

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; 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. Recognition of Visitors/Communications from the Public
5. Reports
 - 5.1. Student Body Report
 - 5.2. AD Report
 - 5.3. Principals Reports
 - 5.3.1. Elementary Report
 - 5.3.2. MS/HS Report
 - 5.4. Superintendent's Report
 - 5.5. Board Reports - Negotiations update
6. Action Items
 - 6.1. Consent Agenda
 - 6.1.1. Approval of Previous Meeting's Minutes
 - 6.1.2. Treasurer's Report
 - 6.1.3. Payment of general fund claims in the amount of \$469,597.91
 - 6.2. Consider, discuss and take all necessary action on
 - 6.2.1. Consider, discuss and take all necessary action to appoint Superintendent to be the District's representative for all local, State, and Federal programs.

- 6.2.2. 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.
 - 6.2.3. Consider, discuss, and take all necessary action to appoint Amanda Hinkle as a signatory for documents and bank transactions necessitating a bookkeeper's signature.
 - 6.2.4. Consider, discuss, and take all necessary action on accepting Sarah Johnson as the Elementary Principal for the 2025-2026 school year.
 - 6.2.5. Consider, discuss and take all necessary action to approve updating the Superintendent's contract for the 2025-2027 school years.
7. Next Meeting Dates and Times
 - 7.1. Regular meeting, February 10, 2025, 6:00 PM at the Osceola Middle/High School Media Center.
8. Adjournment

BOARD OF EDUCATION COMMITTEES

2019

Americanism/Curriculum –Mentink, Boruch, Tonniges

Buildings and Grounds – Boruch, Mestl, Mentink

Rule 10 Safety – – Anthony Mestl (Suzanne Peterson, Jesse Pliefke, Steve Rinehart, Brett Webster, Dale Maynard, Dick Treadway, Toby Watts, Law Enforcement)

School Improvement/Strategic Planning –Mestl, Rathjen

Policy – Neujahr, Rathjen, Boruch

Transportation –Mentink, Tonniges, Neujahr

Finance –Rathjen, Schleif, Tonniges

Teacher Negotiations – Mestl, Neujahr, Rathjen

LB 757 Safety – Mike Neujahr, Steve Rinehart, Dale Maynard, Brett Webster, Jesse Pliefke, Vicky Klein, Suzanne Peterson, Deb Berry

Technology-Mentink, Boruch, & Tonniges

Administrative Review- Neujahr, Rathjen, Boruch

49-14,103. Contract; conflict of interest; voidable; decree.

(1) A contract involving a prohibited conflict of interest under section 49-14,102 shall be voidable only by decree of a court of proper jurisdiction in an action brought by any citizen of this state as to any person that entered into the contract or took assignment thereof, with actual knowledge of the prohibited conflict. In the case of a person other than an individual, the actual knowledge must be that of an individual or body finally approving the contract for the person.

(2) An action to void any contract shall be brought within one year after discovery of circumstances suggesting the existence of a violation.

(3) Any such decree voiding such contract may, to meet the ends of justice, provide for the reimbursement of any person for the reasonable value of all money, goods, material, labor, or services furnished under the contract, to the extent that the state or political subdivision has benefited thereby.

(4) Sections 49-14,102 and 49-14,103 shall not apply to a contract for labor which is negotiated or is being negotiated pursuant to the laws of this state.

Source: Laws 1976, LB 987, § 103; Laws 2005, LB 242, § 47.

49-1499.03. Political subdivision personnel; school board; discharge of official duties; potential conflict; actions required; nepotism; restrictions on supervision of family members.

(1)(a) An official of a political subdivision designated in section 49-1493 who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

(i) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict; and

(ii) Deliver a copy of the statement to the commission and to the person in charge of keeping records for the political subdivision who shall enter the statement onto the public records of the subdivision.

(b) The official shall take such action as the commission shall advise or prescribe to remove himself or herself from influence over the action or decision on the matter.

(c) This subsection does not prevent such a person from making or participating in the making of a governmental decision to the extent that the individual's participation is legally required for the action or decision to be made. A person acting pursuant to this subdivision shall report the occurrence to the commission.

(2)(a) Any person holding an elective office of a city or village not designated in section 49-1493 and any person holding an elective office of a school district who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

(i) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;

(ii) Deliver a copy of the statement to the person in charge of keeping records for the city, village, or school district who shall enter the statement onto the public records of the city, village, or school district; and

(iii) Abstain from participating or voting on the matter in which the person holding elective office has a conflict of interest.

(b) The person holding elective office may apply to the commission for an opinion as to whether the person has a conflict of interest.

(3) Matters involving an interest in a contract are governed either by sections 49-14,102 and 49-14,103 or by sections 49-14,103.01 to 49-14,103.06. Matters involving the hiring of an immediate family member are governed by section 49-1499.04. Matters involving nepotism or the supervision of a family member by an official or employee in the executive branch of state government are governed by section 49-1499.07.

Source: Laws 2001, LB 242, § 14; Laws 2005, LB 242, § 42; Laws 2009, LB322, § 3.

AD REPORT (1-13-25)

Basketball

The girls team sits with a record of 5-6 and the boys record is 6-6. They travel to Harvard on Thursday and then will host Santee on Friday. The CRC tournament seedings will come out later this week and the tournament will be played at the end of the month.

Wrestling

Our wrestling program just competed in the Norm Manstedt Wrestling Meet at the Columbus Fieldhouse. Their next meet is this upcoming Saturday at Cross County.

Junior High Boys/Girls Basketball

The JH Girls record is currently 5-2 and the boys record is 1-5. Their next game will be this Thursday, at home vs Hampton. The girls team has 3 more games and the boys have 4 more games left on the season.

One Act

One Act placed 4th at State. Congratulations to the cast, crew, and directors on an amazing season!

Speech

Speech is officially underway. They had their first meet at Twin River this past Saturday. They will head to High Plains this upcoming Saturday. We have 14 members on the team.

Dazzlers

The Dazzlers competed in the Heartland Championship in Lincoln yesterday. They received 1st in Game Day, 1st in Tumbling, and 3rd in Hip Hop. Janna Roberts performed on the All State Cheer Team and was recognized as a Finalist for Athlete of the Year. They travel to Columbus this Sunday for Jam the Gym.

This Wednesday I will head to Boys Town for the District II AD meeting. At this meeting, I will be voting with other AD's on different proposals that are on the table. I will have an update in February about the ones that have an effect on us.

Jeffrey Elementary

January 13, 2025

Brett Webster

- Our AR Party this year we went to Central City and only had 2 kids not make it.
- On January 22nd we will be celebrating our 100th day.
- Dr. Seuss week or Read Across America is March 3rd - March 7th.
- Kindergarten Round-Up/Preschool Open House date is tentatively scheduled Friday April 11th.

Board of Education Regular Meeting
Middle School/High School Media Center
565 Kimmel Street
Osceola, NE 68651
December 9, 2024

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 5, 2024. 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 Michael Neujahr called the regular meeting to order at 6:03PM 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: | Absent | Jena Ockander: | Present |
| Daisy Naber: | Present | Eric Yungdahl: | Present |

Also present were Superintendent Jason Lavaley, Principal Evan Feezell, Principal Brett Webster and Debra Berry.

2.3. Excuse Board Members Who Are Absent

To excuse Anthony Mestl from the meeting passed with a motion by Jena Ockander and a second by Eric Yungdahl.

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

3. Recognition of Visitors/Communications from the Public

There were no patrons at the meeting.

4. Reports

4.1. Maintenance Report

There was no maintenance report.

4.2. AD Report

Activities Director Jason Zelasney gave his written and oral report about: both the Boys and Girls Basketball Teams started their season 1-1; the basketball teams will travel to Hampton on Friday, December 13th; the basketball teams will host East Butler on Saturday, December 14th; Wrestling had their first meet at Columbus Lakeview this past Friday; a wrestling meet is scheduled for December 14th; MS Girls Basketball started their season 3-0 and won the

Dorchester Tournament this past Saturday; MS Boys Basketball started their season 1-2 and placed 2nd in the Dorchester Tournament; One Act is headed to State with a performance time of 3:45 PM on Thursday, December 12th at the Johnny Carson Theater in Norfolk, NE: and participating in the D2 AD meeting.

4.3. Principals Reports

4.3.1. Elementary Report

Elementary Principal Brett Webster gave his written and oral report about: winter MAPs/NSCAS testing will be done this week; Fastbridge Testing will be done at the end of next week; students' last day for holiday break is Friday, December 20th with a dismissal time of 1:30 PM; the Winter Music Concert is Tuesday, December 10th at 6:00 PM; the AR Party will be a movie at Central City; there will be a teacher in-service on January 3rd; and Instructional Rounds for teachers was at Cross County Community Schools and went very well.

4.3.2. MS/HS Report

Middle/High School Principal Evan Feezell gave his written and oral report about: ELA, Math, and Science testing wrapping up; finals are being planned, so students don't get bombarded on one day; Winter Music Program is December 10th at 6:00 PM; and discussion about drug testing.

4.4. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: a broom and snow bucket for the tractor were purchased for snow removal; the ALICAP facilities walkthrough and review is scheduled for December 17th; Willdan Engineering evaluated the facilities then reported that the HVAC is reaching the end of its life, also lighting, doors, windows, venting, and controls were reviewed; Seniors began filling out the FAFSA on December 3rd; co-op conversation with High Plains; concerns over bussing; having a discussion about firearms and weapons on school campus; NASB updates; coming events; and the Superintendent's calendar.

4.5. Board Reports

The negotiation process with the teachers is ongoing.

4.6. Annual Report to the Community

Superintendent Jason Lavaley reviewed the "Annual Report to the Community" with the Board.

5. Action Items

5.1. Consent Agenda

To approve the consent agenda passed with a motion by Jennifer Boruch and a second by Daisy Naber.

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

5.1.1. Approval of the Previous Meeting's Minutes

5.1.2. Treasurer's Report

5.1.3. Payment of general fund claims in the amount of \$416,509.45

Anthony Mestl arrived at 6:43 PM.

5.2. Consider, discuss and take all necessary action on

5.2.1. Consider, discuss, and take all necessary action to accept the resignation of Brett Webster as the Elementary Principal at the conclusion of the 2024-2025 School Year.

To accept the resignation of Brett Webster as the Elementary Principal at the conclusion of the 2024-2025 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, Jena Ockander: Yea, Eric Yungdahl: Yea

Thank you, Principal Webster, for your dedication and work for Osceola Public Schools. May your next adventure be successful.

5.2.2. Consider, discuss, and take all necessary action on updating policies 2008 Meetings and 3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds.

To approve updating policies 2008 "Meetings" and 3004.1 "Fiscal Management for Purchasing and Procurement Using Federal Funds" passed with a motion by Jennifer Boruch and a second by Jena Ockander.

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

5.2.3. Consider, discuss and take all necessary action to remove Debra Berry, Business Manager, from all of Osceola Public Schools' bank accounts due to retirement

To remove Debra Berry, Business Manager, from all of Osceola Public Schools' bank accounts due to retirement passed with a motion by Jena Ockander and a second by Eric Yungdahl.

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

6. Next Meeting Dates and Times

6.1. Regular meeting, January 13, 2025, 6:00 PM at the Osceola Middle/High School Media Center.

7. Adjournment

To adjourn meeting at 7:31 PM 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, Jena Ockander: Yea, Eric Yungdahl: Yea

Respectfully submitted,


Debra Berry, Board Secretary Appointed

Board Report - Monthly
GENERAL FUND
Posted - During Check Cycle; Processing Month 01/2025

| Check # | Vendor Name | Description | Amount |
|--------------------------------|----------------------------------|---------------------------------|-------------------|
| 35846 | Augustin Electric | Dirt | 240.00 |
| 35847 | City of Osceola | Water/Sewer/Compactor | 2,361.26 |
| 35848 | Consolidated Electrical | Light Bulbs | 211.99 |
| 35849 | Control Services, Inc. | Service Contract | 1,338.33 |
| 35850 | Eakes Office Plus | Supplies | 6,217.84 |
| 35851 | ESU #6 | NE State Transition Conf. | 75.00 |
| 35852 | Engel, Ronnie | Computer Parts Reimb | 614.24 |
| 35853 | Essential Screens | Background Checks | 182.61 |
| 35854 | ESU #7 | 2nd Qtr Network Fee | 878.61 |
| 35855 | ESU #7 Special Education Dept. | SPED Services | 15,668.61 |
| 35856 | Follet Content Solutions, LLC | Library Books | 18.69 |
| 35867 | Frontier Cooperative Company | Fuel | 2,014.53 |
| 35858 | Gary's Plumbing, LLC | Supplies | 548.36 |
| 35859 | GO Physical Therapy, LLC | OT/PT Services | 2,718.30 |
| 35860 | Grainger | Faucets | 324.29 |
| 35861 | Hilton Omaha | State Conference Rooms | 2,215.50 |
| 35862 | Hometown Leasing | Copier Lease | 413.97 |
| 35863 | Jackson Services, Inc. | Rug Service | 384.33 |
| 35864 | Jaymar Business Forms, Inc. | Tax Forms | 122.67 |
| 35865 | KSB School Law | Legal Services | 400.00 |
| 35866 | LibraryWorld, Inc. | Online Services | 525.00 |
| 35867 | Matheson Tri-Gas, Inc. | Supplies | 43.92 |
| 35868 | Mohawk USA | Computer Bags | 1,066.06 |
| 35869 | Nebraska Door & Window LLC | Door Repairs | 585.05 |
| 35870 | Osceola Food Mart | Supplies | 172.44 |
| 35871 | Osceola Public Schools | Preschool Milk & Transfer Funds | 30,079.20 |
| 35872 | Pinnacle Bank | Supplies | 1,487.55 |
| 35873 | Pinnacle Bank | Supplies | 414.58 |
| 35874 | Polk County Health Department | Fees | 1,077.80 |
| 35875 | Polk County RPPD | Electricity | 14,350.35 |
| 35876 | Presto-X, A Rentokil Company | Pest Control | 359.88 |
| 35877 | Quadient Finance USA, Inc. | Postage | 799.93 |
| 35878 | Sparq Data Solutions, Inc. | Software | 4,000.00 |
| 35879 | Sparrow Publications, Inc | Printing | 107.50 |
| 35880 | Sport Safe Testing Service, Inc | Random Drug Testing | 562.00 |
| 35881 | Trane U.S., Inc. | North Gym HVAC | 43,738.00 |
| 35882 | Triple "S" Service, LLC | Garbage Service | 578.00 |
| 35883 | TSA Teams | Math Competition | 150.00 |
| 35884 | University of Nebraska - Lincoln | Stock Market Games | 90.00 |
| 35885 | Woodriver Energy, LLC | Natural Gas | 4,240.06 |
| Checking Account Total: | | | 141,376.45 |

Checking 1

| | | | |
|--------------------------------|--------------------------------|-------------------------|-----------------|
| 684 | Estech Systems, Inc. | Phone Services | 94.10 |
| 686 | Farm Bureau Financial Services | Term Life Insurance | 13.81 |
| 687 | MG Trust Company | TSA Payable | 685.00 |
| 688 | Optum | Flex Plan Funding | 1,200.80 |
| 686 | Pinnacle Bank | 2025 Safety Deposit Box | 25.00 |
| Checking Account Total: | | | 2,018.71 |

Checking 2

| | | | |
|--------------------------------|------------------------|------------|------------------|
| 1040 | Wells Fargo Bank, N.A. | Bus Leases | 60,000.00 |
| Checking Account Total: | | | 60,000.00 |

Checking 4

| | | | |
|--------------------------------|------------|---------------------|---------------|
| 2311 | Postmaster | January Newsletters | 208.68 |
| Checking Account Total: | | | 208.68 |

| | |
|------------------------------------|-------------------|
| Total Checks & Prepays: | 203,603.84 |
| Total Payroll: | 265,994.07 |
| Grand Total: | 469,597.91 |

**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, 2025, and expiring on June 30, 2027. 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 \$146,500 which shall be paid in 12 equal monthly installments beginning in the month of August 2025 and salary will be negotiated for the contract year starting July 1, 2025 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; (9) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity: (i) immorality; (k) conviction of a felony; (1) 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; (g) 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 _____, 2025.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 2025.

Superintendent