

Agenda

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
 - 2.1. Call the Meeting to Order
 - 2.2. Roll Call
 - 2.3. Excuse Board Members Who Are Absent
3. Approval of Agenda
4. Recognition of Visitors/Communications from the Public
5. Reports
 - 5.1. Principals Reports
 - 5.1.1. Elementary Report
 - 5.1.2. MS/HS Report
 - 5.2. Superintendent's Report
 - 5.3. Board Reports
6. Action Items
 - 6.1. Consent Agenda
 - 6.1.1. Approval of the Previous Meeting's Minutes
 - 6.1.2. Treasurer's Report
 - 6.1.3. Payment of general fund claims in the amount of \$349,624.74
 - 6.1.4. Payment of special building claims of \$29,280.00
 - 6.2. Consider, discuss and take all necessary action on
 - 6.2.1. Consider, Discuss, and take all necessary action in determining roles for the Coffin Property moving forward between the school and FFA Alumni.
 - 6.2.2. Consider, Discuss, and Take all necessary action on service agreements with ECC for the shooter detection system and automated doors.
 - 6.2.3. Consider, Discuss, and take all necessary action to continue our Wrestling coop with Cross County.
 - 6.2.4. Consider, Discuss, and take all necessary action in accepting Kirsten Jergensen as the K-12 Music teacher for the 2021-2022 School Year.
 - 6.2.5. Consider, Discuss, and take all necessary action in accepting April White as Counselor/SPED/MTSS for the 2021-2022 School Year.
 - 6.2.6. Consider, Discuss, and take all necessary action on Extra Duty Assignments for the 2021-2022 school year.
 - 6.2.7. Consider, Discuss, and take all necessary action on an hourly compensation for teachers working on school improvement outside of contract time.
 - 6.2.8. Consider, Discuss, and take all necessary action on offering staff contracts for the 2021-2022 school year.
7. Executive Session
8. Next Meeting Dates and Times

8.1. Regular meeting May 10, 2021, 6:00 PM at the Osceola Middle/High School Media Center.

9. Adjournment

Jeffrey Elementary

April 12, 2021

Brett Webster

- NCSAS (state testing) testing has started and we have finished ELA in grades 3-5.
- Kindergarten Round-UP and Preschool Registration will be Friday the 16th
- Wax museum will be Friday the 16th from 5:30 to 6:30 PM
- Spring music concert is Tuesday May 11th at 7:00 PM
- Track and Field Day is set for May 17th.
- Last Day of School is now 20th 1:30 Dismissal
- Preschool Promotion will be the 19th of May

PRINCIPAL BOARD REPORT
APRIL
MAYNARD MS/HS

- 1.) STATE TESTING IS UNDERWAY. 2/3
- 2.) ACTIVITIES BANQUET WILL BE MAY 13TH AT 6:30 (ICE CREAM)
- 3.) HONORS NIGHT WILL BE THE 18TH.
- 4.) FFA BANQUET APRIL 30TH
- 5.) STATE TRACK IS 19TH AND 20TH
- 6.) SEMESTER TESTS WILL BE 17TH AND 18TH.
- 7.) 8TH GRADE PROMOTION IS THE 19TH AT 6:30.

SO MUCH LEFT TO DO AND THE YEAR IS RAPIDLY WINDING DOWN.

ANY QUESTIONS OF ME???

Board of Education Regular Meeting
Middle School/High School Media Center
565 S. Kimmel Street
Osceola, NE 68651
March 8, 2021 @ 6:00 PM

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office on February 4, 2021. Also, the notice for this meeting was published in *The Polk County News* on the same date. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Boruch called the regular meeting to order at 6:01 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Jennifer Boruch:	Present	Daisy Naber:	Present
Jena Mentink:	Absent	Michael Neujahr:	Present
Anthony Mestl:	Present	Eric Yungdahl:	Present

Also present were Superintendent Lavaley, Principal Maynard, Principal Webster, A.D. Bob Fuller, Student Representative Corby Cannon, Debra Berry and one patron.

2.3. Excuse Board Members Who Are Absent

Excuse Jena Mentink passed with a motion by Michael Neujahr and a second by Daisy Naber. Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

3. Approval of Agenda

Approval of the agenda as written passed with a motion by Anthony Mestl and a second by Daisy Naber.

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

4. Recognition of Visitors/Communications from the Public

Mr. Adam Peterson brought up concerns regarding leadership academy. He would like to see programs started at Osceola Public Schools that on focus developing leaders. Mr. Peterson understands about finding the right people at the right places, but encourages the administration to be working to find teachers and staff that fit the culture and community.

5. Reports

5.1. AD's Report

Athletic Director Bob Fuller gave his written and oral report about: philosophies of programs into elementary programs; the Boys and Girls Basketball seasons; the Wrestling season finished with State Qualifiers, a State Runner-Up, and a State Champion; Middle School Track has about 30-32 participants; High School track has held off starting for basketball, giving kids the opportunity to rest. He is anticipating smaller numbers of participants on the girls side. Track will be attending the Concordia Track Meet March 19th. They will be allowed 22 participants. We have 6 meets at home this year. Track will officially start March 15th. Coach Fuller talked about the possibility of creating a COOP with High Plains again.

5.2. Student Representative Report

Corby Cannon stated that students want food in the vending machines back.

5.3. Principals Reports

5.3.1. Elementary Report

Elementary Principal Brett Webster gave his written and oral report about: the State testing window opens this month; MAPs testing is scheduled for the end of April for grades 1 and 2; Kindergarten Round-Up is April 16th; Preschool registration is also April 16th; Parent-Teacher Conferences went well; and the Read-a-Thon has been very successful.

5.3.2. MS/HS Report

MS/HS Principal Dale Maynard gave his written and oral report about: the State testing window starts March 22nd; implementing MTSS throughout the district is underway; ACT is scheduled for April 6th; the ASVAB test is scheduled for March 30th; BD Construction donated \$5000.00 worth of tools to the school; the burning of the Coffin house was postponed due to the wind; and the shop is making furniture for the Daycare.

Thank you, Mrs. Gillespie, Miss Weller and Dazzlers for the wonderful assemblies!

5.4. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: updates about the BD contract; NASB updates; Rule 10 compliance; the Four Corners Health Department COVID numbers are down; the Kindergarten position has been filled and the Counselor position has been posted; and the Superintendent's calendar.

5.5. Board Reports

There were no board reports.

6. Action Items

6.1. Consent Agenda

To approve the consent agenda passed with a motion by Anthony Mestl and a second by Michael Neujahr.

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

6.1.1. Approval of the Previous Meeting's Minutes

6.1.2. Treasurer's Report

6.1.3. Payment of general fund claims in the amount of \$452,751.47

6.1.4. Payment of special building fund claims in the amount of \$0.00

There were no special building fund claims.

6.2. Consider, discuss and take all necessary action on

6.2.1. Consider, discuss and take all necessary action on substitute teacher pay for 2021-22.

To update the substitute pay for the 2021-2022 school year to \$65/half day, \$120/full day, and \$160/day for long-term passed with a motion by Michael Neujahr and a second by Eric Yungdahl.

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

6.2.2. Consider, discuss and take all necessary action on ESU 7 Special Education Services contract for 2021-22.

To approve the proposed contract from Educational Service Unit #7 for special education services for the 2021-2022 school year passed with a motion by Anthony Mestl and a second by Michael Neujahr.

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

6.2.3. Consider, discuss, and take all necessary action to review and approve classified staff wages for the 2021-2022 school year.

To approve the classified wages as proposed with a 2.75% increase for the 2021-2022 school year passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

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

6.2.4. Consider, discuss and take all necessary action on renewing Control Services HVAC maintenance contract for 2021-22.

To approve renewing the HVAC maintenance services contract with Control Services for \$13,886.00 for the 2021-2022 school year passed with a motion by Daisy Naber and a second by Anthony Mestl.

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

6.2.5. Consider, discuss and take all necessary action on Garratt/Callahan Boiler treatment contract.

To approve renewing the Garratt/Callahan boiler treatment contract for the 2021-2022 school year passed with a motion by Michael Neujahr and a second by Anthony Mestl.

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

6.2.6. Consider, discuss, and take all necessary action to approve a contract with Central Nebraska Therapy for PT and OT services.

To approve Central Nebraska Rehabilitation Service's contract for the 2021-2022 school year passed with a motion by Michael Neujahr and a second by Anthony Mestl.

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

6.2.7. Consider, discuss, and take all necessary action to approve the purchase of 35 Mac laptops for replacement of dated computers.

To approve the purchase of 35 Mac laptops to replace dated computers passed with a motion by Anthony Mestl and a second by Daisy Naber.

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

6.2.8. Consider, discuss and take all necessary action amending the Middle School/High School Handbook Extracurricular Activity Policy.

To approve amending the Middle/High School Handbook Extra-Curricular Activity Policy passed with a motion by Michael Neujahr and a second by Anthony Mestl.

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

6.2.9. Consider, discuss, and take all necessary action in accepting Patrick Schiley's resignation at the end of the 2020-2021 school year.

To accept Patrick Schiley's resignation as a teacher and counselor at the end of the 2020-2021 school year passed with a motion by Michael Neujahr and a second by Eric Yungdahl.

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

Thank you, Mr. Schiley, for your dedication to Osceola Public Schools. Good luck at your next position!

6.2.10. Consider, discuss, and take all necessary action on the resignation of Ryan Dickey from all his duties as of March 19th, 2021

To accept the resignation of Ryan Dickey as a para-educator, bus driver and custodian as of March 19, 2021 passed with a motion by Michael Neujahr and a second by Daisy Naber.

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

Thank you, Mr. Dickey, for your years of dedication to Osceola Public Schools. You will be missed.

6.2.11. Consider, discuss and take all necessary action on hiring Miranda Ericson as the new Kindergarten Teacher for 2021-22 school year.

To hire Miranda Ericson as the Kindergarten teacher for the 2021-2022 school year passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

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

Welcome to Osceola Public Schools, Mrs. Ericson!

7. Next Meeting Dates and Times

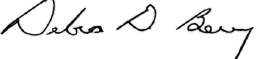
7.1. Regular meeting, April 12, 2021, 6:00 PM at the Osceola Middle/High School Media Center.

8. Adjournment

To adjourn meeting at 7:57 PM passed with a motion by Eric Yungdahl and a second by Michael Neujahr.

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

Respectfully submitted,



Debra D. Berry, Board Secretary Appointed

**Board Report – Monthly
GENERAL FUND**

Posted - During Check Cycle; Fund Number 01; Processing Month 04/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
33571	AUGIE'S AUTOBODY REPAIR	PARTS/LABOR/REPAIRS	215.00
33572	CENTRAL NEBRASKA REHABILITATION SERVICES	OT/PT SERVICES	5,656.70
33573	CGSMUSIC	FLUTE CLEANING ROD	4.76
33574	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	1,632.18
33575	CONTROL SERVICES, INC.	SERVICE CONTRACT	929.17
33576	EAKES OFFICE PLUS	CLEANING SUPPLIES	407.20
33577	ELECTRICAL ENGINEERING & EQUIPMENT CO.	SUPPLIES	275.65
33578	ESSENTIAL SCREENS	BACKGROUND CHECKS	37.00
33580	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	10,492.40
33579	ESU #7	COMPUTER MAINTENANCE	313.74
33581	FOLLETT SCHOOL SOLUTIONS, INC.	LIBRARY BOOKS	121.82
33582	FRONTIER COOPERATIVE COMPANY	FUEL	2,582.27
33583	GARY'S PLUMBING, LLC	SUPPLIES	27.36
33584	GLUNZ, BRENDA	PSYCHOLOGIST SERVICES	649.30
33585	JACKSON SERVICES, INC.	RUG SERVICE	595.81
33586	KING'S GLASS	PARTS/LABOR/REPAIRS ON MS/HS DOORS	3,329.51
33587	LASSEK ELECTRIC LLC	PARTS/LABOR/REPAIRS	60.00
33588	MATHESON TRI-GAS, INC.	SUPPLIES	35.58
33589	MEAD LUMBER	DADO BLADE/WOOD	754.29
33590	MID-AMERICAN RESEARCH CHEMICAL	MOP	43.25
33591	NEBRASKA SAFETY CENTER	LEVEL 2 PUPIL TRANSPORTATION CLASS	100.00
33592	OFFICENET, INC.	SIGNATURE STAMPS	1,307.86
33593	OLIVA AUDIO-VISUAL REPAIR	LAMPS FOR OVERHEADS	19.00
33594	OPTUM	FLEX PLAN FUNDING	150.00
33595	OSCEOLA FOOD MART	SUPPLIES	184.36
33596	OSCEOLA TIRE AND SERVICE, LLC	PARTS/LABOR/REPAIRS	400.82
33597	PITSCO EDUCATION	CLASSROOM PROJECT SUPPLIES	389.40
33598	POLK COUNTY HEALTH DEPARTMENT	NURSING SERVICES	1,015.00
33599	POLK COUNTY NEWS	PRINTING	184.32
33600	POLK COUNTY RPPD	ELECTRICITY	17,561.40
33601	PRESTO-X	PEST CONTROL	282.00
33602	SCHMIDT SPEECH LANGUAGE PATHOLOGY SERVICES, LLC	SPEECH SERVICES	5,868.10
33603	SIEMENS INDUSTRY, INC.	FIRE SERVICE AGREEMENT	6,233.45
33604	SPORT SAFE TESTING SERVICE, INC.	RANDOM DRUG TESTING	1,124.00
33605	TONNIGES CHEVROLET, INC.	PARTS	1,407.71
33606	TRIPLE "S" SERVICE, LLC	GARBAGE SERVICE	475.00
33607	WELLS FARGO VENDOR FINANCIAL	COPIER LEASE	104.48

Board Report - Monthly

Posted - During Check Cycle; Fund Number 01; Processing Month 04/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
33608	WINDSTREAM	DISTANCE LEARNING SERVICE	55.37
33609	WINDSTREAM	TELEPHONE SERVICE	127.76
33610	WINDSTREAM	TELEPHONE SERVICE	396.23
33611	WINDSTREAM	STATE INTERNET CONTRACT	<u>100.13</u>
Checking Account Total:			65,649.38

<u>Checking</u>			
	1		
507	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	13.81
504	LINGO COMMUNICATIONS	LONG DISTANCE SERVICE	23.37
505	LINGO COMMUNICATIONS	LONG DISTANCE SERVICE	77.73
506	MG TRUST COMPANY	TSA PAYABLE	640.00
508	OPTUM	FLEX PLAN FUNDING	628.12
509	PLIC - SBD GRAND ISLAND	LTD BENEFITS	<u>864.47</u>
Checking Account Total:			2,097.50

<u>Checking</u>			
	4		
2037	OSCEOLA FOOD MART	SUPPLIES	224.41
2039	PINNACLE BANK	FUEL	57.00
2038	PINNACLE BANK	ASD NETWORK CONFERENCE	150.00
2034	PLIEFKE, JESSE	REIMB OF DMV CHARGES	28.50
2036	POSTMASTER	NEWSLETTER POSTAGE	86.39
2035	SCHOOL SPECIALTY, INC	SUPPLIES	<u>77.72</u>
Checking Account Total:			<u>624.02</u>

TOTAL CHECKS & PREPAIDS	68,370.90
TOTAL PAYROLL	<u>281,253.84</u>
GRAND TOTAL	<u>349,624.74</u>

Board Report - Monthly

SPECIAL BUILDING

Posted - All; Fund Number 08; Processing Month 04/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
1374	CASH-WA DISTRIBUTING	ICE MACHINE	3,889.00
1375	ELECTRONIC CONTRACTING COMPANY	AXIS CAMERA AND SYSTEM	<u>25,391.00</u>
GRAND TOTAL:			<u>29,280.00</u>



6501 N 70th St.
Lincoln, NE 68507



402-466-8274



eccoinc.com/support



Complete Care Support Agreement

Customer Bill to Address:	Onsite Support Location Address:	Office / Agreement Information:
Osceola Public Schools	Osceola Public Schools	Agreement Number:
565 N Kimmel Street	565 N Kimmel Street	Sales Rep: Dan Throener
PO Box 198	PO Box 198	Support Mgr. Approval:
Osceola NE 68651	Osceola NE 68651	Material List: <input type="checkbox"/> Yes <input type="checkbox"/> No
		Agreement Type: <input type="checkbox"/> New <input type="checkbox"/> Renewal
Contact Name: Dr. Jason Lavaley		Parts Ship To: <input type="checkbox"/> ECC <input type="checkbox"/> Customer
Phone Number: 402-747-3121		Factory Support: <input type="checkbox"/> Yes <input type="checkbox"/> No
Customer Number: LOSP01	Contact Name:	Support Type: Complete Care Plus
Customer PO:	Phone Number:	System ID Number: 14177

Support Level Selection	Coverage Term	Coverage Dates
<input type="checkbox"/> Standard <input checked="" type="checkbox"/> Plus	Shooter Detection System <input checked="" type="checkbox"/> (10% discount)	From: 03/1/2021 To: 08/31/2023

Support Services to Be Provided
<ul style="list-style-type: none"> ▪ Software Assurance <ul style="list-style-type: none"> ▪ Update of Control Systems Firmware as available ▪ Update of Display Drivers as available ▪ Updated Training Material
<ul style="list-style-type: none"> ▪ On Demand Service ▪ Provides 5X9 support response (Mon – Fri / 7:30 am – 4:30 pm) ▪ Provides priority phone support ▪ Provides priority on-site service ▪ Provides labor to perform off-site remote diagnostics and troubleshooting ▪ Provides labor to perform on-site troubleshooting to localize and diagnose faults ▪ Provides labor to perform on-site correction of problems, perform repairs and adjustments to restore system operation ▪ Provides labor to perform on-site scheduled semi- annual comprehensive recertification for routine cleaning, adjustments, alignments and repairs
<ul style="list-style-type: none"> ▪ User Training <ul style="list-style-type: none"> ▪ Unlimited end user training focused on adoption of technology ▪ Training is done either onsite or remote via videoconference and must be scheduled a week in advance
<ul style="list-style-type: none"> ▪ Optional Plus Services <ul style="list-style-type: none"> ▪ Provides optional plus support services as indicated under the “Optional Plus Services Requested” section below

Optional Plus Services Requested – Details on page 4
<input type="checkbox"/> Additional Preventative Maintenance Visits <input type="checkbox"/> Event Support <input type="checkbox"/> Enhanced Response Time <input type="checkbox"/> After Hours Support <input type="checkbox"/> Spare Equipment managed by ECC <input type="checkbox"/> Remote Monitoring <input checked="" type="checkbox"/> Other: LSI Phone License and Software Renewal (Additional 10 Phone App Licenses) Now up to 50 Total. 1 Genetec Mobil License



6501 N 70th St.
Lincoln, NE 68507



402-466-8274



eccoinc.com/support



Definitions

Support Level Agreements	7:30am-4:30pm Monday through Friday				
	Respond	Remote (if applicable)	On-Site	Resolution Path	Resolution Report
Support Incident timing	2 hours	4 hours	48 hours	1 week	2 weeks

Respond is the amount of elapsed time between Client initiations of an issue, or the time ECC Managed Services detects a fault, and the time ECC Managed Services creates an incident report and alerts Client that an incident has been created.

Remote is the amount of elapsed time between Client initiations of an issue, or the time ECC Managed Services proactively detects a fault, and the time an assigned ECC Managed Services technician connects to the system, or otherwise contacts Client, and begins remote diagnosis and troubleshooting.

On-Site is the amount of elapsed time between when ECC Managed Services have determined that all remote resources have been exhausted, and an on-site presence is required to bring the issue to resolution. Onsite services are available in this timeframe within a two (2) hour drive time of an ECC office.

Resolution Path is the amount of elapsed time between the initial ECC Managed Services incident report creation, and the ECC Support Desk determination of an initial resolution path.

Resolution Report is the amount of elapsed time between when ECC Managed Services have determined that equipment is required for resolution and the time the equipment will arrive on-site.

Services outside the Scope of the Agreement will be charged at a Time and Material rate plus applicable travel costs.

Technician Rate: \$115
Engineer/Programming: \$150

Agreement Price and Terms

- 1] Coverage Must Be Purchased on all components cabled together in a System.
- 2] Attached Equipment List represents Model and Serial Number(s) covered by this Agreement.
- 3] Full Payment Due Net 30 Days and Before Service Coverage Begins. Contract will auto-renew at expiration unless otherwise noted.

This Contract will be paid (2) Yearly EQUAL Payment is due in full net 30 days before the next years' service coverage begin every year on **March 1st**.

1st Payment of \$7,650 due by April 1st 2021, 2nd Payment of \$7,650 du on April 1st 2022

Osceola is responsible for the full LSI Optional Price. This would NOT be paid in yearly payments but in one lump sum BEFORE Termination Clause (line item #7 of Terms) of this Contract can be enforced. ECCo is paying the LSI Renewal in full up front and billing Osceola School in payments above.

Base Agreement	\$	11,600.00
Optional Plus Services	\$	3,700.00
Tax Exempt (%)	\$	
Agreement Total	\$	15,300.00

Agreement Acceptance and Approval

Company:	
Signature:	
Title:	
Print Name:	
Date:	

Company:	
Signature:	
Title:	
Print Name:	
Date:	



Business Terms

THESE BUSINESS TERMS (these “Terms”) are the general terms and conditions under which ECC will provide services to Client (the “Services”) under the Support Agreement to which they are attached (the “Agreement”). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

1. Independent Contractors. ECC’s relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.

2. Payment. ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client’s obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.

3. Warranties. ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.

4. Intellectual Property Rights. Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the “Work Product”). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.

5. Non-Solicitation. Client acknowledges that ECC has invested in the training and development of ECC’s employees and that ECC’s employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, “solicitation” does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.

6. Allocation of Risk.

a. Indemnification. Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.

b. Limitation of Liability. ECC’S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. Attorney Fees. Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.

7. Termination. The Agreement may be terminated by either party if the other party has materially breached the Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination of the Agreement as set forth above, ECC may terminate any and all licenses granted to Client under the Agreement. Furthermore, upon termination of the Agreement for any reason, Client shall pay to ECC within five (5) days of receipt of a final invoice all fees due under the Agreement.

8. Miscellaneous.

a. Enforceability. The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement’s other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.

b. Integrated Agreement. Except for any purchase orders issued hereunder, there are no agreements, understandings, restrictions, warranties, or representations on which Client may rely relating to providing the Services. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Client unless they are set forth in writing by an authorized representative of ECC.

c. Assignment. Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.



6501 N 70th St.
Lincoln, NE 68507



402-466-8274



eccoinc.com/support



Complete Care Support Agreement

Customer Bill to Address:	Onsite Support Location Address:	Office / Agreement Information:
Osceola Public Schools	Osceola Public Schools	Agreement Number:
565 N Kimmel Street	565 N Kimmel Street	Sales Rep: Dan Throener
PO Box 198	PO Box 198	Support Mgr. Approval:
Osceola NE 68651	Osceola NE 68651	Material List: <input type="checkbox"/> Yes <input type="checkbox"/> No
		Agreement Type: <input type="checkbox"/> New <input type="checkbox"/> Renewal
Contact Name: Dr. Jason Lavaley		Parts Ship To: <input type="checkbox"/> ECC <input type="checkbox"/> Customer
Phone Number: 402-747-3121		Factory Support: <input type="checkbox"/> Yes <input type="checkbox"/> No
Customer Number: LOSP01	Contact Name:	Support Type: Complete Care Plus
Customer PO:	Phone Number:	System ID Number: 14177

Support Level Selection	Coverage Term	Coverage Dates
<input type="checkbox"/> Standard <input checked="" type="checkbox"/> Plus	Shooter Detection System <input checked="" type="checkbox"/> (10% discount)	From: 03/1/2021 To: 08/31/2023

Support Services to Be Provided
<ul style="list-style-type: none"> ▪ Software Assurance <ul style="list-style-type: none"> ▪ Update of Control Systems Firmware as available ▪ Update of Display Drivers as available ▪ Updated Training Material
<ul style="list-style-type: none"> ▪ On Demand Service ▪ Provides 5X9 support response (Mon – Fri / 7:30 am – 4:30 pm) ▪ Provides priority phone support ▪ Provides priority on-site service ▪ Provides labor to perform off-site remote diagnostics and troubleshooting ▪ Provides labor to perform on-site troubleshooting to localize and diagnose faults ▪ Provides labor to perform on-site correction of problems, perform repairs and adjustments to restore system operation ▪ Provides labor to perform on-site scheduled semi- annual comprehensive recertification for routine cleaning, adjustments, alignments and repairs
<ul style="list-style-type: none"> ▪ User Training <ul style="list-style-type: none"> ▪ Unlimited end user training focused on adoption of technology ▪ Training is done either onsite or remote via videoconference and must be scheduled a week in advance
<ul style="list-style-type: none"> ▪ Optional Plus Services <ul style="list-style-type: none"> ▪ Provides optional plus support services as indicated under the “Optional Plus Services Requested” section below

Optional Plus Services Requested – Details on page 4
<input type="checkbox"/> Additional Preventative Maintenance Visits <input type="checkbox"/> Event Support <input type="checkbox"/> Enhanced Response Time <input type="checkbox"/> After Hours Support <input type="checkbox"/> Spare Equipment managed by ECC <input type="checkbox"/> Remote Monitoring <input checked="" type="checkbox"/> Other: 1 Genetec Mobil License



6501 N 70th St.
Lincoln, NE 68507



402-466-8274



eccoinc.com/support



Definitions

Support Level Agreements	7:30am-4:30pm Monday through Friday				
	Respond	Remote (if applicable)	On-Site	Resolution Path	Resolution Report
Support Incident timing	2 hours	4 hours	48 hours	1 week	2 weeks

Respond is the amount of elapsed time between Client initiations of an issue, or the time ECC Managed Services detects a fault, and the time ECC Managed Services creates an incident report and alerts Client that an incident has been created.

Remote is the amount of elapsed time between Client initiations of an issue, or the time ECC Managed Services proactively detects a fault, and the time an assigned ECC Managed Services technician connects to the system, or otherwise contacts Client, and begins remote diagnosis and troubleshooting.

On-Site is the amount of elapsed time between when ECC Managed Services have determined that all remote resources have been exhausted, and an on-site presence is required to bring the issue to resolution. Onsite services are available in this timeframe within a two (2) hour drive time of an ECC office.

Resolution Path is the amount of elapsed time between the initial ECC Managed Services incident report creation, and the ECC Support Desk determination of an initial resolution path.

Resolution Report is the amount of elapsed time between when ECC Managed Services have determined that equipment is required for resolution and the time the equipment will arrive on-site.

Services outside the Scope of the Agreement will be charged at a Time and Material rate plus applicable travel costs.

Technician Rate: \$115
Engineer/Programming: \$150

Agreement Price and Terms

- 1] Coverage Must Be Purchased on all components cabled together in a System.
- 2] Attached Equipment List represents Model and Serial Number(s) covered by this Agreement.
- 3] Full Payment Due Net 30 Days and Before Service Coverage Begins. Contract will auto-renew at expiration unless otherwise noted.

This Contract will be paid (2) Yearly EQUAL Payment is due in full net 30 days before the next years' service coverage begin every year on **March 1st**.

1st Payment of \$5,800 due about April 1st 2021, 2nd Payment of \$5,800 due on April 1st 2022

Base Agreement	\$	11,600.00
Optional Plus Services	\$	No Cost
Tax Exempt (%)	\$	
Agreement Total	\$	11,600.00

Agreement Acceptance and Approval

Company:	
Signature:	
Title:	
Print Name:	
Date:	

Company:	
Signature:	
Title:	
Print Name:	
Date:	



Business Terms

THESE BUSINESS TERMS (these “Terms”) are the general terms and conditions under which ECC will provide services to Client (the “Services”) under the Support Agreement to which they are attached (the “Agreement”). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

1. Independent Contractors. ECC’s relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.

2. Payment. ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client’s obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.

3. Warranties. ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.

4. Intellectual Property Rights. Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the “Work Product”). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.

5. Non-Solicitation. Client acknowledges that ECC has invested in the training and development of ECC’s employees and that ECC’s employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, “solicitation” does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.

6. Allocation of Risk.

a. Indemnification. Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.

b. Limitation of Liability. ECC’S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. Attorney Fees. Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.

7. Termination. The Agreement may be terminated by either party if the other party has materially breached the Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination of the Agreement as set forth above, ECC may terminate any and all licenses granted to Client under the Agreement. Furthermore, upon termination of the Agreement for any reason, Client shall pay to ECC within five (5) days of receipt of a final invoice all fees due under the Agreement.

8. Miscellaneous.

a. Enforceability. The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement’s other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.

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c. Assignment. Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.

DIRECT SALE: 14178

Electronic Contracting Company
 6501 N 70th St.
 Lincoln, NE
 68507
 (402)466-8274

BILL TO:		JOB LOCATION:			
COMPANY:	Osceola Public Schools	COMPANY:	Osceola Public Schools	DATE:	03/19/2021
ADDRESS:	5045 RUSSELL CIR	ADDRESS:	565 N Kimmel Street	SUBMITTED BY:	Dan Throener
	PO Box 198		PO Box 198	PHONE:	402-465-6930
	Osceola NE 68651		Osceola NE 68651	EMAIL:	jlavaley@osceola.esu7.org
CONTACT:	Dr. Jason Lavaley	CONTACT:	Dr. Jason Lavaley	EXPIRES:	04/1/2021
PHONE:	402-747-3121	PHONE:	402-747-3121		

TITLE:
Osceola Public School LSI License and Renewal Upgrade

SCOPE OF WORK:

IF TAX EXEMPT PAPERWORK IS NOT PROVIDED SALES TAX WILL BE ADDED TO THE BILL

QTY	PART NUMBER	MANUFACTURER	PART DESCRIPTION	UNIT PRICE	TOTAL PRICE
<u>Ungrouped Items</u>					
1.00		LSI	LSI License and Renewal Upgrade	\$3,700.00	\$3,700.00
		NO LABOR	ANY LABOR IS ADDITIONAL		

Total: \$3,700.00

Payment Terms:

SUBTOTAL:	\$3,700.00
TAX:	
TOTAL:	\$3,700.00

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
 (Print Name)

SALES REP: _____ SALES REP SIGNATURE: _____ DATE: _____

Terms & Conditions:

THESE BUSINESS TERMS (these “Terms”) are the general terms and conditions under which ECC will provide services to Client (the “Services”) under the Support Agreement to which they are attached (the “Agreement”). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

- 1) **Independent Contractors.** ECC’s relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.
- 2) **Payment.** ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes **unless otherwise stated in the proposal**. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client’s obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.
- 3) **Warranties.** ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 4) **Intellectual Property Rights.** Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the “Work Product”). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.
- 5) **Non-Solicitation.** Client acknowledges that ECC has invested in the training and development of ECC’s employees and that ECC’s employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, “solicitation” does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.
- 6) **Allocation of Risk.**
 - a) **Indemnification.** Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.
 - b) **Limitation of Liability.** ECC’S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - c) **Attorney Fees.** Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.
- 7) **Termination.** The Agreement may be terminated by either party if the other party has materially breached the Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination of the Agreement as set forth above, ECC may terminate any and all licenses granted to Client under the Agreement. Furthermore, upon termination of the Agreement for any reason, Client shall pay to ECC within five (5) days of receipt of a final invoice all fees due under the Agreement.
- 8) **Miscellaneous.**
 - a) **Enforceability.** The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement’s other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.
 - b) **Integrated Agreement.** Except for any purchase orders issued hereunder, there are no agreements, understandings, restrictions, warranties, or representations on which Client may rely relating to providing the Services. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Client unless they are set forth in writing by an authorized representative of ECC.
 - c) **Assignment.** Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.
- 9) **Acceptance of Agreement** – This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0
- 10) **Scope of Work/Responsibilities.** ECC will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

TEACHER'S CONTRACT
For Class II, III, & VI Schools & Class I Schools with a Superintendent

THIS CONTRACT made by and between the School District of Osceola Public Schools, No. 19 in the county of Polk, in the State of Nebraska, hereinafter referred to as "District" and Kirsten Jergensen, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 9, 2021, and end on or about June 30, 2022, and shall consist of 185 days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of \$ * and under the following conditions.

VIZ: * Salary schedule placement does not reflect additional educational advancement on the salary schedule which the employee may be eligible to receive. Terms and conditions of employment shall be per the 2021-22 negotiated agreement. Extra duty assignments to be assigned as available.

Education Placement: MA + 0

Experience Placement: 11

FIRST: The salary of the Teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 15th day of September, 2021, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the county superintendent of schools in this county and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Sections 79-829 through 79-831 R.R.S. and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District by March 31, 2021, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed March 27, 2021

Kirsten Jergensen
Teacher

Executed April 12, 2021

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

Attest:

By _____
President, Board of Education

Secretary, Board of Education

Proposed Extra-Duty Schedule 2020-21

\$37,400

Head Coaches	Name	Percent	Yrs.	Amount
Football	??	11.190%	3	\$4,185.06
Volleyball	Kropatch, Nicole	11.190%	4	\$4,185.06
Boys Basketball	Zelasney, Jason	10.260%	2	\$3,837.24
Girls Basketball	Rathjen, Doug	10.260%	1	\$3,837.24
Wrestling	None			
Boys and Girls Track	??	10.260%	2	\$3,837.24
Golf	Gillespie, Matt	12.220%	5	\$4,570.28
Assistant Coaches				
Asst HS Football	Theis, Dan	9.140%	10	\$3,418.36
Asst HS Football	Ericson, Luke	6.530%	2	\$2,442.22
Asst HS Football(unpaid)	Roberts, Andy	9.140%	12	\$3,418.36
Asst HS Volleyball	Johnson, Sarah	7.090%	4	\$2,651.66
Asst HS Softball	None			
Asst HS Boys Basketball	Webster, Brett	7.740%	6	\$2,894.76
Asst HS Girls Basketball	??	6.530%	1	\$2,442.22
Asst HS Wrestling	None			
Asst HS Girls & Boys Track	Ericson, Luke	6.530%	2	\$2,442.22
Asst HS Girls & Boys Track	Ericson, Miranda	6.530%	1	\$2,442.22
Activity Sponsors				
Athletic Director	??	10.260%	2	\$3,837.24
Speech	DeMerris-Sahling, Payton	9.000%	2	\$3,366.00
One Act	Sterup, Stephanie	7.560%	4	\$2,827.44
Drama	Sterup, Stephanie	5.400%	4	\$2,019.60
Elem Vocal Music	Jergensen, Kirsten	3.000%	1	\$1,122.00
FBLA Sponsor (1/2 of pay)	None			
FBLA Sponsor (1/2 of pay)	None			
Instr. Music	Jergensen, Kirsten	4.000%	1	\$1,496.00
HS Vocal Music	Jergensen, Kirsten	3.500%	1	\$1,309.00
Student Council (1/2 of pay)	Green, Kim	1.820%	15	\$680.68
Student Council (1/2 of pay)	Maynard, Dale	1.585%	6	\$592.79
National Honor Society Sponsor	Brandow, Jami	2.800%	2	\$1,047.20
Cheerleading Sponsor(1/2 of pay)	Weller, Tasha	3.545%	3	\$1,325.83
Cheerleading Sponsor(1/2 of pay)	Gillespie, Mollie	3.545%	3	\$1,325.83
Elem LAN	None			
High School LAN	None			
Quiz Bowl Sponsor	Baloun, Kimberly	3.210%	3	\$1,200.54
FFA Sponsor	Moore, Mariah	8.390%	2	\$3,137.86
Class Sponsors				
Sophomore(1/2 of pay)	Carnes, Jola	1.820%	17	\$680.68
Sophomore(1/2 of pay)	Doerr, Phil	1.820%	15	\$680.68
Junior(1/2 of pay)	Johnson, Sean	1.865%	2	\$697.51
Junior(1/2 of pay)	Erickson, Luke	1.865%	2	\$697.51
Senior (No pay)	Moore, Mariah	0.000%	2	\$0.00
Senior (No pay)	DeMerris-Sahling, Payton	0.000%	2	\$0.00
Freshman (No pay)	Baloun, Kimberly	0.000%	3	\$0.00
Freshman (No pay)	Wusk, Jennifer	0.000%	3	\$0.00
Junior High Athletics				
Jr. High Football	Doerr, Phil	5.180%	36	\$1,937.32
Jr. High Volleyball	Prosocki, Cheri	4.000%	2	\$1,496.00
Jr. High Boys Basketball	Doerr, Phil	5.180%	36	\$1,937.32
Jr. High Girls Basketball	Ekart, James	5.180%	18	\$1,937.32
Jr. High Wrestling	Davidson, Garrett	4.240%	3	\$1,585.76
Jr. High Boys Track	Zelasney, Jason	4.000%	2	\$1,496.00
Jr. High Girls Track	??	4.000%	2	\$1,496.00
School Improvement Chair(1/2 of pay)		0.000%		
School Improvement Chair(1/2 of pay)		0.000%		
Weights Summer (Summer 1/3)	Fuller, Bob	3.730%	3	\$1,395.02
Weights Morning Fall (Fall 1/3)	??	3.420%	1	\$1,279.08
Weights Morning Spring (Spring 1/3)	??	3.420%	1	\$1,279.08
		238.525%		\$89,208.35