



Schuyler Community Schools
Board of Education Regular Meeting
Monday, February 12, 2024 6:30 PM
Schuyler Community Schools Board Room
120 W. 20th Street
Schuyler, NE 68661-2400

- I. Call Meeting to Order
 - I.A. Pledge of Allegiance
 - I.B. Declaration of Open Meeting
- II. Approval of Consent Agenda
 - II.A. Agenda
 - II.B. Minutes
 - II.C. Acceptance of Claims
 - II.C.1. Bills of \$5,000 or more
 - II.D. Financial
 - II.E. Other Listed Reports
- III. Public Forum - We ask that all presentation be limited in their length.
 - III.A. Recognition of visitors and guests
 - III.A.1. Foundation Update

Director Marci Ostmeier and board member Joyce Baumert will give a brief overview of the services Schuyler Community Schools has utilized and dollars saved for 2022-2023 (final numbers) and what has been utilized as of (the day you need the document for the board agenda).

- III.B. Other topics (limited to 5 minutes - subject to guidelines of the Board Participation Policy)
- III.C. Student Representative's Report
 - III.C.1. Bela Jedlicka will present on behalf of the student council.
- IV. Action Items
 - IV.A. Americanism: Curriculum, Assessment, and Instructional Programs
 - IV.A.1. Presentation on Dual Language
 - IV.B. Board Policy, Handbooks, and Support Programs
 - IV.B.1. Adopt the Schuyler Warrior as the official mascot for Schuyler Community Schools.
 - IV.B.2. 2024-2025 School Calendar
 - IV.C. Budget, finance, negotiations, and personnel
 - IV.C.1. Praxical Strategies Hiring Group

IV.C.2. New Hire Recommendations:

Julee Jaixen - 2024-2025 (1.0 FTE), Step: BA, 7th Grade Language Arts Kristian Rocha 7th grade ELA at SMS FTE 1.0
BA
Katelyn Wiegand SCHS Science, FTE 1.0, BA
Sharon Overlien SES teacher, FTE 1.0, MA+9
Lexie Brester SES Teacher FTE1.0, BA.

IV.C.3. Resignations and Retirements:

We would like to congratulate Rick Carter on his retirement. Rick has taught for 34 years with 18 of those in Schuyler Community Schools. Mr. Carter not only taught math but also coached track and cross-country.

We would like to congratulate Cynthia Vacha on her retirement. Cynthia has taught for 43 years with 18 years in Schuyler Community Schools.

Resignations

Spencer Jakub- English SCHS
Cole Martinez- Family Consumer Science SCHS
Sarah Garcia- SES
Isabelle Short- SES
Heather McCurdy - Fishers

IV.C.4. Consider, discuss, and take action to approve renewal of the superintendent's contract.

V. Discussion Items and Reports

V.A. Principals Reports

V.A.1. Principals will report on the challenges of hiring new staff.

V.B. Superintendent's Report

V.B.1. Safety Committee Update

V.B.2. Strategic Plan Update

V.B.3. Future Agenda for Board Meetings

V.C. Board Member/Committee Reports

V.C.1. **January 21st and 22nd in Lincoln - Legislative Session and Conference**
Wednesday, February 7th @ 5:00 - Budget, Finance, and Negotiations (Rich Brabec, Chuck Misek, and Amanda Jedlicka)
Wednesday, February 7th @ 6:00 - American Civics, Curriculum, Assessment and Instruction (Rich Brabec, Amanda Jedlicka, and Renee Sayer)

VI. Adjournment

Discussion: To review this meeting go to:

https://zoom.us/rec/share/WwZB5NJft9OFDvQh0wKkW06OEw_vLY_WBTH5ewpDgYogJiOrnK08xy5aFAPGXj5k.cv16E3j0Ex3NuVky

The meeting is called to order at the 14:02 mark.

Prepared by: Shelley Friesz, Secretary to the Board

NEBRASKA OPEN MEETINGS ACT

84-1407. Act, how cited.

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

Source: Laws 2004, LB 821, § 34.

84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

Source: Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

Annotations

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. *McQuinn v. Douglas Cty. Sch. Dist. No. 66*, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. *Marks v. Judicial Nominating Comm.*, 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. *Grein v. Board of Education of Fremont*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- A county board of equalization is a public body whose meetings shall be open to the public. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) 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 in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) 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, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (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, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) 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; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

Source: Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11; Laws 2022, LB922, § 12.

Operative Date: July 21, 2022

Annotations

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of

having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- As an administrative agency of the county, a county board of equalization is a public body. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. *State ex rel. Newman v. Columbus Township Bd.*, 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. *Johnson v. Nebraska Environmental Control Council*, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

Source: Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

Annotations

- There is no absolute discovery privilege for communications that occur during a closed session. *State ex rel. Upper Republican NRD v. District Judges*, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. *Grein v. Board of Education*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. *Simonds v. Board of Examiners*, 213 Neb. 259, 329 N.W.2d 92 (1983).
- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate

should be made should take place in an open meeting. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).

- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. *Meyer v. Board of Regents*, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or

(ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a

recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the

public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13.

Note: The Revisor of Statutes has pursuant to section 49-769 correlated LB742, section 1, with LB908, section 1, and LB922, section 13, to reflect all amendments.

Note: Changes made by LB742 and LB908 became effective July 21, 2022. Changes made by LB922 became operative July 21, 2022.

Cross References

- **Intergovernmental Risk Management Act**, see section 44-4301.
- **Interlocal Cooperation Act**, see section 13-801.
- **Joint Public Agency Act**, see section 13-2501.

- **Municipal Cooperative Financing Act**, see section 18-2401.

Annotations

- Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

Source: Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13.

Annotations

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. *Stoetzel & Sons v. City of Hastings*, 265 Neb. 637, 658 N.W.2d 636 (2003).

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs

earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

Source: Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14; Laws 2022, LB742, § 2.

Effective Date: July 21, 2022

Annotations

- If a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).
- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943,

and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Source: Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

Annotations

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).

- Any citizen of the state may commence an action to declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

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Source: http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414

Date: July 2022



Schuyler Community Schools
Board of Education Regular Meeting
Monday, February 12, 2024 6:30 PM
Schuyler Community Schools Board Room
120 W. 20th Street
Schuyler, NE 68661-2400

I. Call Meeting to Order

I.A. Pledge of Allegiance

I.B. Declaration of Open Meeting

II. Approval of Consent Agenda

II.A. Agenda

II.B. Minutes

II.C. Acceptance of Claims

II.C.1. Bills of \$5,000 or more

II.D. Financial

II.E. Other Listed Reports

III. Public Forum - We ask that all presentation be limited in their length.

III.A. Recognition of visitors and guests

III.A.1. Foundation Update

Director Marci Ostmeyer and board member Joyce Baumert will give a brief overview of the services Schuyler Community Schools has utilized and dollars saved for 2022-2023 (final numbers) and what has been utilized as of (the day you need the document for the board agenda).

III.B. Other topics (limited to 5 minutes - subject to guidelines of the Board Participation Policy)

III.C. Student Representative's Report

III.C.1. Bela Jedlicka will present on behalf of the student council.

IV. Action Items

IV.A. Americanism: Curriculum, Assessment, and Instructional Programs

IV.A.1. Presentation on Dual Language

IV.B. Board Policy, Handbooks, and Support Programs

IV.B.1. Adopt the Schuyler Warrior as the official mascot for Schuyler Community Schools.

IV.B.2. 2024-2025 School Calendar

IV.C. Budget, finance, negotiations, and personnel

IV.C.1. Praxical Strategies Hiring Group

IV.C.2. New Hire Recommendations:

Julie Jaixen - 2024-2025 (1.0 FTE), Step: BA, 7th Grade Language Arts

Kristian Rocha 7th grade ELA at SMS FTE 1.0 BA

Katelyn Wiegand SCHS Science, FTE 1.0, BA

Sharon Overlien SES teacher, FTE 1.0, MA+9

Lexie Brester SES Teacher FTE1.0, BA.

IV.C.3. Resignations and Retirements:

We would like to congratulate Rick Carter on his retirement. Rick has taught for 34 years with 18 of those in Schuyler Community Schools. Mr. Carter not only taught math but also coached track and cross-country.

We would like to congratulate Cynthia Vacha on her retirement. Cynthia has taught for 43 years with 18 years in Schuyler Community Schools.

Resignations:

Spencer Jakub- English SCHS

Cole Martinez- Family Consumer Science SCHS

Sarah Garcia- SES

Isabelle Short- SES

Heather McCurdy - Fishers

IV.C.4. Consider, discuss, and take action to approve renewal of the superintendent's contract.

V. Discussion Items and Reports

V.A. Principals Reports

V.A.1. Principals will report on the challenges of hiring new staff.

V.B. Superintendent's Report

V.B.1. Safety Committee Update

V.B.2. Strategic Plan Update

V.B.3. Future Agenda for Board Meetings

V.C. Board Member/Committee Reports

V.C.1. January 21st and 22nd in Lincoln - Legislative Session and Conference

Wednesday, February 7th @ 5:00 - Budget, Finance, and Negotiations (Rich Brabec, Chuck Misek, and Amanda Jedlicka)

Wednesday, February 7th @ 6:00 - American Civics, Curriculum, Assessment and Instruction (Rich Brabec, Amanda Jedlicka, and Renee Sayer)

VI. Adjournment

Prepared by: Shelley Friesz, Secretary to the Board



Schuyler Community Schools
Board of Education Regular Meeting
Monday, January 15, 2024 6:30 PM
Schuyler Community Schools Board Room
120 W. 20th Street
Schuyler, NE 68661-2400

Posting Locations:

- Schuyler Sun
- District Office Building Front Door
- Schuyler Post Office
- Colfax County Courthouse

Posted Date: 1/11/2024

Attendance Taken at 6:33 PM.

Richard Brabec: Present

Amanda Jedlicka: Present

Chuck Misek: Present

Dr Renee Sayer: Present

Virginia Semerad: Present

Brian Vavricek: Present

Present: 6.

I. Call Meeting to Order
Procedural Item

STRIVE - COMMIT - SUCCEED - District Mission Statement

Schuyler Community Schools in partnership with parents, students, and the community is committed to educate students to become skilled, knowledgeable and responsible citizens in a global society - District Vision Statement

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public. Notice of this meeting was also given in advance to all members of the Board of Education

I.A. Pledge of Allegiance
Procedural Item

I.B. Declaration of Open Meeting
Procedural Item

This meeting has been preceded by advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the front of the meeting room.

Nebraska Open Meetings

Act: http://nirc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf

II. Election of 2024 Board Offices

Action Item

2023 Board Offices

President: Rich Brabec

Vice President - Brian Vavricek

Secretary - Virginia Semerad

Treasurer - Chuck Misek

NASB Delegate - Renee Sayer

Recording Secretary - Shelley Friesz

2024 Board Offices

President - Rich Brabec

Vice President – Brian Vavricek

Secretary - Virginia Semerad

Treasurer – Amanda Jedlicka

NASB Delegate - Renee Sayer

Recording Secretary – Shelley Friesz

II.A. Board President

Action Item

Board Policy 203.01: The superintendent shall assume chairmanship of the meeting for the purpose of electing a board president. Ballots for officers may be cast in secret but the total vote for each candidate shall be recorded by the secretary.

Process for Office Nominations:

1. Board member makes a nomination for the position (no second needed)
2. If more than one member is nominated for an office, written votes should be used and passed to the recording secretary for count.
3. If only one nomination is made, any member of the board may make a motion for nominations to cease and cast a unanimous ballot for the nominee. Motion must have a second, followed by a voice roll call vote.

Motion to elect Rich Brabec President of the Board of Education passed with a motion by Board Member #1 and a second by Board Member #2. Passed with a motion by Brian Vavricek and a second by Virginia Semerad.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

II.B. Vice President

Action Item

Process for Office Nominations:

1. Board member makes a nomination for the position (no second needed)
2. If more than one member is nominated for an office, written votes should be used and passed to the recording secretary for count.

3. **Recommended Motion:** If only one nomination is made, any member of the board may make a motion for nominations to cease and cast a unanimous ballot for the nominee. Motion must have a second, followed by a voice roll call vote.

4. **Recommended Motion:** If more than one nomination, any board member may make a motion to call for the ballot vote. Motion must have a second, followed by a voice roll call vote.

Motion to elect Brian Vavricek Vice President of Board of Education Passed with a motion by Board Member #1 and a second by Board Member #2. Passed with a motion by Brian Vavricek and a second by Virginia Semerad.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

II.C. Secretary

Action Item

Process for Office Nominations:

1. Board member makes a nomination for the position (no second needed)

2. If more than one member is nominated for an office, written votes should be used and passed to the recording secretary for count.

3. **Recommended Motion:** If only one nomination is made, any member of the board may make a motion for nominations to cease and cast a unanimous ballot for the nominee. Motion must have a second, followed by a voice roll call vote.

4. **Recommended Motion:** If more than one nomination, any board member may make a motion to call for the ballot vote. Motion must have a second, followed by a voice roll call vote.

Motion to elect Virginia Semerad Secretary of Board of Education Passed with a motion by Board Member #1 and a second by Board Member #2. Passed with a motion by Brian Vavricek and a second by Chuck Misek.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

II.D. Treasurer

Action Item

Process for Office Nominations:

1. Board member makes a nomination for the position (no second needed)

2. If more than one member is nominated for an office, written votes should be used and passed to the recording secretary for count.

3. **Recommended Motion:** If only one nomination is made, any member of the board may make a motion for nominations to cease and cast a unanimous ballot for the nominee. Motion must have a second, followed by a voice roll call vote.

4. **Recommended Motion:** If more than one nomination, any board member may make a motion to call for the ballot vote. Motion must have a second, followed by a voice roll call vote.

Motion to elect Amanda Jedlicka Treasurer of Board of Education Passed with a motion by Board Member #1 and a second by Board Member #2. Passed with a motion by Brian Vavricek and a second by Dr Renee Sayer.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

II.E. NASB Delegate

Action Item

Process for Office Nominations:

1. Board member makes a nomination for the position (no second needed)
2. If more than one member is nominated for an office, written votes should be used and passed to the recording secretary for count.

If only one nomination is made, any member of the board may make a motion for nominations to cease and cast a unanimous ballot for the nominee. Motion must have a second, followed by a voice roll call vote. If more than one nomination, any board member may make a motion to call for the ballot vote. Motion must have a second, followed by a voice roll call vote. Passed with a motion by Richard Brabec and a second by Amanda Jedlicka.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

II.F. Recording Secretary

Action Item

This can be an appointed position by the newly elected board president. In the past you appointed Shelley Friesz to this position.

Motion to appointed Shelley Friesz to serve as recording secretary to the Board of Education for the 2024 school year. Passed with a motion by Board Member #1 and a second by Board Member #2. Passed with a motion by Richard Brabec and a second by Chuck Misek.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

II.G. Board Of Education Committee Assignments

Action Item

Committees will be appointed by the president of the board. These committees are created for specific tasks of seeking information or investigation and will report back to the board for its consideration and action. Committee action is considered to be advisory only. The following committees are appointed at the annual board organizational meeting for one year.

American Civics, Curriculum, Assessment and Instruction: Responsible for reviewing curriculum recommendations, textbook selection, staff requisitions and inventory. This is the only committee required by law (79-724) See attached document with updated

requirements for the American Civics Committee under LB 399. **3 members required. 2023 Members:** Rich Brabec, Amanda Jedlicka and Virginia Semerad.

Board Policy/Handbooks/Support Programs: Responsible for annual review of board policies, handbooks, safety/crisis plan. **2-3 members recommended. 2023 Members:** Renee Sayer, Virginia Semerad and Rich Brabec.

Public Relations/Strategic Planning/Calendar: Responsible for recommending the annual district calendar, strategic planning process, and promoting positive public relations and communication. **2-3 members recommended. 2023 Members:** Brian Vavricek, Renee Sayer and Amanda Jedlicka.

Building /Grounds/Transportation: Responsible for recommending approval of the building and grounds and transportation programs, vehicle replacement schedule, building maintenance and upgrade schedule) **3 members recommended. 2023 Members:** Renee Sayer, Brian Vavricek and Virginia Semerad.

Budget/Finance/Negotiations: Responsible for budget, finance, contract negotiations with administration, certificated staff negotiations and support staff contracts. **3 members recommended. 2023 Members:** Rich Brabec, Chuck Misek and Amanda Jedlicka

Foundation Committee: Responsible for working with the Schuyler Community Schools Foundation. **2 Members Required in Bylaws.** The foundation meets the first Monday of the month at 12:00pm. **2023 Board Members:** Brian Vavricek and Amanda Jedlicka

* Special temporary committees of the Board, except as specified by statute, may be appointed by the president or chosen by a vote of the Board as needed. The function of all such committees shall be fact-finding, deliberative and advisory, but never legislative or administrative. When the specified purpose of all sub-committees are appointed to conform to statute. The superintendent shall be an ex-officio member of all such committees.

II.H. Review of Conflict of Interest

Action Item

Attached below is the Immediate Family Employment and Conflict of Interest forms to be filled out by each board member. Please return these completed forms to the board president.

III. Approval of Consent Agenda

Consent Agenda

Discuss, Consider and Take Action on the consent agenda

Motion to approve the consent agenda Passed with a motion by Brian Vavricek and a second by Virginia Semerad.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

III.A. Agenda
Consent Item

III.B. Minutes
Consent Item

III.C. Acceptance of Claims
Consent Item

III.C.1. Bills of \$5,000 or more
Consent Item

III.D. Financial
Consent Item

III.E. Other Listed Reports
Consent Item

IV. Public Forum - We ask that all presentation be limited in their length.
Information Item

IV.A. Recognition of visitors and guests
Information Item
Rich Brabec

IV.B. Other topics (limited to 5 minutes - subject to guidelines of the Board Participation Policy)
Information Item

IV.C. Student Representative's Report
Information Item

IV.C.1. Bela Jedlicka will present on behalf of the student council.
Action Item

V. Action Items
Procedural Item

V.A. Budget, finance, negotiations, and personnel
Procedural Item

Rich Brabec, Chuck Misek, and Amanda Jedlicka

This committee is responsible for budget, finance, and contract negotiations with administration, certificated staff, and support staff.

V.A.1. Certified Staff Resignations and Retirements:

Bernice Maxwell - Special Education (We would like to thank Mrs. Maxwell on her 44 years of service in the teaching profession and her 5 years in the Schuyler School District. We wish her all the best on her retirement.

Action Item

Make a motion to accept the resignation of Bernice Maxwell. Passed with a motion by Dr Renee Sayer and a second by Brian Vavricek.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

V.A.2. New Hire Recommendations:

Baylie Richtig - Elementary Teacher for 2024-2025 (1.0 FTE)

TreMesha Thomas - PreSchool Teacher (1.0 FTE)

Dan Schmidt - HS Science Teacher (.45 FTE)

Action Item

Motion to approve hire recommendations. Passed with a motion by Brian Vavricek and a second by Virginia Semerad.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

V.A.3. Approve the 2024-2025 Negotiated Agreement for certified staff as presented.

The base salary will increase from \$38,100 to \$38,900, an increase of \$800. This represents a 4.85% increase, which also includes the insurance cost.

Action Item

Motional to approve the 2024-2025 negotiated agreement for certified staff. Passed with a motion by Richard Brabec and a second by Chuck Misek.

Dr Renee Sayer: Abstain (With Conflict), Brian Vavricek: Abstain (With Conflict), Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Virginia Semerad: Yea
Yea: 4, Nay: 0, Abstain (With Conflict): 2

V.B. IV.B. Building, Grounds, and Transportation

Rationale: This committee is responsible for recommending approval of building/grounds

and transportation programs, vehicle replacement schedule, building and maintenance and upgrade schedule.

Action Item

V.B.1. Proposal for Professional Engineering Services

Action Item

Engineering Technologies Inc. proposes to render professional engineering services in connection with the high school HVAC/Boiler Project.

Make a motion to approve Engineering Technologies Inc. to provide the professional engineering services for the high school HVAC upgrades. Passed with a motion by Amanda Jedlicka and a second by Dr Renee Sayer.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

V.C. VI.A. Board Policy, Handbooks, and Support Programs

Action Item

Rationale: This committee is responsible for annual review of board policies, handbooks, and crisis/safety plans. This committee is also responsible for the support and development of support programs (nursing, food service) in the district.

V.C.1. Update policy **408.02 - CERTIFICATED EMPLOYEE CONTRACT RELEASE**

Action Item

Make a motion to approve the updated policy 408.02 - CERTIFICATED EMPLOYEE CONTRACT RELEASE Passed with a motion by Dr Renee Sayer and a second by Brian Vavricek.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

VI. Discussion Items and Reports

Procedural Item

VI.A. Superintendent's Report

Information Item

Bret Schroder

VI.A.1. Legislative Update - attached is the upcoming legislative calendar.

Rich Brabec, Brian Vavricek, and I will be attending the NASB Legislative Issues Conference on January 21-22.

Action Item

Dr. Bret Schroder

VI.A.2. Developing a Mentor Program - thank you negotiation team.

Action Item

VI.A.3. Hiring Process - teachers and team members involved to create a supportive and collegial atmosphere.

Action Item

Dr. Bret Schroder

VII. Adjournment

Action Item

To view this meeting go to:

https://zoom.us/rec/share/Z3rBh3IZbfv4VGmUKbfjYeZW_zsM8GEEYIHtPyT6l0CSLodtd1friMEsa2evpRyC.9sOMKfG26i6no2zh

Motion to adjourn at 7:08 pm Passed with a motion by Chuck Misek and a second by Virginia Semerad.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

**SCHUYLER COMMUNITY SCHOOLS
MONTHLY DISBURSEMENT REPORT
For the month of FEBRUARY 2024**

Check #	Date	Vendor	Description	Amount
47038	2/12/2024	Agri-City Insurance Agency LLC	Surety bond	\$170.00
47039	2/12/2024	Albers All Around	Services	\$5,050.23
47040	2/12/2024	Amazon Capital Services	Supplies	\$16,103.36
47041	2/12/2024	Americom Communications	Services	\$231.25
47042	2/12/2024	Applied Connective Technologies	Security cameras systems	\$396,972.00
47043	2/12/2024	Baldo's Lawn Care	Snow removal	\$675.00
47044	2/12/2024	Blick Art Materials	Supplies	\$80.52
47045	2/12/2024	BOMGAARS	Supplies	\$302.30
47046	2/12/2024	Cada Electric, LLC	Richland repairs	\$5,390.80
47047	2/12/2024	Candlewood Suites Kearney	Hotel rooms	\$639.80
47048	2/12/2024	Casey's Business MasterCard	Fuel	\$168.59
47049	2/12/2024	Cash-Wa Distributing	Supplies	\$118.65
47050	2/12/2024	Follett Higher Education Group, LLC	Textbooks	\$520.24
47051	2/12/2024	CenturyLink	Phone	\$37.62
47052	2/12/2024	CenturyLink	Phone	\$561.75
47053	2/12/2024	Central Nebraska Rehab Services	OT/PT services	\$10,770.06
47054	2/12/2024	CEV	Certification voucher	\$2,600.00
47055	2/12/2024	CHI Health	DOT drug tests	\$28.00
47056	2/12/2024	Claris International Inc.	Filemaker renewal	\$11,200.00
47057	2/12/2024	Central Nebraska Comm. Action Partner., Inc.	2nd Qtr billing	\$25,267.16
47058	2/12/2024	Columbus Carpet, Inc	Repairs	\$433.70
47059	2/12/2024	Computer Information Concepts, Inc.	Training/Annual registration	\$11,340.00
47060	2/12/2024	Cornhusker Public Power District	Electricity	\$3,227.80
47061	2/12/2024	Culligan of Columbus	Soft water plans	\$252.10
47062	2/12/2024	Department Of Utilities	Utilities	\$23,414.30
47063	2/12/2024	Didier Grocery	Supplies	\$1,239.05
47064	2/12/2024	Eakes Office Products Center	Copies, leases	\$1,360.25
47065	2/12/2024	Edmentum	Apex learning	\$40,652.00
47066	2/12/2024	Educational Service Unit #2	21st Cent grant fee 5	\$11,748.00
47067	2/12/2024	Educational Serv Unit #7 Network	Tech support	\$356.25
47068	2/12/2024	ESU #7 Special Education	SPED services	\$32,970.44
47069	2/12/2024	Frontline Technologies Group, LLC	Applitrack renewal	\$2,901.61
47070	2/12/2024	Hadeel Haider	Interpreter services	\$35.00
47071	2/12/2024	Harris School Solutions	Supplies	\$1,117.70
47072	2/12/2024	Hometown Leasing	Copier leases	\$9,653.57
47073	2/12/2024	Michael Lewis	MS grate plates	\$1,380.00
47074	2/12/2024	J & B Auto Parts	Supplies	\$94.50
47075	2/12/2024	Jackson Services Inc	Linens	\$1,493.28
47076	2/12/2024	KSB School Law PC LLO	Legal services	\$2,410.00
47077	2/12/2024	Lakeshore Learning Materials	Supplies	\$1,849.87
47078	2/12/2024	Schuyler Sun/Lincoln Journal Star	Bd meeting, notices	\$294.79
47079	2/12/2024	Marriott	Hotel rooms	\$486.25
47080	2/12/2024	Omaha Marriott DTN Capitol Dis	Hotel rooms	\$956.00
47081	2/12/2024	Matheson Trigas	Supplies	\$721.69
47082	2/12/2024	Midwest Alarm Services	Inspections/monitoring	\$1,735.86
47083	2/12/2024	Midwest Service & Sales Co	Repairs	\$815.00
47084	2/12/2024	Minnesota Clay USA	Supplies	\$971.53

47085	2/12/2024	Nebr Assoc Of School Boards	Conference/ Retreat	\$7,298.01
47086	2/12/2024	National Art & School Supplies Inc	Supplies	\$748.62
47087	2/12/2024	Nat'l Center for Families Learning	Conf registrations	\$1,190.00
47088	2/12/2024	NE State Fire Marshal Agency	Annual certificates	\$72.00
47089	2/12/2024	One Source The Background Check Company	Background checks	\$144.00
47090	2/12/2024	OPTK Networks	Ethernet	\$171.12
47091	2/12/2024	Paper Tiger Shredding	Shredding	\$317.70
47092	2/12/2024	Parkview One Stop LLC	Fuel	\$1,046.84
47093	2/12/2024	Pekny & Associates CPA's PC	Services	\$225.00
47094	2/12/2024	Performance Foodservice - Omaha	Supplies	\$1,565.99
47095	2/12/2024	PHILLIPS 66 CO./SYNCB	Fuel	\$880.66
47096	2/12/2024	Sonova USA Inc.	Supplies	\$2,695.24
47097	2/12/2024	Presto-X	Pest Control	\$464.87
47098	2/12/2024	QC Supply, LLC	Supplies	\$921.85
47099	2/12/2024	Reardon Lawn & Garden	Repairs	\$300.76
47100	2/12/2024	Reinecke Motor Co.	Repairs	\$775.96
47101	2/12/2024	Karla Romero Lopez	Fam Lit Daycare Dec/Jan	\$413.50
47102	2/12/2024	Savvas Learning Company, LLC	Prof devel	\$700.00
47103	2/12/2024	Schuyler Chamber Of Commerce	Dues	\$750.00
47104	2/12/2024	Schuyler Coop Association	Fuel	\$2,575.82
47105	2/12/2024	Schuyler Home & Building Supply	Supplies	\$962.13
47106	2/12/2024	Snyder Heating & Refrigeration	SES Fire repairs	\$4,019.00
47107	2/12/2024	The Library Store	Supplies	\$101.37
47108	2/12/2024	Time Management Systems, Inc	Time clock payment	\$5,495.00
47109	2/12/2024	US Foods - Grand Island	Supplies	\$576.12
47110	2/12/2024	Verizon Wireless	Cell phones	\$512.67
47111	2/12/2024	VISA	Supplies	\$23.52
47112	2/12/2024	Visa	Ovens, supplies	\$2,661.71
47113	2/12/2024	VISA	Supplies	\$725.77
47114	2/12/2024	VISA	Supplies	\$393.16
47115	2/12/2024	VISA	Conference	\$1,391.25
47116	2/12/2024	VISA	Supplies	\$394.82
47117	2/12/2024	Vyve Broadband	Internet	\$696.02
47118	2/12/2024	WageWorks	Admin fees	\$195.00
47119	2/12/2024	Waste Connections of NE, Inc.	Sanitation services	\$1,849.10
47120	2/12/2024	Wildlife Encounters	Presentation	\$395.00
00224-01	2/12/2024	Heather Bebout	Mileage	\$62.31
00224-02	2/12/2024	Nestor Pelayo	Mileage	\$117.25
00224-03	2/12/2024	Vanessa Stanek	Mileage	\$22.11
TOTAL GENERAL FUND DISBURSEMENTS				\$674,649.12
2315	2/12/2024	Brian K. Kracl	Snow blower	\$700.00
2316	2/12/2024	Intelligent Marking USA, Inc.	Paint striper	\$15,000.00
TOTAL DEPRECIATION FUND DISBURSEMENTS				\$15,700.00
473	2/12/2024	Computer Hardware, Inc.	Repairs	\$1,493.00
TOTAL STUDENT FEES FUND DISBURSEMENTS				\$1,493.00

SCHUYLER COMMUNITY SCHOOLS
MONTHLY DISBURSEMENT REPORT over \$5000
For the month of FEBRUARY 2024

Check #	Date	Vendor	Description	Amount	
47042	2/12/2024	Applied Connective Technologies	Security cameras systems	\$396,972.00	
47065	2/12/2024	Edmentum	Apex learning	\$40,652.00	
47068	2/12/2024	ESU #7 Special Education	SPED services	\$32,970.44	
47057	2/12/2024	Central Nebraska Comm. Action Partner., Inc.	2nd Qtr billing	\$25,267.16	
47062	2/12/2024	Department Of Utilities	Utilities	\$23,414.30	
47040	2/12/2024	Amazon Capital Services	Supplies	\$16,103.36	
47066	2/12/2024	Educational Service Unit #2	21st Cent grant fee 5	\$11,748.00	
47059	2/12/2024	Computer Information Concepts, Inc.	Training/Annual registration	\$11,340.00	
47056	2/12/2024	Claris International Inc.	Filemaker renewal	\$11,200.00	
47053	2/12/2024	Central Nebraska Rehab Services	OT/PT services	\$10,770.06	
47072	2/12/2024	Hometown Leasing	Copier leases	\$9,653.57	
47085	2/12/2024	Nebr Assoc Of School Boards	Conference/ Retreat	\$7,298.01	
47108	2/12/2024	Time Management Systems, Inc	Time clock payment	\$5,495.00	
47046	2/12/2024	Cada Electric, LLC	Richland repairs	\$5,390.80	
47039	2/12/2024	Albers All Around	Services	\$5,050.23	
TOTAL GENERAL FUND DISBURSEMENTS				\$613,324.93	
	2316	2/12/2024	Intelligent Marking USA, Inc.	Paint striper	\$15,000.00
TOTAL DEPRECIATION FUND DISBURSEMENTS				\$15,000.00	

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 01/01/2024 to 01/31/2024.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
SCHUYL Schuyler Community Schools								
A	ACADEMIC							
	1100		CONSORTIUM PAYROLL	232.84	0.00	0.00	0.00	232.84
	1500		ARC EQUIP SPEC.ED.	1,894.05	0.00	0.00	0.00	1,894.05
	A Totals:			2,126.89	0.00	0.00	0.00	2,126.89
B	ACTIVITIES							
	2100		BASKETBALL B	-1,455.00	0.00	460.00	0.00	-1,915.00
	2150		BASKETBALL G	-1,891.82	0.00	330.00	0.00	-2,221.82
	2200		CROSS COUNTRY B & G	120.00	0.00	0.00	0.00	120.00
	2250		CROSS COUNTRY	0.00	0.00	0.00	0.00	0.00
	2300		FOOTBALL	190.00	0.00	1,705.00	0.00	-1,515.00
	2350		GOLF B	300.00	0.00	0.00	0.00	300.00
	2375		GOLF G	-55.00	0.00	0.00	0.00	-55.00
	2400		SOFTBALL	220.30	0.00	0.00	0.00	220.30
	2450		SOCCER B	545.00	0.00	75.00	0.00	470.00
	2500		SOCCER G	400.00	0.00	75.00	0.00	325.00
	2600		TRACK	-2,386.36	0.00	135.00	0.00	-2,521.36
	2700		VOLLEYBALL	0.00	0.00	0.00	0.00	0.00
	2750		WRESTLING	-1,805.00	0.00	325.00	0.00	-2,130.00
	2755		WEIGHT ROOM EQUIPMENT	7.50	0.00	0.00	0.00	7.50
	2775		GIRLS WRESTLING	-2,501.42	0.00	250.00	0.00	-2,751.42
	2800		SMS ATHLETICS	2,090.67	1,425.07	744.14	0.00	2,771.60
	2850		LAUNDRY	0.00	0.00	0.00	0.00	0.00
	2900		GENERAL	-1,498.07	3,171.23	1,750.50	538.00	460.66
	2950		MEDICAL	-122.08	28.93	0.00	0.00	-93.15
	2970		BOOSTER CLUB DONATION	0.00	0.00	0.00	0.00	0.00
	2975		DONATIONS	1,954.78	0.00	0.00	0.00	1,954.78
	2980		SPEECH	0.00	0.00	0.00	0.00	0.00
	2982		FFA	0.00	0.00	0.00	0.00	0.00
	2984		ONE ACT	0.00	0.00	0.00	0.00	0.00
	2986		FCCLA	0.00	0.00	0.00	0.00	0.00
	2988		YOUTH SPORTS	0.00	0.00	0.00	0.00	0.00
	2990		CHEER	0.00	0.00	0.00	0.00	0.00
	2995		DANCE	0.00	0.00	0.00	0.00	0.00
	B Totals:			-5,886.50	4,625.23	5,849.64	538.00	-6,572.91

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 01/01/2024 to 01/31/2024.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
C	DISTRICT							
	3100		ADULT EDUCATION	0.00	0.00	0.00	0.00	0.00
	3110		COLLEGE CREDIT	-7,849.49	0.00	0.00	0.00	-7,849.49
	3200		GENERAL	14,159.50	1,807.30	350.57	0.00	15,616.23
	3250		FIELD HOUSE	58,751.13	2,031.19	846.29	0.00	59,936.03
	3300		FINES	1,916.09	0.00	0.00	0.00	1,916.09
	3400		HIGH SCHOOL--- BOOK FINES	0.00	0.00	0.00	0.00	0.00
	3450		SCHS LIBRARY FINES	1,115.21	0.00	0.00	0.00	1,115.21
			C Totals:	68,092.44	3,838.49	1,196.86	0.00	70,734.07
D	DEPARTMENTS							
	4000		BAND	-3,134.85	0.00	672.00	0.00	-3,806.85
	4025		Musical	3,155.78	0.00	0.00	0.00	3,155.78
	4050		VOCAL	0.00	0.00	0.00	0.00	0.00
	4750		KOEHN TRUST (BAND DONATION)	9,410.62	0.00	0.00	0.00	9,410.62
			D Totals:	9,431.55	0.00	672.00	0.00	8,759.55
E	UNIFORMS & EQUIPMENT							
	4500		BAND (UNIFORM DEP)	828.18	0.00	0.00	0.00	828.18
	4650		FLAG CORPS	1,383.26	0.00	0.00	0.00	1,383.26
	4700		INSTRUMENT RENTAL	0.00	0.00	0.00	0.00	0.00
	4770		AMBASSADORS	1,637.88	0.00	0.00	0.00	1,637.88
			E Totals:	3,849.32	0.00	0.00	0.00	3,849.32

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 01/01/2024 to 01/31/2024.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
F	CLUBS ORGANIZATIONS							
5000	ART			237.70	0.00	0.00	0.00	237.70
5005	ATHS			0.00	0.00	0.00	0.00	0.00
5050	CHEERLEADERS			4,659.40	2,000.00	1,018.80	0.00	5,640.60
5100	DRAMATICS, SPEECH			540.70	0.00	2,211.35	0.00	-1,670.65
5105	One Act - NA			-686.22	0.00	1,325.95	0.00	-2,012.17
5150	DANCE TEAM			-3,808.62	100.00	179.64	0.00	-3,888.26
5175	EMERGENCY RESPNSE TEAM			0.00	0.00	0.00	0.00	0.00
5200	FFA CLUB			18,315.07	0.00	0.00	0.00	18,315.07
5250	FCCLA CLUB			-856.24	0.00	251.40	0.00	-1,107.64
5300	CULTURAL UNITY			2,024.52	0.00	0.00	0.00	2,024.52
5350	NATIONAL HONOR SOCIETY			4,529.08	30.00	1,503.87	0.00	3,055.21
5400	S-CLUB			746.45	714.39	0.00	0.00	1,460.84
5405	SPIRIT CLUB			0.00	0.00	0.00	0.00	0.00
5425	WARRIORS STAND FOR THE SILENT			0.00	0.00	0.00	0.00	0.00
5500	SCIENCE & mATH cLUB			5,461.03	0.00	50.00	0.00	5,411.03
5510	SCIENCE TRIP			0.00	0.00	0.00	0.00	0.00
5515	INDUST. TECH GRANT SCHS			2,000.00	0.00	0.00	0.00	2,000.00
5525	SCIENCE FAIR			0.00	0.00	0.00	0.00	0.00
5550	STUDENT COUNCIL			2,399.84	0.00	54.54	0.00	2,345.30
5575	504 R ACTIVITY FUND			0.00	0.00	0.00	0.00	0.00
5600	RICHLAND ACTIVITY FUND			2,276.18	0.00	0.00	0.00	2,276.18
5610	FISHER 24 ACTIVITY FUND			7,024.41	6.40	201.71	0.00	6,829.10
5615	DUAL LANGUAGE			678.66	0.00	0.00	0.00	678.66
5616	Dual Lang Students			6,390.77	0.00	667.00	0.00	5,723.77
5620	SCHUYLER ELEMENTARY SCHOOL			-563.04	0.00	0.00	0.00	-563.04
5621	SES FELICIATIONS			0.00	0.00	0.00	0.00	0.00
5622	SES FIELD DAY			8,812.83	0.00	0.00	0.00	8,812.83
5623	SES Vocal Music Club			713.10	0.00	0.00	0.00	713.10
5624	SES LIBRARY			3,929.81	0.00	0.00	0.00	3,929.81
5631	SES POP FUND			0.00	0.00	0.00	0.00	0.00
5632	SES Band CLUB			302.90	0.00	0.00	0.00	302.90
5633	SES STEM			5,917.50	0.00	0.00	0.00	5,917.50
5650	BRAINSTORMING			0.00	0.00	0.00	0.00	0.00
5675	TEEN MOM'S			0.00	0.00	0.00	0.00	0.00
5700	A.S.K.			2,204.46	0.00	0.00	0.00	2,204.46
5725	STUDENT COUNCIL MAKE A WISH			2,889.37	0.00	0.00	0.00	2,889.37
5750	FELLOWSHIP CHRISTIANS FOR ATHLETICS			0.00	0.00	0.00	0.00	0.00
5775	INDUSTRIAL TECH ACCOUNT			0.00	0.00	0.00	0.00	0.00
5800	SHEEL CREEK WATER TESTING			0.00	0.00	0.00	0.00	0.00
5825	PRESCHOOL			3,081.32	0.00	598.00	0.00	2,483.32
5900	SMS GENERAL ACTIVITY			-789.94	334.34	0.00	0.00	-455.60
5901	SMS STUDENT COUNCIL			6,735.37	0.00	0.00	0.00	6,735.37
5902	SMS LIBRARY			2,305.28	0.00	75.61	0.00	2,229.67
5903	SMS RESOURCE ROOM			4,680.90	0.00	0.00	0.00	4,680.90

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 01/01/2024 to 01/31/2024.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
5904			SMS BAND CLUB	98.60	0.00	0.00	0.00	98.60
5905			SMS TEACHER POP 7702463	189.83	0.00	0.00	0.00	189.83
5906			SMS EDUCATIONQUEST FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00
5907			SMS Entrepreneurship	0.00	0.00	0.00	0.00	0.00
5909			SMS VOCAL MUSIC	3.25	0.00	0.00	0.00	3.25
5910			SMS VOLLEYBALL CLUB	1,513.88	976.16	0.00	0.00	2,490.04
5911			SMS YEARBOOK	-735.19	0.00	0.00	0.00	-735.19
5915			SMS WRESTLING CLUB	232.20	0.00	0.00	0.00	232.20
5916			SMS G Wrestling Club	205.71	0.00	0.00	0.00	205.71
5920			SMS FOOTBALL CLUB	1,837.68	0.00	0.00	0.00	1,837.68
5925			SMS BOYS BASKETBALL CLUB	763.04	0.00	23.99	0.00	739.05
5926			SMS GIRLS BASKETBALL	488.96	0.00	0.00	0.00	488.96
5927			SMS TRACK CLUB	0.00	0.00	0.00	0.00	0.00
5928			SMS CROSS COUNTRY	-185.76	0.00	0.00	0.00	-185.76
5930			YOUTH FOOTBALL	0.00	0.00	0.00	0.00	0.00
5935			YOUTH SPORTS	-649.00	0.00	0.00	0.00	-649.00
5940			YOUTH SOCCERE	7,928.95	0.00	112.09	0.00	7,816.86
5945			TEAMMATES	6,901.75	0.00	0.00	-538.00	6,363.75
5950			SMS SPEECH	44.18	0.00	0.00	0.00	44.18
5955			SMS Weights Club	0.00	0.00	0.00	0.00	0.00
5960			SES Counseling	423.20	0.00	0.00	0.00	423.20
5975			SMS Weights	356.41	0.00	0.00	0.00	356.41
F Totals:				111,570.28	4,161.29	8,273.95	-538.00	106,919.62
G	CONCESSION/VENDING							
6000			CONCESSION	308.71	666.22	1,840.41	0.00	-865.48
6005			SMS CONCESSIONS	-616.33	187.95	376.69	0.00	-805.07
6010			Imp. Fund-10%	1,764.23	236.91	926.30	0.00	1,074.84
6015			SMS IMP FUND - 10%	-330.90	55.97	304.35	0.00	-579.28
6100			SCHS PEPSI 7701503	8,387.74	641.71	2,729.02	0.00	6,300.43
6105			SMS PEPSI 7702463	-735.37	167.70	365.58	0.00	-933.25
6125			SCHS LUNCH PEPSI	0.00	0.00	0.00	0.00	0.00
6150			SCS FIELD HOUSE POP	1,993.51	0.00	0.00	0.00	1,993.51
6200			STUDENT POP	1,022.46	0.00	0.00	0.00	1,022.46
6300			TEACHER POP	5,788.42	0.00	0.00	0.00	5,788.42
6400			S-CLUB JUICE	38.64	0.00	0.00	0.00	38.64
6500			MAINTENANCE	11,729.45	10.14	0.00	0.00	11,739.59
6600			MILK MACHINE - FCCLA	0.00	0.00	0.00	0.00	0.00
G Totals:				29,350.56	1,966.60	6,542.35	0.00	24,774.81

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 01/01/2024 to 01/31/2024.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
H	SALES							
	7000		HORTICULTURE	15,477.72	0.00	3,636.01	0.00	11,841.71
	7010		HOUSE CONSTRUCTION	8,727.88	0.00	0.00	0.00	8,727.88
	7020		HOUSE RENTAL	31,127.10	1,000.00	0.00	0.00	32,127.10
	7050		INDUSTRIAL TECH / PLASMA CAM SALES	4,121.72	0.00	0.00	0.00	4,121.72
	7150		BBB CLUB ACCOUNT	475.83	0.00	0.00	0.00	475.83
	7200		GBB CLUB ACCOUNT	2,117.01	0.00	697.27	0.00	1,419.74
	7215		BOYS GOLF CLUB ACCT.	6,836.54	600.00	0.00	0.00	7,436.54
	7225		GIRLS GOLF CLUB ACCOUNT	816.89	100.00	0.00	0.00	916.89
	7250		WRESTLING CLUB ACCOUNT	8,837.31	0.00	304.20	0.00	8,533.11
	7260		GIRLS WRESTLING CLUB	4,166.23	0.00	0.00	0.00	4,166.23
	7275		WRESTLING AIDS	385.83	0.00	0.00	0.00	385.83
	7300		BSOC CLUB ACCOUNT	3,976.67	0.00	0.00	0.00	3,976.67
	7325		GSOC CLUB ACCOUNT	2,153.46	0.00	0.00	0.00	2,153.46
	7350		G/B CROSS COUNTRY CLUB	460.72	0.00	0.00	0.00	460.72
	7400		FOOTBALL CLUB ACCOUNT	3,042.35	0.00	0.00	0.00	3,042.35
	7450		VOLLEYBALL CLUB ACCT.	17,386.53	0.00	0.00	0.00	17,386.53
	7500		SB CLUB ACCOUNT	1,964.48	0.00	0.00	0.00	1,964.48
	7550		STUDENT PURCHASES	244.52	0.00	0.00	0.00	244.52
	7600		TR. CLUB ACCT	2,183.60	311.55	0.00	0.00	2,495.15
	7650		SPEECH CLUB	3,110.02	0.00	0.00	0.00	3,110.02
	7700		ONE ACT CLUB	2,166.36	985.50	52.76	0.00	3,099.10
	H Totals:			119,778.77	2,997.05	4,690.24	0.00	118,085.58

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 01/01/2024 to 01/31/2024.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
I	CLASSES							
	8000		ALUMNI ACCOUNT	1,386.24	0.00	0.00	0.00	1,386.24
	8255		CLASSES OF 2013	0.00	0.00	0.00	0.00	0.00
	8260		CLASS 2014	0.00	0.00	0.00	0.00	0.00
	8265		CLASS OF 2015	0.00	0.00	0.00	0.00	0.00
	8270		CLASS OF 2016	0.00	0.00	0.00	0.00	0.00
	8275		CLASS OF 2017	0.00	0.00	0.00	0.00	0.00
	8280		CLASS 2018	0.00	0.00	0.00	0.00	0.00
	8285		CLASS OF 2019	0.00	0.00	0.00	0.00	0.00
	8290		CLASS OF 2020	0.00	0.00	0.00	0.00	0.00
	8295		CLASS OF 2021	0.00	0.00	0.00	0.00	0.00
	8300		Class of 2022	0.00	0.00	0.00	0.00	0.00
	8305		CLASS OF 2023	574.42	0.00	0.00	0.00	574.42
	8310		CLASS OF 2024	-179.43	0.00	0.00	0.00	-179.43
	8315		CLASS OF 2025	410.06	185.18	0.00	0.00	595.24
	8320		CLASS OF 2026	1,167.27	0.00	0.00	0.00	1,167.27
	8325		CLASS OF 2027	447.26	0.00	0.00	0.00	447.26
	8330		CLASS OF 2028	298.97	0.00	0.00	0.00	298.97
	8335		CLASS OF 2029	-788.82	0.00	0.00	0.00	-788.82
	8340		CLASS OF 2030	-6.30	0.00	0.00	0.00	-6.30
	8345		CLASS OF 2031	1,295.11	0.00	0.00	0.00	1,295.11
	8350		Class of 2032	1,269.58	0.00	410.00	0.00	859.58
	8355		CLASS OF 2033	986.57	0.00	204.00	0.00	782.57
	8360		Class of 2034	2,712.24	0.00	687.64	0.00	2,024.60
	8365		CLASS OF 2035	89.62	0.00	425.00	0.00	-335.38
	8370		Class of 2036	824.24	0.00	485.00	0.00	339.24
			I Totals:	10,487.03	185.18	2,211.64	0.00	8,460.57
J	YEARBOOK							
	8560		YEARBOOK	11,044.27	0.00	0.00	0.00	11,044.27
			J Totals:	11,044.27	0.00	0.00	0.00	11,044.27

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 01/01/2024 to 01/31/2024.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance	
K	MISCELLANEOUS								
	9000		STUDENT COUNCIL SCHOOL IMPROVMENT FUND	1,304.25	0.00	0.00	0.00	1,304.25	
	9025		SAVE THE CHILDREN	0.00	0.00	0.00	0.00	0.00	
	9030		AFTERSCHOOL PROGRAM	126,251.79	1,422.00	0.00	0.00	127,673.79	
	9031		BEYOND SCHOOL BELL	81,834.32	17,121.20	3,068.47	0.00	95,887.05	
	9035		SIXPENSE	0.00	0.00	0.00	0.00	0.00	
	9040		SES BACK PACK PROGRAM	1,492.21	0.00	0.00	0.00	1,492.21	
	9045		BUILDING HEALTHY RELATIONSHIPS.	7,736.07	0.00	0.00	0.00	7,736.07	
	9050		STAFF INSURANCE PURCHASES	361.16	0.00	0.00	0.00	361.16	
	9075		KEY DEPOSITS & RENTAL FEES	9,763.25	0.00	0.00	0.00	9,763.25	
	9085		PROFESSIONAL DEVELOPMENT	-1,101.33	0.00	0.00	0.00	-1,101.33	
	9095		PARENT INVOLMENT - PRESCHOOL	12,859.00	0.00	0.00	0.00	12,859.00	
	9100		BLOOD MOBILE	0.00	0.00	0.00	0.00	0.00	
	9105		WELLNESS WARRIORS	4,811.63	0.00	2,500.00	0.00	2,311.63	
	9110		PTO WELLNESS DAY DONATION	-8,685.00	0.00	0.00	0.00	-8,685.00	
	9115		LUNCH CARD	2,446.05	0.00	0.00	0.00	2,446.05	
	9125		TMH	0.00	0.00	0.00	0.00	0.00	
	9150		PRINCIPAL	1,069.26	20.29	0.00	0.00	1,089.55	
	9175		Technology Fee	30,142.00	122.00	638.00	0.00	29,626.00	
	9250		Booster Club	2,582.18	0.00	0.00	0.00	2,582.18	
	9300		Credit Cards to Other ACCTS	45.00	125.00	0.00	0.00	170.00	
	K Totals:			272,911.84	18,810.49	6,206.47	0.00	285,515.86	
L	SCHOLARSHIPS/MEMORIALS								
	9200		EF TOUR	0.00	8,900.00	8,900.00	0.00	0.00	
	9500		COLLEGE ACCESS GRANT	-184.35	0.00	0.00	0.00	-184.35	
	L Totals:			-184.35	8,900.00	8,900.00	0.00	-184.35	
	SCHUYLER Activity Totals:			632,572.10	45,484.33	44,543.15	0.00	633,513.28	
				Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
SCHUYLER Checking:						45,484.33	44,543.15		
SCHUYLER Investment:									
SCHUYLER Bank Balances:				632,572.10		45,484.33	44,543.15	0.00	633,513.28
Report Activity Totals:				632,572.10		45,484.33	44,543.15	0.00	633,513.28

SCHUYLER COMMUNITY SCHOOLS

Treasurer's Report

Fiscal Year 2024

SCHUYLER COMMUNITY SCHOOLS	Jan-24	YTD
GENERAL FUND		2023-2024
Beginning Cash Balance	828,353.38	830,082.34
Receipts:		
Colfax county Local District Tax	1,468,945.81	5,599,823.33
Butler county Local District Tax	201,146.92	552,333.72
Saunders county Local District Tax	3,868.36	5,401.70
Interest	7,695.31	41,967.00
License Fees		300.00
Rent of Facility		0.00
Categorical Grants		31,534.63
Curriculum Receipts		0.00
Other Local Receipts		0.00
Private grants		0.00
ESU Receipts		0.00
State Aid	472,233.00	2,361,165.00
Special Education	237,699.00	474,698.00
SPED Transportation		0.00
State Apportionment	329,259.13	329,259.13
Distant Ed Incentive		0.00
Six Pence		126,725.00
Other State Receipts		0.00
High Ability Learner		0.00
IDEA ARP Base 0-21		0.00
IDEA ARP Preschool		0.00
IDEA ARP Proportionate Share		0.00
Title 1 Part A		115,330.00
Title I part B		0.00
Title I, SIG		0.00
Title II, Part A - Staff		0.00
SPED IDEA Base		0.00
SPED Preschool		5,501.00
SPED IDEA Part B BASE Enrollment/Poverty		382,586.00
SPED IDEA, Part B Enroll		0.00
SPED Ed IDEA CEIS		0.00
SPED non public		0.00
Medicaid in the Public Schools - MIPS	27,178.31	51,234.00
NASB MEDICAID Reimbursements		8,851.66
Carl Perkins Fund		0.00
E-Rate Reimbursement		0.00
Migrant		0.00
Title III	19,080.00	19,080.00
Title III Immigrant		0.00
Peak ILCD/other grants		1,750.00
21st Century Grant		22,048.00
Title IV A SSAE Grant		0.00
ESSERS I		0.00
ESSERS II		702,302.00
ESSERS III		0.00
Insurance Adjustments		0.00
Sale of Property		0.00
Other Non Revenue		1,212.88
ASP HS Expanded Learning		0.00
ARP Summer School	39,577.00	39,577.00
Transfers in		0.00
Total Receipts	2,806,682.84	10,872,680.05

Non-program Receipts		
Intrafund loan from QCPUF		0.00
Non-program Receipts		500.00
Lunch & Coop Fund Reimbursements	<u>40,341.89</u>	<u>206,355.55</u>
Subtotal	40,341.89	206,855.55
Transfers from CD		
Transfers IN/OUT Money Market Accounts		<u>0.00</u>
Total Receipts & Transfers	2,847,024.73	11,079,535.60
General Fund Cash	3,675,378.11	11,909,617.94
General Fund Disbursements	-2,043,461.07	-10,277,700.90
Transfers In/Out Money Market Accounts		0.00
Prior Period Adjustment (Voided Checks)		0.00
Total Disbursements	<u>-2,043,461.07</u>	<u>-10,277,700.90</u>
GENERAL FUND Cash Balance	<u>1,631,917.04</u>	<u>1,631,917.04</u>

SPECIAL BUILDING FUND		
Beginning Cash Balance	386,641.34	442,753.83
Colfax County Tax Collection	55,601.01	222,505.42
Butler County Tax Collection	7,872.60	22,582.42
Saunders County Tax Collection	160.00	226.32
ESSER II		0.00
ESSER III		0.00
ESSER III		0.00
Sale of Property		0.00
Interest	1,364.30	6,620.26
2019 HS Bonds sold		0.00
Sale of Property		0.00
Non-revenue receipts		<u>500.00</u>
Total before non-program receipts	64,997.91	252,434.42
Non-program Receipts/transfers		<u>0.00</u>
Total Monthly Receipts	64,997.91	252,434.42
Cashed CD's		<u>0.00</u>
Total Building Fund Cash	451,639.25	695,188.25
Disbursements & Transfers:		
Total Expenditures	0.00	-243549.00
Non-program Expenditures		0.00
Loan repayment to QCPUF		0.00
Total Disbursements	<u>0.00</u>	<u>-243549.00</u>
Special Building Fund Ending Balance	<u>451,639.25</u>	<u>451,639.25</u>

BOND FUND ACCOUNT

Beginning Balance Pinnacle Bank	93,360.07	719,512.29
Bond tax collections	138,095.94	561,087.15
Interest	146.61	2,572.18
		<u>0.00</u>
Total before non-program receipts	138,242.55	563,659.33
Non-program Receipts/transfers		0.00
Total Monthly Receipts	138,242.55	563,659.33
Bond Payment	0.00	<u>-1,051,539.00</u>
Expenditures	<u>0.00</u>	<u>-30.00</u>
Loan repayment to QCPUF		<u>0.00</u>
Balance bonds	231,602.62	231,602.62
Beginning Balance - County Treasurer		0.00
Old Bond - WW 1993 - Held by Colfax Co Treasurer		0.00
Transfers		<u>0.00</u>
Total Old Bond Balance		0.00
Beatrice Bank Holding funds		0.00
Total Bond Fund Balance	<u>231,602.62</u>	<u>231,602.62</u>

DEPRECIATION FUND SAVINGS

Beginning Balance Checking accounts	55,860.86	30,540.92
Receipts		100,000.00
Interest on Money Market Accounts	<u>52.29</u>	<u>328.79</u>
Non-program receipts		
Total	55,913.15	130,869.71
Disbursements	-6,000.00	-80,956.56
Transfers		
Non-program disbursements		
Ending Balance Cash account/Money Market Ac	<u>49,913.15</u>	<u>49,913.15</u>
DEPRECIATION FUND INVESTMENTS:		
Beginning Balance (800011254, 800012522, 583)	88,253.38	87,898.89
CD's		0.00
Interest		354.49
Ending Balance Investments	88,253.38	88,253.38
Total Depreciation Funds	<u>138,166.53</u>	<u>138,166.53</u>

QUALIFIED CAPITAL PURPOSE BONDS

Beginning balance	<u>4,881,413.35</u>	<u>4,812,985.52</u>
PINNACLE BANK (initial deposit+interest)		
Colfax County Tax Collections	33,516.25	144,783.80
Butler County Tax Collections	4,717.62	14,523.98
Saunders County Tax Collections	99.67	143.70
Interest & Transfers	21,167.24	94,385.61
US Treasury Receipts	113,338.31	113,338.31
Total Monthly Receipts	172,839.09	367,175.40
Transfers/Loan repayment		0.00
Payments/Disbursements		-125,908.48
Loans		0.00
Fund Balance	<u>5,054,252.44</u>	<u>5,054,252.44</u>

EMPLOYEE BENEFITS FUND

Beginning Balance	78,079.46	77,010.25
Deposits	6,442.86	55,515.78
Total Revenue	84,522.32	132,526.03
Disbursements & Transfers:	<u>-9,790.19</u>	<u>-57,793.90</u>
Ending Balance	<u>74,732.13</u>	<u>74,732.13</u>
EMPLOYEE BENEFITS FUND INVESTMENTS:		
Beginning Balance (800010018; 55375)	13,828.53	13,807.65
SCS CD's Interest		20.88
Ending Balance	13,828.53	13,828.53
Total Employee Benefits Funds Investments	<u>13,828.53</u>	<u>13,828.53</u>
Total Employee Benefits Funds	<u>88,560.66</u>	<u>88,560.66</u>

SCS STUDENT FEES

Beginning Balance	49,061.09	40,694.26
Receipts	991.24	12,206.07
Total	<u>50,052.33</u>	<u>52,900.33</u>
Disbursements	<u>-1,930.00</u>	<u>-4,778.00</u>
Ending Balance	<u>48,122.33</u>	<u>48,122.33</u>

SCS ACTIVITY FUND

Beginning Balance	632,572.10	636,644.80
Receipts	45,484.33	234,204.11
Total	<u>678,056.43</u>	<u>870,848.91</u>
Disbursements	<u>-44,543.15</u>	<u>-237,335.63</u>
Ending Balance	<u>633,513.28</u>	<u>633,513.28</u>

Lunch Fund

Beginning Balance Checking accounts	226,234.61	354,749.03
Receipts	102,728.88	589,867.70
Interest	295.87	1,786.32
non-program receipts		<u>0.00</u>
Total Cash	329,259.36	<u>946,403.05</u>
Disbursements	-123,617.49	-740,761.18
non-program expenses		0.00
Total Expenditures	<u>-123,617.49</u>	<u>-740,761.18</u>
Total Lunch Funds	<u>205,641.87</u>	<u>205,641.87</u>

SCS COOPERATIVE FUND

Beginning Balance	15,102.01	5,578.67
Receipts	6,704.29	29,565.49
Total	<u>21,806.30</u>	<u>35,144.16</u>
Disbursements	<u>-3,334.46</u>	<u>-16,672.32</u>
Ending Balance	<u>18,471.84</u>	<u>18,471.84</u>

Submitted By:

Charles P. Misek, Treasurer

SCHUYLER COMMUNITY SCHOOLS

Revenue Summary Report

FY 2024

For the Month of JANUARY 2024

Account	BUDGET 2023-24	Jan-24	2023-24 YTD TOTALS	Percent Collected
Tax Collections	15,190,151.00	1,673,961.09	6,157,558.75	40.54%
Tuition Rec'd Other Districts	-		-	0.00%
Interest earned on Local Receipts	42,000.00	7,695.31	41,967.00	99.92%
CD Interest	7,500.00		-	0.00%
License Fee	3,500.00		300.00	8.57%
Community Service Activities	3,000.00		-	0.00%
Grants from Corp & other private	-		31,534.63	
Other Local Receipts	19,118.00		-	0.00%
ESU Receipts	2,000.00		-	0.00%
State Aid	4,722,330.00	472,233.00	2,361,165.00	50.00%
Sp Ed Programs	808,000.00	237,699.00	474,698.00	58.75%
Sp Ed Transportation	4,000.00		-	0.00%
State Apportionment	200,482.00	329,259.13	329,259.13	164.23%
Other State/Distance Learning Education			-	
High Ability Learner	6,500.00		-	0.00%
Six Pence	335,000.00		126,725.00	37.83%
Other State	5,000.00		-	0.00%
Title I, Part A	200,000.00		115,330.00	0.00%
Title I, part B	400,000.00		-	0.00%
Title I - School Improvement Grant			-	0.00%
Title IIA	140,000.00		-	0.00%
Title IIA, ESU7 Consortium	-		-	0.00%
IDEA ARP Base 0-21				0.00%
IDEA ARP Preschool				0.00%
IDEA ARP Proportionate Share				0.00%
IDEA, to age 5	82,576.00		-	0.00%
Sp Ed - Base	250,000.00		5,501.00	2.20%
IDEA Part B Base Enrollment Poverty	352,921.00		382,586.00	108.41%
Sp Ed-Part B Funds Enrollment	47,595.00		-	0.00%
Sp Ed - CEIS	45,000.00		-	0.00%
Sp Ed - Non public			-	0.00%
Medicaid in Public schools	10,000.00	27,178.31	51,234.00	0.00%
NASB NEBMAC MEDICAID	40,000.00		8,851.66	22.13%
Carl Perkins	5,000.00		-	0.00%
E-Rate Reimbursement	57,000.00		-	0.00%
Migrant	-		-	
Title III	80,000.00	19,080.00	19,080.00	23.85%
Title III Immigrant	4,575.00		-	0.00%
Peak ILCD/other grants	425.00		1,750.00	411.76%
21st Century Grant	272,109.00		22,048.00	8.10%
Title IV-A SSAE	-		-	
ESSERS II	200,000.00		702,302.00	351.15%
ESSERS III	1,496,796.00		-	0.00%
Education Quest	-		-	0.00%
Scott Grant - Child Well Being			-	
Debt Services			-	0.00%
Insurance Adjustments	-		-	0.00%
Sale of Property	-		-	0.00%
Other Non Revenue Receipts			1,212.88	0.00%
ASP HS Expanded Learning				
ARP Summer School		39,577.00		
Total Program Receipts	25,032,578.00	# 2,806,682.84	10,833,103.05	43.28%

Non Program Receipts

Non Program Receipts	-		500.00	
Lunch, Coop Payroll or Reimb	-	40,341.89	206,355.55	
Intrafund loan from QCPUF	-			
Total Receipts	<u>25,032,578.00</u>	<u>2,847,024.73</u>	<u>11,039,958.60</u>	
Total Budgeted Beginning Cash	<u>1,463,175.98</u>			
Total Resources Available	<u>26,495,753.98</u>			

Audit adjustments**OTHER FUND RECEIPTS**

Depreciation Fund Receipts	318,008.00	52.29	100,683.28	31.66%
Employee Benefits Fund Receipts	90,912.00	6,442.86	55,598.39	
Qualified Capital Purpose Fund	1,000,000.00	172,839.09	367,175.40	36.72%
Activities Fund Receipts	749,720.00	45,484.33	234,204.11	31.24%
Lunch Fund Receipts	1,867,000.00	103,024.75	591,654.02	31.69%
Bond Fund	2,300,000.00	138,242.55	563,659.33	24.51%
Special Bldg Fund	1,100,000.00	64,997.91	252,434.42	22.95%
Cooperative Fund	175,000.00	6,704.29	29,565.49	16.89%
Student Fee Receipts	<u>30,000.00</u>	<u>991.24</u>	<u>12,206.07</u>	40.69%
TOTAL OTHER FUND RECEIPTS	7,630,640.00	538,779.31	2,207,180.51	

Beginning Balances	8,052,196.72			
TOTAL SCS FUND RECEIPTS	42,178,590.70	<u>3,385,804.04</u>	<u>13,247,139.11</u>	

Transfer

General Fund	-		-	
Depreciation Fund			-	
Employee Benefits			-	
Qualified Capital Purpose Fund			-	
Activity Fund			-	
Lunch Fund			-	
Bond Fund			-	
Special Building Fund			-	
Cooperative Fund			-	
Student Fees Fund			-	
TOTAL TRANSFERS		-	-	
TOTAL SCS RECEIPTS WITH TRANSFERS		<u>3,385,804.04</u>	<u>13,247,139.11</u>	

SCHUYLER COMMUNITY SCHOOLS
EXPENDITURE SUMMARY
FISCAL YEAR 2024
Monthly Expenditures

Account	2023-24		YTD	Percent
	Budget	Jan-24	2023-24	2023-24
Regular Instructional Programs	12,449,546.00	1,035,478.18	4,539,515.86	36.46%
Special Education Instructional Programs	1,750,000.00	178,978.17	877,595.81	50.15%
Summer School	42,000.00	-	-	0.00%
Support Services-Pupils	800,000.00	62,184.09	317,238.88	39.65%
OT/PT/Speech/Vision	370,000.00	28,612.29	108,325.96	29.28%
Support Services-Staff	1,000,000.00	78,143.19	434,196.43	43.42%
General Administration	650,000.00	37,598.93	181,719.56	57.38%
Office Of The Principal	1,100,000.00	121,032.40	631,144.53	38.87%
Support Services-Business	250,800.00	16,922.62	97,488.74	38.87%
Furniture and Equipment	36,400.00	-	9,853.77	27.07%
Personnel Services	15,000.00	-	-	0.00%
Support Services-Maintenance & Operation	2,340,189.00	199,321.35	1,128,459.86	48.22%
Support Services-Pupil Transportation	275,320.00	16,264.23	95,369.77	34.64%
Community Services	90,000.00	1,957.91	10,424.82	11.58%
State Categorical Programs	485,400.00	27,357.51	145,238.28	29.92%
Building	200,000.00	-	-	0.00%
Federal Programs	3,045,423.00	199,268.31	1,494,273.08	49.07%
Debt Service	32,500.00	-	-	0.00%
Transfers	100,000.00	-	-	0.00%
Total Program Expenditures	25,032,578.00	2,003,119.18	10,070,845.35	40.23%
Non Prog. Expenditures - Misc			-	
Non Prog. Expenditures - Lunch & Coop		40,341.89	206,855.55	
Total Expenditures	25,032,578.00	2,043,461.07	10,277,700.90	
Budgeted Cash Reserve	3,000,000.00			
Total Requirements	28,032,578.00	2,043,461.07	10,277,700.90	
OTHER FUND DISBURSEMENTS				
Depreciation Fund Disbursements	318,008.00	6,000.00	80,956.56	25.46%
Employee Benefits Fund Disbursements	90,912.00	9,790.19	57,793.90	63.57%
Qualified Capital Purpose Fund	1,000,000.00	-	125,908.48	12.59%
Activities Fund Disbursements	749,720.00	44,543.15	237,335.63	31.66%
Lunch Fund Disbursements	1,867,000.00	123,617.49	740,761.18	39.68%
Bond Fund	2,300,000.00	-	1,051,569.00	45.72%
Special Bldg Fund Disbursements	1,100,000.00	-	243,549.00	22.14%
Cooperative	175,000.00	3,334.46	16,672.32	9.53%
Student Fee Disbursements	100,000.00	1,930.00	4,778.00	4.78%
	7,700,640.00	189,215.29	2,559,324.07	33.24%
Other fund Cash Reserves				
TOTAL DISTRICT'S DISBURSEMENTS	35,733,218.00	2,232,676.36	12,837,024.97	
Transfer funds				
General Fund			-	
Depreciation Fund			-	
Employee Benefits			-	
Qualified Capital Purpose Fund			-	
Activity Fund			-	
Lunch Fund Transfers			-	
Bond Fund			-	
Special Building Fund			-	
Cooperative Fund			-	
Student Fees Fund			-	
Transfer funds			-	
TOTAL DISTRICT EXPENDITURES		2,232,676.36	12,837,024.97	

**SCHUYLER COMMUNITY SCHOOLS
LUNCH PROGRAM
BUDGET TO ACTUAL
FISCAL YEAR 2024**

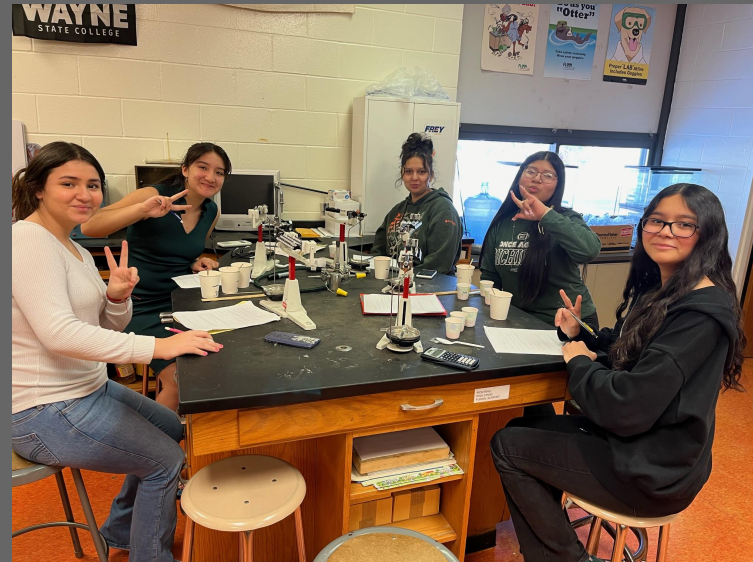
	Budget	January	YTD Actual	% of Budget
Receipts:	2023-2024	2024	2023-2024	
Sale of Meals	210,000.00	9,432.25	79,217.64	37.72%
Interest	5,000.00	295.87	1,786.32	35.73%
State Reimbursement	10,000.00		0.00	0.00%
Federal Reimbursement	1,641,500.00	93,296.63	505,166.41	30.77%
Other Income	500.00		0.00	0.00%
Other Non-Revenue Income	0.00		0.00	
Transfer	0.00		0.00	
Non-program receipts	<u>0.00</u>		0.00	0.00%
Total Receipts	<u>1,867,000.00</u>	<u>103,024.75</u>	<u>586,170.37</u>	<u>31.40%</u>
Beginning Cash	<u>354,749.03</u>			
Transfer between accts				
Total Receipts & Beg. Cash	<u><u>2,221,749.03</u></u>			
Expenditures				
Regular Salaries	400,000.00	37,630.39	194,746.11	48.69%
Substitute Salaries	55,000.00	905.25	2,652.17	4.82%
Employee Benefits	300,000.00	18,718.16	100,342.68	33.45%
Contracted Services	1,000.00		0.00	0.00%
Gas & Van Service	1,500.00	100.02	504.06	33.60%
Food	885,000.00	59,912.59	400,830.50	45.29%
Software	10,000.00		0.00	0.00%
Supplies & Materials	120,000.00	4,955.82	30,356.85	25.30%
Equipment	71,500.00		0.00	0.00%
Equipment Repair	20,000.00	619.46	7,729.51	38.65%
Miscellaneous	3,000.00		0.00	0.00%
Non-program Expenditures	<u>0.00</u>		0.00	
Total Expenditures	<u>1,867,000.00</u>	<u>122,841.69</u>	<u>737,161.88</u>	<u>39.48%</u>
Necessary Cash Reserves	0.00			
TOTAL REQUIREMENTS	<u>1,867,000.00</u>			
Transfers back between accts				
Revenue over Expenses		-19,816.94	-150,991.51	

Student Council Board Report

February 2024

Classroom Engagement

- Fun labs in Mr. Sayer's classroom
- Floral arrangements with Mrs. Trotter
- Seniors finishing their applications for the Susan Buffett Scholarship and FAFSA applications



Girls Wrestling

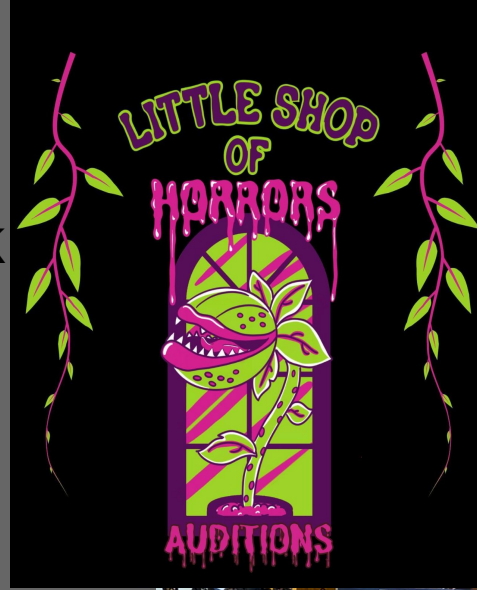
Conference Champs!

Boys Wrestling

Qualified for State Duals - Participate on February 3rd

Band/Choir

- Eleven SCHS students attended the UNK Honor Choir and Band on Monday, January 29th!
- Four students attended the Wayne State College Honor Choir on Friday, February 2nd.
- Other exciting news: Musical Auditions are under way and we are starting to prepare this years Musical “Little Shop of Horrors!” To be performed on the 2nd weekend in May!



FFA

- Had first round of CDEs on February 1st - two team qualified for state
- Ag. Appreciation Basketball Night February 9th
- FFA Pancake Feed on February 18th
- FFA Week will be February 17th
 - Dress up days
 - Trivia
 - Guest Speaker Concordia Ag. Program

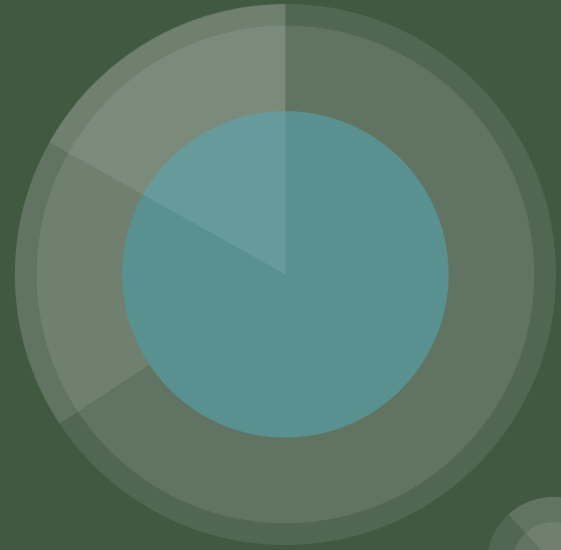
FCCLA

- 5 students competed at Districts on Jan. 24th
 - Interior Design team qualified for state
 - Food Innovations team placed 4th
 - Teach and Train team qualified for state
- FCCLA Week: Feb. 12th-16th
 - Dress up days
 - Trivia
 - Breakfast for teachers in appreciation





Changes for Dual Language Next Year





Dr. Schroder

Efficient Use of Resources

1. Busing
2. Funds
3. Staffing
4. Nursing and Safety



Benefits of moving to SES

- Peers
- Staff at lunch and specials
- Playground
- Part of a larger community
- Full Time nurse and counselors
- Sped services
- No more busing
- Busing for specials
 - 24 minutes a day x 170 day = 4,080 minutes
 - 4,080 minutes / 60 minutes = 68 hours
 - 68 hours = almost 10 school days



Challenges of moving to SES

- Part of larger community
- Teachers to fill program



what Dual Lang might look like next year

24/25		
Spanish - SES	K	20
English - SES	2nd	21
Spanish - SES	1st	16
English - SES	1st	16
Spanish	3rd	15
English	3rd	15
Spanish/English	4th/5th	8/13



Numbers for next year.

SES

Kinder

-110 students (22 per class)

1st

-95 students (19 per class)

2nd

-87 students (18 per class)

3rd

-122 (21 per class)

4th

-113 (37 per class)

5th

-86 students (22 per class)

DL

Kinder

-20 students

1st

-32 students (16 per class)

2nd

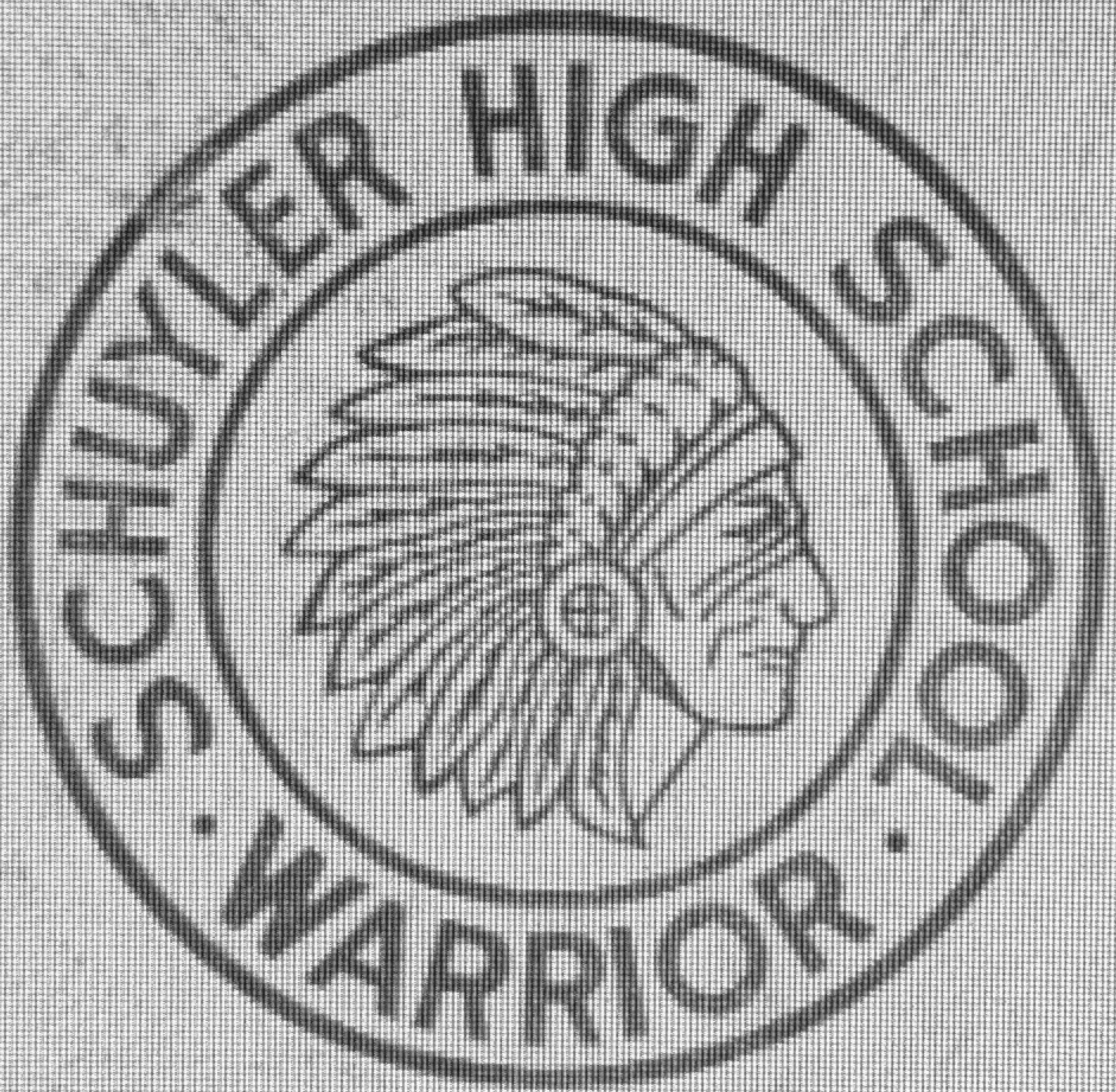
-22 students

3rd

-30 (15 per class)

4th/5th

-8/13 one class combined -21 students



Schuyler Community Schools

2024-2025

August

9 - Teacher Work Day
 12 - All Staff Meetings/Open House (4 PM - 8 PM)
 13 - First Day of School (K, 6, 9/10) (Early Dismissal K-8)
 14 - First Day of School (K-2, 6-7,11/12) (Early Dismissal K-8)
 15 - First Day of School (All Students)
 Students - 14
 Teachers - 16

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January

1-3 - No School (Holiday Break)
 6 - No School (PD/Workday)
 7- All students return
 17 - No School (PD/Workday)

Students - 18
 Teachers - 20

September

2 - No School (Labor Day)
 16 - No School (PD/Work Day)
 26th - P-T Conferences (K-12) 8AM-8PM
 27th - No School (Fall Break)

Students - 17
 Teacher - 19

SEPTEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

FEBRUARY 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

February

13 - No School P-T Conferences 8 AM-8PM
 14 - No School (Winter Break)
 21 - No School (PD/Work Day)

Students - 17
 Teachers - 20

October

10- End of 1st Qtr
 11 - No School (PD/Work Day)
 14 - No School (PD/Work Day)

Students - 21
 Teachers - 23

OCTOBER 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MARCH 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March

7th End of 3rd Qtr
 10th - No School (PD/Workday)
 11th - No School (PD/Workday)
 12-14 - No School (Spring Break)
 17th - Start 4th Qtr

Students - 16
 Teachers - 18

November

1 - No School (PD/Work Day)
 18 - No School (PD/Work Day)
 27-29 - No School (Thanksgiving Break)

Students - 16
 Teachers - 18

NOVEMBER 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APRIL 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

April

18 - No School (Easter Break)
 21 - No School (Easter Break)

Students - 20
 Teachers - 20

December

20th - Last day of 2nd Qtr.
 23-31 No School (Holiday Break)

Students - 15
 Teachers - 15

DECEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				







MAY 2025						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May

14 - Seniors Last Day
 18 - Graduation
 22 - Last Day of School
 23 - Staff Work Day

Students - 15
 Teachers - 16

Key:

-  End of the Quarter
-  No School - Teacher Workday
-  No School - Parent/Teacher Conferences 8AM - 8 PM
-  Early Dismissal Days
-  No School - Staff or Students
-  Start of Quarter

Number of Days

1st Qtr - 39
 2nd Qtr - 44
 3rd Qtr - 40
 4th Qtr - 47

Total Student Days: 170
 Total Staff Days: 185



MEMORANDUM OF AGREEMENT

This Agreement is hereby entered into by and between:

Schuyler Community Schools, having its postal address at 120 W 20th Street Schuyler, NE 68661, referred to herein as the "HOST SCHOOL."

AND

Praxis Sourcing Solutions LLC, doing business as "Praxical Strategies," a veteran-owned private firm duly incorporated under the Laws of the State of Nevada, with its principal place of business at 7121 W Craig Rd Ste 113, Las Vegas, NV 89129, represented herein by JOSEPH JADWAY MARASIGAN referred to herein as the "RECRUITMENT CONSULTANT."

WHEREAS, Praxical Strategies is offering qualified and experienced foreign teachers across all content areas (K-12), including H1B and J-1 visa candidates;

WHEREAS, the RECRUITMENT CONSULTANT intends to facilitate the hiring of these teachers, subject to the terms and conditions specified in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Teacher Recruitment and Visa Process:

- 1.1 The RECRUITMENT CONSULTANT shall provide highly qualified and experienced teachers, including both H1B and J-1 visa candidates, to the HOST SCHOOL.
- 1.2 The HOST SCHOOL shall facilitate the hiring of these teacher applicants and shall cooperate in obtaining the necessary visas, including J-1 Cultural Exchange visas and H1B visas, as applicable.
- 1.3 For each candidate hired, the HOST SCHOOL shall pay a flat fee rate of \$3,000 to the RECRUITMENT CONSULTANT, which covers recruitment, screening, and visa processing services.
- 1.4 The HOST SCHOOL shall be responsible for all fees associated with H1B visa applications on behalf of the hired teachers.

2. Term and Renewal:

- 2.1 This Agreement shall take effect upon signing and shall continue for a period of one year, unless terminated earlier as provided herein.
- 2.2 Upon mutual agreement, the Agreement may be renewed on an annual basis by both parties, with notice provided ninety (90) days prior to the start of the following school year.

3. Termination:

- 3.1 Either party may terminate this Agreement at any time upon written notice to the other party if the other party materially breaches its obligations and fails to cure such breach within thirty (30) days of receiving written notice.

4. Program Services:

- 4.1 The RECRUITMENT CONSULTANT shall provide international recruitment and selection services, evaluation, teaching assessment, background checks, visa eligibility screening, and reference checks for teacher candidates.



4.2 The RECRUITMENT CONSULTANT shall also provide pre-arrival preparation, international travel arrangements, U.S. arrival orientation, coordination with visa sponsors, ongoing professional development, and support for adjusting to the new community.

4.3 The RECRUITMENT CONSULTANT is dedicated to upholding the highest standards of accountability and responsibility towards the welfare and well-being of the teachers it places in the United States.

4.4 The RECRUITMENT CONSULTANT shall ensure that all placed teachers are provided with suitable and safe accommodation. This includes accommodations that meet local housing regulations, are clean, and provide a comfortable living environment. The RECRUITMENT CONSULTANT will commit to addressing any accommodation-related issues promptly and in accordance with applicable laws and regulations.

4.5 Upon arrival in the United States, the RECRUITMENT CONSULTANT will assist placed teachers with transportation from their port of entry to their designated accommodations or school placement and ensure that teachers arrive safely at their destinations.

4.6 The RECRUITMENT CONSULTANT is committed to helping placed teachers transition smoothly into their new lives in the United States, and will provide guidance and assistance in matters such as obtaining necessary documents, setting up bank accounts, understanding local transportation systems, and accessing essential services.

4.7 Throughout their tenure in the United States, the RECRUITMENT CONSULTANT will maintain an open line of communication with placed teachers to address any concerns related to their welfare and well-being, the RECRUITMENT CONSULTANT will actively seek feedback and take appropriate actions to ensure a positive and supportive experience.

5. Teacher Compensation and Benefits:

5.1 The HOST SCHOOL shall place each teacher on its payroll, paying salaries, supplements, and all compensation directly to the teacher in accordance with its policies, including local supplements and incentives based on academic performance and extra duties performed.

5.2 The HOST SCHOOL shall be responsible for providing standard healthcare insurance coverage for all placed teachers throughout the duration of their employment. This coverage shall comply with all applicable laws and regulations, offering comprehensive healthcare benefits that include medical, dental, and vision care.

5.3 In addition to healthcare insurance, the HOST SCHOOL shall ensure that all placed teachers receive the full range of statutory benefits required by federal, state, and local laws. These benefits may include, but are not limited to, workers' compensation, unemployment insurance, retirement contributions, and any other benefits mandated by applicable employment laws.

6. COVID-19 and FMLA Leave:

6.1 All teachers shall undergo testing for COVID-19 before and upon arrival in the U.S. to ensure their health.

6.2 The HOST SCHOOL shall be the "primary employer" under the Family and Medical Leave Act (FMLA) and will comply with FMLA requirements.

7. Governing Law:

7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada in the United States.

8. Legal Disclaimer:

8.1 The RECRUITMENT CONSULTANT is not a law firm and cannot provide legal advice pertaining to immigration matters.

8.2 The HOST SCHOOL bears the responsibility to work with appropriate law firms or legal experts to handle the immigration paperwork and process for H1B teacher candidates whenever applicable.

9. Severability:

9.1 Each provision of this Agreement is severable, and any illegal or unenforceable provision shall be modified to make it enforceable while preserving the remaining provisions' validity.



10. Independent Contractors:

10.1 The parties are independent contractors and will bear their own costs and expenses unless otherwise agreed in writing.

11. Non-Solicitation:

11.1 The HOST SCHOOL agrees that it will not, under any circumstances, directly or indirectly, solicit, engage in discussions, or make any offers of employment or representation to any candidates introduced by Praxical Strategies with whom Praxical Strategies has exclusive representation authority.

12. Entire Agreement:

12.1 This Agreement, along with any incorporated order forms, statements of work, or other exhibits, constitutes the entire agreement between the parties, superseding all prior understandings and agreements.

13. Counterparts:

13.1 This Agreement may be executed in counterparts, including by electronic means, with each counterpart considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first below written.

HOST SCHOOL Representative:

Name: DR. BRET SCHRODER

Title: SUPERINTENDENT

Signature: _____

Date Signed: _____

RECRUITMENT CONSULTANT Representative:

Name: JOSEPH JADWAY MARASIGAN

Title: CHIEF EXECUTIVE OFFICER

Signature: _____

Date Signed: _____

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the Colfax County School District 0123, a/k/a Schuyler Community Schools, hereinafter referred to as "the Board," and Dr. Bret Schroder, 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 12th day of February, 2024, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of two (2) years beginning on the 1st day of July, 2024, and expiring on the 30th day of June, 2026. A "contract year," for purposes of this Contract, shall be from July 1st to June 30th.

2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before the seventh day after the regular 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 additional 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 his 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.

3. Salary. The Superintendent's salary for the 2023-24 school year was one hundred seventy-nine thousand dollars (\$179,000.00). The parties commit to negotiate in good faith about the salary to be paid to the Superintendent for the 2024-25 and successive school years and agree that the salary amount shall not be less than the amount noted above. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

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, shall not 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 or complete restatement 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 ending date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such end 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 Mandatory Withholdings, Internal Revenue Service and Nebraska Department of Revenue Tax regulations, Social Security, and the Nebraska School Employees' Retirement Act. Other deductions may be withheld as required or otherwise agreed to by the parties to this Contract.

4. 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 the Superintendent would otherwise be expected to be at work. Vacation. The Superintendent shall be allowed 20 working days of vacation leave during each contract year. The Superintendent must notify the board president of vacation days which he intends to take in advance of taking vacation days. 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).
1. Carry-over and Accumulation. Vacation is to be used during each contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent is given for the following contract year, such that the total vacation days at the beginning of each contract year be twenty (20) days. Upon ending employment, unused vacation days available in the final contract year will be paid to the Superintendent at the Superintendent's daily per day rate; 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 cancellation of this Contract.
 2. PTO Leave. The Superintendent shall be allowed eleven (11) working days of PTO days at the beginning of each contract year, for the purpose of accommodating the Superintendent's need for sick, bereavement and/or personal days of leave.
 3. Carry-over and Accumulation of PTO Leave. Unused PTO leave will be converted to sick leave and 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 PTO leave days will be available or granted for the ensuing contract year or years until the accumulated number of sick leave 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. There shall be no pay for unused sick or PTO leave either during or upon ending of employment.

4. Holidays. The following days shall ordinarily be considered holidays and not working days: Good Friday, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, and Memorial Day. However, there may be times where pressing business requires the Superintendent to work on such holidays and, in the event of such pressing business, the Superintendent will be expected to attend to such pressing business on such holiday.
 5. Log. The Superintendent shall maintain a current log of used leave days and shall present such log, upon request, to the Board President.
- B. Health and Dental Insurance. The District shall pay for health and dental insurance for which the Superintendent is qualified under the District's group insurance plan, with coverage equal to that provided to teachers.
 - 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 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. Life Insurance. The Superintendent will be provided with term life insurance with a total death benefit of Fifty-Thousand Dollars (\$50,000) at District expense.
 - E. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel or in accordance with the Internal Revenue Service's standard mileage rates.
 - F. 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.

- G. Avoidance of Fines or Penalties. The Board may elect to not provide any benefit set forth in the Contract in the event the Board determines, in its discretion, that the provision of the benefit would result in a fine, penalty, or would otherwise be deemed unlawful or contrary to the best interests of the School District. In the event that the Board makes such an election, then the Board shall negotiate with the Superintendent to obtain a like-benefit that would not result in a fine, penalty, or the like, and in the event such is not available, then the Superintendent's salary shall be grossed up in an amount equal to the cost savings from not providing the benefit (excluding the costs of fines and penalties).

5. Duties. The Superintendent is employed as the Superintendent. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Superintendent shall be subject to such other duties as the Board may assign. 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 outside of employment with the District.

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

6. 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 their attention to the Superintendent for action, study or recommendation, as appropriate. The parties further agree that a good and positive working relationship between the Board and the Superintendent is an essential function of the Superintendent's position and a material term of this Contract.

7. Evaluation of the Superintendent. The Superintendent shall be evaluated twice during the first contract year and once during each subsequent contract year, unless the Board deems additional evaluations are 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. By November 1st of each contract year, the Superintendent shall remind the Board President of the need to evaluate the Superintendent. Nothing in this Paragraph prevents the Board, or individual Board members, from providing additional feedback to the Superintendent outside of a formal evaluation.

8. 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 indicate in writing, upon request by the Board President, whether the Superintendent desires to remain employed by the District and extend this Contract beyond the Contract's current end date; (7) failing to establish and maintain a good and positive working relationship with the Board; (8) lying or making a material misrepresentation or omission during the job application process; and/or (9) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter 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 implemented by the Board President and enforced in accordance with applicable law. Upon lawful cancellation or the ending of this Contract, 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 ending bears to the twelve months in the annual salary period in which ending occurs. Any portion of the salary paid, but not earned, prior to the date of the ending 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.

9. Residency. The Superintendent shall reside within the School District's boundaries during the term of this Contract.

10. 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 to 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 is 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.

11. Release of Contract. There shall be no penalty for release by the Superintendent from this Contract so long as the resignation becomes effective at the end of the remaining term of the Contract.

12. 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.

13. Amendments and Severability. This Contract may be modified or amended only in 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.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education on or before February 15, 2024 shall constitute a rejection by the Superintendent of the offer of employment.

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

Executed by the Board this ___ day of _____, 2024.

President, Board of Education

ATTEST: _____
Secretary, Board of Education

Executed by the Superintendent this ___ day of _____, 2024.

Superintendent

NASB (SAMPLE) BOARD MEETING AGENDA

The subjects to be discussed or considered, or upon which any formal action may **be taken, are as follows: (Items do not have to be taken in the same order as listed.)**

I. Opening the Meeting

- A. Call to Order: The regular June meeting of the Nebraskaland School District Board of Education is called to order on (day/date) at P.M., in the Central Office Board Room, **1234** Platte River Drive, Nebraskaland, Nebraska.
- B. District Mission Statement: *The mission of the Nebraskaland Public School District, in cooperation with our community, is to strive to provide a quality education for all children to ensure that they are prepared to succeed as global citizens and life-long learners.*
- C. Nebraska Open Meetings Law- *posted in the room.*
- D. Publication of Meeting - *notice was provided according to policy.*
- E. Board Member Roll Call: *(per policy, excused/unexcused)*

Arbor, Goldenrod, Agate, Reuber, Kolache, and Cotton
Excused Absence:

Unexcused Absence:

Moved by and seconded by to excuse Board Member

Voting Aye

Voting Nay

Motion Carried / Failed

F, Pledge of Allegiance

II. Approval of Agenda (*motion to approve*)

**This enables the board to validate if an item was added prior to the 24-hour threshold and/or that if an item was added, the board may verify when the modifications were made and posted to the district website.*

IV. Public Comment —(topics related to agenda items) Nebraskaland Policy No. XXXX (*President Opening Statement — Included in Agenda Footnotes.*)

V. Information Items: Reports

- A. Building/District Administrators
- B. Superintendent
- C. Board Member Reports
- D. Board Committee Reports
- E. Strategic Plan Update/District Goals Update
- F. Nebraskaland Foundation Report — Speaker:

VI. Consent Agenda

Unless removed from the consent agenda, items identified will be considered under one motion.

- A. Minutes of the (date) meeting of the board
- B. Financial report
- C. Certificated/Classified Hire(s)/Reassignment(s)/Resignation(s)
- D. Adopt Board Policy No. 1099

VII. Discussion/Information Items

- A. Math Curriculum
- B. Foundation Form 990

- C. District Professional Development Plan
- D. Enrollment Update
- E. First Reading Board Policies [1100 through 11201]

VIII. Action Items

- A. ALICAP Insurance (All Lines Interlocal Cooperative Aggregate Pool)
- B. Repair Piedmont Middle School Roof
- C. Elementary Attendance Zone Boundaries

VIII. Closed Session

- A. Real Estate Purchase
- B. Pending Litigation

IX Public Comment (*topics related to non-agenda items*)

X Future Agenda Items

Adjourn

*Closed Session: If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Act.

*Sequence of Agenda: The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

*Action Item: The board reserves the right to take action on an item that is on the adopted board agenda.