

## **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
    - 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 district newspaper of record
    - 3.2.4. Appointment of committees as per Board Policy #2002: 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.
  - 3.5. Disseminate conflict of interest statutes
4. Approval of Agenda
5. Recognition of Visitors/Communications from the Public
6. Reports
  - 6.1. Activities Director Report
  - 6.2. Principals Reports
    - 6.2.1. Elementary Report
    - 6.2.2. MS/HS Report
  - 6.3. Superintendent's Report
  - 6.4. Board Reports
7. Action Items
  - 7.1. Consider, discuss and take all necessary action on approval of the 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 in the amount of \$357,531.23
  - 7.2. Consider, discuss and take all necessary action on

- 7.2.1. Consider, discuss and take all necessary action on the appointment of Superintendent Jason Lavaley to be the District's representative for all local, State, and Federal programs.
  - 7.2.2. Consider, discuss and take all necessary action to approve Designation of Authority to Superintendent Jason Lavaley, and to authorize Superintendent Jason Lavaley as the Designee to use board approved signature stamps on monthly claims/payroll.
  - 7.2.3. Consider, discuss and take all necessary action on approval of the final negotiated agreement for the 2023-2024 school year with Osceola Education Association representing teachers in the district.
  - 7.2.4. Consider, discuss, and take all necessary action to approve renewal of Allie Ray's local substitute certificate at Osceola Public Schools
  - 7.2.5. Consider, discuss, and take all necessary action to approve renewal of Laura Lavaley's local substitute certificate at Osceola Public Schools.
  - 7.2.6. Consider, discuss and take all necessary action to approve updating the Superintendent's contract for the 2023-2024 school year.
8. Discussion Items
  - 8.1. Review Return to Learn Plan.
9. Next Meeting Dates and Times
  - 9.1. Regular meeting, February 13, 2023, 6:00 PM at the Osceola Middle/High School Media Center.
10. Adjournment

## **Jeffrey Elementary**

January 9, 2023

Brett Webster

- Donuts with grown ups went really well in December.
- Teammates meeting with DeMoine Adams Friday at 2 PM.
- Our AR Party was Christmas around the World this year and it was very successful.
- On January 23<sup>rd</sup> we will be celebrating our 100<sup>th</sup> day already.
- Dr. Seuss week will be Feb 27<sup>th</sup> – March 3<sup>rd</sup>.
- Kindergarten Round-Up/Preschool Open House date is tentatively scheduled Friday April 14<sup>th</sup>.
- Popcorn sales start today.

**Board of Education Regular Meeting**  
Middle School/High School Media Center  
565 Kimmel Street  
Osceola, NE 68651  
December 12, 2022 @ 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 8, 2022. 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 6:05 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	Michael Neujahr:	Present
Anthony Mestl:	Present	Jena Ockander:	Present
Daisy Naber:	Present	Eric Yungdahl:	Present

Also present were Superintendent Jason Lavaley, Principal Brent Breckner, and Debra Berry.

2.3. Excuse Board Members Who Are Absent

There were no board members absent.

3. Approval of Agenda

Approval of the agenda as written 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, Jena Ockander: Yea, Eric Yungdahl: Yea

4. Recognition of Visitors/Communications from the Public

There were no patrons present.

5. Reports

5.1. Principals Reports

5.1.1. Elementary Report

Elementary Principal Brett Webster was not present, but Superintendent Jason Lavaley read Mr. Webster's written report. The report contained the following information: MAPs/NSCAS testing will be done for the winter this week; Acadience testing will also be done at the end of the week; the last day for students before winter break is Wednesday, December 21<sup>st</sup> at 1:30 PM; Mr. Besse and the students did a great job at the Winter Concert; the AR Party will be

“Christmas Around the World” with students going to see different countries’ traditions in classrooms; January 3<sup>rd</sup> is scheduled for teacher in-services; and Instructional Rounds for teachers will take place in our school during the second semester.

#### 5.1.2. MS/HS Report

Middle/High School Principal Brent Breckner gave his written and oral report about: the Teacher Advisory Group (TAG) which works with the Administration on culture, climate, celebrations, etc.: the Leadership Learning Rounds are to help participating schools to gain new knowledge to improve learning; semester tests are December 20th & 21st; and no school is scheduled for January 3rd for students but teachers have in-service.

#### 5.2. Superintendent’s Report

Superintendent Jason Lavaley gave his written and oral report about: One Act finished 2nd in the CRC Conference and 4th in districts; both Boys and Girls Basketball have had a great start at 3 - 0; the Osceola Wrestling Invite was a success; NASB updates; a conversation has started with High Plains Community Schools about possibly co-oping Middle School Girls Volleyball and Basketball, and Middle School Football for next year; the ALICAP safety walkthrough was December 9th; trying to develop a better pay system for bus drivers; and the upcoming events on the Superintendent's calendar.

#### 5.3. Board Reports

Board President Jennifer Boruch reported that the land has been surveyed to place fencing on the learning farm, Digger's Hotline has placed flags, and fencing has been bought.

### 6. Action Items

#### 6.1. Consent Agenda

To approve the consent agenda except for the special building fund claim in the amount of \$250,000.00 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, Jena Ockander: 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 \$369,866.16

##### 6.1.4. Payment of bond fund claims of \$85,430.31

##### 6.1.5. Payment of special building fund claim of \$250,000.00

##### 6.1.6. Approve depreciation fund claim of \$35,000.00

#### 6.2. Consider, discuss and take all necessary action on

##### 6.2.1. Consider, discuss, and take all necessary action on an interfund loan from Special Buildings Fund to General Fund in the amount of \$???.

To approve an interfund loan from the special building fund to the general fund in the amount of \$250,000.00 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, Jena Ockander: Yea, Eric Yungdahl: Yea

## 7. Discussion Items

The special meeting that was to be held after this meeting has been postponed. The special meeting was for the board members, administration and their spouses to celebrate the holidays. No business was going to be discussed at this meeting.

## 8. Next Meeting Dates and Times

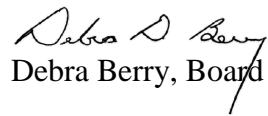
8.1. Regular meeting January 9, 2023, 6:00 PM at the Osceola Middle/High School Media Center.

## 9. Adjournment

To adjourn meeting at 7:06 PM passed with a motion by Eric Yungdahl and a second by Daisy Naber.

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

Respectfully submitted,



Debra Berry, Board Secretary Appointed

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
Checking	1		
<b>Checking</b>	<b>1</b>	<b>Fund: 01 GENERAL FUND</b>	
34537	AUGUSTIN ELECTRIC	TREE REMOVAL	770.00
34538	CONTROL SERVICES, INC.	SERVICE CONTRACT	4,295.06
34539	DIETZE MUSIC HOUSE	BAND SUPPLIES	10.20
34540	EAKES OFFICE PLUS	SUPPLIES	6,132.28
34541	ENVIRONMENTAL SERVICES, INC.	ASBESTOS MANAGEMENT PLAN	593.34
34542	ESSENTIAL SCREENS	BACKGROUND CHECKS	25.68
34543	ESTECH SYSTEMS, INC.	PHONE SERVICES	218.09
34545	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	9,115.85
34544	ESU #7	COMPUTER MAINTENANCE	395.92
34546	FILEWAVE USA, INC.	SOFTWARE	3,148.80
34547	FRONTIER COOPERATIVE COMPANY	FUEL	2,658.97
34548	GLUNZ, BRENDA	PSYCHOLOGIST SERVICES	380.00
34549	J.W. PEPPER & SON, INC.	MUSIC	155.98
34550	JAYMAR BUSINESS FORMS, INC	TAX FORMS	114.77
34551	MATHESON TRI-GAS, INC.	SUPPLIES	291.33
34552	McGRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC	HEALTH ONLINE CURRICULUM	139.14
34553	MID-AMERICAN RESEARCH CHEMICAL	MOP HEADS	67.77
34554	NEBRASKA.GOV	DRIVER LICENSE CHECK	7.50
34555	OSCEOLA TIRE AND SERVICE, LLC	OILS & FLUIDS	889.55
34556	POLK COUNTY RPPD	ELECTRICITY	14,752.16
34557	PRESTO-X, A RENTOKIL COMPANY	PEST CONTROL	159.24
34558	SCHMIDT SPEECH LANGUAGE PATHOLOGY SERVICES, LLC	SPEECH SERVICES	5,869.65
34559	SPORT SAFE TESTING SERVICE, INC.	RANDOM DRUG TESTING	527.00
34560	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	104.48
34561	WOODRIVER ENERGY LLC	NATURAL GAS	2,012.97

**Checking Account Total: 52,835.73**

<b>TOTAL JANUARY CHECKS</b>	<b>52,835.73</b>
<b>TOTAL DECEMBER 2022 CHECKS</b>	<b>5,052.65</b>
<b>TOTAL PAYROLL</b>	<b><u>299,642.85</u></b>
<b>GRAND TOTAL</b>	<b><u>357,531.23</u></b>

**Board Report**  
**GENERAL FUND**

<u>Vendor Name</u>	<u>Amount</u>
Augustin Electric	770.00
Control Services	4,295.06
Dietze Music House	10.20
Eakes Office Plus	6,132.28
Environmental Services	593.34
Essential Screens	25.68
Estech Systems	218.09
ESU #7	9,115.85
ESU #7	395.92
FileWave	3,148.80
Frontier Coop	2,658.97
Glunz, Brenda	380.00
J.W. Pepper	155.98
JayMar Business Forms	114.77
Matheson Tri-Gas	291.33
McGraw-Hill	139.14
Mid-American Research Chemical	67.77
Nebraska.Gov	7.50
Osceola Tire and Service	889.55
Polk County RPPD	14,752.16
Presto-X	159.24
Schmidt Speech	5,869.65
Sport Safe Testing	527.00
Wells Fargo	104.48
Woodriver Energy	<u>2,012.97</u>
<b>TOTAL OF CHECKS &amp; PREPAIDS</b>	<b><u>52,835.73</u></b>
 <b>MISSED DECEMBER 2022 CHECKS</b>	
ESU #7	1,000.13
Frontier Coop	3,742.03
Matheson Tri-Gas	151.25
Presto-X	<u>159.24</u>
<b>TOTAL OF MISSED CHECKS</b>	<b><u>5,052.65</u></b>
 <b>TOTAL OF PAYROLL</b>	 <b><u>299,642.85</u></b>
<b>GRAND TOTAL</b>	<b><u><u>357,531.23</u></u></b>

**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 YEAR**

THIS AGREEMENT is made this 9th day of January, 2023 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 2023-24 school year shall be \$38,700 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 2022-2023 and Summer of 2023 will be distributed in August of 2023). 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. First year teachers are eligible to receive twelve days of sick leave for their first year teaching in the district.
  - 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

- 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 1<sup>st</sup> 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. A retiring teacher that has been employed by Osceola Public Schools for 10 or more consecutive years and retires from Osceola Public Schools will be eligible for compensation of remaining unused sick leave at \$50 per day.
  - f. 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 4<sup>th</sup> 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 2023-24 school years. If a new and substitute contract has not been enter into prior to the end of the 2022-2023 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 2023-24 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 9th day of January, 2023 and adopted by the Board of Education of the School District on the 9th day of January 2023.



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President, Osceola Education Association

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President, Board of Education

## Appendix "A"

Step	Column	Proposed Osceola Salary Schedule 2023-24						
0.040	0.045							
\$38,700								
Step	BA	BA+9	BA+18	BA+27	BA+36	MA	MA+9	MA+18
1	1.000 38,700.00	1.045 40,441.50	1.090 42,183.00	1.135 43,924.50	1.180 45,666.00	1.180 45,666.00	1.225 47,407.50	1.270 49,149.00
2	1.040 40,248.00	1.085 41,989.50	1.130 43,731.00	1.175 45,472.50	1.220 47,214.00	1.220 47,214.00	1.265 48,955.50	1.310 50,697.00
3	1.080 41,796.00	1.125 43,537.50	1.170 45,279.00	1.215 47,020.50	1.260 48,762.00	1.260 48,762.00	1.305 50,503.50	1.350 52,245.00
4	1.120 43,344.00	1.165 45,085.50	1.210 46,827.00	1.255 48,568.50	1.300 50,310.00	1.300 50,310.00	1.345 52,051.50	1.390 53,793.00
5	1.160 44,892.00	1.205 46,633.50	1.250 48,375.00	1.295 50,116.50	1.340 51,858.00	1.340 51,858.00	1.385 53,599.50	1.430 55,341.00
6	1.200 46,440.00	1.245 48,181.50	1.290 49,923.00	1.335 51,664.50	1.380 53,406.00	1.380 53,406.00	1.425 55,147.50	1.470 56,889.00
7	1.240 47,988.00	1.285 49,729.50	1.330 51,471.00	1.375 53,212.50	1.420 54,954.00	1.420 54,954.00	1.465 56,695.50	1.510 58,437.00
8	1.280 49,536.00	1.325 51,277.50	1.370 53,019.00	1.415 54,760.50	1.460 56,502.00	1.460 56,502.00	1.505 58,243.50	1.550 59,985.00
9		1.365 52,825.50	1.410 54,567.00	1.455 56,308.50	1.500 58,050.00	1.500 58,050.00	1.545 59,791.50	1.590 61,533.00
10		1.405 54,373.50	1.450 56,115.00	1.495 57,856.50	1.540 59,598.00	1.540 59,598.00	1.585 61,339.50	1.630 63,081.00
11			1.490 57,653.00	1.535 59,404.50	1.580 61,146.00	1.580 61,146.00	1.625 62,887.50	1.670 64,629.00
12				1.575 60,952.50	1.620 62,694.00	1.620 62,694.00	1.665 64,435.50	1.710 66,177.00
13					1.660 64,242.00	1.660 64,242.00	1.705 65,983.50	1.750 67,725.00
14						1.700 65,790.00	1.745 67,531.50	1.790 69,273.00
15							1.785 69,079.50	1.830 70,821.00
	Superintendent							
16								1.870 72,369.00



# OSCEOLA PUBLIC SCHOOLS

*P.O. Box 198*

*565 S. Kimmel Street*

*Osceola, NE 68651-0198*

*Phone (402) 747-3121 Fax (402) 747-3041*

<https://osceolaschools.org>

**Dr. Jason Lavaley**

*Superintendent*

**Brent Breckner**

*Secondary Principal*

**Brett Webster**

*Elementary Principal*

January 9, 2023

Teacher Certification

PO Box 94987

Lincoln, NE 68509-4987

Dear Teacher Certification

Please consider this an official request on the part of the Osceola Public School District to the NDE Teacher Certification office to reissue a Local Substitute Teaching Certificate to Allie Ray for the Osceola Public School District #19, Polk County. Ms. Ray has been a local substitute at the Osceola Public School District for the last two years and wishes to continue serving our district in that capacity.

The School Board of District #19 approved the use of Local Substitute Teaching Certificates in our district several years ago and reaffirmed this at its January 9, 2023 meeting with a specific motion to allow Ms. Ray this certificate based upon approval from the Nebraska Department of Education.

I appreciate your time and efforts. If you have any questions, please feel free to contact me.

Educationally yours,

A handwritten signature in black ink that reads 'Dr. Jason Lavaley'.

Dr. Jason Lavaley, Superintendent  
Osceola Public Schools



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**Dr. Jason Lavaley**

*Superintendent*

**Brent Breckner**

*Secondary Principal*

**Brett Webster**

*Elementary Principal*

January 9, 2023

Teacher Certification

PO Box 94987

Lincoln, NE 68509-4987

Dear Teacher Certification

Please consider this an official request on the part of the Osceola Public School District to the NDE Teacher Certification office to reissue a Local Substitute Teaching Certificate to Laura Lavaley for the Osceola Public School District #19, Polk County. Mrs. Lavaley has been a local substitute at the Osceola Public School District for the last two years and wishes to continue serving our district in that capacity.

The School Board of District #19 approved the use of Local Substitute Teaching Certificates in our district several years ago and reaffirmed this at its January 9, 2023 meeting with a specific motion to allow Mrs. Lavaley this certificate based upon approval from the Nebraska Department of Education.

I appreciate your time and efforts. If you have any questions, please feel free to contact me.

Educationally yours,

A handwritten signature in black ink that reads 'Dr. Jason Lavaley'. The signature is fluid and cursive, with the first letters of 'Dr.', 'Jason', and 'Lavaley' being capitalized and prominent.

Dr. Jason Lavaley, Superintendent  
Osceola Public Schools

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT  
OSCEOLA PUBLIC SCHOOLS**

**THIS CONTRACT** is made by and between the **Board of Education of Osceola Public Schools**, legally known as **Polk County School District 72-0019**, and referred to as "the Board" and "the District" respectively, and **Jason Lavaley**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of 2 year(s) beginning on July 1, 2023, and expiring on June 30, 2025. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

**Section 2. Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the December board meeting** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular November meeting** of each year of this contract and shall make the renewal of the Superintendent's employment contract an agenda item for the regular **December** board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

**Section 3. Salary.** The Superintendent's salary for the contract year shall be \$136,500 which shall be paid in 12 equal monthly installments beginning in the month of August 2023 and salary will be negotiated for the contract year starting July 1, 2023 and of the further agreements hereinafter stated. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The

District shall withhold other deductions as the Superintendent and Board may agree

**Section 5. Professional Status.** The Superintendent affirms that the Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the Superintendent's application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Superintendent will advise the Board immediately; (2) the Superintendent has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) the Superintendent has not had any professional licenses or certificates suspended or revoked.

**Section 6. Superintendent's Duties.** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to all required duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out the Superintendent's duties and obligations to the District.

**Section 7. Board-Superintendent Relationship.** The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

**Section 8. Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i)

physical or mental incapacity: (i) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of the Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. § 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with the obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach of this contract.

**Section 9. Disability.** If the Superintendent is unable to perform any of the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period of more than 60 days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

**Section 10. Transportation.** The Board shall provide the Superintendent with transportation or reimburse the Superintendent for mileage required in the performance of official duties at the rate approved by the Board.

**Section 11. Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

**a. Health Insurance.** Family health insurance that is available to certificated staff through the District's health insurance carrier.

**b. Dental Insurance.** Family dental insurance that is available to certificated staff through the District's health insurance carrier.

**c. Life Insurance.** Term life insurance with a total death benefit of twenty five - Thousand Dollars (\$25,000).

**d. Sick Leave.** The Superintendent shall be entitled to 10 days of sick leave per year which may accumulate to a total of 45 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long term

disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.

**e. Disability Insurance.** The School District shall purchase short and long-term disability insurance from the District's carrier.

**f. Vacation.** The Superintendent shall have twenty (20) vacation days for the initial contract year which the Superintendent may use at times the Superintendent chooses so long as the absence does not interfere with the proper performance of the Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the initial contract year, the Board shall give the Superintendent the number of vacation days necessary to restore the total to twenty (20) days. For example, if the Superintendent uses 12 days of vacation one year, the Board will provide the Superintendent with 12 days the following year to bring the total vacation days back to 20. The Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Superintendent to use vacation days and shall compensate the Superintendent for unused vacation days upon the conclusion of employment at a rate of \$100.00 per day.

**g. Professional Development.** The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.

**h. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Association of School Boards (NASB) and Nebraska Council of School

Administrators (NCSA).

**i. Physical Examination.** The Superintendent may voluntarily undergo a physical examination. The Superintendent agrees to authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$50 of the cost of such physical examination and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.

**j. Bereavement Leave.** The Superintendent shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Superintendent will be allowed up to 5 days of paid bereavement leave per year.

**k. Holidays.** The Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day unless that holiday is on a weekend, in which case, it will be observed on the commonly accepted adjacent week day. The Superintendent shall receive annually 3 additional "floating" paid holidays to be used at the Superintendent's discretion.

**l. Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that the Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day.

**m. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. 13-2201 et seq.) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$1000 or more.

**Section 12. Residence/Domicile in District.** The Superintendent shall establish domicile and principal residence within the boundaries of the District as they exist on the first duty day under the terms of this contract; and, the Superintendent shall maintain domicile and residence within the boundaries of the District during the term of this contract, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent does not

establish domicile and principal place of residence within the District at the commencement of employment, the Superintendent shall move the Superintendent's domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the District; (3) to be involved in school and community activities bringing the Superintendent in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which the Superintendent is the educational leader.

**Section 13. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 14. Compensation Upon Termination and Credit for Accrued Vacation.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

**Section 15. Evaluation.** The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular November meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular October meeting**; make the Superintendent evaluation an agenda item for the regular **November** Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

**Section 16. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by carrying out the Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's performance of duties or position as the Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the Superintendent acted in good faith and in a manner

which the Superintendent reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the Superintendent's conduct was unlawful.

**Section 17. Physical or Mental Examination.** The Superintendent agrees that, at the request of the Board, the Superintendent will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this contract. In deference to the requirements of state and federal law, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of the position.

**Section 18. Disciplinary Action.** The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising the Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

**Section 19. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

**Section 20. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

**Section 21. Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

**Executed by the Board this \_\_\_\_ day of \_\_\_\_\_, 2023.**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

Executed by the Superintendent this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Superintendent