

RAYMOND CENTRAL PUBLIC SCHOOLS - DISTRICT #55-0161
BOARD OF EDUCATION SPECIAL MEETING, MONDAY, JANUARY 20, 2020 - 5:00 PM
RAYMOND CENTRAL JR-SR HIGH SCHOOL - SWING CLASSROOM #108
1800 WEST AGNEW ROAD
RAYMOND, NE 68428-9783

AGENDA

1. Call to Order and Pledge of Allegiance
2. Election of Officers
3. Motion to Excuse Board Member's Absence
4. Open Meeting Law
5. Public Forum
6. Discussion Items
 1. Committee on American Civics (Breitkreutz - chair, Springer, Burklund)
 1. Appoint Committee of American Civics Members
 2. Transportation Committee (Black- Chair, Breitkreutz, Springer)
 3. Finance Committee (Springer- chair, Blanchard, Breitkreutz)
 4. Facilities Committee (Blanchard- chair, Springer, Burklund)
 5. Negotiations Committee (Black- chair, Gould, Blanchard)
 6. Curriculum Committee (Gould - chair, Black, Burklund)
 7. Policy Committee (Springer- chair, Gould, Black)
 8. Superintendent 360 Evaluation Executive Summary
 9. Raymond Central Public Schools Interest to Intervene in Case Number CI19-4038 Sunset Poultry LLC, Wayne Greve, and Charlene Greve v. County of Lancaster, Nebraska and Board of Commissioners of Lancaster County Nebraska. - Consider, discuss, and take all necessary action
10. Review Public Forum Presentation(s) - Consider, discuss, and take all necessary action

7. Action Items

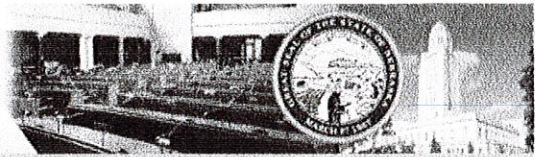
1. Approval of BOE Committees

8. Executive Session

1. Superintendent 2020-2021 Contact - Consider, discuss, and take all necessary action

9. Return to Regular Session

10. Adjournment



March 29, 2019

American Civics Education Bill, LB 399

Signed into Law

In 1949 the Nebraska Legislature passed legislation to incorporate curriculum relating to patriotism and Americanism within our public schools. School boards were required to have a committee on Americanism to ensure compliance with the curriculum requirement. The Legislature even included a penalty provision for any person violating this law (a Class III misdemeanor).

In recent years, one legislative proposal after another was introduced to modify the Americanism law and reinforce the original intent. Former Senators Lautenbaugh, Larson, and Brasch, among others, were strong proponents of this legislative effort. Senator Brasch succeeded in advancing her version of the bill in 2018 through a floor motion to “pull” the bill from committee. The bill received one hour of discussion and advanced no further.

The Education Committee itself never advanced any of these proposals until 2019 when Senator Julie Slama introduced LB 399. The bill received an early hearing date and ultimately advanced from committee by a unanimous 8-0 vote. LB 399 withstood hours of filibuster through each stage of debate but ultimately survived motions for cloture and, in fact, advanced by wide margins of support. The bill passed on March 21st by a 44-2 vote.

Governor Ricketts signed the bill into law on March 27th. LB 399 did not contain a specific operative date nor did it contain an emergency (“E”) clause nor did it specify for the school year for which the new provisions were to be implemented. Legislation with no operative date and no emergency clause are considered operative 90 days after the Legislature adjourns Sine Die. If the Legislature adjourns as scheduled, on June 6th, then the operative date of LB 399 would be September 7th. However, if the Legislature adjourns earlier than June 6th, then the operative date would correspondingly adjust. *The school year for public schools begins in August.*

LB 399 is applicable to all schools in Nebraska, public and private, presumably beginning with the 2019-20 school year.

Objectives and Intent

Under LB 399, as passed and signed into law, the objectives and intent of the legislation are as follows:

- It is the responsibility of society to ensure that youth are given the opportunity to become competent, responsible, patriotic, and civil citizens to ensure a strong, stable, just, and prosperous America;

- Such a citizenry necessitates that every member thereof be knowledgeable of our fully acquainted with the nation's history, government, geography, and economic system;
- The youth in our state should be committed to the ideals and values of our country's democracy and the constitutional republic established by the people;
- Schools should help prepare our youth to make informed and reasoned decisions for the public good;
- Civic competence is necessary to sustain and improve our democratic way of life and must be taught in all public and private schools;
- A central role of schools is to impart civic knowledge and skills that help our youth to see the relevance of a civic dimension for their lives;
- Students should be made fully aware of the liberties, opportunities, and advantages we possess and the sacrifices and struggles of those through whose efforts these benefits were gained; and
- Since young people are most susceptible to the acceptance of principles and doctrines that will influence them throughout their lives, it is one of the first duties of our educational system to conduct its activities, choose its textbooks, and arrange its curriculum in such a way that the youth of our state have the opportunity to become competent, responsible, patriotic, and civil American citizens.

Committee on American Civics

Under LB 399, each school board must, at the beginning of each calendar year, appoint from its members a committee of three, to be known as the committee on American civics. The committee on American civics must:

- Hold no fewer than two public meetings annually, at least one where public testimony is accepted;
- Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
- Carefully examine and ensure that the social studies curriculum used in the district is aligned to the social studies standards and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
- Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who achieved our national independence, established our constitutional government, and preserved our union and is so written to include the incorporation of multicultural education so as to develop a pride and respect for our institutions and not be a mere recital of events and dates;
- Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to "section 79-724";
- Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards;

- ** (g) Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
- (i) Administration of a written test that is identical to the entire civics portion of the naturalization test used by U.S. Citizenship and Immigration Services prior to the completion of 8th grade and again prior to the completion of 12th grade with the individual score from each test for each student made available to a parent or guardian of the student; or
 - X (ii) Attendance or participation between the commencement of 8th grade and completion of 12th grade in a meeting of a public body as defined by section 84-1409 (*see below, page 5*) followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
 - (iii) Completion of a project or paper and a class presentation between the commencement of 8th grade and the completion of 12th grade on a person or persons or an event commemorated by a holiday (*see below, page 4*) or on a topic related to such person or persons or event; and
- (h) Take all such other steps as will assure the carrying out of the provisions contained in LB 399 and provide a report to the school board regarding the committee's findings and recommendations.

Curriculum

LB 399 requires that all social studies courses approved for grade levels as noted below must include and adequately stress contributions of all ethnic groups:

- (1) to the development and growth of America into a great nation,
- (2) to art, music, education, medicine, literature, science, politics, and government, and
- (3) to the war services in all wars of this nation.

All grades of all public and private schools, below the 6th grade, must devote at least one hour per week to exercises or teaching periods for the following purpose:

- (a) The discussion of stories having to do with American history or the deeds and exploits of American heroes;
- (b) The historical background, memorization, and singing of patriotic songs such as the Star-Spangled Banner and America the Beautiful;
- (c) The development of respect for the American flag as a symbol of freedom and the sacrifices of those who secured that freedom; and
- (d) Instruction as to proper conduct in the presentation of the American flag.

In at least two of the three grades from the 5th grade to the 8th grade in all public and private schools, time must be set aside for the teaching of American history from the social studies curriculum, which must be taught in such a way that all students are given the opportunity to:

- (a) become competent, responsible, patriotic, and civil citizens who possess a deep understanding of and respect for the U.S. Constitution and the Constitution of Nebraska and
- (b) prepare to preserve, protect, and defend freedom and democracy in our nation and our world.

In at least two courses in every high school, time must be devoted to the teaching of civics and American history as outlined in the social studies standards during which specific attention must be given to the following matters:

- (a) The Declaration of Independence, the U.S. Constitution, the Constitution of Nebraska, and the structure and function of local government in this state;
- (b) The benefits and advantages of our form of government, the rights and responsibilities of citizenship in our government, and the dangers and fallacies of forms of government that restrict individual freedoms or possess antidemocratic ideals such as, but not limited to, Nazism and communism;
- (c) The duties of citizenship, including active participation in the improvement of a citizen's community, state, country, and world and the value and practice of civil discourse between opposing interests; and
- (d) The application of knowledge in civics, history, economics, financial literacy, and geography in order to address meaningful issues within our society.

Appropriate patriotic exercises suitable to the occasion must be held under the direction of the superintendent in every public and private school on:

George Washington's birthday,
Abraham Lincoln's birthday,
Dr. Martin Luther King, Jr.'s birthday,
Native American Heritage Day,
Constitution Day,
Memorial Day,
Veterans Day, and
Thanksgiving Day.

...or on the day or week preceding or following such holiday, if the school is in session.

Responsible Parties / Employee Dismissal

- ** Every school board, the State Board of Education, and the superintendent of each school district will be held *directly responsible* in the order named for carrying out the new law. *Neglect by any employee may be considered a cause for dismissal.*

Rules and Regulations

LB 399 also amends existing law (section 79-727) requiring the State Board of Education to adopt and promulgate rules and regulations to carry out the provisions of LB 399. The State Department of Education must ensure that all requirements of the legislation and such rules and regulations are carried out by each school district. The penalty provision (Class III misdemeanor) was removed.

Open Meetings Act

§ 84-1409. Terms, defined.

“Public body” means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to above, and (vi) instrumentalities exercising essentially public functions.

Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, ..., and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

“Meeting” means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body.

AMENDED CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT for the 2019-20 school year is made by and between the Board of Education of the **Lancaster County School District 55-0161, a/k/a Raymond Central Public Schools**, hereinafter referred to as “the Board,” and **DERRICK JOEL**, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 11th day of January, 2017, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. The superintendent shall be employed for a period of three years, beginning on July 1, 2019 and ending June 30, 2022, subject to such other terms and conditions as may be specified in this contract. A renewal date shall occur on February 15 of each year, beginning February 15, 2020 and on February 15 each year thereafter unless terminated as provided herein. On that date, the contract shall renew and roll forward for one additional year unless the Board of Education notifies the Superintendent in writing that it does not intend to extend the contract for an additional year and that the expiration date then in effect shall be allowed to take effect. Such written notice shall occur prior to February 15, 2020 and prior to February 15 each year thereafter, and the notice subsequent non-renewal procedures shall follow requirements of Sec. 79-828, 831 and 835, RRS (or any subsequent revisions of said section) and Board policy 4110 (or any subsequent revisions of said policy) but such hearing for non-renewal, termination or cancellation shall take place after February 15 in the final year of the contract.

Release or Resignation: There shall be no penalty for release or resignation by the Superintendent from this contract, provided that no resignation shall become effective until the expiration of the final contract year on June 30 of such calendar year, unless such a resignation is mutually agreed to by the Superintendent and the Board of Education, in which case the Board of Education shall fix the time at which the resignation shall take effect.

2. Salary. The salary for the first year shall be \$137,500. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment certificated employees of the District. In addition, the Superintendent shall receive \$2,500 per year if he lives within the Raymond Central School District. That provision shall extend through the first five years, provided the Superintendent remains employed by the Raymond Central School District. In addition, the superintendent shall be paid a \$1,000 stipend each contract year with no end date.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

- a. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.
 - 1) Vacation. The Superintendent shall be allowed 20 working days of vacation leave during each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
 - 2) Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay at the time the unused vacation day first became available; provided that there shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
 - 3) Sick Leave. The Superintendent shall be allowed 10 working days of sick leave each contract year.
 - 4) Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 50 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 50, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 50 days.
 - 5) Professional Development Leave. The superintendent shall be allowed 5 working days of professional leave during each contract year.
 - 6) Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day.
 - 7) Log. The Superintendent shall maintain a current log of used vacation and sick leave days with the Superintendent's secretary.
- b. Health and Dental Insurance. The District shall pay for and provide the Superintendent with family health and single dental insurance for which the Superintendent is qualified for insurance under the District's group insurance plan. To the extent not covered by the District's medical insurance plan, the District shall reimburse the Superintendent for the full cost of a complete annual physical examination at such location and by such physician(s) as selected by the Superintendent with approval of the Board President.
- c. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the cost of the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.

- d. Transportation Expenses. The Superintendent shall be reimbursed for reasonable expenses incurred in the performance of his duties as Superintendent. The Superintendent shall be reimbursed for mileage within and outside the District, when using a non-district owned vehicle and on District business (this does not apply to travel between home and work.) The Superintendent will provide a log of the miles and complete required District Documentation and the District will reimburse the miles at the rate set annually by the Board for District travel.
- e. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.
- f. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.
- g. Catastrophic Leave. The Superintendent shall receive 30 days of catastrophic leave (with other administrators to provide 3 days of the 30 days) by combining all remaining leave with the catastrophic leave and not to exceed 45 days. Other administrators will cover during the interim, the duties of the absent administrator. (Adopted by BOE July 19, 2010.)

8. Duties. The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

9. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

10. Evaluation of the Superintendent. The Superintendent shall be evaluated twice during the first contract year and once during each Extended Term, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

11. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15th of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. 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 twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

12. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another Board of Education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been

adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

13. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

14. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

15. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

<p>Executed this _____ day of February, 2019.</p> <p>_____</p> <p style="text-align: center;">Superintendent</p>	<p>Executed this _____ day of February, 2019.</p> <p>Board of Education of Lancaster County School District 55-0161, a/k/a Raymond Central Public Schools</p> <p>By: _____</p> <p style="text-align: center;">President</p> <p>Attest: _____</p> <p style="text-align: center;">— Secretary</p>
---	--