	6/5/2024	FUNKEY, KATIE HS	\$13.38
15474	6/5/2024	GILMORE, STEPHENA J	\$84.38
15449	5/23/2024	GOLTER, ZANDRA	\$600.00
15475	6/5/2024	HARVEST OF HARMONY	\$125.00
15476	6/5/2024	HASTINGS MUSEUM	\$339.50
15461	5/30/2024	HASTINGS PUBLIC SCHOOLS	\$30.00
15477	6/5/2024	HICKOK, JAMIE MS	\$61.16
15478	6/5/2024	HOLLISTER, NICOLE L MS	\$157.39
15479	6/5/2024	HOPPE, JILL MS	\$13.00
15462	5/30/2024	JARZYNKA, SHELBY R	\$13.46
15480	6/5/2024	JOSTENS	\$7,132.71
15451	5/23/2024	JOSTENS	\$693.00
15481	6/5/2024	KIMLE, MICHELLE MS	\$371.47
15482	6/5/2024	KIRKEGAARD, SETH HMS	\$98.79
15483	6/5/2024	LITTLE CAESARS - HASTINGS	\$203.00
15452	5/23/2024	LITTLE CAESARS - HASTINGS	\$246.75
15484	6/5/2024	MANKIN, MICHAEL	\$75.00
15463	5/30/2024	MARTINEZ, ABIE	\$28.00
15485	6/5/2024	MENARDS	\$873.08
15453	5/23/2024	MZOOKA, LLC	\$77.20
15486	6/5/2024	OSWALD, AARON MS	\$13.74
15487	6/5/2024	PENNINGTON, DREW J	\$79.56
15488	6/5/2024	PFEIL, CHRISTINA MS	\$95.88
15454	5/23/2024	PRAIRIE LOFT	\$176.00
15489	6/5/2024	PRO TEAM DESIGN	\$584.25
15464	5/30/2024	PURE SOUND	\$400.00
15455	5/23/2024	QUINTERO, JESSALYN	\$30.00
15490	6/5/2024	RUSS'S IGA	\$292.66
15465	5/30/2024	SHIRT SHACK- HASTINGS	\$2,624.25
15456	5/23/2024	SHIRT SHACK- HASTINGS	\$8.50
15491	6/5/2024	SMALL TOWN FAMOUS-	\$6.52

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15457	5/23/2024	SPECIAL SCOOPS ICE CREAM	\$471.80
ACH	6/17/2024	SYNCB/AMAZON	\$1,580.36
15492	6/5/2024	TRAPPED DOWNTOWN, LLC	\$250.00
15466	5/30/2024	UNIVERSAL CHEERLEADERS ASSN	\$6,240.00
15493	6/5/2024	YANDAS MUSIC	\$466.08
			\$27,865.75

Check Number	Date	Payee
141610	7/11/2024	ACCELERATE LEARNING, INC
141611	7/11/2024	ALLENS B & R #32
141612	7/11/2024	ALLO COMMUNICATIONS
ACH	6/24/2024	AMAZON
141613	7/11/2024	ARNOLD MOTOR COMPANY
141614	7/11/2024	BEST TREE SERVICE
141615	7/11/2024	BIG G ACE
141616	7/11/2024	BLICK ART MATERIALS
141617	7/11/2024	BLUE HILL FURNITURE
141618	7/11/2024	BLUME, KELSEY
141619	7/11/2024	BOLLING, JENNIFER
141620	7/11/2024	BOLTON, ELISABETH A
141621	7/11/2024	BORDER STATES INDUSTRIES, INC
141622	7/11/2024	BRANT, CHARLA AL
141623	7/11/2024	C4 OPERATIONS, LLC
141624	7/11/2024	CAREY'S PEST CONTROL
141625	7/11/2024	CENGAGE LEARNING
141626	7/11/2024	CENTRAL COMMUNITY COLLEGE - HA
141627	7/11/2024	CENTRAL NEBR REHAB SERVICES
141628	7/11/2024	CENTRAL NEBRASKA BOBCAT
141629	7/11/2024	CITY OF HASTINGS _15870
141630	7/11/2024	CLARK, MADJIL LO
141631	7/11/2024	COMPUTER HARDWARE, INC
141632	7/11/2024	CONDITIONED AIR MECHANICALS
141633	7/11/2024	CONSRUCK, ANNIE MS
141634	7/11/2024	CPI/COOPERATIVE PRODUCERS, INC
141635	7/11/2024	CULLIGAN OF HASTINGS
141636	7/11/2024	CUMMINS SALES AND SERVICE
141637	7/11/2024	DANE, LANA MS
141638	7/11/2024	DAS STATE ACCOUNTING - CENTRAL FINANCE
141639	7/11/2024	DEMCO, INC.
141640	7/11/2024	DIDIER, JULIE LI
141641	7/11/2024	DIETZE MUSIC
141642	7/11/2024	DUTTON-LAINSON
141643	7/11/2024	EAGLE BUILDING SERVICES, LLC
141644	7/11/2024	EAKES OFFICE SOLUTIONS
141645	7/11/2024	ECHO ELECTRIC SUPPLY
141646	7/11/2024	ED SERV UNIT 9
141647	7/11/2024	EDUPOINT EDUCATIONAL SYSTEMS
141648	7/11/2024	EGAN SUPPLY COMPANY
141649	7/11/2024	EILEENS COLOSSAL COOKIES, INC.
141650	7/11/2024	ELECTRONIC SYSTEMS, INC.

141651	7/11/2024	ENGBERG, SCOTT
141652	7/11/2024	EXPANDING EXPRESSION
141653	7/11/2024	FAMILY MEDICAL CENTER
141654	7/11/2024	FOLLETT CONTENT SOLUTIONS, LLC
141655	7/11/2024	GERDES, REBECCA L
141656	7/11/2024	GOEDERT, BECKY A
141657	7/11/2024	GRAHAM TIRE - GI
141658	7/11/2024	GRIZZLY INDUSTRIAL INC
141659	7/11/2024	HAMIK, ARLENE
141604	6/27/2024	HASTINGS EARLY CHILD DEVELOPMENT
141660	7/11/2024	HASTINGS OUTDOOR POWER, LLC
141605	6/27/2024	HASTINGS PUBLIC SCHOOLS LUNCH FUND
141661	7/11/2024	HASTINGS UTILITIES
141662	7/11/2024	HEINEMANN GREENWOOD PUBLISHING
141606	6/27/2024	HENRY PERLICK, JESSICA
141663	7/11/2024	HERMAN, ART
141664	7/11/2024	HILLYARD/ DES MOINES
141665	7/11/2024	HUMANEX VENTURES LLC
141666	7/11/2024	IDEA BANK MARKETING
141667	7/11/2024	IMPLEMENTATION CONSULTING GROUP, LLC
141668	7/11/2024	INSECT LORE PRODUCTS
141669	7/11/2024	INSTRU-MED, INC.
141670	7/11/2024	INTERNATIONAL ACADEMY OF SCIENCE
141671	7/11/2024	ISLAND SUPPLY WELDING
141672	7/11/2024	JOHNSON HARDWARE COMPANY
141673	7/11/2024	JOHNSON, KAYLA MO
141607	6/27/2024	JULIAN, THERESA AD
141674	7/11/2024	KULLY PIPE & STEEL CO
141675	7/11/2024	LACY, BETHANY R
141676	7/11/2024	LANDMARK IMPLEMENT INC.
141677	7/11/2024	LEARNING A-Z
141678	7/11/2024	LINCOLN EPOXY FLOORING
141679	7/11/2024	MATTICKS, RICK HA
141680	7/11/2024	MCGRAW- HILL SCHOOL ED HOLDINGS, LLC
ACH	6/24/2024	MEAL MAGIC
141681	7/11/2024	MENARDS
141682	7/11/2024	MESSERER, JENNY MO
141683	7/11/2024	MIDWEST CONNECT
141684	7/11/2024	MIDWEST TURF & IRRIGATION
141685	7/11/2024	N2Y
141686	7/11/2024	NAPA AUTO PARTS
141687	7/11/2024	NCS PEARSON, INC
141688	7/11/2024	NE COUNCIL OF SCHOOL ADMIN

141689	7/11/2024	NEBRASKA TRUCK CENTER, INC
141690	7/11/2024	NECAS, JOSHUA BUS
141691	7/11/2024	NUTRIEN AG SOLUTIONS
141692	7/11/2024	OMAHA WORLD HEARLD
ACH	7/10/2024	OMNIFY
141693	7/11/2024	PERRY, GUTHERY, HAASE & GESSFORD PC
141694	7/11/2024	PHYS THERAPY & SPORT REHAB
141695	7/11/2024	PRO-ED, INC.
141696	7/11/2024	PROFORMA-
141697	7/11/2024	RAVEN TECH LLC
141698	7/11/2024	RAYNOR GARAGE DOORS OF CE. NE.
141699	7/11/2024	REALLY GOOD STUFF
141700	7/11/2024	RUNCIES CATERING
141701	7/11/2024	RUSS'S IGA
ACH	7/15/2024	RUTT'S
141702	7/11/2024	S & S WORLDWIDE
141703	7/11/2024	SAPP BROS PETRO GRAND ISLAND
141704	7/11/2024	SERRANO, ELSA
141705	7/11/2024	SHERWIN-WILLIAMS CO
141706	7/11/2024	SHIRT SHACK- HASTINGS
141707	7/11/2024	SLP TOOLKIT LLC
141608	6/27/2024	STATE OF NEBRASKA
141708	7/11/2024	STODDARD, ABBI
141709	7/11/2024	STOKELY, KELSEY
141710	7/11/2024	STRUSS, EMILY
141711	7/11/2024	SUNBELT RENTALS
141712	7/11/2024	SUPER DUPER CO
141713	7/11/2024	TEACHING STRATEGIES, LLC
141609	6/27/2024	THE COPY CENTER/NOVEL IDEAS
141714	7/11/2024	THRESHOLD
141715	7/11/2024	TITAN MACHINERY
141716	7/11/2024	TRUCK CENTER COMPANIES
141717	7/11/2024	ULINE
141718	7/11/2024	UNITED WAY OF THE MIDLANDS
141719	7/11/2024	UNL CAREER SERVICES
141720	7/11/2024	VERIZON WIRELESS
141721	7/11/2024	VIAERO WIRELESS
141722	7/11/2024	VOYAGER SOPRIS LEARNING
141723	7/11/2024	W.G. PAULEY LUMBER COMPANY
141724	7/11/2024	WEST MUSIC COMPANY
ACH	7/15/2024	WOODWARDS
141725	7/11/2024	YANDAS MUSIC
141726	7/11/2024	YMCA

		TOTAL
--	--	--------------

Amount
\$1,704.86
\$149.53
\$7,086.43
\$12,433.79
\$752.54
\$4,450.00
\$1,255.94
\$946.64
\$19,027.40
\$552.00
\$19.34
\$552.00
\$19,752.64
\$50.00
\$183.00
\$1,083.00
\$8,415.00
\$176.00
\$9,312.26
\$145.51
\$5.00
\$131.32
\$1,256.00
\$3,650.00
\$144.72
\$6,182.36
\$113.15
\$11,880.26
\$49.91
\$267.63
\$242.98
\$125.96
\$1,106.99
\$4,606.40
\$15,375.36
\$1,100.70
\$516.01
\$9,754.78
\$53,188.00
\$40.08
\$178.25
\$1,269.08

\$20.26
\$47.00
\$398.00
\$20,373.94
\$134.00
\$864.00
\$3,768.00
\$584.15
\$45.75
\$2,100.00
\$195.90
\$818.14
\$47,063.31
\$27,752.91
\$89.80
\$17.42
\$669.90
\$1,400.00
\$2,200.00
\$19,837.50
\$58.94
\$525.00
\$9,177.00
\$21.11
\$635.00
\$96.48
\$244.44
\$1,191.07
\$13.53
\$255.32
\$132.00
\$1,672.00
\$395.96
\$7,532.27
\$5,895.00
\$3,009.50
\$87.10
\$4,000.00
\$110.85
\$5,319.85
\$7,637.69
\$12.95
\$900.00

\$18,196.67
\$9.19
\$178.35
\$1,071.00
\$268.00
\$2,526.25
\$3,210.86
\$611.60
\$1,610.00
\$2,465.61
\$1,525.00
\$82.97
\$721.80
\$86.19
\$774,089.24
\$34.57
\$1,920.00
\$372.00
\$1,757.34
\$117.00
\$2,475.00
\$30.00
\$64.17
\$3,321.00
\$15.65
\$780.55
\$111.92
\$3,380.00
\$1,239.60
\$136.40
\$276.80
\$234.60
\$2,045.91
\$10,000.00
\$175.00
\$2,229.58
\$256.68
\$2,770.30
\$2,944.12
\$1,055.05
\$3,760.00
\$5,863.49
\$7,891.64

\$1,238,446.96

Check Number	Date	Payee	Amount
15544	7/10/2024	STRIV, INC.	\$2,008.00
15543	7/10/2024	SHOEMAKER, CARSON	\$1,144.50
15542	7/10/2024	SHIRT SHACK- HASTINGS	\$17.00
15541	7/10/2024	MOLIFUA, CASEY	\$250.00
15540	7/10/2024	MENARDS	\$50.68
15539	7/10/2024	MATTICKS, RICK HA	\$200.00
15538	7/10/2024	HOFF CLEANERS, INC.	\$1,821.45
15537	7/10/2024	ESPINOSA, CHELSEY	\$1,000.00
15536	7/10/2024	COMPETITIVE EDGE	\$170.00
15535	7/10/2024	CITY OF HASTINGS - PARKS	\$1,025.00
15534	7/10/2024	BSN SPORTS, INC.	\$485.10
15533	6/27/2024	PINNACLE BANK	\$750.00
15532	6/27/2024	NSAA	\$1,770.00
15531	6/27/2024	MICHALEK, GRACE MF	\$600.00
15530	6/27/2024	JAGELS. MADISON	\$80.00
15529	6/27/2024	HASTINGS PUBLIC SCHOOLS FOUNDATION	\$300.00
15528	6/27/2024	AWARDS UNLIMITED, INC	\$425.72
15527	6/27/2024	ADAMS CENTRAL HIGH SCHOOL	\$75.00
15526	6/20/2024	TICO TUTORS LLC	\$1,500.00
15525	6/20/2024	SMALL TOWN FAMOUS-	\$686.50
15524	6/20/2024	SHIRT SHACK- HASTINGS	\$336.00
15523	6/20/2024	ORTEGREN, KIRK HHS	\$80.00
15522	6/20/2024	NE COACHES ASSN	\$150.00
15521	6/20/2024	INK CREDIBLE INC.	\$353.00
ACH	6/24/2024	AMAZON	\$1,939.96
		TOTAL	\$17,217.91

IN THE COUNTY COURT OF ADAMS COUNTY, NEBRASKA

IN THE MATTER OF THE
CONSERVATORSHIP OF:

Case No. PR 24 - 36

Carlos Espino
a Minor and Protected Person.

**ORDER FOR LEAVE TO
COMPROMISE AND SETTLE
CLAIMS AND CAUSES OF
ACTION, APPROVING ONE
TIME TRANSACTION, AND
APPOINTING SPECIAL CO-
CONSERVATORS (30-2603)**

This cause came on for hearing upon the petition of Josh Espino and Maria Avalos for permission to compromise and settle the claims and causes of action of the said protected person as set out in said petition. The Court, being fully advised, finds that the proposition of settlement is fair, just, and adequate and is for the best interests of said protected person and said protected person's estate, such settlement should be made and completed, and said settlement should be consented to and in all respects approved and confirmed by this court.

The proposed compromise and settlement sum of the claims and causes of action of said protected person against Josh Espino, Maria Avalos, and Hastings Public Schools AKA Adams County School District 01-0018, on the following terms, is fair, just, and adequate:

- \$55,000.00 to Pacific Life & Annuity Services, Inc. ("Pacific Life") to be placed in a structured settlement annuity for the sole benefit of Carlos Espino;
- \$5,000.00 to Josh Espino and Maria Avalos;



P00051231C14

- \$5,983.40 to pay off the subrogation interest of Healthy Blue;
- \$250 to pay off balance of medical bill to P:Latte River Foot and Ankle (if negotiated for lesser amount, remaining amount to go to Josh Espino and/or Maria Avalos pursuant to paragraphs below);
- \$15,765.50 to Josh Espino and Maria Avalos pursuant to Neb. Rev. Stat. § 30-2603 as natural guardians and as the individuals having the care and custody of Carlos Espino to hold for the benefit of Carlos Espino. Josh Espino and Maria Avalos are obligated to apply such money for the support and education of Carlos Espino but may not pay themselves except by way of reimbursement for out-of-pocket expenses for goods and services necessary for Carlos Espino support. Any excess sums shall be preserved for future support of Carlos Espino and any balance not so used must be turned over to Carlos Espino when he attains majority; and
- \$41,666.67 to Friedman Law Offices, P.C., L.L.O to satisfy its attorney's fees in this matter; and
- \$1,334.43 to Friedman Law Offices, P.C., L.L.O. to satisfy its expenses in this matter.

Total: \$125,000.00

The same is hereby consented to, approved, and confirmed as a one-time transaction under Nebraska Revised Statutes section 30-2638.

Further, Josh Espino and Maria Avalos are hereby appointed Special Co-Conservators for the limited purposes of concluding said one-time transaction and settlement upon the basis set forth in the petition and are further ordered to execute and deliver releases completely, finally, and forever releasing Josh Espino, Maria Avalos, and their heirs, personal representatives, and assigns, as well as the respondent, Hastings Public Schools AKA Adams County School District 01-0018, and its officers, directors, shareholders, subsidiaries, and successors, of all claims and causes of action of the said protected person against the above-named party or parties on account of any and all known and unknown injuries or damages, and/or past, present or future expense, caused by the accident.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED The sum of \$55,000.00, payable to Pacific Life & Annuity Services, Inc. (Pacific Life) and delivered to the applicable licensed structured settlement broker, Chris Harlan, on or before June 26, 2024, in order to fund the purchase of an Internal Revenue Code Section 130(c) qualified structured settlement annuity from Pacific Life Insurance Company. Annuity issuer shall then make the future periodic payments to Carlos Espino as specified on the attached Exhibit SS.

Settlement funds \$70,000 to be distributed in accordance with this Order. Any remaining amount of the \$70,000 shall payable to Josh Espino and Maria Avalos pursuant to Neb. Rev. Stat. § 30-2603 as natural guardians and as the individuals having the care and custody of Carlos Espino to hold for the benefit of Carlos Espino. Josh Espino and Maria Avalos are obligated to apply such money for the support and education of Carlos Espino but may not pay themselves except by way of reimbursement for out-of-pocket expenses for goods and services necessary for Carlos Espino support. Any excess sums shall be preserved for future support of Carlos Espino and any balance not so used must be turned over to Carlos Espino when he attains majority.

Finally, the Special Co-Conservators shall provide acceptable proof to the Clerk of this Court that the settlement funds of \$55,000 have been placed into the qualified structured settlement annuity for the benefit of Carlos Espino. Upon providing such proof, the Special Co-Conservators shall be discharged from any further obligations or duties, and this case shall be terminated without need of further Order.

IT IS FURTHER ORDERED that the requirement of publication by notice is dispensed with as all interested parties have executed voluntary appearances and waivers of notice. In addition, for good cause shown, the requirements of Nebraska Court Rule 6-1449 are also waived.

IT IS SO ORDERED.

Dated June 7, 2024.

BY THE COURT:

Michael P. Burns
Adams County Court Judge



Submitted by:
Stephen A. Sael #25970
Friedman Law Office
3800 Normal Blvd., Suite 200
PO Box 82009
Lincoln, NE 68501-2009
(402) 476-1093
ssael@friedmanlaw.com

FILED
JUN . 7 2024
ADAMS COUNTY
CLERK OF THE COUNTY COURT

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made by and between Josh Espino, Maria Avalos and Carlos Espino individually collectively referred to as (“ESPINO”) and Hastings Public Schools, legally known as Adams County School District 01-0018 its agents and employees, collectively referred to as (“SCHOOL DISTRICT”).

WHEREAS, ESPINO asserted a claim for injuries resulting from the alleged negligence of Hastings Public Schools on November 4, 2021.

WHEREAS, ESPINO filed a Complaint against SCHOOL DISTRICT alleging various causes of action against SCHOOL DISTRICT for negligence in a case captioned as *ESPINO v. Hastings Public Schools*, Case No. CI 22-342, and filed in the District Court of Adams County, Nebraska (the “Lawsuit”).

WHEREAS, without admitting wrongdoing or liability, ESPINO and SCHOOL DISTRICT, collectively referred to as (“THE PARTIES”) desire to resolve ESPINO’s claims, thereby avoiding the cost and expense in connection with proceedings or litigation, and desire to put to rest the controversies between THE PARTIES;

NOW, THEREFORE in consideration of the mutual promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, ESPINO and SCHOOL DISTRICT agree as follows:

1. “SCHOOL DISTRICT” as used in this Agreement refers to Hastings Public Schools legally known as Adams County School District 01-0018, both individually, collectively and on behalf of all parent corporations, affiliates, divisions, predecessors, successors, persons, and both in their individual and official capacities all current or former employees, teachers, principals, agents, directors, administrators, officers, school board members, shareholders, subsidiaries, partnerships, joint ventures, insurers, liability pools, attorneys, and any other individual in their individual and official capacity which are related or affiliated with Hastings Public Schools.
2. “ESPINO” as used in this Agreement refers to Carlos Espino Josh Espino and Maria Avalos both individually, collectively and on behalf of any heirs, executors, administrators, and assigns.
3. This Agreement shall not in any way be construed as an admission by SCHOOL DISTRICT of any wrongdoing or any violation of any federal, state or local statute or regulation or common law, and SCHOOL DISTRICT specifically disclaims any such liability to or wrongdoing against ESPINO.
4. SCHOOL DISTRICT will pay to or on behalf of ESPINO, the total sum of ONE HUNDRED TWENTY-FIVE THOUSAND dollars (\$125,000.00) (“the Payment”), the Payment will be made as follows:

- A. A check payable to Pacific Life & Annuity Services, Inc. the amount of FIFTY-FIVE THOUSAND dollars and 00/100 (\$55,000.000).
 - B. A check payable to the Friedman Law Offices, P.C., L.L.O. IOLTA account in the amount of SEVENTY THOUSAND dollars and 00/100 cents (\$70,000.00).
5. **Structured Settlement Terms.** A structured settlement will be set up for ESPINO. Attached to this Agreement is Exhibit A and its terms are incorporated herein. The terms of the structured settlement are set forth below. If there is any conflict between these terms and Exhibit A, Exhibit A shall control.

A. **Periodic Payments:** In consideration of the release set forth and incorporated by reference, SCHOOL DISTRICT ("Insurer") will issue payment in the amount of \$55,000.00 to Pacific Life & Annuity Services, Inc. to fund periodic payments (the "Periodic Payments"), which will be paid as follows:

TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$250.00) payable monthly, beginning June 29th, 2025, guaranteed for 6 years, with the last guaranteed payment on May 29th, 2031.

FIVE HUNDRED DOLLARS AND 00/100 (\$500.00) payable monthly, beginning June 29th, 2031, guaranteed for 5 years, with the last guaranteed payment on May 29th, 2036.

THIRTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS AND 52/100 (35,781.52) paid as a guaranteed lump sum on June 29th, 2036.

All sums set forth herein constitute damages, other than punitive damages, on account of personal physical injuries and physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

- B. **Payee's Rights to Payments:** ESPINO acknowledge that the Periodic Payments cannot be accelerated, deferred, increased or decreased by ESPINO or any payee; nor shall ESPINO or any payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise. ESPINO understand that the Periodic Payments may only be paid out upon the due date and prior access to such funds is prohibited at any other time under the terms of this Agreement.
- C. **Consent to Qualified Assignment:** ESPINO acknowledge and agree that Insurer ("the Assignor"), may make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of his/her/their liability to make the Periodic Payments set forth above to Pacific Life & Annuity Services, Inc. ("The Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Assignor's (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

Any such assignment shall be accepted by ESPINO without right of rejection and shall completely release and discharge the Insurer from the Periodic Payments obligations assigned to the Assignee. ESPINO recognize that, in the event of such assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligations, and that all other releases with respect to the Periodic Payments obligations that pertain to the liability of the Insurer shall thereupon become final, irrevocable and absolute.

- D. **Right to Purchase an Annuity:** The Assignee reserves the right to fund the liability to make the Periodic Payments set forth above through the purchase of an annuity policy from Pacific Life Insurance Company (“Annuity Issuer”). The Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Assignee may have Annuity Issuer mail payments directly to the Payee(s). ESPINO or Payee(s) shall be responsible for maintaining current mailing addresses for Payee(s) with the Annuity Issuer.
- E. **Beneficiary:** Any payments to be made after the death of the Payee, pursuant to the terms of this Settlement Agreement, shall be made to such person or entity as shall be designated in writing by Payee, to the Annuity Issuer, upon reaching the age of majority. If no person or entity is so designated by Payee, or if the person(s) designated are not living at the time of the Payee’s death, such payments shall be made to the Payee’s estate. No such designation or any revocation thereof shall be effective unless it is in writing and delivered to the Annuity Issuer. The designation must be in a form acceptable to the Annuity Issuer before such payments are made.
- F. **Discharge of Obligation:** The obligation of the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment to the designated address or bank account of the Payee(s) named above.
6. The foregoing amount constitutes consideration for full and final settlement of all claims, charges, complaints or liabilities, whether known or unknown, which have been or could have been asserted by ESPINO against SCHOOL DISTRICT.
7. ESPINO agrees that within five (5) business days of receiving the Payment amount described in Paragraph 4 of this Release, ESPINO shall dismiss, with prejudice, SCHOOL DISTRICT from the Lawsuit, with THE PARTIES bearing their own attorney’s fees, costs, and other expenses. Upon the Court entering an order dismissing the School District from the Lawsuit with prejudice, THE PARTIES waive any right to file and prosecute an appeal or any post-dismissal actions.
8. ESPINO agrees that should it be determined that the payment of any sum called for in Paragraph 4 of this Agreement, or any portion thereof, constitutes amounts subject to taxation by the Internal Revenue Service, the Nebraska Department of Revenue or any other taxing authority, ESPINO shall be responsible for the payment of taxes thereon.

9. ESPINO hereby releases and discharges SCHOOL DISTRICT, without reservation or qualification, from any and all lawsuits, grievances, demands or claims, whether tort, contract or otherwise, of whatever kind or nature, whether known or unknown; or any other local, state or federal statute, common law or regulation, including any claims for injuries, pain and suffering, medical expenses, lost wages, costs, or attorney fees, as of the date of this Agreement.
10. ESPINO agrees that this Agreement encompasses a full, complete, and final settlement of any and all claims ESPINO may have against SCHOOL DISTRICT for attorney fees or costs under any theory as of the date of this Agreement.
11. ESPINO agrees they are giving up each and every Claim they might have against SCHOOL DISTRICT in any way relating to personal injuries to Carlos Espino arising from the November 4, 2021 accident. Specifically included in this, any claim for alleged negligence of SCHOOL DISTRICT, the existence of which is denied by SCHOOL DISTRICT. This release is intended to cover all injuries and damages to ESPINO that ESPINO claims SCHOOL DISTRICT is responsible for, including future developments thereof, resulting from said accident, which are now known or which may hereafter become known to the undersigned, and that ESPINO relinquishes all claims against SCHOOL DISTRICT of whatsoever nature, known or unknown, in any way growing out of or connected with injuries sustained by Carlos Espino in the November 4, 2021 accident. ESPINO intends by this Agreement to permanently release all claims of every nature whatsoever that exist or may exist against the SCHOOL DISTRICT as of the date of this Agreement, and further agrees that this Agreement should be broadly construed to that end.
12. ESPINO further hereby acknowledges they have entered into this compromise settlement with SCHOOL DISTRICT and have made, executed and delivered this release with full knowledge and understanding of its nature and legal effect. ESPINO warrants, they have read this Release and understand that it shall bind them, their heirs, legal representatives, successors, and assigns. They understand and agree to satisfy any subrogation or lien claims of any medical providers or lien holders by paying an agreed upon amount of the settlement proceeds to said medical providers or lien holders. ESPINO further understands and agrees that as part of this full Release and Settlement that they have informed SCHOOL DISTRICT that there are no claims outstanding, including claims by Medicare or Medicaid, as a result of the above-described accident, and if any such subrogation interest does exist or a claim is made after the date of this release, they shall take full responsibility for paying said claims and release SCHOOL DISTRICT from any obligation for paying said claim.
13. Further, THE PARTIES agree not to disparage the other Party for any and all issues arising out of these claims. Specifically, no party will provide information, issue statements, post on websites, listservs, or social media, or take any action, whether direct or indirect, that would cause the other party embarrassment, humiliation, or harm. To the extent this provision affects ESPINO potential rights, specifically including those under the First Amendment, ESPINO knowingly and voluntarily waives such rights and fully consents to the terms contained in this Agreement. This paragraph is considered a material term of this Agreement and if a violation occurs, the aggrieved party may seek injunctive relief and/or rescission of this Agreement.

14. ESPINO has not assigned to or given to anyone a right, claim, or cause of action covered by this Agreement.
15. If any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect, such non-enforceability shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.
16. This Agreement contains the entire Agreement between THE PARTIES and fully supersedes any and all prior agreements or understandings pertaining to the subject matter hereof.
17. This Agreement shall be governed by the laws of the State of Nebraska.
18. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

The undersigned further states that they have read and considered this Release and Settlement Agreement and have caused it to be executed on the 7th day of June, 2024.

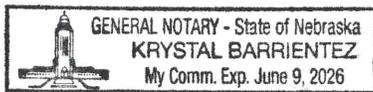
Maria Avalos
 Maria Avalos, individually and as Mother , and co-conservator of Carlos Espino.

STATE OF NEBRASKA)

COUNTY OF Adams) ss.
)

On the 7th day of June, 2024, before me personally appeared **Maria Avalos**, to me known to be the person who signed the foregoing Release and Settlement Agreement and acknowledged to me that he executed the same voluntarily and with full authority.

SUBSCRIBED and SWORN to before me this 7 day of June, 2024.



Krystal Barrientez
 Notary Public

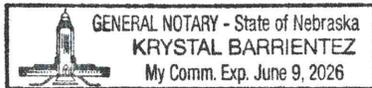
Josh Espino
 Josh Espino, individually and as Father and co-conservator of Carlos Espino.

STATE OF NEBRASKA)

COUNTY OF Adams) ss.
)

On the 7th day of June, 2024, before me personally appeared **Josh Espino**, to me known to be the person who signed the foregoing Release and Settlement Agreement and acknowledged to me that she executed the same voluntarily and with full authority.

SUBSCRIBED and SWORN to before me this 7th day of June, 2024.



Krystal Barrientez
Notary Public

EXHIBIT A

Exhibit A to the Release titled SETTLEMENT AGREEMENT AND RELEASE

1.0 Payments

In consideration of the release set forth above, the Insurer on behalf of the Defendant agrees to fund their periodic payment obligation as shown below in section 1.1 by issuing a check in the amount of \$55,000.00 payable to Pacific Life & Annuity Services, Inc. (the "Assignee")

1.1 Periodic payments made according to the schedule that follows (the "Periodic payments"):

Pay to Carlos Espino ("Payee"):

TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$250.00) payable monthly, beginning June 29th, 2025, guaranteed for 6 years, with the last guaranteed payment on May 29th, 2031.

FIVE HUNDRED DOLLARS AND 00/100 (\$500.00) payable monthly, beginning June 29th, 2031, guaranteed for 5 years, with the last guaranteed payment on May 29th, 2036.

THIRTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS AND 52/100 (35,781.52) paid as a guaranteed lump sum on June 29th, 2036.

With respect to the funding of any Periodic Payments to be purchased as part of this settlement, it is further agreed and understood that if the structured settlement is not funded by 06/28/2024 (purchase date) for any reason, including but not limited to delay in obtaining final court approval, delay in satisfying Medicare requirements, and/or any other reasonable cause, the above payment beginning dates and the first increase dates (if applicable) may be deferred the number of days needed to maintain the agreed to benefit amount(s).

All sums set forth herein constitute damages (other than punitive damages) on account of personal physical injuries and sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

2.0 Claimant's Right to Payments

None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be:

- i. Accelerated, deferred, increased or decreased by the Claimant; nor shall the Claimant have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

- ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

No Claimant or Successor Payee shall have the power to affect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void. If Payment Rights under this Agreement become the subject of a Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

3.0 Payee's Beneficiary

Any payments to be made after the death of any Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by Payee(s) to the Insurer or the Insurer's Assignee. If Payee dies while still a minor, payments shall be made to the estate of Payee. Payee, after attaining the age of majority, may request in writing a change of beneficiary designation from the owner of the annuity contract. If no person or entity is so designated by Payee(s), or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Defendant or the Defendant's Assignee. The designation must be in a form acceptable to the Insurer or the Insurer's Assignee before such payments are made.

4.0 Consent to Qualified Assignment

4.1 Claimant acknowledges and agrees that the Defendant and/or the Insurer may make a "qualified assignment" within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendant's and/or the Insurer's liability to make the Periodic Payments set forth in Section 1.1 to Pacific Life & Annuity Services, Inc. (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Defendant and/or the Insurer (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

4.2 Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the Defendant and the Insurer from the Periodic Payments obligation assigned to the Assignee. The Claimant recognizes that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that

pertain to the liability of the Defendant and the Insurer shall thereupon become final, irrevocable and absolute.

5.0 Right to Purchase an Annuity

The Defendant himself or through the Assignee reserves the right to fund liability to make the Periodic Payments through the purchase of an annuity policy from Pacific Life Insurance Company. Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The assignee may have Pacific Life Insurance Company mail payment directly to the Payee. The Payee shall be responsible for maintaining a current mailing address with the Assignee. It is agreed that the cost of purchase of an annuity policy shall be \$55,000.00 inclusive of fees, if any for the purchase of said annuity on or before 06/28/2024, by check drawn to the order of Pacific Life & Annuity Services, Inc. (Tax Identification Number: 38-4035918). The Defendant or Defendant's Insurer shall cause the premium checks needed to fund the future periodic payment obligation set forth above to be delivered to the same in a timely manner.

6.0 Discharge of Obligation

The obligation of the Defendant, the Insurer and/or Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee named in Section 1 of the Settlement Agreement, or the deposit by electronic funds transfer in the amount of such payment to an account designated by the Payee identified in Section 1.

STUDENT PROMOTION

Pupils will be enrolled in grades and classes in which they can be expected to master established District instructional/learning objectives. All pupils who are included under the compulsory school attendance law must be enrolled and required to attend all classes prescribed by the state and the District Board of Education unless exempt by the school authorities.

Students will normally progress annually from grade to grade. Exceptions may be made when, in the judgment of the principal and other professional staff, such exceptions are in the best educational interest of the students involved. Exceptions will always be made after prior notification and explanation to each student's parents. Parents may ask the Superintendent of Schools to review the recommendation and make the final the decision if they are not satisfied with the rationale.

High school students will be classified in certain grades according to the following criteria:

- Freshman (ninth-grade student) - A student in his/her first year of a four-year senior high school or a student with sufficient credits to expect graduation in four years.
- Sophomore (tenth-grade student) - A student in the second year of enrollment in a four-year senior high school who has earned sufficient credits to expect graduation in three years (55 credit hours or more).
- Junior (eleventh-grade student) - A student with two or more years of enrollment in a senior high school who has earned sufficient credit to expect graduation in two years (110 credit hours or more).
- Senior (twelfth-grade student) - A student with three or more years of enrollment in a senior high school who has earned sufficient credit to expect graduation in one year (165 credit hours or more).

Legal Reference: Neb. Statute 79-526
R.R.S. 79-443 District Board; schools; supervision
and control

Cross Reference: 100 District Organization and Basic Commitments
503 Student Attendance
509.05 Graduation

Approved 9-15-03 Reviewed _____ Revised _____

HASTINGS PUBLIC SCHOOLS

STUDENT PROMOTION

Pupils will be enrolled in grades and classes in which they can be expected to master established District instructional/learning objectives. All pupils who are included under the compulsory school attendance law must be enrolled and required to attend all classes prescribed by the state and the District Board of Education unless exempt by the school authorities.

Students will normally progress annually from grade to grade. Exceptions may be made when, in the judgment of the principal and other professional staff, such exceptions are in the best educational interest of the students involved. Exceptions will always be made after prior notification and explanation to each student's parents. Parents may ask the Superintendent of Schools to review the recommendation and make the final the decision if they are not satisfied with the rationale.

If a parent or guardian would like their student to retake a grade level, the parent or guardian must meet with the Superintendent or designee to discuss the student repeating a grade. At that meeting, the parent or guardian must provide evidence of academic needs, illness, or excessive absenteeism that would warrant the student to repeat the grade. A student in kindergarten through fourth grade may be retained due to academic needs, illness, or excessive absenteeism. A student in grades fifth through twelfth grade may be retained due to excessive absenteeism. At such meeting, the Superintendent or designee shall identify any alternative educational opportunities, including remedial instruction, if applicable, and verify any special education supports available to such student. If the student's parent or guardian still intends for their student to repeat a grade, such parent or guardian shall then complete the required form and return such form to the District. Upon completion of the form and if all requirements pursuant to this policy and law are met, the District shall permit the student to repeat the student's grade for the next school year.

High school students will be classified in certain grades according to the following criteria:

- Freshman (ninth-grade student) - A student in his/her first year of a four-year senior high school or a student with sufficient credits to expect graduation in four years.
- Sophomore (tenth-grade student) - A student in the second year of enrollment in a four-year senior high school who has earned sufficient credits to expect graduation in three years (55 credit hours or more).
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Legal Reference: Neb. **Rev.** Stat. Sec. 79-526
 R.R.S. 79-443 District Board; schools; supervision
 and control

Cross Reference: 100 District Organization and Basic Commitments
 503 Student Attendance
 509.05 Graduation

Approved 9-15-03

Reviewed 06-13-24

Revised 06-17-24

HASTINGS PUBLIC SCHOOLS

Instruction

Classroom Environment

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems. Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

The District will only permit the Gall-Peters projection map (or a similar cylindrical equal-area projection map) or the AuthaGraph projection map for display or use in the classroom.

Legal Reference: Neb. LB 1329 (2024)

Approved _____ Reviewed _____ Revised _____

HASTINGS PUBLIC SCHOOLS

Firearm Policy

It shall be the policy of the Hastings Public Schools to undertake all reasonable efforts to prohibit the unlawful possession, the knowingly and intentionally selling, attempting to sell, providing, loaning, delivering, or in any other way transferring the possession of a firearm to a juvenile, and to prevent the unlawful possession of a firearm, including concealed firearms, in a school, on school grounds, in a school owned vehicle, or at a school sponsored activity or athletic event. This policy shall not apply to the issuance of firearms to or possession by members of the Armed Services of the United States, active or reserve, National Guard of the State, or reserve officers training corp, peace officers, or other duly authorized law enforcement officers when on duty or training or when contracted by a school to provide school security or school event contract services. Further, nothing in this policy shall be construed to require school action when a firearm is lawfully possessed by a person receiving instruction, or instruction under the immediate supervision of an adult instructor, or as to firearms contained within a private vehicle operated by a non-student adult when the firearm is not loaded, is encased, and is either in a locked firearm rack that is on a motor vehicle or is in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied or otherwise fastened with no part of a firearm exposed.

Any unlawful use or possession of a firearm, including concealed firearms, as described in this policy and as described by statute shall as soon as is reasonably possible be reported to an appropriate peace officer. Nothing in this policy shall be construed to prevent the district from carrying out regular disciplinary procedures as have been adopted by the Board of Education or as otherwise authorized by law.

Legal Reference: Neb. Rev. Stat. Sec. 28-1204.04

Approved _____ Reviewed _____ Revised _____

HASTINGS PUBLIC SCHOOLS

CERTIFICATED EMPLOYEE PROFESSIONAL GROWTH

Given the fundamental purpose of the Hastings Public Schools to assure exceptional student learning, certificated staff members must continually engage in activities to learn and grow professionally.

A certificated staff member must strive to improve his or her expertise in all aspects of his or her work. By doing so, each certificated staff member attains a proper position within the learning community, models lifelong learning for students, and changes his or her practice to meet the learning needs of the students he or she serves. A state statute that requires a permanent certificated employee to provide evidence of professional growth every six (6) years reinforces the importance of the continuous professional learning and growth of certificated staff members while establishing a minimum level for that learning and growth.

To encourage the professional development of certificated staff members, the Hastings Public Schools will:

- maintain a learning community committed to continuous improvement, collective responsibility, and goal alignment;
- retain skillful leaders who develop capacity, advocate, and create support systems for professional learning;
- prioritize, monitor, and coordinate resources for professional learning;
- use a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning;
- integrate theory, research, and models of human learning to achieve the intended outcomes of the District;
- apply research on change and sustain support of professional learning for long-term change; and
- align the outcomes intended with standards of educator performance and student curriculum standards.

Reference: Standards for Professional Learning, Learning Forward, 2011

Legal Reference: R.R.S. 79-830 Permanent Certificated Employee; Evidence of Professional Growth Required

Approved 11-18-02 Reviewed 07/16/12 Revised 08/20/12

HASTINGS PUBLIC SCHOOLS

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- integrate theory, research, and models of human learning to achieve the intended outcomes of the District;
- apply research on change and sustain support of professional learning for long-term change; and
- align the outcomes intended with standards of educator performance and student curriculum standards.

At least annually, the administration will present to the Board the planned staff training as required by law. The Board will then approve those training requirements if the Board determines that the length of each training is reasonable.

Reference: Standards for Professional Learning, Learning Forward, 2011

Legal Reference: R.R.S. 79-830 Permanent Certificated Employee; Evidence of Professional Growth Required
LB 1329 (2024)

Approved 11-18-02 Reviewed 07/16/12; 07/11/24 Revised 08/20/12; 07/15/24

HASTINGS PUBLIC SCHOOLS

Administrative Resignation/Release/Retire(s)					
Name	Assignment/Building		FTE	Effective	Replaces/Reason
No Resignation/Release/Retire(s)					
Administrative Transfer(s)					
Name	Former Assignment/Building	New Assignment/Building		Effective	Replaces/Reason
No Transfer(s)					
Administrative New Hire(s)					
Name	Assignment/FTE/Building	Effective	Degree/Level	College/University	Replaces/Reason
No New Hire(s)					
Certificated Resignation/Release(s)					
Name	Assignment/Building		FTE	Effective	Replaces/Reason
Michelle Valdez	English/Senior High		1		Was new hire for 24-25; cannot fill position due to Extenuating Circumstances
Certificated Transfer(s)					
Name	Former Assignment/Building	New Assignment/Building		Effective	Replaces/Reason
No Transfer(s)					
Certificated New Hire(s)					
Name	Assignment/FTE/Building	Effective	Degree/Level	College/University	Replaces/Reason
Suzanne Anstine	0.3 FTE Special Education/Senior High	8/6/2024			Hannah Hixon/Resign
Extra Standard Resignation/Release(s)					
Name	Assignment/Building			Effective	Replaces/Reason
No Resignation/Release/Retire(s)					
Extra Standard Transfer(s)					
Name	Former Assignment/Building	New Assignment/Building		Effective	Replaces/Reason
No Transfer(s)					
Extra Standard New Hire(s)					
Name	Assignment/Building	Level		Effective	Replaces/Reason
Nicki Classen	Learning Team Liaison/Lincoln	Learning Team Liaison Stipend		8/10/2024	Kailey Rayburn/Resign
Will Henly	Assistant Debate	CAT A, Lvl 1		8/10/2024	Nicole Williamson/Resign
Classified Resignation/Release(s)					
Name	Assignment/Building		FTE	Effective	Replaces/Reason
Dylan Busch	Plumber/Maintenance		1.0	7/5/2024	Resign
Chelsea MacCann	Office Paraeducator/Middle School		1.0	5/22/2024	Resign
Josh Schutt	Night Custodian/Senior High		1.0	7/9/2024	Resign
Lidia Tucker	Skills 2 Paraeducator/Hawthorne		1.0	5/22/2024	Resign
Classified Transfer(s)					
Name	Former Assignment/Building	New Assignment/Building	FTE	Effective	Replaces/Reason
Matt Griess	Maintenance Supervisor/Districtwide	Assistant Director of Operations/Districtwide	1	7/10/2024	Promotion

Classified New Hire(s)

Name	Assignment/Building	FTE	Effective	Replaces/Reason
Sarah Bernard-Stevens	9 mo. Bus Driver/Transportation	1.0	TBD	Toni Heather/Resign
Brad Duhachek	Night Custodian/Senior High	1.0	TBD	Josh Schutt/Resign
River Frase	Night Custodian/Senior High	1.0	TBD	Colton Shore/Resign

CERTIFICATED OPEN POSITIONS

NAME	POSITION	RESIGNATION/TERM DATE
EMILY THOMAS/MICHELLE VALDEZ	HHS - English	03-07-2024
AMANDA COLLINS TXFR to LONGFELLOW	HHS - Special Education Skills 3	04-30-2024
ELLE STRODA TXFR to ALCOTT SPED	Alcott - Life Skills	03-26-2024
DANIELLE TUBERGEN TXFR to LINCOLN SPECIAL EDUCATION	Lincoln - Kindergarten	04-02-2024
SCOTTIE HEIL TXFR to WATSON INSTRUCTIONAL FACILITATOR	Watson - Grade 3	04-19-2024
ELIZABETH SENSEMAN	Watson - Grade 4	03-28-2024
ANA VASQUEZ	Lincoln - School Psychologist	08-09-2022
MELISSA BLAKE	Speech Language Pathologist	05-19-2023
EMILY HASS	Speech Language Pathologist	05-19-2023
JAMIE LEPANT	Speech Language Pathologist	05-19-2023
KELSEY STOKELY	Speech Language Pathologist	05-19-2023

CLASSIFIED OPEN POSITIONS

NAME	POSITION	RESIGNATION/TERM DATE
ANN WOLF	HHS Skills 3 Paraeducator	4-30-2024
RUTH LEMKE	HHS Special Education Paraeducator	04-13-2023
MS - EL PARA (MARTINEZ-ALVARADO)	HMS EL Paraeducator	05-22-2024
MS - OFFICE PARA (MACCAN)	MS Office Paraeducator	05-22-2024
ABBY SCHNEIDER	Alcott Administrative Assistant	05-22-2024
	LI - SPED PARA (NEW)	
	LI - SPED PARA (NEW)	
REBECCA CRANDELL	Lincoln Title Paraeducator	01-26-24
JULIE KRANAU	Lincoln Title Paraeducator	08-10-2023
KEN MCKENZIE	Watson Library Paraeducator	5-30-2024
STEVE KATHMAN	District 12 Month Bus Driver	05-21-2024
JULIE CHANCE OSSOWSKI	District Bus Monitor	05-21-2024
VICKI KRUEGER	District 9 Month Bus Driver	05-22-2024
	DIST - PART TIME BUS DRIVER (NEW)	
DYLAN BUSCH	District Maintenance - Plumber	07-05-2024
LIDIA TUCKER	Hawthorne Skills Paraeducator	06-28-2024
JASMIN LARA	Hawthorne Technology Paraeducator	05-22-2024

EXTRA-STANDARD OPEN POSITIONS

NAME	POSITION	RESIGNATION/TERM DATE
SETH KIRKEGAARD	HHS - Assistant Boys Basketball	08-082024
MEAGAN BLODGET	HHS - Assistant Swimming & Diving	09-29-2022
HANNAH MORAN	MS - Assistant Girls Track	08-10-2024
KALEE REAMS	Watson - Future Problem Solvers	06-09-2024