

Monthly Board Meeting

Monday, December 8, 2025 6:00 PM

Board of Education Office, 1619 S. Old Hwy 75, Sabetha, KS 66534

Attendance Taken at 6:00 PM. Phillip Buessing: Present, Todd Grimes: Present, Stan Keim: Present, Kathy Lippert: Present, Doug Renyer: Present, Jim Scoby: Present, Leslie Scoby: Present. Present: 7.

1. Call Meeting To Order

Discussion: President Leslie Scoby called the meeting to order at 6:00 p.m. She led the meeting with the Pledge of Allegiance. Jim Scoby led the prayer. Also in attendance were Superintendent Rob McKim, Board Clerk Deb Damman, and others listed on the attached sign-in sheet.

2. Approve Agenda As Presented Or Amended

Action(s):

I make a motion to approve the agenda as presented. This motion, made by Kathy Lippert and seconded by Stan Keim, Carried.

Voting Summary: Yea: 7, Nay: 0

3. Public comment Description:

READ BY BOE PRESIDENT:

The board appreciates patrons taking time to talk to us about our policies and procedures. We are setting aside this time to hear from the public. Your comments should be directed towards board policies or the procedures our administrators establish to carry out those policies.

This is not an appropriate time or place for patrons to make comments of a personal nature about any district employee or student. Persons making comments which violate the privacy rights of district employees and students will be asked to stop speaking or cease their remarks. If a patron or parent has a concern with one or more employees, the board will refer that person to the appropriate administrator, and the board will follow up at a future meeting.

Persons speaking will be allowed three (3) minutes each to express their opinions. In cases where a large number of patrons have similar opinions, a single speaker should be chosen to represent the larger group.

Thank you for taking your time to discuss district business with the board.

- Members of the Public
- Student Council
- PTO

- **Site Council**
- **Booster Club**
- **PHEA**
- **USD 113 Foundation**
- **Legislative Update**
- **Other Student Groups**

Discussion: No members from the public asked to speak.

4. Administrative Reports:

Description: Whitney McGinnis - Axtell

Nate Bauman - SHS

Matt Garber - SMS

Andrew Lillie -SES

Lisa Suhr

Discussion: Principal McGinnis reported that there were 350 turkey lunches at the APS Community Thanksgiving dinner.

5. Consent Agenda

Description:

- Approve Minutes from November 10, 2025
- Approve Financial Reports
 - SHS
 - SMS
 - SES
 - USD #113
- Approve payment of November bills for the amount of \$1,033,030.84
- Approve November payroll for the amount of \$499,056.35
- Approve the following donations:
 - Hartter Feed and Seed - \$700 - SHS FFA; \$300 SHS Odyssey/Infinity
 - Apostolic Christian Home, Inc. - \$300 - SHS Musical
 - Kiwanis - \$500 - SHS HOSA
 - Ed Holdbrook Trust - \$350 - SHS Library board
 - Axtell Booster Club - \$1887 - Athletic iPads
- Resignations: Claire Renyer - SMS Volleyball; Jennifer Lierz - Axtell Instructional Support Staff; Lisa Suhr - Director of Student Learning
- Contracts

- LWOP request
- Facility Use form approval - Sabetha Playground Partners, Berwick Oil Company

Action(s):

I make a motion to approve the consent agenda as presented. This motion, made by Kathy Lippert and seconded by Stan Keim, Carried.

Voting Summary: Yea: 7, Nay: 0

6. Appoint new 113 foundations members from USD 113 board members.

Action(s):

I make a motion to approve Leslie Scoby and Tim Aberle to be the USD 113 school board member representatives on the USD 113 foundation board. This motion, made by Kathy Lippert and seconded by Todd Grimes, Carried.

Voting Summary: Yea: 7, Nay: 0

7. Discuss KESA (Kansas Education Systems Accreditation) action plan

Discussion: Lisa Suhr distributed a draft of the USD 113 KESA Action Plan and presented it to the Board for review and questions. The Board will be asked to approve it at a future meeting. A copy of the plan is attached to these minutes.

8. KASB policy updates - First read

Discussion: Mr. McKim outlined new KASB recommended policies. The Board was asked to review the policies to either accept or reject them at a future meeting.

A couple of highlights for the Board to focus on:

- Use of Artificial Intelligence -- the district adopted a policy last year. This may be a chance to update it.
- Human Sexuality -- district does not currently have a policy
- Activity Participation and/or Religious Objections to Activities
- Interrogation and Investigations any time a law enforcement officer is involved

9. Discuss Supplemental position baselines

Discussion: Mr. McKim asked the Board to review the Supplemental position baselines that were presented.

10. Superintendent report

10.A. Potential Capital Outlay purchase

Discussion: Mr. McKim asked the Board for permission to purchase a bus when a good deal is available. The bus purchase is in the Capital Outlay Plan.

Action(s):

I make a motion to give Mr. McKim the ability to purchase a bus up to \$110,000. This

motion, made by Phillip Buessing and seconded by Kathy Lippert, Carried.

Voting Summary: Yea: 7, Nay: 0

10.B. Inclement Weather procedures

Discussion: Mr. McKim went over the Inclement Weather procedures, and explained that the main concern is if it's reasonably safe to drive. Mr. McKim will work with the District Transportation Supervisor and County Road crews when determining inclement weather closures. During cold weather, the diesel buses may not run, which is also a consideration. He checks the 7:00 a.m. and at 7:00 p.m. the night before for weather forecasts, and will try to let families know by 9:00 p.m. if possible, or no later than 6:00 a.m. if school will be closed. A textcaster will be sent to staff, to parents, and radio stations will be notified.

11. Board Business

11.A. Response to Public Comment

11.B. Recognitions

Discussion: Leslie Scoby thanked Phillip and Doug for their service and commitment to students in the district

Kathy thanked those on the donation list, and noted the importance of communities that support our schools

Leslie thanked parents, teachers, and students for the support given to each other during the trying time in the community

Leslie thanked Lisa Suhr as an excellent science teacher, tech guru, and Director of Student Services.

Stan thanked Rob and everyone for all their help with the ball field upgrades.

12. Executive Session

12.A. Personnel exception

Action(s):

I make a motion to enter into executive session for the purpose of discussing non-elected personnel for 20 minutes, returning at 7:15, with Superintendent McKim. This motion, made by Kathy Lippert and seconded by Todd Grimes, Carried.

Discussion: Mr. McKim left the executive session at 7:00 p.m.

Voting Summary: Yea: 7, Nay: 0

I move to return to regular session. This motion, made by Kathy Lippert and seconded by Phillip Buessing, Carried.

Voting Summary: Yea: 7, Nay: 0

13. Action from Executive Session

Action(s):

I make a motion to approve the transfer of Kaitlin Shafer to board clerk/business manager starting January 5, 2026. This motion, made by Kathy Lippert and seconded by Jim Scoby, Carried.

Voting Summary: Yea: 7, Nay: 0

14. Adjourn

Discussion: The meeting adjourned at 7:16 p.m.

Action(s):

I make a motion to adjourn. This motion, made by Kathy Lippert and seconded by Todd Grimes, Carried.

Voting Summary: Yea: 7, Nay: 0

Board President

Board Clerk

Monthly Board Meeting

Monday, November 10, 2025 6:00 PM

Board of Education Office, 1619 S. Old Hwy 75, Sabetha, KS 66534

Attendance Taken at 6:00 PM. Phillip Buessing: Present, Todd Grimes: Present, Stan Keim: Present, Kathy Lippert: Present, Doug Renyer: Absent, Jim Scoby: Present, Leslie Scoby: Present. Present: 6, Absent: 1. Board member Kathy Lippert attended by phone. Also present were Superintendent Rob McKim, Board Clerk Deb Damman, and others on the attached sign-in sheet.

1. Call Meeting To Order

2. Approve Agenda As Presented Or Amended

Action(s):

I make a motion to approve the agenda as presented. This motion, made by Jim Scoby and seconded by Todd Grimes, Carried.

Voting Summary: Yea: 6, Nay: 0, Absent: 1

3. Public comment

Description:

READ BY BOE PRESIDENT:

The board appreciates patrons taking time to talk to us about our policies and procedures. We are setting aside this time to hear from the public. Your comments should be directed towards board policies or the procedures our administrators establish to carry out those policies.

This is not an appropriate time or place for patrons to make comments of a personal nature about any district employee or student. Persons making comments which violate the privacy rights of district employees and students will be asked to stop speaking or cease their remarks. If a patron or parent has a concern with one or more employees, the board will refer that person to the appropriate administrator, and the board will follow up at a future meeting.

Persons speaking will be allowed three (3) minutes each to express their opinions. In cases where a large number of patrons have similar opinions, a single speaker should be chosen to represent the larger group.

Thank you for taking your time to discuss district business with the board.

- Members of the Public
- Student Council
- PTO

10. Board Business

10.A. Response to Public Comment

Discussion: President Scoby thought there was excellent parent-teacher conference participation. She thanked Axtell Booster Club, Sunflower Community Credit, and Kansas Insurance Group for their donations. She also thanked the Principals for a good start to the year.

10.B. Board member recognitions

11. Executive Session

11.A. Attorney-Client privilege

Action(s):

I move that we go into executive session using the Attorney-Client exception for 15 minutes to include Mr. McKim and Martin Mishler via zoom. This motion, made by Todd Grimes and seconded by Stan Keim, Carried.

Voting Summary: Yea: 6, Nay: 0, Absent: 1

I move that we return to regular session. This motion, made by Phillip Buessing and seconded by Todd Grimes, Carried.

Voting Summary: Yea: 6, Nay: 0, Absent: 1

I move to go into executive session using the Attorney-Client exception for 5 minutes with Mr. McKim and Martin Mischler. This motion, made by Jim Scoby and seconded by Phillip Buessing, Carried.

Voting Summary: Yea: 6, Nay: 0, Absent: 1

I move to return to regular session. This motion, made by Phillip Buessing and seconded by Todd Grimes, Carried.

Voting Summary: Yea: 6, Nay: 0, Absent: 1

11.B. Student Exception

Action(s):

I move that we go into executive session using the student exception for 15 minutes to include Mr. McKim and Mr. Garber. This motion, made by Todd Grimes and seconded by Stan Keim, Carried.

Voting Summary: Yea: 6, Nay: 0, Absent: 1

I move to return to regular session. This motion, made by Phillip Buessing and seconded by Todd Grimes, Carried. Kathy Lippert, attending by phone, was not available for the vote but was present for the executive session.

Voting Summary: Yea: 5, Nay: 0, Absent: 2

I move that we go into executive session using the personnel exception for 15 minutes to include Mr. McKim and Mr. Garber. This motion, made by Todd Grimes and seconded by Phillip Buessing, Carried. Kathy Lippert, attending by phone, was not available for the vote but was present for the executive session.

Voting Summary: Yea: 5, Nay: 0, Absent: 2

I move to return to regular session. This motion, made by Todd Grimes and seconded by Phillip Buessing, Carried. Kathy Lippert, attending by phone, was not available for the vote but was present for the executive session.

Voting Summary: Yea: 5, Nay: 0, Absent: 2

I move to return to executive session using the student exception for 5 minutes with Mr. McKim and Mr. Garber. This motion, made by Todd Grimes and seconded by Phillip Buessing, Carried. Kathy Lippert, attending by phone, was not available for the vote but was present for the executive session.

Voting Summary: Yea: 5, Nay: 0, Absent: 2

I move to return to regular session. This motion, made by Phillip Buessing and seconded by Todd Grimes, Carried.

Voting Summary: Yea: 6, Nay: 0, Absent: 1

11.C. Personnel Exception

Action(s):

I move that we go into executive session using the personnel exception for 10 minutes to include Mr. McKim. This motion, made by Todd Grimes and seconded by Phillip Buessing, Carried.

Voting Summary: Yea: 6, Nay: 0, Absent: 1

I move to return to regular session. This motion, made by Phillip Buessing and seconded by Todd Grimes, Carried.

Voting Summary: Yea: 6, Nay: 0, Absent: 1

12. Any action following executive session

Action(s):

I move to authorize an agreement between USD 113 and Sabetha Area Amateur Baseball Association (SAABA) for USD 113 to act as the fiscal agent as a party to a contract to install improvements to the Somerset Park Baseball complex with Mammoth Sports Construction, LLC; and, to enter into a long-term lease for the use of Somerset Park Baseball complex by USD 113. This motion, made by Todd Grimes and seconded by Phillip Buessing, Carried.

Voting Summary: Yea: 6, Nay: 0, Absent: 1

13. Adjourn

Discussion: The meeting adjourned at 7:58 p.m.

Action(s):

I move to adjourn. This motion, made by Phillip Buessing and seconded by Todd Grimes, Carried.

Voting Summary: Yea: 6, Nay: 0, Absent: 1



Board President



Board Clerk

[illegible]

AGREEMENT FOR DESIGN, INSTALLATION, MAINTENANCE AND FACILITY USE

THIS AGREEMENT ("Agreement") effective as of the date of the last signing party below ("Effective Date") is made and entered by and between Sabetha Area Amateur Baseball Association, a Kansas not-for-profit corporation, by Paul Herl, President, hereinafter "SAABA", and U.S.D. #113 Prairie Hills, a Kansas unified school district, by Leslie Scoby, Board President, hereinafter "U.S.D. #113".

WHEREAS, SAABA owns and operates a ballfield sports complex located at Somerset Park, Somerset Addition to the City of Sabetha, Kansas (the "Sports Complex"). The Sports Complex includes a ballfield along with parking, driveways, and various other buildings and improvements for facility.

WHEREAS, SABBA has committed to contribute up to \$1,268,000.00 ("SABBA Contribution") toward a Sports Complex improvement project including for purposes of having an artificial turf infield installed on the baseball field, along with other possible improvements to the Sports Complex.

WHEREAS, the School also has committed to contribute personnel resources ("School Contribution") toward the Sports Complex improvement project including for purposes of having an artificial turf infield installed on the baseball field, along with other possible improvements to the Sports Complex.

WHEREAS, in the spirit of public-private partnerships" and as such, SAABA and the School are pooling their contributed funds and resources and collaborating hereunder in an effort to carry out that intent and encouragement, and jointly desire to enter into this Agreement to establish a joint endeavor for the purpose of constructing, providing, maintaining, and operating, the Sports Complex improvement project to the baseball field for the joint and collaborative use of the facilities for their programs and to provide for the rights and privileges of the parties in regard thereto.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article I General Terms

1.1 Purpose. A mutual and joint endeavor is hereby established between the parties to provide pooling of contributed funds and/or resources, and collaboration for improvements to the Sports Complex. Except as it may be so recognized by law, the mutual endeavor shall not be a partnership, a joint venture or separate legal entity to

conduct the cooperative undertaking by the parties under this Agreement.

1.2 Duration. This Agreement shall be in full force and effect for a period ending on the earlier occurring of the following events, unless terminated early as provided herein: (a) fifteen

(15) years from the Effective Date or (b) the useful life of the artificial turf on the baseball field as determined by the Program Administrators (defined below). For purposes of this paragraph, the useful life of the artificial turf shall be that point where the artificial turf cannot be repaired, or components replaced in a manner or way, which allows the playing surface to be safe. Unless otherwise determined by the Program Administrators, the mere repair to, reconditioning of, or replacement of components, such as batters' boxes and/or pitching areas, shall not be deemed the end of the useful life of the artificial turf.

1.3 Program Administrators. Program Administrators shall administer the mutual endeavor of the parties pursuant to the terms of this Agreement. SAABA and USD #113 shall each designate a Program Administrator who shall be the designated representative of the respective party and who shall be responsible for the management of this Agreement. The administrator may be changed from time to time by any party appointing such administrator upon no less than seven (7) days advance written notice to the other parties. The Program Administrators shall have the duties, power and authority provided in this Agreement, or as may be delegated to the Program Administrators by the respective parties from time to time. Unless otherwise provided herein, any action taken by the Program Administrators shall be approved by all Program Administrators. The Program Administrators shall have regular meetings as mutually agreed upon. The Program Administrators shall keep a record of all business conducted and agreed upon, and of any and all transactions and proceedings occurring at the meetings or as a result of this Agreement.

Article II **Design, Construction and Installation**

2.1 Improvement Project. The installation and construction improvement project, for purposes of this Agreement, shall be a combined project consisting of the construction and installation of artificial turf, and other related improvements, on and to the baseball field ("Project").

2.2 Turf and Field Improvement Design. The Parties shall coordinate with Mammoth Sports Construction, LLC for purposes of initial input on the type of artificial turf for the infield of the baseball field. The Parties shall keep the Trust Program Administrators reasonably informed on the progress of design plans and specifications, preliminary construction schedule(s), and preliminary opinions or estimates of costs of construction prepared by Mammoth Sports Construction, LLC.

2.3 Construction Budget. The Parties are jointly are committing a combined total amount of \$1,268,000.00 for the Project. Each Parties commitment for construction shall be as follows: SAABA commits \$1,268,000.00 and USD #113 commits personnel time and resources and agrees to act as the fiscal agent in the contract with Mammoth Sports Construction, LLC.

2.4 Construction. Upon authorization to proceed from the parties Program Administrators based upon final cost estimates, plans and specifications for the Project, the School shall be the lead entity / owner's representative on behalf of the joint endeavor under this Agreement, and shall contract for the construction and installation Project. The School shall be the primary contracting party and point of contact with the Contractor. The Program Administrators shall approve the Contractor contract before execution by the School. Any change orders, construction change directives or other amendments or modifications to the Construction contract shall be approved by the Program Administrators.

Article III Fiscal Matters

3.1 Fiscal Agent and Construction Fund. The School shall be the fiscal agent for purposes of the Project and payments for the Project. The School shall establish and administer a separate Construction Fund within the School's building fund or other school fund for purposes of the Project. As of the Effective Date, it is the intent of the parties that SAABA's Contribution amount will be deposited with USD #113 for purposes of USD #113 making reimbursement payments to the School for design and/or construction of the Project defined herein.

3.2 Accounting. The School shall maintain the Construction Fund and shall keep and maintain adequate records pertaining to the Construction Fund and provide an accounting and such other reports to the Trust Program Administrators as agreed upon on request. Any monies remaining in the Construction Fund upon completion of the Project shall be, upon final accounting, paid to SAABA to be held in a separate account maintained by SAABA and used solely for purpose Sports Complex maintenance and repairs, as outlined in Article IV below.

Article IV Operations

4.1 Baseball Field Use. During the term of this Agreement, the Program Administrators shall coordinate Baseball Field use which shall be subject to the separate written lease agreement between the parties dated November ____, 2025.

4.2 Admissions Ticketing. The Parties shall each have the right to charge spectator admissions for any events held or sponsored by a Party, respectively, at the Baseball

Field. All admissions charged and received by either Party shall be retained by that Party respectively.

4.3 Concessions. Each party shall be responsible to provide personnel and supplies to operate admissions and concessions during the respective parties' use of the Sports Complex.

4.4 Alcohol. There shall be no alcohol allowed or sold in the Sports Complex.

4.5 Signage and Advertising. The parties understand that signage and advertising could be a valuable revenue source for purposes of future improvements, maintenance and replacements for the Baseball Field and other amenities within the Sports Complex. SAABA shall develop a plan for potential signage and other advertising mechanisms within the Sports Complex to be used for future improvements, maintenance and replacements and shall have full control over the signage and advertising at the field.

Article V **Maintenance and Replacements**

5.1 Sports Complex Maintenance. Except as otherwise provided herein, SAABA, at its sole cost and expense and to the extent of its financial ability, shall be responsible for all maintenance, replacements, improvements and up-keep to the Sports Complex, including without limitation the Baseball Field and Accessory Facilities. The Program Administrators shall determine on an annual basis the means and methods to ensure maintenance at the Sport Complex is performed and the party responsible to perform such maintenance.

5.2 Artificial Turf Field Maintenance. Due to the limited life cycle expectancy of artificial turf, the parties understand and agree as follows. Components of the artificial turf installed on the Baseball Field will need to be replaced on a regular basis, including but not limited to the pitcher's area and batters' box areas. The Program Administrators shall determine what artificial turf components should be replaced and a replacement schedule or timeline. The costs to replace these limited components shall be paid by the Parties, as agreed. The parties understand and acknowledge that the useful service life of artificial turf is approximately ten (10) to fifteen (15) years. When it is determined that the entire artificial turf surface on either the Baseball Field or the Softball Field should be replaced, the Program Administrators shall meet to determine whether funding exists for such a replacement project.

5.3 Sports Complex General Maintenance. The Program Administrators shall develop a plan and schedule for how such unanticipated maintenance, improvements and/or upkeep shall be performed. Additionally, after every School baseball practice and game, the School shall be responsible for ensuring the following: (a) that all trash on or around the Baseball Field, as the case may be, including the dugouts and bleachers, has been removed

and disposed of in trash receptacles within the Sports Complex within 24 hours after the event.

Article VI **Miscellaneous**

6.1 **Law.** The parties shall comply with all applicable federal, state and local laws, regulations and ordinances, as may be amended from time to time, with respect to access to and use of the facilities and spaces described herein which are the subject of this Agreement. During the School's use of the Baseball Field, the Parties further agree to follow all School policies and regulations. The Parties shall be responsible for ensuring that each party's respective officers, administrators, employees, coaches, students, volunteers, and invited guests also comply with the foregoing. Without limiting the foregoing, the parties shall ensure compliance with the School's policies regarding alcohol, smoking, any other illegal substances, and weapons. The Parties may, from time to time, implement rules, regulations, and directives regarding the use of their respective properties. The Parties understand and agree that each party, on behalf of itself and its respective related parties, will follow and abide by such rules, regulations or directives.

6.2 **Insurance.** During the duration of this Agreement, each party shall obtain and maintain, at its own cost and expense, insurance to protect against the activities and obligations of the Trust under this Agreement.

6.3 **Indemnification.** Except as otherwise provided in this Agreement, each party, to the fullest extent allowed by law, shall indemnify, defend and hold harmless the other party, its board of education, administrators, employees, coaches, students, agents, and representatives from and against any and all liability, costs, damages, claims, causes of action, or losses for personal injury and/or property damage arising out of or related to the respective parties' use, occupancy or operations on and at the Sports Complex only to the extent caused by the negligent acts or omissions of that party or for any breach of the obligations of that party under this Agreement; provided however, the indemnifying party shall not indemnify or hold harmless the other party for any matter to the extent caused by the negligent acts or omissions of that party..

6.4 **Notice.** Any written notice given or required to be given shall be deemed as given when personally delivered or when deposited in the United States postage prepaid and addressed to any Party at the address shown below. Any party may change its address shown below by giving written notice of such change to the other parties.

SAABA:
Paul Herl
1249 N. 9th St.

Sabetha, KS 66534

USD #113

Rob McKim, Superintendent

1619 South Old Highway 75

Sabetha, KS 66534

6.5 Default. In the event that any party shall fail to satisfy or comply with any of its material obligations hereunder, a non-defaulting party may give the defaulting party ten (10) calendar days written notice of such default and opportunity to cure. In the event that the defaulting party does not cure any such default within such ten (10) calendar day period, then, in addition to any actions a non-defaulting party may take to enforce the terms of this Agreement, the non-defaulting may terminate this Agreement.

6.6 Termination. This Agreement may be terminated upon the occurrence of one or more of the following events: Default by either of the parties hereto which is not corrected upon 30 days written notice.

6.7 Force Majeure. No party shall be liable or responsible to any other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following: acts of God; flood, fire, earthquake or explosion; war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; government order or law; action by any governmental authority; national or regional emergency; epidemic, pandemic or similar influenza or bacterial infection and shortage of power or transportation facilities.

6.8 Waiver. The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition; but the obligations of such party with respect thereto shall continue in full force and effect.

6.9 Successors and Assigns. This Agreement shall insure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.

6.10 Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to this Agreement except in writing signed by all parties.

6.11 Non-Assignment. No party may sell, transfer, mortgage, encumber, sublet, or assign its interest in this Agreement without prior written consent of the Program Administrators, which such consent may be withheld in the sole discretion for any reason.

6.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Exclusive venue for all disputes between the parties arising under this Agreement shall be in the courts located in Nemaha County, Kansas.

6.13 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

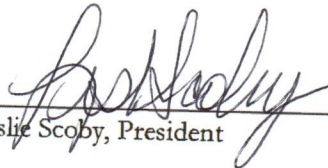
IN WITNESS WHEREOF, the above-named parties have caused this Agreement to be executed by the authorized officer(s) this 17 day of November, 2025.

SAABA
Sabetha Area Amateur Baseball Association



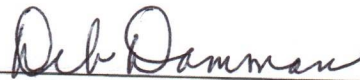
By: Paul Herl, President

U.S.D. #113
U.S.D. #113 Prairie Hills



By: Leslie Scoby, President

ATTEST:



By: Deb Damman, Board Clerk

AGREEMENT TO LEASE BASEBALL FIELDS

For and in consideration of the sum of One Dollar and Other Good and Valuable Consideration to the undersigned paid, the receipt of which is hereby acknowledged, the undersigned, Sabetha Area Amateur Baseball Association, a Kansas not-for-profit corporation, by Paul Herl, President, hereinafter "SAABA", and U.S.D. #113 Prairie Hills, a Kansas unified school district, by Leslie Scoby, Board President, hereinafter "U.S.D. #113"; hereby enter into an agreement to outline the responsibilities of the respective parties in regard to the lease of certain real property by SAABA to U.S.D. #113 for the sport of boy's baseball, hereinafter referred to as "Baseball Program".

WHEREAS, the SAABA has a baseball field and indoor practice facility suitable for use for the sport of boy's baseball, and U.S.D. #113 has decided to offer the sport of boy's baseball, and each party is desirous of entering into an Agreement whereby each party assumes certain liabilities and responsibilities for the Baseball Program; and,

WHEREAS, the parties hereto had previously entered into a lease agreement for the use of the baseball fields, which lease has been updated as set out herein; and,

WHEREAS, each party warrants and agrees that the entity represented herein is properly constituted and formed pursuant to applicable Kansas law, that the entity is in good standing with the Kansas Secretary of State, and that there is no legal impediment to the ability of the entity to enter into this Agreement.

NOW, THEREFORE, it is hereby agreed that:

1. SAABA shall lease to U.S.D. #113 certain real property, more fully described as follows:

Somerset Park, Somerset Addition to the City of Sabetha, Nemaha County,
Kansas, and the adjacent indoor practice facility,

which shall be used for the Baseball Project. SAABA agrees that the lease shall be for \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged. U.S.D. #113 agrees to pay SAABA \$150.00 for each official game date held at the property. U.S.D. #113 shall have the right to operate concessions at games and to keep the proceeds from such concessions.

2. U.S.D. #113 agrees to utilize the property leased herein during the hours of 3:30 PM to 6:00 PM, Monday through Friday, during the months of March, April, and May, each year, on a schedule to be determined by U.S.D. #113 and provided to the SAABA. U.S.D. #113 agrees to provide the SAABA with a schedule of proposed games and practice times prior to the commencement of the season; and, to notify the SAABA of any changes to that schedule as the season progresses.

3. SAABA agrees that U.S.D. #113 shall have first priority for the use of the property

5. The parties agree that this lease agreement shall be effective upon execution of all parties hereto, and shall have an initial term of 15 years. The parties further agree that any party hereto may terminate the agreement by giving 60 days prior written notice of the termination of the agreement. This lease shall renew for additional 12-month terms unless terminated by one of the parties hereto.

6. The SAABA agrees to prepare and maintain the baseball field in a manner suitable for boy's baseball in accordance with the guidelines of the Kansas High School Activities Association. SAABA agrees to provide a SAABA employee to prepare the fields for play at least two hours prior to the hours of use set out above. The SAABA will supply electricity and supplies for the restrooms, as needed.

7. The parties agree that U.S.D. #113 is solely responsible to provide all necessary equipment, supervisory, and coaching personnel for the boy's baseball program. U.S.D. #113 agrees to make all necessary arrangements for regular trash cleanup after each use; and further, to provide all personnel for the operation of concession stands and admission gates. U.S.D. #113 agrees that SAABA shall be entitled to operate a gate and charge admission but that U.S.D. #113 will be entitled to operate a concession stand.

8. SAABA hereby designates Paul Herl as the contact person for SAABA; and, U.S.D. #113 hereby designates the athletic director as the contact person for U.S.D. #113. Each party agrees to make all reasonable efforts to notify the other party of any anticipated changes to the schedule set out herein or the responsibilities assumed by each party herein.

9. Each party hereto agrees to hold harmless and indemnify the other party to this agreement from any liability for injuries, loss, or damages incurred because of this agreement and the activities arising from this agreement. Each party agrees to insure that parties respective interests herein against loss or damages, and to provide proof of such insurance when requested.

10. This agreement is binding upon the representatives, successors and assigns of the respective parties hereto, and shall be binding upon any present or future interests in the above-described land the undersigned owners, their successors and assigns, may now own or may in the future acquire.

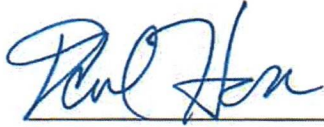
11. No party hereto shall sell, assign, encumber, or otherwise impair any interest which they may have in this lease agreement or the above-described real estate without first obtaining the other parties' prior written consent, which said consent shall not be unreasonably withheld.

12. All parties hereto warrant that they have read and understand this entire agreement. All prior negotiations have been reduced to writing and are included herein. This contract constitutes the entire agreement of the parties.

13. This agreement and all of the transactions described herein shall be governed in accordance with the laws of the State of Kansas. The terms and provisions hereof shall not be amended or modified except by written instrument signed by all the parties hereto.

SAABA

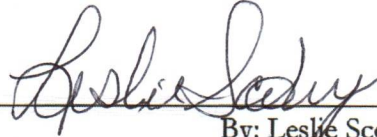
Sabetha Area Amateur Baseball Association



By: Paul Herl, President

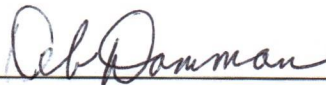
U.S.D. #113

U.S.D. #113 Prairie Hills



By: Leslie Scoby,
President

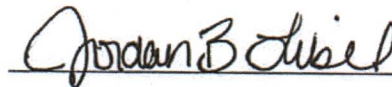
ATTEST:



By: Deb Damman, Board Clerk

STATE OF KANSAS,
COUNTY OF NEMAHA } ss:

This instrument was acknowledged before me on the 17 day of November, 2025, by Paul Herl, President, Sabetha Area Amateur Baseball Association, a Kansas not-for-profit corporation, on behalf of the corporation.

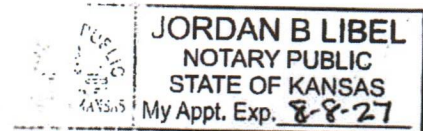


Notary Public

My Appointment Expires: 8/8/27

STATE OF KANSAS,
COUNTY OF NEMAHA

) ss:

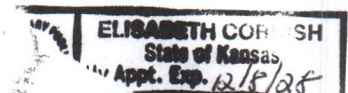


This instrument was acknowledged before me on the 18 day of November, 2025, by Leslie Scoby, Board President, and Deb Damman, Board Clerk, U.S.D. #113, a Kansas unified school district.



Notary Public

My Appointment expires: 12/18/28



ELIZABETH C. H.
State of Kansas
Abt. Exp. 10/31/00

Axtell–Onaga Football Collaboration Proposal 11.5.25

Football Program Partnership

Purpose:

This proposal outlines a cooperative arrangement between **Axtell Public School** and **Onaga Public School** regarding shared hosting responsibilities and practice arrangements for upcoming athletic seasons for junior high football. The goal is to promote continued collaboration between programs while maintaining fairness and student-athlete development opportunities for both schools. It is understood the group will play 8 and 11 man football depending on the opponent's ability to field a team, along with the Axtell-Onaga team's ability to field a team.

School Year	Axtell 8th	Onaga 8th <i>Boys In Class As of 25-26 (# interested in FB)</i>	Axtell 7th	Onaga 7th <i>Boys In Class As of 25-26 (# interested in FB)</i>	Total Potential Number of Boys (# interested in FB)
2026-2027	5	7 (3)	5	11 (7)	28 (20)
2027-2028	5	11 (7)	3	4	23 (19)

1. Hosting Schedule

School Year	Host School	Notes/Preferences
2026–2027	Axtell	Year 1 Host
2027–2028	Onaga	Year 2 Host

2. Coaching Assignments

Each school will provide a coach to work collaboratively for the development of the athletes and programs. The coaches will be considered co-head coaches. The host school for the season will be the head coach on paper to complete all KSHSAA reports and requirements including the COOP Agreement to KSHSAA. Each district is responsible for hiring and paying for their own coach.

3. Practice Schedules, Games, Uniforms, and Transportation

- Practices at Axtell would run from **2:30 PM to 4:00 PM** daily for the 1st year.
 - Practices at Onaga would run from **2:30pm to 4:00 PM** daily for year 2.
 - This schedule ensures athletes **do not lose any practice time**.
 - Students would **return to their home district at approximately 4:45 PM** each day.
 - Onaga Athletes would leave school in time to be in Axtell by 2:30pm year 1 and vice versa for Axtell year two.
 - Scheduled home games will be split between host sights and determined prior to the season by agreement between both athletic directors.
 - The host site for games will provide programs, all workers, and payment to officials.
 - Transportation will be provided by each school to transport their respective athletes.
 - **Game Hosting Balance:**
 - Home games will be split as equally as possible between Axtell and Onaga.
 - This arrangement is flexible and can be adjusted by agreement of both programs. 11-man games will be played at Onaga, 8-man games will be hosted at Axtell.
 - Home for 25-26 (anticipated)
 - Frankfort-8-man at Axtell
 - SPPS- 11-man at Onaga
 - Centralia- 11-man at Onaga
 - Away games 25-26
 - Linn- 8-man
 - Washington Co. - 11 man
 - Clifton-Clyde- 8 man
 - DWest- Maybe either 8 or 11-man.
 - The group will follow the OTL Constitution on the requirement to play 8 or 11 man football.
 - **Uniform Policy:**
 - When Axtell is the host school for the season, athletes will wear Axtell uniforms for all games for the duration of the season.
 - When Onaga is host school for the season, the athletes will wear Onaga uniforms for all games for the duration of the season.
-

4. Volleyball Coordination

- Axtell will coordinate with the OTL president and the OTL (OTL) to schedule triangular volleyball matches during seasons when we co-op.
- Teams would meet at the same site as the football game to simplify travel and scheduling.

5. Financial Responsibilities

- **Coaches Expenses:**

- Each District Cover's the cost of their provided coach
- The Hosting district for the year will cover the cost of uniforms and helmets. if neither school doesn't have enough helmets- both AD's will work together to come up with a solution so neither school would have to incur excessive costs during the co-op agreement.
- The school hosting games will cover the cost of the home events and will keep their gate revenue.
- Other operational expenses outside of these areas will be covered by the season's host school.

6. Future Collaboration

Both schools agree to review and discuss the success of this arrangement at the conclusion of each season. Adjustments for future years will be made based on mutual benefit and continued partnership goals.



Roofing excellence since 1979

3830 NW 16th Street

Topeka, KS 66618

Phone: (785) 232-4276

Fax: (785) 232-2856

Cell: 785-221-8405

mike@midwestcoating.us

<https://www.midwestcoating.us>

Thursday, October 30, 2025

Work to be performed for:

Axtell Roof B and C Parapet Walls

USD #113 Axtell Roof B and C Parapet Walls

504 Pine St

Axtell, KS 66403

*NRCA Authorized Fabricator
Kansas Roofing Association Member*

We hereby propose to furnish the materials and perform the labor necessary for the completion of work proposed at Axtell Roof B and C Parapet Walls, USD #113 Axtell Roof B and C Parapet Walls 504 Pine St Axtell, KS 66403. The work will include the following:

- *Prepare jobsite for installation of parapet wall wrap and fascia.
- *Wrap 410 linear feet of parapet wall with 60-mil Mule-Hide TPO membrane.
 - *Includes north and south wall of roof B plus north, south and east wall of roof C.
- *Weld parapet material to existing 60-mil Mule-Hide TPO roof membrane.
- *Wrap membrane up and over parapet wall. Color is tan.
- *Terminate membrane to exterior of stone parapet cap with 1.75" 2-piece metal fascia. Color is tan.
- *Clean jobsite upon completion of work.

No warranty is being offered for this proposal.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Pre-tax total:	\$16,781.76
Tax (If applicable):	\$0.00
Total:	\$16,781.76



Roofing excellence since 1979

Total including tax (if applicable)

USD #113 Axtell Roof B and C Parapet Walls Axtell Roof B and C Parapet Walls \$16,781.76

General Conditions: Owner is responsible for calibrating satellite receiver or antenna after roof is completed. Given that the deck integrity cannot be completely observed beneath the existing roof, if any rotten or deteriorated decking is discovered during the roofing process the owner will be notified ASAP and a replacement or overlay price will be negotiated at that time. Midwest Coating, Inc. does not guarantee ponding water will be completely eliminated when using a tapered insulation system.

Payments to be made as follows:

Balance due upon completion of job.

A finance charge of 1.5% per month (18% per annum) will be charged to past due accounts.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Because abnormal moisture conditions of the roof resulting from previous moisture migration have been observed, it is agreed Midwest Coating, Inc. shall not be liable for deterioration or leaking of the roof, building damage or for personal injury which may result from such pre-existing condition. All agreements contingent on strikes, accidents or delays are beyond our control. Owner shall purchase and maintain builders risk or other property and liability insurance to protect his own investment. Midwest Coating, Inc. shall purchase and maintain such commercial General Liability, Workers Compensation and other insurance as is appropriate for the project, whether it is to be performed or furnished by Midwest Coating, Inc., by any direct sub-contractor, or by anyone directly or indirectly employed by Midwest Coating, Inc.

Proposal prepared by: **Mike Robinson, 785-221-8405, mike@midwestcoating.us**

Respectfully submitted by:

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Date: Thursday, October 30, 2025

Randy D. Morris - President
Midwest Coating, Inc.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date:

11-10-25

Signature:

[Signature]



Roofing excellence since 1979

3830 NW 16th Street

Topeka, KS 66618

Phone: (785) 232-4276

Fax: (785) 232-2856

Cell: 785-221-8405

mike@midwestcoating.us

<https://www.midwestcoating.us>

Thursday, October 30, 2025

Work to be performed for:

Axtell Roof A Retrofit

USD #113 Axtell Roof A

504 Pine Street

Axtell, KS 66403

NRCA Authorized Fabricator

Kansas Roofing Association Member

Mule Hide Products Platinum Contractor

We hereby propose to furnish the materials and perform the labor necessary for the completion of a white 60 mil Mule-Hide TPO roof system to be installed at 504 Pine Street Axtell, KS. The roof is approximately 3780 sqft and will require approximately 0 sqft of parapet. The work will include the following:

- * Prepare jobsite and surrounding area for installation of the white 60 mil Mule-Hide TPO roof system.
- * Install beveled 1# density EPS insulation to fill metal flutes.
- * Install 1/2"x4'x8' Red Structodek over the roof area above the insulation.
- * Install new RhinoBond induction welded 60 mil Mule-Hide TPO as specified by the manufacturer.
- * Custom made and / or prefabricated flashings will be installed over all roof penetrations.
- * Install new .032" aluminum metal 6" seamless gutter and 3"x4" downspout(s) color is TBD.
- * Install new 24 ga steel metal 8" edge extender with a continuous mounting cleat color is TBD.
- * Infill gutter at hallway to old gym with EPS insulation and weld new membrane to mebrane over hallway.

A 20 year premium NDL warranty, furnished by Mule-Hide is provided.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Pre-tax total:	\$34,485.28
Tax (If applicable):	\$0.00
Total:	\$34,485.28



Roofing excellence since 1979

USD #113 Axtell Roof A Axtell Roof A Retrofit

Total including tax (if applicable)

\$34,485.28

General Conditions: Owner is responsible for calibrating satellite receiver or antenna after roof is completed. Given that the deck integrity cannot be completely observed beneath the existing roof, if any rotten or deteriorated decking is discovered during the roofing process the owner will be notified ASAP and a replacement or overlay price will be negotiated at that time. Midwest Coating, Inc. does not guarantee ponding water will be completely eliminated when using a tapered insulation system.

Payments to be made as follows:

50% down payment due upon signing of contract.

Balance due upon completion of job.

A finance charge of 1.5% per month (18% per annum) will be charged to past due accounts.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Because abnormal moisture conditions of the roof resulting from previous moisture migration have been observed, it is agreed Midwest Coating, Inc. shall not be liable for deterioration or leaking of the roof, building damage or for personal injury which may result from such pre-existing condition. All agreements contingent on strikes, accidents or delays are beyond our control. Owner shall purchase and maintain builders risk or other property and liability insurance to protect his own investment. Midwest Coating, Inc. shall purchase and maintain such commercial General Liability, Workers Compensation and other insurance as is appropriate for the project, whether it is to be performed or furnished by Midwest Coating, Inc., by any direct sub-contractor, or by anyone directly or indirectly employed by Midwest Coating, Inc.

Proposal prepared by: **Mike Robinson, 785-221-8405, mike@midwestcoating.us**

Respectfully submitted by:

Note: This proposal may be withdrawn by us
if not accepted within 15 days.

Date: Thursday, October 30, 2025

Randy D. Morris - President
Midwest Coating, Inc.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date:

11-10-25

Signature:

USD #113 Prairie Hills
1619 Old US Hwy. 75
Sabetha, KS 66534
Location: BOE Office
Date: December 8, 2025
Board Meeting Time: 6:00 p.m.

[illegible]

Fundamental: Quality Instruction

Structure: Professional Collaboration

Why is this the right action for your school system?

In our most recent action plan, we focused on Quality Instruction through the structure of Professional Learning. Our entire staff have now received the 5-day High Quality Instructional Practices and Strategies (HIIPS) training and our admin team have redesigned our walk-through document to align to that training. We feel a coherent "next step" will be to adjust the structure to Professional Collaboration to focus on the application level of our recent professional learning.

What is your current data and evidence related to this action?

Research shows the beginning and end of lessons are some of the most critical portions of instruction, but our walkthrough data shows a majority of observations occurring at the middle part of the lesson. So we have a lack of available data that even exists about our current state for those parts of lessons. Additionally, our most recent end of year reading screener shows flat growth for the past four years at about 67% of students at Tier I. Math data is slightly higher at 76% at Tier I.

Context for implementing Structure/Lead Indicator: A brief description of the system action, including what action will be taken, how the action will be taken, and who or what group (specific content areas/teachers) will be implementing the action as applicable.

End of year walkthrough data will be analyzed for trends. Each building will use this data to create an action plan for implementation of past training. Principals will be expected to balance walkthroughs to observe all parts of lessons, knowing that the beginning and ending of lessons are critical times for use of HIIPS. Finally, collaboration time will be used for each teacher to share out to their colleagues once a semester explaining how they implemented HIIPS in their instruction.

Measure(s) of Progress: Measures of progress help systems focus on implementation and organize reporting on progress. What will you use to measure progress in the action your system is taking?
District collaboration expectations for high quality instructional strategy implementation

6 Month Target: In 6 months after your School Improvement Day, what progress in your actions do you expect to make?

Walkthrough: 2 per teacher per semester, data analysis by building leadership teams used to create building level action plan. Shareout: One time during spring 2026, each staff member will share out to colleagues their application of HIIPS learning.

1 Year Target: By your next School Improvement Day, what progress in your actions do you expect to make?

Walkthrough: 2 walkthroughs per teacher per semester with focus on beginning and end of lessons. Shareout: Each staff member will share out to colleagues their application of HIIPS learning once per semester (spring '26, fall '27)

What formative student data can you monitor as you implement your action plan to determine the impact of your actions? (1 or 2 per component)

1. Walkthrough data
2. User-defined measure: HIIPS Teacher Collaborative Share-out - 1/semester, completed during district content PLC time, name, date, brief description collected on spreadsheet

Before responding to this prompt, please review the KESA Implementation Resource for Systems (Accreditation webpage) and the KESA Implementation Specialist's notes listed in your 24-25 KESA Action Plan.

After reviewing this information:

- List a strength for your system in implementing your 24-25 KESA Action Plan. Describe how your system will sustain that strength as you move into implementing your 25-26 Action Plan. List the KESA Implementation Standard number and Indicator number that relate to this strength.
- List a gap for your system in implementing your 24-25 KESA Action Plan. Describe how your system will address this gap moving into your 25-26 Action Plan. List the KESA Implementation Standard number and Indicator number that relate to this gap.

A strength we recognize was the selection of a quality strategy in the HIIPS professional learning series. It was well-received by staff and we are excited to take the learning to the next level by working on professional collaboration around this past learning during our next cycle. (Standard 4, Indicator 2)

A gap in our implementation of this past plan is that we did not have any true data to show the impact of our action steps. This was somewhat a result of the mid-year implementation and also the nature of a 1-year cycle. Now that we are moving to the next steps, we'll have data available and will be able to use it to drive decisions. (Standard 2, Indicator 2).

Thinking about next year, what might you anticipate being the focus of your system's 26-27 Action Plan?

A reasonable next step for us might be to adjust our focus more directly to the Structured Literacy area with Family, Business and Community Partnerships as the structure. We've been working hard on Structured Literacy through professional development for several years (though it was not part of our official KESA plan.) However when we discussed the current state "radar graph" activity, Family, Business and Community Partnerships was a fairly low scoring structure. So it raises the question about how we might be able to further impact our work in Structured Literacy if we focused on it through the lens of family engagement.