

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. Annual reorganization of the Board of Education
 - 3.1. Election of Officers as per Board Policy #2002 Organization of Board, Board Officers, Committees, and Check Signing.
 - 3.1.1. Election of President
 - 3.1.2. Election of Vice President
 - 3.1.3. Election of Treasurer
 - 3.1.4. Election/appointment of Secretary
 - 3.2. Approval of designations, positions, and committees as per Board Policy #2002
 - 3.2.1. Consider, discuss and take action to select legal counsel
 - 3.2.2. Consider, discuss and take action to select depository bank
 - 3.2.3. Consider, discuss and take action to select the district newspaper of record
 - 3.2.4. Appointment of committees as per Board Policy: Negotiations; Curriculum; Americanism Committee and Staff Relations; Transportation; Facilities; Budget; Policy; Technology; Rule 10 Safety; LB 757 Safety; School Improvement
 - 3.3. Approval of current Board policies and regulations.
 - 3.4. Designate date for the annual review of BOE Policies.
4. Approval of Agenda
5. Recognition of Visitors/Communications from the Public
6. Reports
 - 6.1. Student President Report
 - 6.2. Activities Director Report
 - 6.3. Principals Reports
 - 6.3.1. Elementary Report
 - 6.3.2. MS/HS Report
 - 6.4. Superintendent's Report
 - 6.5. Board Reports
7. Action Items
 - 7.1. Consent Agenda
 - 7.1.1. Approval of the Previous Meeting's Minutes
 - 7.1.2. Treasurer's Report
 - 7.1.3. Payment of general fund claims for payroll in the amount of \$287,920.83
 - 7.2. Consider, discuss and take all necessary action on

- 7.3. Consider, discuss and take all necessary action to appoint Superintendent to be the District's representative for all local, State, and Federal programs.
- 7.4. Consider, discuss and take all necessary action to approve Designation of Authority to Superintendent. Authorize Superintendent, Superintendent Designee to use board approved signature stamps on monthly claims/payroll.
- 7.5. Consider, discuss and take all necessary action on approval of the final negotiated agreement with Osceola Education Association representing teachers in the district.
8. Discussion Items
 - 8.1. Review Return to Learn Plan.
9. Executive Session
10. Next Meeting Dates and Times
 - 10.1. Regular meeting February 14, 2022, 6:00 PM at the Osceola Middle/High School Media Center.
11. Adjournment

Jeffrey Elementary

January 10, 2022

Brett Webster

- Donuts for Dads went really well.
- Mentoring Program at the Elem is going good.
- NSCAS went well – We have fired off information to ask about group data
- 100% of our kids made the AR party – 1st time this has happened in 7 years.
- On January 20th we will be celebrating our 100th day already.
- PTC is Feb 21st
- Dr. Seuss week will be Feb 28th – March 4th.
- Kindergarten Round-Up/Preschool Open House date is tentatively scheduled Friday April 8th.

Board of Education Regular Meeting
Middle School/High School Media Center
565 S. Kimmel Street
Osceola, NE 68651
December 13, 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 December 9, 2021. This notice was also 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 6:23 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 Breckner, Principal Webster and Debra Berry.

2.3. Excuse Board Members Who Are Absent

To excuse Jena Mentink from the meeting 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

3. Approval of Agenda

To approve the agenda as written passed with a motion by Daisy Naber and a second by Eric Yungdahl.

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

4. Recognition of Visitors/Communications from the Public

There were no patrons at the meeting.

5. Reports

5.1. Student Report

Miss Blaike Bryan was not able to attend the board meeting.

5.2. Principals Reports

5.2.1. Elementary Report

Elementary Principal Brett Webster gave his written and oral report about: MAPS/NSCAS/Acadience testing will be done this week; the last day for students for the first semester is Tuesday, December 21st; Mrs. Ritter and the students did a fantastic job at the Winter concert; the AR party will be at Central City; the Book Fair sold \$1,496.75 worth of books which gives each elementary teacher about \$45.00 for classroom books; and Behavior Specialist Brandy Rose will meet with teachers, mentors and mentees on January 4th.

5.2.2. MS/HS Report

Middle/High School Principal Brent Breckner gave his written and oral report about: Basketball and Wrestling Programs are very successful; Speech practices will begin soon; working with the staff and ESU staff; the Middle/High School Holiday Concert will be held on Tuesday, December 14th; final semester tests are December 17th and December 20th; Tuesday, December 21st will be mini lessons and spirit games for the students; and NSCAS and NWEA testing is scheduled for January.

5.3. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: a possible new sound system for the track/football field; the accomplishments of One Act, Basketball and Wrestling; a bus lease agreement was submitted to KSB School Law for review; the mentors and mentees involved in the Teacher Mentoring Program will meet on January 4th; and a review of the Superintendent's leave and calendar.

5.4. Board Reports

There were no board reports.

6. Action Items

6.1. Consent Agenda

To approve the consent agenda less the claims of the qualified capital purpose undertaking fund which was on last month's agenda 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

6.1.1. 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 \$333,722.04

6.1.4. Payment of qualified capital purpose undertaking fund claims of \$221,415.62

There were no qualified capital purpose undertaking fund claims. This error was made by copying a previous agenda.

6.2. Consider, discuss and take all necessary action on updating the following policies: 2009 Public Participation at Board Meetings, 6004 Curriculum Development, 6013 Teaching Controversial Issues, and 6020 Multicultural Education.

To approve the updates as proposed by KSB School Law to policies: 2009 Public Participation at Board Meetings; 6004 Curriculum Development; 6013 Teaching Controversial Issues; and 6020

Multicultural Education 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

6.3. Consider, discuss and take all necessary action to accept a letter of resignation from Vicky Klein as the head cook.

To accept the resignation of Lead Cook, Vicky Klein, effective December 17, 2021, passed with a motion by Eric Yungdahl and a second by Anthony Mestl.

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

Thank you, Mrs. Klein, for all of your hard work and dedication to Osceola Public Schools. Good luck in your new adventure!

7. Discussion Items

7.1. Move Spring Break from March 3-4 to March 10-11.

Superintendent Lavaley talked about moving Spring Break from March 3rd - 4th to March 10th and 11th to accommodate for Boys and Girls State Basketball being on the same week in March this year. This would change the end of the quarter from March 11th to March 9th with a 1:30 PM out on that day.

7.2. Teacher Negotiations

To go into executive session until the end of business at 7:32 PM to discuss the 2022-2023 negotiations and to prevent the needless injury to the reputation of an individual in compliance with the law 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

The Board came out executive session at 7:37 PM.

8. Executive Session

There was no additional executive session.

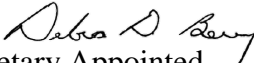
9. Next Meeting Dates and Times

9.1. Regular meeting, January 10, 2022, 6:00 PM at the Osceola Middle/High School Media Center.

10. Adjournment

To adjourn meeting at 7:38 PM 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

Respectfully submitted, 
Debra Berry, Board Secretary Appointed

Board of Education Special Meeting
Board President Jennifer Boruch's Home
December 13, 2021

On Monday, December 13, 2021, at 8:00 PM, the Board of Education, Administration and their significant others met at the home of Board President Jennifer Boruch's home for a holiday party. No discussion took place concerning school business.

Respectfully submitted,


Debra Berry, Board Secretary Appointed

**NEGOTIATED AGREEMENT BETWEEN
POLK COUNTY SCHOOL DISTRICT NO. 72-0019,
A/K/A OSCEOLA PUBLIC SCHOOLS
AND THE OSCEOLA EDUCATION ASSOCIATION
FOR THE 2022-2023 SCHOOL YEARS**

THIS AGREEMENT is made this 10th day of January, 2022 by and between the Board of Education of Polk County School District No. 72-0019, in the State of Nebraska (hereinafter referred to as the "Board" or "District" as the context may require) and the Osceola Education Association (hereinafter referred to as the "Association").

1. The base salary for the 2022-23 school year shall be \$38,000 payable on a 4% x 4.5% step index salary schedule as attached hereto as Appendix "A" and incorporated herein by this reference as though set forth in full.

2. The Board shall provide Educator's Health Alliance Blue Cross Blue Shield Preferred \$1,200 deductible in either family or individual health and PPO 100% A, 75% B & 50% C dental insurance (Previous 80-80-50 plan no longer exists, this is its replacement) or the option of Educator's Health Alliance Blue Cross Blue Shield \$3,800 deductible with Health Savings Account (HSA)

Certificated employees who are employed 50.0% or more shall be provided, at District expense, the same health and dental benefits provided full-time certificated employees on a pro-rata basis.

Married couples, who are both faculty members of the District, will be provided one of the following health insurance benefits for which they qualify:

- a. If the married couple has dependents, the married couple shall be provided one Family Membership health insurance policy and family dental insurance; and
 - b. If the married couple does not have dependents, the married couple shall be provided a Single Membership health insurance policy with single dental insurance.
3. The Board agrees to pay the full insurance premium of an income Protection Plan. The insurance coverage shall provide any qualifying disabled individual disability insurance coverage of $66 \frac{2}{3}$ of the certificated person's salary. The policy shall provide forty-five calendar days waiting period.

 4. The Board agrees to provide and make available to all certificated staff a 125 Cafeteria Plan only if they do not participate in the Educator's Health Alliance Blue Cross Blue Shield \$3,800 deductible HSA plan.

 5. The provisions for the application of teaching experience on the salary schedule are as follows:
 - a. The District may allow all prior years of teaching experience at the discretion of the superintendent of schools and /or the board of education;

6. Hours over the BA will be accepted for horizontal advancement on the schedule as follows:

- a. Full credit for all graduate hours in the teaching field.
- b. Full credit for all undergraduate hours earned after the BA at the request of the administration; and
- c. Half credit for all graduate hours earned in professional education outside the specific teaching field.

7. Teacher educational fund

A total of \$10,000 per year will be available for educational credits

Definitions:

For the purpose of defining the terms of this contract, the following definitions will apply:

- “district” will refer to Osceola Public School District 72-0019,
 - “teacher” will refer to a district employee whose function is performing classroom instruction, reference resource management, student resource management, and guidance, and other duties that require post-secondary degree education to perform the function of that employee's position,
- “administrator” will refer to the district employee whose title and function includes superintendent or principal;
- “administration” will refer to the collective set of district administrators;
- “college course” will refer to class work culminating in an end-of-term grade that is not deemed as an audit or pass/fail at an accredited post-secondary education institution;

Purpose:

This benefit is made available to the teachers employed by the district to provide financial relief allowing them to pursue educational enhancement that returns benefit to the district.

Procedure:

Procedure is outlined in Google Classroom. Open Google Classroom and register for the course using the following code: qtwryug

- a. The teacher will **notify the administration prior to registering** for a college course they are interested in taking in order to get the courses approved. Courses must be approved by administration to qualify for this benefit. Courses may be approved by the school district if it is determined that the course will benefit the students and the school district.
- b. The teacher will then **provide the administration with estimated costs** associated with the course(s). **Only tuition costs are reimbursable.**
- c. Then the **teacher will register for the college course and provide the administration with a copy of a successful registration** of the college course.
- d. The teacher will complete the course and when the grades for the college course are made available, **the teacher will supply an official report of the grade achieved along with a receipt or other proof of the amount the teacher paid to take the college course (tuition),** to the administration. Provided that there are funds for the college course or courses, verification of **attaining at least a “B” in the college course,** and proof that the teacher has paid for the college course, the district will reimburse the teacher for the cost of the tuition.

District Limitations:

A total of **\$10,000 per year** will be available to teachers and be distributed as follows:
The tuition funds will be distributed at the start of every school year for the previous school year (i.e. courses taken during the school year of 2021-2022 and Summer of 2022 will be distributed in August of 2022). Please do not miss deadlines. All paperwork (Administrator Approval, Course Registration and Cost, and Final Transcript) are due by August 20th for the courses taken in the Summer and Spring of the current calendar year and the previous Fall.

Distribution of funds will be on a tiered system. Once all transcripts are collected, money will be distributed based on the number of courses you took.

Tier 1: First course a teacher takes.

Tier 2: Second course a teacher takes.

Tier 3: Third course a teacher takes.

Tier 4: Fourth course a teacher takes

All tuition will be reimbursed up to \$10,000 starting by paying for Tier 1 courses. If there is money left over, money will begin to be distributed to Tier 2 courses. This will continue until all courses have been paid for, money has run out, or there is not enough to cover a Tier fully. At which point, the remaining money will be distributed to all personas at that Tier equally.

Qualifying Courses:

College courses that are eligible for the benefit must either be

- a. in, relating to, or a prerequisite for college courses, specific to the **subject area or subject matter the teacher is teaching in the district;** or
- b. in, relating to, or a prerequisite for college courses, specific to a **new endorsed instructional area that is pre-approved by the administration.**

***College courses in administration, unless specifically required for reference material, resource management, student guidance, or requested by the district will not be covered by this benefit.**

8. The payment for extra duties, as provided for under the extra duty payment schedule, shall be in addition to the yearly increase.

9. Each full-time employee shall be eligible for sick leave, without loss of pay as follows:
 - a. Subject to the terms of paragraph 3, on the first day of each school year, an employee shall be eligible to receive ten days of sick leave during the school year. Eligibility for sick leave is granted at no other time, except in the case of an employee hired after the first day of the school year.

 - b. Subject to the terms of paragraph 3, days of sick leave not used in one school year shall be added to the days of sick leave which an employee is eligible to receive on the first day of the following year, except that no employee shall be credited with more than forty-five days of sick leave. An employee may receive in one year all sick leave thus accumulated. Should a teacher, as of the last day of any school year, accumulate more than thirty-five (35) unused sick leave days, the teacher will be entitled to, on or before June 15th immediately following the school year, turn back to the school district any unused sick days in excess of thirty-five (35) days, and shall be paid by the School district twenty-five dollars (\$25.00) for each day the teacher is entitled to. Such payment will be made with the July paycheck.

- c. Sick leave is granted for leave for personal illness, medical and dental appointments, or for illness in the employee's immediate family, i.e. father, mother, son, daughter, husband, or wife. Sick leave may also be granted for an employee's sibling in the situation of extenuating circumstances or an emergency situation with the approval of the superintendent of schools.
 - d. Each teacher shall be granted 3 non-accumulating paid bereavement days per occurrence in the event of the death of the teacher and spouse's immediate family, including spouse, child, child's spouse, parent, grandparent, grandchild, sibling, sibling's spouse, aunt, uncle and 1st cousin. Each teacher will also be granted 1 paid bereavement day per year to be used in the case of the death of a close personal friend.
 - i. Additional bereavement leave may be granted by the administration through the availability and use of sick leave.
 - ii. Bereavement leave for other relationships (i.e. close personal friend) may be granted by the administration through the availability and use of sick leave.
 - e. Employees hired after the first day of the school year shall be eligible to receive one day of sick leave for each month of employment or any part thereof, during the remainder of that school year. Thereafter eligibility for sick leave is determined as provided in paragraphs (a) to (d), both inclusive.
10. A school employee may be granted one day of leave annually without loss of pay for the purpose of attending a professional meeting. Prior administrative approval is required. An additional day may be granted if it is arranged ahead of time with the administration.

Professional meetings shall be defined as any activity where a staff member will receive formal instruction by a certificated instructor in either his/her teaching fields or in the paid activities that he/she coaches or sponsors. Requests for professional leave for other reasons are to be brought to the Board. A second day of professional leave may be granted consecutively or at another time by the Superintendent under the above professional meeting definition. Reimbursement for expenses shall be made for both days of professional leave up to the negotiated limit. This limit shall apply to both days as a total. Professional leave reimbursement may be paid for a Saturday, Sunday, or any other non-paid day professional leave is granted upon request. The actual day of leave may still be used at a later date without paid expenses. The \$40 limit applied to both days together.

District 72-0019 will annually budget an amount equal to \$40 multiplied by the number of full time classroom teachers for professional leave expense allowances. Up to \$40 will be paid to each teacher who submits documented expense claims for registration, fees, lodging, meals, (and travel).

If a cash balance of the above budgeted amount remains at the end of the school year, teachers whose documented professional leave expenses exceeded \$40 will be eligible for additional reimbursement. If the total of the unpaid balance of the claims is less than the remaining balance, the remainder will be paid in full. However, if the unpaid portion exceeds the remaining balance, this balance will be prorated to the claimants.

11. Three days of personal leave shall be granted upon notification to the Superintendent. A teacher may acquire a 4th personal day per contract year by trading 2 sick leave days for an extra personal day. The District will buy back any unused personal days at a rate of \$80/day of unused personal leave. A teacher will not be reimbursed for the 4th personal day that they traded sick leave to obtain.
12. In the event the teacher anticipates a horizontal increase due to additional summer study, he/she must inform the Superintendent in writing prior to June 1 of the present academic year. His/her contract will not show this horizontal increase but will be revised to do so at the beginning of the school term when evidence of the teacher's grade transcript of work completed has been presented to the Superintendent.
13. A teacher may advance one step horizontally, and one step vertically per year on the salary schedule. However, through extra courses and a full summer of study it is possible to advance two steps horizontally.
14. A teacher may be assigned to substitute for another teacher without extra compensation if the substitute teacher's own class(es) will not be in session at the time. The substituting teacher will be paid \$20 for each occasion when such service deprives the teacher of his/her assigned preparation period that same day.
15. All bargaining unit members shall be given written notice of their schedules and extra-duty assignments for the forthcoming year no later than May 15. In the event that changes in such schedules or assignments are proposed after that date, all teachers affected shall be notified in writing by the Administration prior to the change being made.
16. The District will contribute \$250 annually to the Osceola Education Association for the purpose of it subscribing to professional journals. The OEA will order the subscriptions and make payment for the journals from its treasury.
17. One Copy of the Grievance Procedure, which was negotiated by the Osceola Education Association and District 72-0019 is kept in the OEA files. Another copy is filed in the Superintendent's office.
18. This contract shall be effective for the 2022-23 school years. If a new and substitute contract has not been enter into prior to the end of the 2021-2022 school year, the terms of this contract, except for the provisions of paragraph 2, shall continue in full force and effective until such substitute contract is adopted, which shall then be fully retroactive to the beginning of the 2022-23 school year.
19. Definition of work day:

The length of the school day and starting and ending times shall be selected by the Board. The length of the normal school day shall be no more than eight hours, which includes thirty minutes of duty-free lunch. The contract days identified by the Board shall be specifically set forth in each teacher's contract.

This agreement was adopted by the Osceola Education Association on the 10th day of January, 2022 and adopted by the Board of Education of the School District on the 10th day of January 2022.



President, Osceola Education Association

President, Board of Education

Appendix "A"

Step	Column	Osceola Salary Schedule 2022-23						
0.040	0.015							
5,000.00								
Step	BA	BA+9	BA+18	BA+27	BA+36	MA	MA+9	MA+18
1	1.000 38,000.00	1.045 39,710.00	1.090 41,420.00	1.135 43,130.00	1.180 44,840.00	1.160 44,840.00	1.225 46,550.00	1.270 48,260.00
2	1.040 39,520.00	1.085 41,230.00	1.130 42,940.00	1.175 44,650.00	1.220 46,360.00	1.200 46,360.00	1.265 48,070.00	1.310 49,780.00
3	1.080 41,040.00	1.125 42,750.00	1.170 44,460.00	1.215 46,170.00	1.260 47,880.00	1.240 47,880.00	1.305 49,590.00	1.350 51,300.00
4	1.120 42,560.00	1.165 44,270.00	1.210 45,980.00	1.255 47,690.00	1.300 49,400.00	1.280 49,400.00	1.345 51,110.00	1.390 52,820.00
5	1.160 44,080.00	1.205 45,790.00	1.250 47,500.00	1.295 49,210.00	1.340 50,920.00	1.320 50,920.00	1.385 52,630.00	1.430 54,340.00
6	1.200 45,600.00	1.245 47,310.00	1.290 49,020.00	1.335 50,730.00	1.380 52,440.00	1.360 52,440.00	1.425 54,150.00	1.470 55,860.00
7	1.240 47,120.00	1.285 48,830.00	1.330 50,540.00	1.375 52,250.00	1.420 53,960.00	1.400 53,960.00	1.465 55,670.00	1.510 57,380.00
8	1.280 48,640.00	1.325 50,350.00	1.370 52,060.00	1.415 53,770.00	1.460 55,480.00	1.440 55,480.00	1.505 57,190.00	1.550 58,900.00
9		1.365 51,870.00	1.410 53,580.00	1.455 55,290.00	1.500 57,000.00	1.480 57,000.00	1.545 58,710.00	1.590 60,420.00
10		1.405 53,390.00	1.450 55,100.00	1.495 56,810.00	1.540 58,520.00	1.520 58,520.00	1.585 60,230.00	1.630 61,940.00
11			1.490 56,620.00	1.535 58,330.00	1.580 60,040.00	1.560 60,040.00	1.625 61,750.00	1.670 63,460.00
12				1.575 59,850.00	1.620 61,560.00	1.600 61,560.00	1.665 63,270.00	1.710 64,980.00
13					1.660 63,080.00	1.640 63,080.00	1.705 64,790.00	1.750 66,500.00
14						1.700 64,600.00	1.745 66,310.00	1.790 68,020.00
15							1.785 67,830.00	1.830 69,540.00
16	Superintendent							1.870 71,060.00