

Regular Board Meeting
December 14, 2020, at 7:30 PM
Southern School District

Notice is hereby given of a meeting of the Board of Education, Southern School District #1 on December 14, 2020, at 7:30 PM at Southern Jr./Sr. High School Board Room in Wymore. A current agenda is also available at the office of the Superintendent.

I hereby certify that the above notice was posted in three public places as follows:

Southern Elementary School

Southern Jr./Sr. High School

U.S. Post Office in Wymore

- I. Call Meeting to Order
 - A. Roll Call
 - B. Motion to excuse Emily Shockley & Betsy Freriches from the December Board Meeting
 - C. Notice of Nebraska Open Meetings Act Posted
- II. Approval of Minutes from the November 9, 2020, Regular Board Meeting
- III. Communications, Audiences, and Recognitions
 - A. Public comments will not be received after this period of time. Public comment period is limited to 5 minutes per person and a total of 30 minutes overall.
- IV. Financial Statement: Item for Discussion, Consideration, and/or Action
 - A. Approval of Bills
 1. General Fund, Special Building Fund, Depreciation Fund, and Qualified Capital Purpose Undertaking Fund Claims

2. Lunch & Activity Claims

- V. Support Service
 - A. Facility Update
 - B. Personnel Items
 - C. Technology Update
- VI. Administrative and Committee Reports
 - A. Student Board Member Report
 - B. Elementary Principal's Report
 - C. Secondary Principal's Report
 - D. Superintendent's Report
- VII. Items for Discussion, Consideration, and/or Action
 - A. Approve the 2021-2022 Negotiated Agreement with Southern Education Association
 - B. 2021-2022 District Calendar
 - C. 2021-2022 Preschool Calendar
 - D. Superintendent's Contract
 - 1. Superintendent's Contract Extension
 - 2. Superintendent's Salary and Benefits
 - E. Option Enrollment Applications
- VIII. Adjournment

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.

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.

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, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(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) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

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.

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; 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 web site. (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 web site; 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 meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

(a) Reasonable advance publicized notice is given as provided in subsection (1) of this section;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recodation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

(c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or (ii) 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, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given as provided in subsection (1) of this section which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recodation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that: (i) 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 telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and (ii) 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 may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, 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 means of electronic or telecommunication equipment. 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 other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

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, 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. 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 may require any member of the public desiring to address the body to identify himself or herself.

(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 a telephone conference call available at an instate 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;

(f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

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

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, 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. 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.

84-1413. Meetings; minutes; roll call vote; secret ballot; 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, except as provided in subsection (6) of this section, and 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 the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

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.

Revised
10/2020



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.
233 SOUTH 13TH STREET, SUITE 1400, LINCOLN, NE 68508
(402) 476-9200
jgessford@perrylawfirm.com
rschultze@perrylawfirm.com
gperry@perrylawfirm.com



Nebraska Council
of School Administrators

455 South 11th Street, Suite A
Lincoln, NE 68508
(402) 476-8055
ncsa.org

MINUTES
BOARD OF EDUCATION
November 9, 2020
7:30 PM

I. Call Meeting to Order

President Dave Zimmerman called the meeting to order at 7:30 p.m. and the following members were present: Angela Meyer, Betsy Frerichs, Carol Pralle, Dave Zimmerman, Emily Shockley, and Jim Zvolanek. The following administrators were presents: Jerry Rempe, Jeff Murphy, & Christopher Prosocki.

Reasonable advance publicized notice of the meeting was given according to law by publishing, a designated method for giving notice of the school district.

Posted Location:

- Wymore Arbor State Newspaper

Posted Date: 10/29/2020

Reasonable advance notice was simultaneously given to board members and a copy of their acknowledgement of receipt of notice and the agenda attached. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

I.A. Roll Call

I.B. Notice of Nebraska Open Meetings Act Posted

President Dave Zimmerman announced that a complete copy of the Nebraska Open Meetings Act is posted in the back of the board of education meeting room.

II. Approval of Minutes from the October 12, 2020, Regular Board Meeting

Motion to approve minutes from the October 12, 2020, Regular Board Meeting. This motion, made by Jim Zvolanek and seconded by Betsy Frerichs, passed.

yes: 6, no: 0

III. Communications, Audiences, and Recognitions

III.A. Public comments will not be received after this period of time. Public comment period is limited to 5 minutes per person and a total of 30 minutes overall.

IV. Financial Statement: Item for Discussion, Consideration, and/or Action

C.D. Bids for the month were as follows:

Security First Bank, Blue Springs Special Funds: 0.55%

Wymore State Bank, Special Funds: 0.41%

Dr. Prosocki noted that we are 2 months into our fiscal year and we have expended 14% of the budget for the year and we have received 25% of our revenue for the year.

IV.A. Approval of Bills

IV.A.1. General Fund, Special Building Fund, Depreciation Fund, and Qualified Capital Purpose Undertaking Fund Claims

Motion to approve the general fund, special building fund, depreciation fund, and qualified capitol purpose undertaking fund claims. This motion, made by Angela Meyer and seconded by Jim Zvolanek, passed.

yes: 6, no: 0

IV.A.2. Lunch & Activity Claims

V. Support Service

V.A. Facility Update

John Linder provided the school board with a written report over all of the extra work associated with the pandemic, moving from 4 bus routes to 3 bus routes because of the lack of bus drivers, Steve Whitwer going to cover a bus route in the coming days (The current route is being run by two maintenance staff members), advertising for a full time maintenance staff position and advertising for a part time (9 month) maintenance staff position, annual safety audit, and other fall work.

Dr. Prosocki said he was in the process of getting a quote for some concrete at the Elementary School (East side of the playground equipment that is in the front). By paving this, it will help alleviate the extra burden to our maintenance staff when it comes to cleaning the building because of the extra mud, dirt, and rocks that gets tracked in. This project might be completed during the summer of 2021, pending cost and possible grant opportunities.

V.B. Personnel Items

Dr. Prosocki noted that Randy Roberts is going to retire on December 31, 2020, and we are starting to advertise for this position. In addition, we are still actively searching for a 9-month maintenance staff member and a full-time route driver. Dr. Prosocki noted the problem that we face in Nebraska is that we have the lowest unemployment rate in the United States at 3.5% and the workforce is not available.

V.C. Technology Update

There was not a technology update for the November board meeting.

VI. Administrative and Committee Reports

VI.A. Student Board Member Report

There was not student board member report for the November board meeting.

VI.B. Elementary Principal's Report

The elementary principal reported on the following items: current enrollment figures (3-year-old preschool = 7, 4-year-old preschool = 10, K = 31, 1st = 25, 2nd = 22, 3rd = 23, 4th = 22, 5th = 20, 6th = 32), Red Ribbon Week activities, the staff exploring a new K-8 social studies curriculum for the 2021-2022 school year, and the conclusion of fall sports.

VI.C. Secondary Principal's Report

The secondary principal reported on the following items: current enrollment figures (7th = 26, 8th = 33, 9th = 27, 10th = 33, 11th = 23, 12th = 28), Veterans Day video because of the pandemic, the start of winter sports, training to finalize homecoming plans, ASVAB testing, FFA update, and fall choir concert.

VI.D. Superintendent's Report

Dr. Prososki went over the 2020 Certified School Adjustment Valuation report from the Nebraska Department of Revenue and he presented the school board with a draft of both the 2021-2022 district calendar and preschool calendar. He noted that Southern has to follow the Nebraska School Activity Association (NSAA) calendar so we do not have a track meet on graduation. Dr. Prososki said that the calendars were sent to all staff members to give their input on. In addition, Southern will need to host a Pioneer Conference Quiz Bowl on March 16, 2022, so the Jr./Sr. High School will have an early out (11:00 a.m.) so we can use all of the classrooms for the competition. All of the Jr./Sr. High School staff will work the event and the Elementary School and Preschool will still be in session for the entire day. He noted that he will send a letter home in the fall to inform parents about the early out and he will send a reminder letter when it gets closer to this date. Next, Dr. Prososki gave the board an update on the medical and dental rates (They will increase by 2.96%) and he gave the school board an overview of alternative network options that staff may be able to pick from if both the Southern Education Association and the board of education approves them. Dr. Prososki noted that the federal subsidy program that provides free breakfast and lunch has been extended until the conclusion of the 2020-2021 school year and he gave the school a draft of the winter sports protocols. Based on the new Directed Health Measure that came out on November 9, 2020, it will only allow 25% of rated occupancy for any indoor activity (Or 192 individuals) and these activities are limited to household members of participants only. Dr. Prososki noted that Southern has one of the smaller gyms in the area, the 192 total has to include the following individual for basketball games: referees, players, gate workers, clock/book workers, concession stands workers, media, administration, student managers, coaches, and district custodians. The thought as of now would be to only allow 2 family members per each home participant (Basketball and cheerleaders). In addition, all home winter contests will be streamed over Hudl. Dr. Prososki said the commissioner of education granted schools with flexibility when it comes to instructional hours, he went over the annual safety audit conducted by Bruce Lang, the Chief of Police in Beatrice, and he gave the board an update on the Southern Public Schools COVID-19 Dashboard. Next,

Dr. Prosocki went over the district official enrollment numbers (372 students for the 2020-2021 school year), poverty trends, option enrollment trends (The number of students that option out has decreased the past 2 years when compared to previous years), and special education trends. Lastly, Dr. Prosocki told the board that instead of just having a 7-12 yearbook, the yearbook staff is going to create a PK-12 yearbook and he told the board that they will need to complete a required Title IX online training by the February board meeting.

VII. Items for Discussion, Consideration, and/or Action

VII.A. Option Enrollment Applications

VII.B. Executive Session: Annual Superintendent Evaluation - As Needed to Protect the Interest of the District & to Prevent the Needless Injury to the Reputation of an Individual

Motion to enter into at 817 p.m. executive session to complete the annual superintendent evaluation as needed to protect the interest of the district & to prevent the needless injury to the reputation of an individual. This motion, made by Emily Shockley and seconded by Betsy Frerichs, passed.

yes: 6, no: 0

VII.B.1. Convene in Executive Session: Annual Superintendent Evaluation

VII.B.2. Reconvene Meeting From Executive Session

Motion to reconvene the meeting from executive session at 9:03 p.m. This motion, made by Jim Zvolanek and seconded by Emily Shockley, passed.

yes: 6, no: 0

VII.B.3. Approval of Any Action Deemed Necessary as a Result of Executive Session

VIII. Adjournment

Motion to adjourn the meeting at 9:04 p.m. This motion, made by Betsy Frerichs and seconded by Jim Zvolanek, passed.

yes: 6, no: 0

The next Regular Board meeting is scheduled for 7:30 p.m., December 14, 2020, at Southern Jr./Sr. High School Auditorium in Wymore. The Board of Education will usually adhere to the sequence of the published agenda, but reserves the right to adjust the order of items if necessary and may elect to amend the agenda as deemed necessary.

BY

President of the Board of Education
Of this School District

ATTEST
Secretary of the Board of Education
of this School District

PUBLIC PARTICIPATION

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please stand and state your name.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

Southern Welcomes a New Maintenance Staff Member

My name is Robert Dickinson and I was raised in the Liberty area and I graduated from Barneston High School. I enjoyed playing football in high school and I worked for various farmers during my school years. I got married to Robin (Crouse) Dickinson in 1980 and we enjoyed our 2 kids and their activities during their school years. My hobbies include anything that has to do with horses (Trail riding, cutting, raking and baling my own hay for them). I also enjoy fishing when time allows for it and I enjoy going to Lincoln to visit our daughter, watching Nebraska Football, and watching the Green Bay Packers.



Southern Public Schools

Annual Report

2019-2020



Southern Elementary School
315 West 2nd Street
P.O. Box 158
Blue Springs, NE 68318
Phone: 402.645.3359
Fax: 402.645.3740

Southern Jr./Sr. High School
115 South 11th Street
P.O. Box 237
Wymore, NE 68466
Phone: 402.645.3326
Fax: 402.645.8049

<http://www.southernschools.org>

PURPOSE OF THIS REPORT

The 2019-2020 Annual Report is submitted to the patrons of Southern Public Schools in accordance with the accreditation rules set forth by the Nebraska Department of Education. The annual report provides patrons with information regarding our school demographics, student achievement, and financial information. This report highlights some of the challenges and accomplishments in our district.

NEBRASKA EDUCATION PROFILE

More information about Southern Public School's 2019-2020 academic year can be found on the Nebraska Education Profile at <http://nep.education.ne.gov>.

- 1) Go to the **DISTRICT AND SCHOOL DATA** tab at the center of the webpage.
- 2) Type **Southern School District 1** in the **Search NEP** box.
- 3) Click on **SOUTHERN SCHOOL DISTRICT 1** and click **Search**.

DESCRIPTION OF THE DISTRICT

Southern Public Schools is a progressive C-2 district with 390 students in grades PK-12. Southern is located in Wymore and Blue Springs, Nebraska in the southeastern part of the state. In 1968 the current district was created with the consolidation of the five communities of Wymore, Blue Springs, Barneston, Holmesville, and Liberty, along with much of their outlying area. Wymore is located south of Lincoln and eight miles north of the Kansas border. The Wymore & Blue Springs communities are located within a mile of each other and are home to two schools, Southern Elementary School (PK-6) and Southern Jr./Sr. High School (7-12). The 3-year-old preschool and the 4-year-old preschool programs are located in Blue Springs.

DISTRICT MISSION STATEMENT

Every Student, Every Day, The Southern Way.

DISTRICT VISION STATEMENT

The Southern School District prepares students through educational experiences to be responsible, respectful, and safe.

BOARD OF EDUCATION

Angela Meyer
David Zimmerman

Betsy Frerichs
Emily Shockley

Carol Pralle
Jim Zvolanek

SCHOOL IMPROVEMENT GOALS

- All students will improve their reading comprehension.
- All students will improve their math skills.
- The Southern School District will aspire to improve the culture of the district.

BELIEF STATEMENTS

The School Will:

- Inspire students to contribute to society as knowledgeable, responsible, and well-rounded citizens.
- Ensure a safe, positive, and supportive learning environment with high expectations for student achievement.
- Encourage students with the opportunity to learn, grow, and succeed.

The Students Will:

- Learn the value of leadership and how to be independent problem-solving thinkers.
- Become confident and goal-oriented lifelong learners in college and career readiness skills.
- Be assured in their abilities, recognize their accomplishments, and show confidence in their growing abilities.

The Community Will:

- Support students in their growth and lifelong learning.
- Encourage district staff and leadership in creating a learning environment of high student achievement.
- Provide the resources to ensure the district's ability to deliver a supportive learning environment and create responsible citizens.

ADMINISTRATION

Faculty Members	Education Level	Years Experience	Position
Christopher Prosocki	Ed.D.	12	Superintendent/Curriculum Director
Gerald Rempe	M.A.	35	PK-6 Principal/Athletic Director
Jeff Murphy	M.A.	19	7-12 Principal

ELEMENTARY SCHOOL STAFF

Faculty Members	Education Level	Years Experience	Position
Jonna Adams	M.A.	19	Second Grade Teacher
Amanda Antholz	B.A.	2	Preschool Teacher
Jolene Bartels	M.A.	32	Fifth Grade Teacher
Chaysen Bednar	B.A.	1	Sixth Grade Teacher
Kylie Betten	B.A.	5	First Grade Teacher
Timothy Blecha	B.A.	3	Special Education Teacher
Rhonda Epp	M.A.	25	Third Grade Teacher
Stacy Fossler	M.A.	8	Special Education Teacher
Cathy Hayden	B.A.	30	Sixth Grade Teacher
Malinda Hock	M.A.	5	Special Education Teacher
Kane Hookstra	M.A.	23	Fourth Grade Teacher
Taylor Landenberger	B.A.	2	Kindergarten Teacher
Annie Manley	B.A.	7	Preschool Teacher
Kimberly Milius	B.A.	3	First Grade Teacher
Lynn Sabey	M.A.	9	Second Grade Teacher
Mary Jane Spence	B.A.	42	Third Grade Teacher
Jessica Tjaden	M.A.	9	Kindergarten Teacher
Carly Vitosh	M.A.	7	Fifth Grade Teacher
Stephanie Ware	M.A.	20	Title I Teacher

Abbreviation	Degree
B.A.	Bachelor's Degree
M.A.	Master's Degree
Ed.S.	Education Specialist
Ed.D.	Doctor of Education

JR./SR. HIGH SCHOOL STAFF

Faculty Members	Education Level	Years Experience	Position
Shelby Barnard	B.A.	2	Special Education Teacher
Nancy Bond	Ed.D.	35	7-12 School Counselor
Kalynne Breunsbach	B.A.	42	Special Education Teacher
Dominique Clay	B.A.	10	Spanish Teacher
Jennifer Dunekacke	M.A.	12	Science Teacher
Zack Emerson	M.A.	14	Physical Education/Health Teacher
Michele Gerdes	M.A.	34	K-12 Instrumental Music Teacher
Heather McKinney	M.A.	24	Special Education Teacher
Morgan Neverve	M.A.	9	Jr./Sr. High School Art Teacher
Elizabeth Ogg	B.A.	7	English Teacher
Melissa Omar	M.A.	6	English Teacher
Sandy Pospisil	B.A.	8	Mathematics Teacher
Lorren Rahn	B.A.	1	K-12 Vocal Music Teacher
Michael Ringen	M.A.	16	Social Science Teacher
James Sapp	B.A.	38	Industrial Tech Teacher
Jeff Schiebur	M.A.	38	Mathematics Teacher
Jamie Schluter	M.A.	6	Business Teacher
Jeffery Tunink	B.A.	10	Science Teacher
Rebecca Weyer	M.A.	15	K-12 Media Specialist
Beth Willet	B.A.	40	K-12 PE Teacher
Janie Winter	B.A.	31	Social Science Teacher

Abbreviation	Degree
B.A.	Bachelor's Degree
M.A.	Master's Degree
Ed.S.	Education Specialist
Ed.D.	Doctor of Education

CERTIFIED STAFF INFORMATION

Category	Southern	State
Average Teacher Salary	\$49,784	\$55,479
Average Years of Teaching Experience	15	14
Percent of Teachers with Master's Degrees	50%	56%

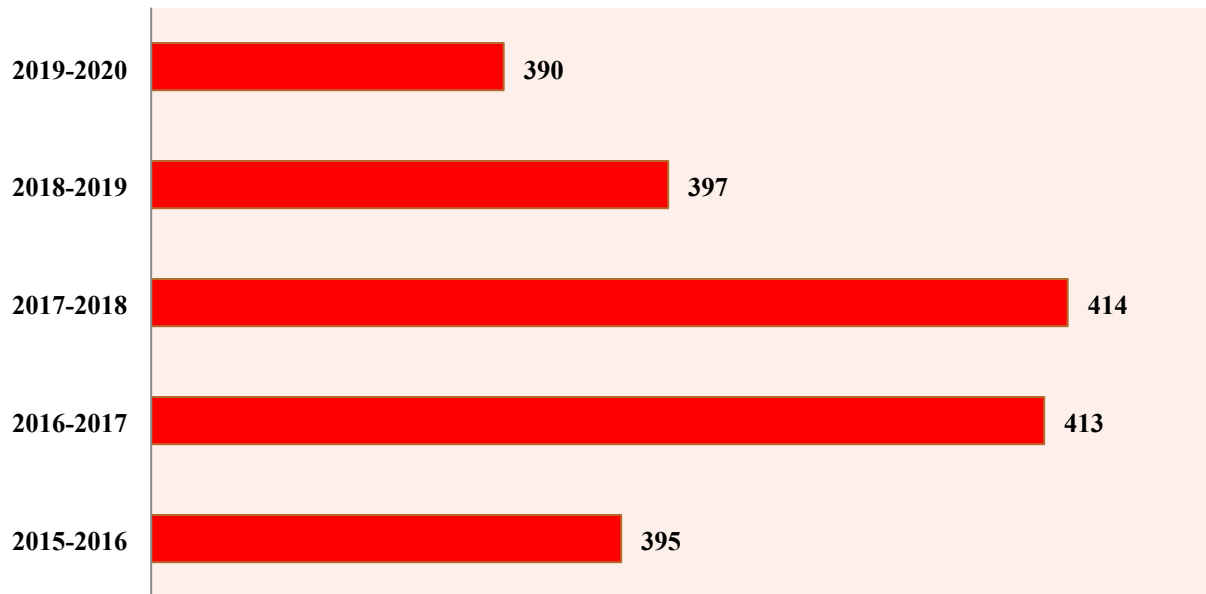
CLASSIFIED STAFF

Faculty Members	Position
Dona Bartels	Paraprofessional
Dee Bednar	PK-6 School Counselor
Casey Colgrove	Custodian
Jessica Cooper	Paraprofessional
Susan Davis	Food Service Provider
Pam Dorn	Food Service Provider
Wendy Garrels	Paraprofessional
Jeanne Hardin	Food Service Provider
Noel Knarr	Food Service Provider
Emma Knust	Paraprofessional
John Linder	Head Maintenance
Karen Maguire	Secretary
Jane Mallam	Bookkeeper
Kim McMurray	Head Food Service Provider
Tammy Meints	Custodian
Kathy Mittan	Paraprofessional
Lori Moniz-Trisler	Paraprofessional
Patty Novotny	Preschool Paraprofessional
Rae Oblinger	Data Steward
Lavone Rabstejnek	Paraprofessional
Dawn Rakes	Secretary
Tom Regan	Custodian
Devin Riggs	Bus Driver
Ginger Riggs	Paraprofessional
Randy Roberts	Maintenance
Cody Sabey	Technology Coordinator
Darcie Schmidt	Paraprofessional
Angela Spencer	Paraprofessional
Becky Sullivan	Secretary
Moica Ullman	Student Transportation
Diane Wallace	Bus Driver
JoAnn Wieden	Food Service Provider
Fracia Workman	Paraprofessional

ENROLLMENT FIGURES

Compiled on October 1 (2019)			
Grade	Female	Male	Total
PK	8	25	33
K	14	12	26
1	11	13	24
2	12	10	22
3	11	13	24
4	12	9	21
5	23	11	34
6	14	13	27
Elementary School	105	106	212
7	16	16	32
8	9	16	25
9	17	15	32
10	7	18	25
11	14	12	26
12	25	14	39
Jr./Sr. High School	88	91	179
District	193	197	390

5-YEAR ENROLLMENT FIGURES (PK-12)



SOUTHERN PUBLIC SCHOOLS DEMOGRAPHICS
2019-2020 Academic Year

Student Characteristics	Southern Public Schools		State
Attendance Rate	92%		94%
Dropout Rate	N/A		1%
English Learners (EL)	N/A		7%
Free/Reduced Priced Meals	67%		46%
Graduation Rate (4-Year Cohort)	89%		87%
High Ability Learners	26%		13%
School Mobility Rate	9%		8%
Special Education	19%		16%
Race/Ethnicity	American Indian/Alaskan Native:	1%	1%
	Asian:	0%	3%
	Black/African American:	1%	6%
	Hawaiian/Other Pacific Islander:	0%	1%
	Hispanic:	4%	19%
	Two or More Races:	4%	4%
	White:	90%	66%

Please Note: A N/A indicates that the data has been masked to protect the identity of students using one the following criteria:

- 1) Fewer than 10 students were reported in a group.
 - a) Fewer than 5 students were reported at a performance level.
- 2) All students were reported in a single group or performance category.

5-YEAR OPTION ENROLLMENT COMPARSION

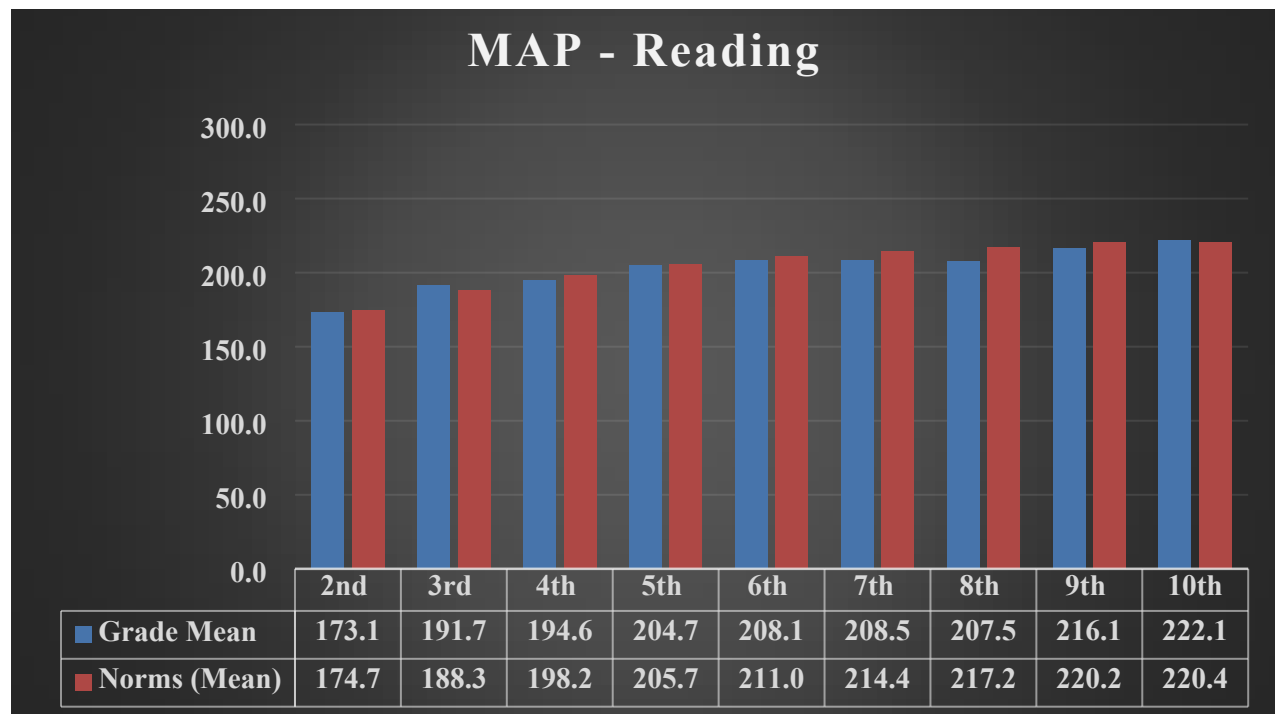
School Year	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Option In Students	8	15	8	5	18
Option Out Students	46	53	51	46	42
Net Option	-38	-38	-43	-41	-24

MEASURE OF ACADEMIC PROGRESS (MAP)

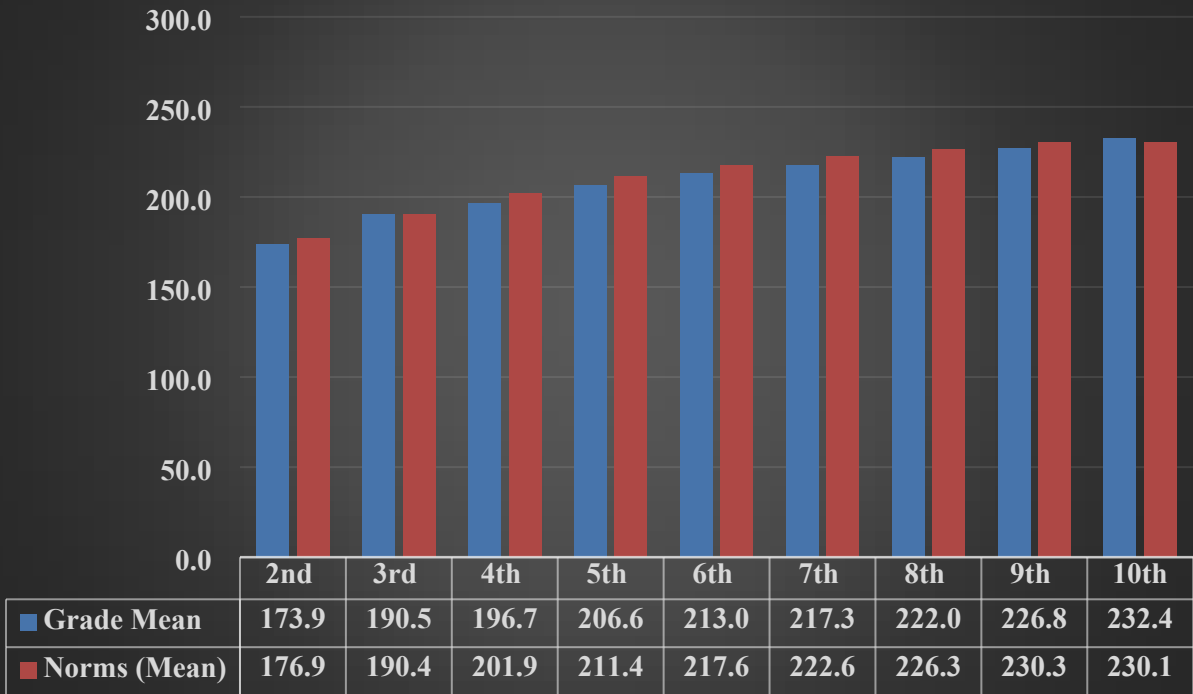
The norm-referenced assessment that we utilize in our district is called Measure of Academic Progress or MAP. The MAP assessment is administered to fulfill the accreditation requirements put forth by Nebraska Department of Education under Rule 10. Norm-referenced assessments are built to compare student performance across the country and these assessments result in bell curve distributions. The MAP assessments use a scale called RIT to measure student achievement and growth. The ACT is another example of a norm-referenced assessment that is administered throughout the Midwest.

MAP Assessment	Subject	Grades Administered
MAP-R	Reading	2-10 (Fall)
MAP-M	Mathematics	2-10 (Fall)
MAP-S	Science	3-10 (Fall)

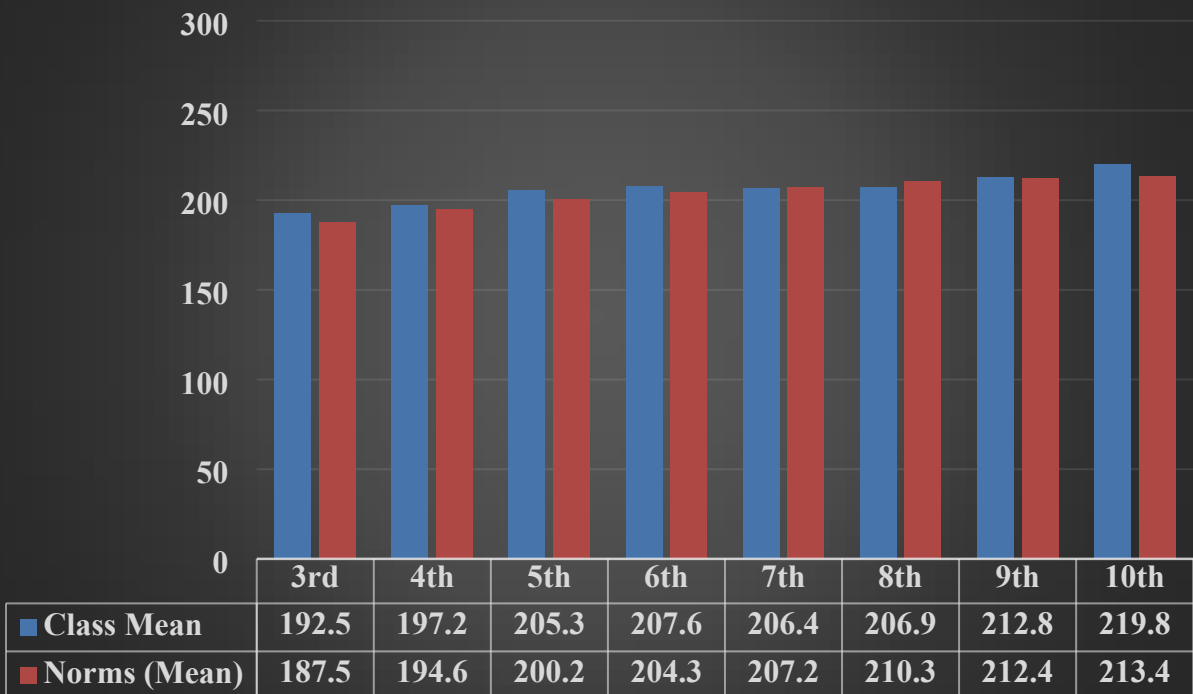
MEASURE OF ACADEMIC PROGRESS (MAP) Class Mean (RIT Score) By Grade/Subject Area Fall 2019 Assessments



MAP - Mathematics



MAP - Science



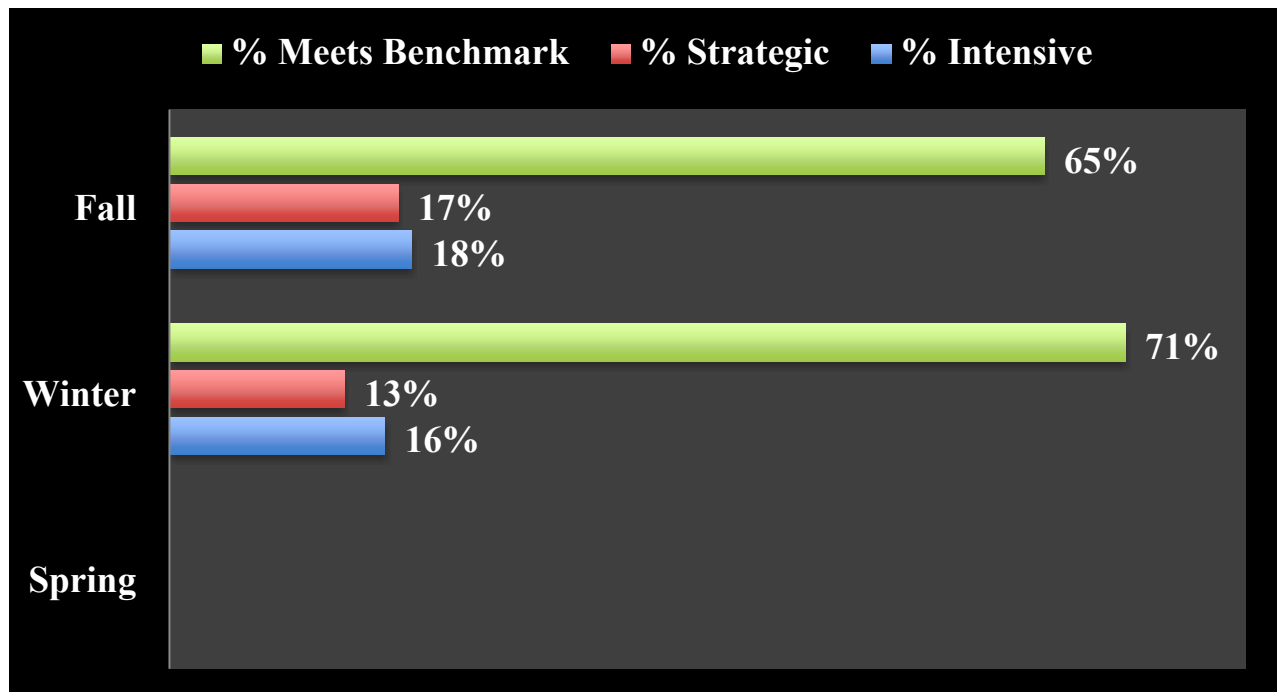
DYNAMIC INDICATORS OF BASIC EARLY LITERACY SKILLS

The universal screener that we utilize in our district is called Dynamic Indicators of Basic Early Literacy Skills or DIBELS. DIBELS is a set of measures for assessing the acquisition of early literacy skills from kindergarten through sixth grade. These assessments are designed to be short, one-minute fluency measures used to regularly monitor the development of early literacy skills. The DIBELS assessments are comprised of seven measures to function as indicators of phonemic awareness, alphabetic principle, accuracy and fluency with connected text, reading comprehension, and vocabulary.

DIBELS SCORES (K-6 GRADE)

Percentage of Students Proficient by Indicators

<i>Date</i>	# of students	Meets Benchmark (At Grade Level)	Strategic (Below Benchmark)	Intensive (Well Below Benchmark)
<i>Fall 2019</i>	176	65%	17%	18%
<i>Winter 2019</i>	176	71%	13%	16%
<i>Spring 2020</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>



2019-2020 BUDGET INFORMATION

Southern Public Schools continues to operate a fiscally responsible budget with very little state aid. Over the past four years, Southern has reduced the district's mill levy by over 1.42 cents, Southern has decreased the district's property tax request by \$333,043 or by (8.03%), and Southern's valuation has decreased by over \$25 million or by (6.23%). Since the 2015-2016 school year, the district's state aid allotment has decreased by \$55,555 or by (4.03%). Southern continues to have one of the lowest cost per pupil (student) in the Pioneer Conference and amongst school district that are similar in size across Nebraska. Southern Public Schools continues to provide a high-quality education at an economical cost to district patrons.

5-YEAR MILL LEVY COMPARISON



5-YEAR MILL LEVY COMPARISON
Based on Home Values

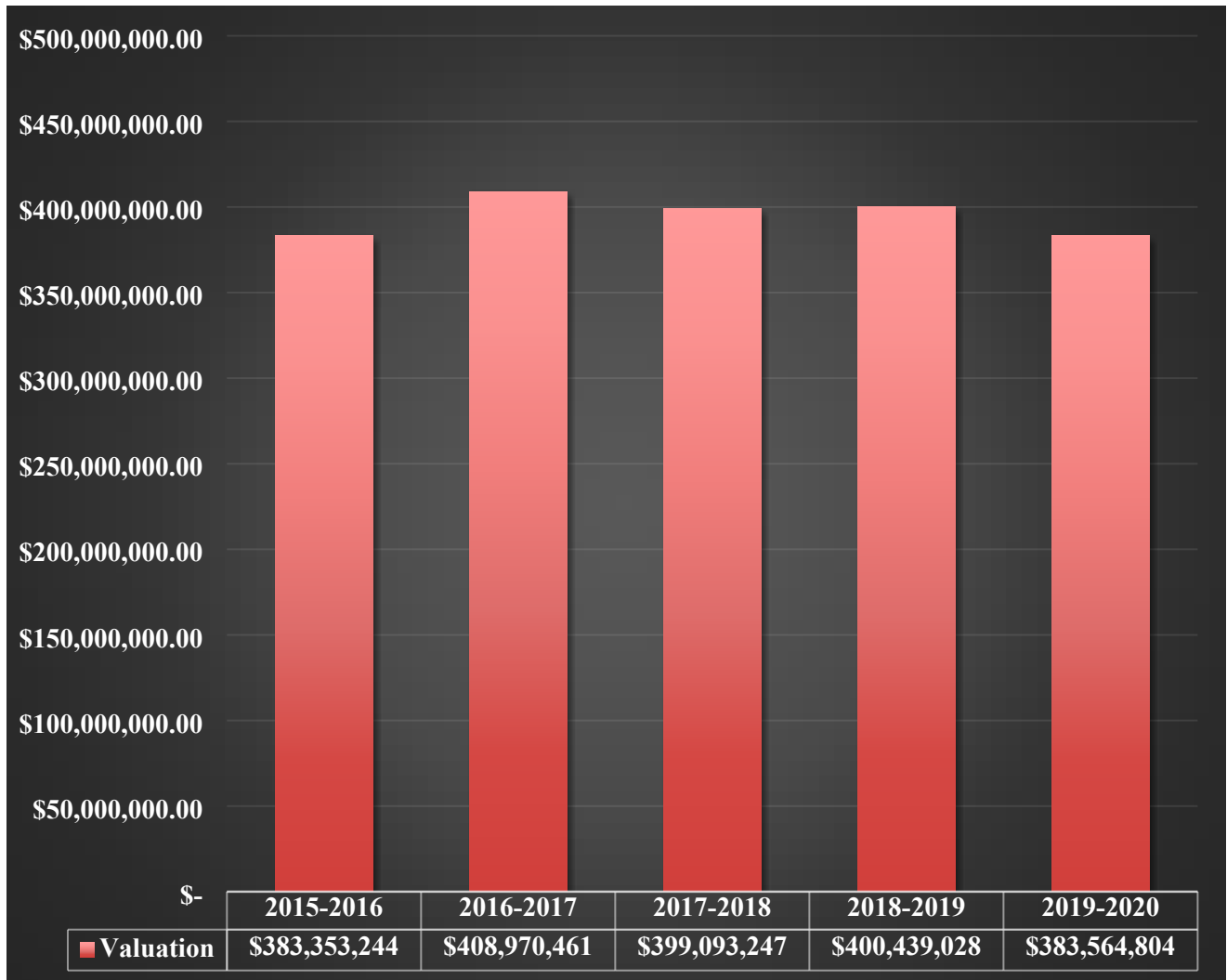
<i>Tax Year</i>	Total Mill Levy	Home Value	Taxes Paid (Per Month)	Taxes Paid (Per Year)
<i>2015</i>	1.0670	\$100,000	\$88	\$1,067
		\$200,000	\$176	\$2,134
		\$300,000	\$264	\$3,201
<i>2016</i>	1.0942	\$100,000	\$91	\$1,092
		\$200,000	\$182	\$2,184
		\$300,000	\$273	\$3,276
<i>2017</i>	1.0949	\$100,000	\$91	\$1,094
		\$200,000	\$182	\$2,188
		\$300,000	\$273	\$3,282
<i>2018</i>	1.0800	\$100,000	\$90	\$1,080
		\$200,000	\$180	\$2,160
		\$300,000	\$270	\$3,240
<i>2019</i>	1.0800	\$100,000	\$90	\$1,080
		\$200,000	\$180	\$2,160
		\$300,000	\$270	\$3,240

COST PER PUPIL BY AVERAGE DAILY MEMBERSHIP (ADM)
Pioneer Conference Comparison (2018-2019)

<i>District</i>	Rank (244 Districts Total)	Per Pupil Spending (ADM)
<i>Johnson-Brock</i>	35	\$12,784
<i>Sterling</i>	112	\$17,153
<i>Southern</i>	116	\$17,269
<i>Pawnee City</i>	133	\$18,062
<i>Tri County</i>	142	\$18,642
<i>Diller-Odell</i>	144	\$18,683
<i>Friend</i>	162	\$19,402
<i>Lewiston</i>	195	\$21,555
<i>HTRS</i>	228	\$25,637
<i>FCSH</i>	N/A	N/A
<i>NCL</i>	N/A	N/A

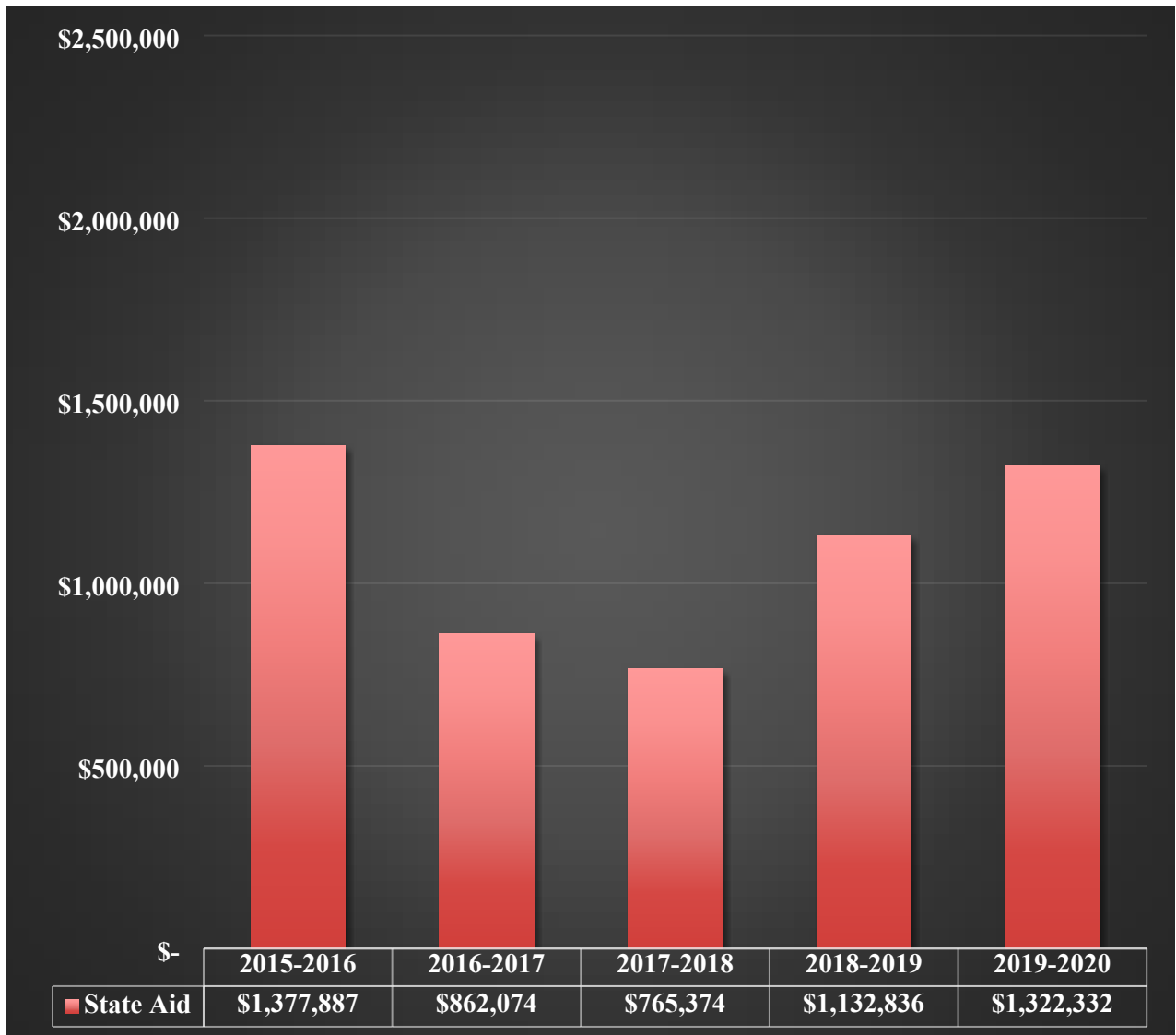
Please Note: The 2019-2020 cost per pupil by average daily membership is not available at this time.

5-YEAR VALUATION COMPARISON



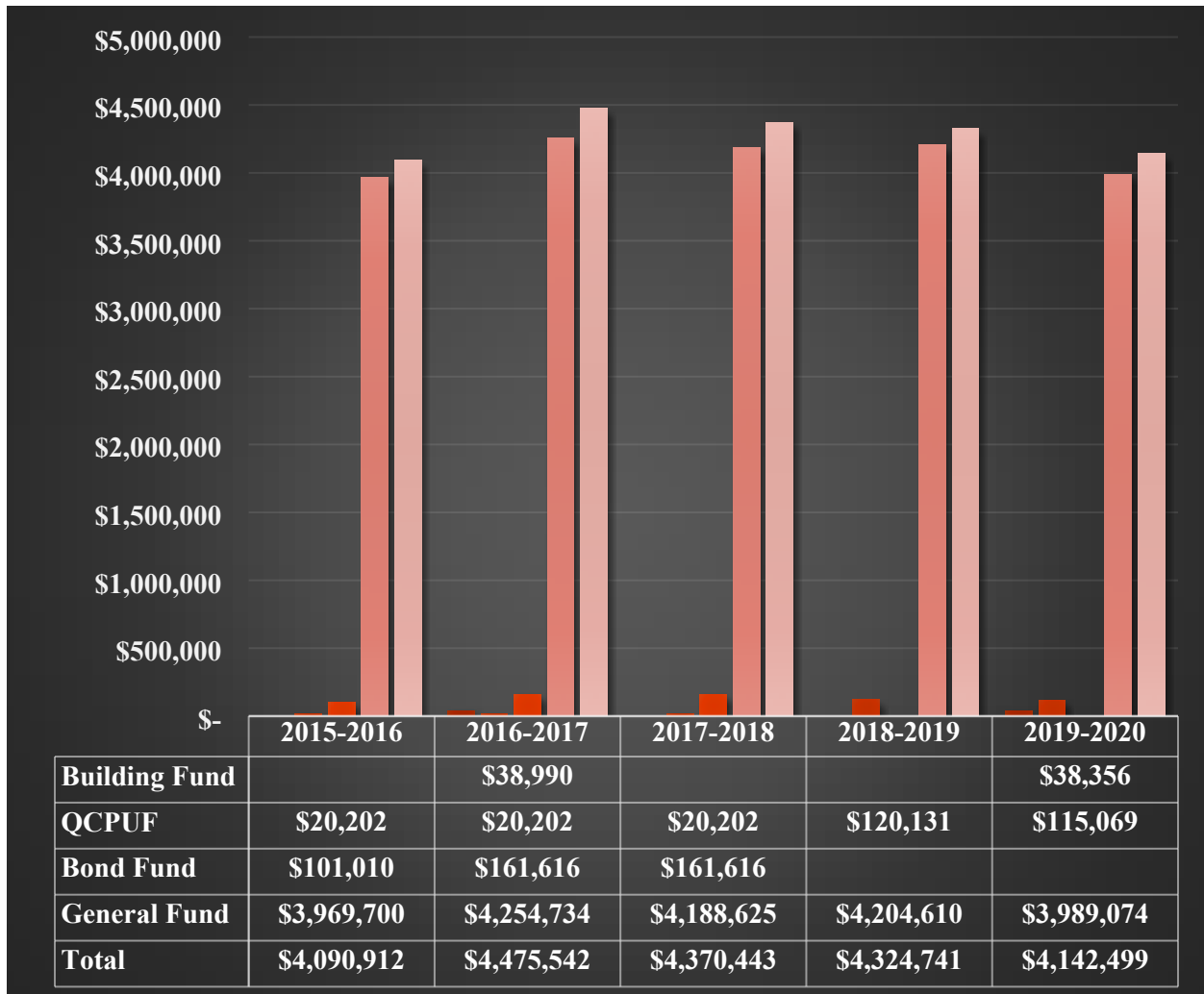
<i>Tax Year</i>	Gage County Valuation	% Change (Prior Year)	Pawnee County Valuation	% Change (Prior Year)	Overall Valuation	% Change (Prior Year)	\$ Change (Prior Year)
2015	\$381,989,299	21.63%	\$1,363,945	19.45%	\$383,353,244	21.62%	\$68,153,482
2016	\$407,602,041	6.70%	\$1,368,420	0.32%	\$408,970,461	6.68%	\$25,617,217
2017	\$397,650,142	(2.50%)	\$1,443,105	5.45%	\$399,093,247	(2.42%)	(\$9,877,214)
2018	\$399,062,663	0.00%	\$1,376,365	(4.84%)	\$400,439,028	0.00%	\$1,345,781
2019	\$382,188,694	(4.41%)	\$1,376,110	(0.00%)	\$383,564,804	(4.39%)	(\$16,874,224)

5-YEAR STATE AID COMPARISON



<i>School Year</i>	State Aid (Allotment)	% Change (Prior Year)	\$ Change (Prior Year)
2015-2016	\$1,377,887	(17.18%)	(\$236,846)
2016-2017	\$862,074	(59.83%)	(\$515,813)
2017-2018	\$765,374	(12.63%)	(\$96,700)
2018-2019	\$1,132,836	48.01%	\$367,462
2018-2019	\$1,322,332	16.72%	\$189,496

5-YEAR PROPERTY TAX REQUEST COMPARISON



Tax Year	Local Property Tax Request	% Change (Prior Year)	\$ Change (Prior Year)
2015-2016	\$4,090,912	18.64%	\$642,645
2016-2017	\$4,475,542	9.40%	\$384,630
2017-2018	\$4,370,443	(2.35%)	(\$105,099)
2018-2019	\$4,324,741	(1.05%)	(\$45,702)
2019-2020	\$4,142,499	(4.39%)	(\$182,242)

Please feel free to contact me with any questions that you might have regarding the 2019-2020 Annual Report.

Dr. Christopher Prososki
Superintendent

BEFORE THE NEBRASKA STATE BOARD OF EDUCATION

IN THE MATTER OF THE COVID-19) NDE Case No. 20-24
PANDEMIC - ACCREDITATION)
SAFETY STANDARDS) **RULE 62 PETITION FOR**
) **DECLARATORY ORDER**
)

Petitioners, Jennifer A. Benson, individually and in her capacity as President of the Nebraska State Education Association, and the Nebraska State Education Association, hereby submit their Petition for a Declaratory Order pursuant to NDE Rule 62.

1. Petitioner, Jennifer A. Benson, is a resident of the State of Nebraska, is a certificated educator and holds the office of President of the Nebraska State Education Association (“NSEA”). Jennifer A. Benson’s address is 605 South 14th Street, Lincoln, Nebraska 68508.

2. Petitioner, the NSEA, is a professional association of approximately 26,000 Nebraska educators and education support personnel organized and existing as a nonprofit corporation under the Nebraska Nonprofit Corporation Act. It is the mission of the NSEA to provide a great public education for every student and advocate for all education professionals, empowering them to provide an excellent public education for every student.

3. Persons or entities which may have an interest in these proceedings include all school districts, public and private, and educational service units in the State of Nebraska, which are known to and governed by the Nebraska Department of Education (“NDE”).

FACTS

The Pandemic and a State in Crisis

4. Nebraska is facing an exponential and unyielding spread of COVID-19. People with chronic medical conditions, like heart or lung disease, and adults who are 65 years and older

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NEBRASKA DEPARTMENT
OF EDUCATION

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are at a higher risk of death if they contract the virus. However, the virus has resulted in serious illness and death to people of all ages, including those without underlying medical conditions.

5. On January 31, 2020, the Secretary of Health and Human Services declared a public health emergency in response to the coronavirus outbreak.

6. On March 11, 2020, the World Health Organization (“WHO”) characterized the coronavirus outbreak as a pandemic.

7. On March 13, 2020, Nebraska Governor Pete Ricketts issued an emergency declaration effectively putting Nebraska in a State of Emergency.

8. On March 13, 2020, Director of Public Health Dr. Gary Anthonie entered a Directed Health Measure (“DHM”) Order 2020-001 that prohibited gatherings in various Nebraska counties. Between March 13, 2020, and the filing of this Petition, Dr. Anthonie entered several other DHMs with continued limitations on gatherings and other measures to limit the spread of coronavirus.

9. In March 2020, the number of COVID-19 cases increased so dramatically that almost every state, including Nebraska, shut down schools, businesses and workplaces.

10. On July 20, 2020, the NDE published COVID-19 guidance for reopening schools. In the guidance, the NDE indicated four distinct zones: green, yellow, orange and red. The NDE considers number of positive cases, percent of positive cases, hospitalization rate and the increase in positive cases from previous rolling averages to determine the current color zone for Nebraska and the recommended guidance associated with each zone.

11. The NDE suggests that if Nebraska is in the red zone, with significant, uncontrolled community spread, then schools should be closed for in-person instruction and remote learning should be initiated. Although the NDE does not provide specific numbers and

positivity rates to determine the specific zone, Nebraska is currently in the “red” according to guidance published by the Centers for Disease Control (“CDC”), the WHO, the University of Nebraska Medical Center (“UNMC”) and the White House Coronavirus Task Force.

Nevertheless, Nebraska schools opened this fall and remain open and continue to deliver in-person instruction.

12. On November 17, 2020, the White House Coronavirus Task Force issued a report indicating Nebraska has 101 or more new cases per 100,000 population, which is the sixth highest rate in the country. Nebraska is also in the red zone for test positivity, indicating a rate at or above 10.1 percent, with the fourth highest rate in the country. Nebraska had 735 new cases per 100,000 population, compared to a national average of 294 per 100,000.

13. Between November 7 and November 13, on average, 124 patients with confirmed COVID-19 and 38 patients with suspected COVID-19 were reported as newly admitted each day to hospitals in Nebraska. A total of 94 percent of hospitals received new COVID-19 patients in this time period.

14. Nebraska hospitals are currently near capacity and are close to being required to turn away heart attack, stroke and trauma patients because they do not have available beds. Without immediate and meaningful interventions, hospitals will become overwhelmed and will not be able to support those who need care. In a letter signed by 1,700 doctors and nurses on November 17, 2020, “. . . this unimaginable time is fast approaching.”

A School System in Crisis

15. The uncontrolled transmission of the virus has put the Nebraska school system in crisis. Gubernatorial and NDE recommendations regarding use of face coverings continue to be largely ignored by many school districts leaving educators feeling overwhelmed. Failure to

address this crisis will lead to nearly 1 in 4 teachers leaving the profession by the end of the school year. In Lincoln and Omaha, nearly 1 in 3 teachers have indicated they plan to leave teaching. School buildings and education programs are closing on a daily basis largely due to a shortage of teachers.

16. As “Educational Workers” exempt from the quarantine requirements of the current DHM, teachers are pressured to return to their classroom responsibilities while in quarantine. Educators are being pushed to a breaking point. They are worried about their health and safety and that of their students and families. Many teachers are having to teach students both in-person and remotely at the same time. The workload expected of teachers has left them exhausted and makes it nearly impossible for them to provide quality teaching and learning for students. The majority of teachers do not believe that their district’s learning model is equitably meeting the needs of all students. Teachers are not provided adequate plan time and, because there is a shortage of substitute teachers, they are having to cover the classes of colleagues who are quarantined or who are ill, so they lose the little plan time they do have. The current situation in many school districts is not sustainable.

17. If schools are required to close again, it will be harmful to children. It will lead to severe learning loss and will be particularly damaging for students with heightened behavioral needs. Schools provide a stable and secure environment for developing social skills and peer relationships. Social interaction at school among children in grades PK-12 is particularly important for the development of language, communication, social, emotional and interpersonal skills. Extended school closures deprive children who live in unsafe homes and neighborhoods an important layer of protection from neglect as well as physical, sexual and emotional maltreatment and abuse. Schools are essential to meeting the nutritional needs of children with

many consuming up to half of their daily calories at school. When schools are closed, children lose access to important opportunities for physical activity. Schools play a critical role in supporting the whole child, not just their academic achievement.

18. Unless immediate and meaningful action is taken by the State Board to identify the mitigation strategies that must be undertaken by schools under its jurisdiction, unquantifiable and irreparable harm will occur to our state's education system, educators, students and state as a whole.

***The Constitutional Authority and Responsibility
of the Nebraska State Board of Education***

19. On November 13, 2020, the Nebraska State Board of Education ("State Board") passed a Resolution affirming the efficacy of face coverings and strongly recommending a statewide mask mandate to ensure the safety of all students, staff and community members. It is now manifest, however, that such encouragement has not produced the kind of change of behavior necessary in order to meaningfully address the crisis affecting Nebraska's school system. The State Board has the constitutional, statutory and regulatory authority to take meaningful action to address the crisis facing Nebraska's schools, students and educators.

20. The State Board is a constitutional body charged with the responsibility and authority to provide "enlightened professional leadership, guidance, and supervision of the state school system . . ." Neb. Rev. Stat. § 79-318(5) (Reissue 2014).

21. The State Board and Commissioner of Education have the authority and responsibility to undertake and maintain accreditation standards and review. Neb. Rev. Stat. § 79-703 (Reissue 2014).

22. Pursuant to its statutory authority, the State Board has adopted 92 NAC 10 ("Rule 10") which recognizes and requires as an accreditation quality indicator that "school

facilities and the general environment are safe, orderly, and supportive of quality learning for all students.” Rule 10, § 011.01. Rule 10 also requires that “each school system maintain safe, healthful, and sanitary conditions within the school building(s) and on the school grounds . . .” Rule 10, § 011.01(A).

23. The State Board is authorized by Neb. Rev. Stat. § 79-318(11) (Reissue 2014) to “interpret its own policies, standards, rules, and regulations and, upon reasonable request, hear complaints and disputes arising therefrom; . . .” Pursuant to this authority, the State Board has adopted Rule 62 under which Petitioners seek issuance of a binding order by the State Board declaring the specific mitigation strategies that all schools under its jurisdiction must implement as safety standards during this pandemic in order to maintain accreditation status under Rule 10.

RELIEF REQUESTED

24. Petitioners request that the State Board enter a Declaratory Order identifying the following minimum mitigation strategies as safety standards inherent in Rule 10, § 011, to remain in full force and effect until the conclusion of the 2020-2021 school year:

a. All children in grades 3-12 must wear face coverings - with medical caveats - as well as teachers, administrators, staff and volunteers. If tolerated, masks should be used for children between three years of age and third grade.

b. Designate a staff person to be responsible for responding to COVID-19 concerns. Staff, students, parents and volunteers should know who this person is and how to contact the designated staff member if they become sick or are around others diagnosed with COVID-19. The designated staff person should also be aware of state and local regulatory agency policies related to school guidelines and will serve as the contact with local health authorities and

monitor illness among school faculty, staff and students. A backup person should be identified who can fill this role if the designated person becomes unavailable due to illness or other reason.

c. Establish and maintain communication and cooperation with local and state authorities to determine current levels of community mitigation.

d. Review local, state and organization guidelines for schools. Review your facility plans including the size of the building, all points of entry and air handling systems to understand and implement recommended state and local guidelines and the considerations detailed in this Order.

e. Schools are encouraged to continue to use and develop strategies for online and other remote education technologies.

f. Develop strategies to reduce the potential for mass exposure of cases occurring in schools that include social distancing of all persons, defined and consistent groups of students and staff who remain together with limited interaction to others, considerations to reduce the maximum number of people allowed in a building based on social distancing and implementation of mask wearing requirements for indoor activities.

g. ALL sick children and adults will stay home; and, quarantine will be observed by those with COVID-19 infected persons at home.

h. All children and adults with confirmed infection will not be allowed to return to school until completing the DHM-defined period of isolation.

i. Schools and public health authorities will work together to rapidly report, assess and act on frequent per school absenteeism, influenza and other disease reporting health measures.

j. Address the increased behavioral health and emotional needs of students and the mental health of teachers, staff and volunteers.

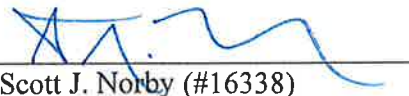
25. All school districts, public and private, and educational service units subject to Rule 10 shall, within three days of the date of service of this Order upon them, confirm in writing to NDE compliance with the face covering requirements of this Order, and identify what action has been or will be taken to comply with all other requirements of this Order.

26. The Commissioner of Education is directed to investigate and report compliance with this Order by all schools and educational service units subject to Rule 10 and submit such reports to the State Board at each State Board meeting through the remainder of the 2020-2021 school year.

JENNIFER A. BENSON, Individually and in Her
Capacity as President of the Nebraska State
Education Association, and the
NEBRASKA STATE EDUCATION
ASSOCIATION, a Nonprofit Corporation,
Petitioners,

BY: NORBY & WELDING LLP
Petitioners' Attorneys
605 South 14th Street
Suite 220
Lincoln, Nebraska 68508
Telephone (402) 434-2390
scott.norby@norbylaw.com

By



Scott J. Norby (#16338)
One of Said Attorneys

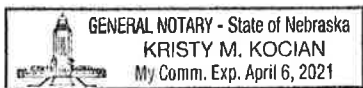
VERIFICATION

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Jennifer A. Benson, being first duly sworn, states that she is one of the Petitioners in the above-entitled matter; that she holds the office of President of the NSEA; that she has read the foregoing Rule 62 Petition for Declaratory Order; and that the allegations of fact therein are true.

Jennifer A. Benson
Jennifer A. Benson

Subscribed and sworn to before me on this 19th day of November, 2020.



Kristy M. Kocian
Notary Public

My Commission Expires: April 6, 2021

***Property Tax Request Comparison
Gage County 2016-2020***

	2016-2017	2017-2018	2018-2019	2019-2020	% Change	\$ Change
Beatrice	\$12,718,950	\$13,296,282	\$13,212,027	\$13,453,694	5.77%	\$734,684
Diller-Odell	\$4,128,236	\$4,120,639	\$4,376,127	\$4,383,955	6.19%	\$255,719
Freeman	\$4,860,480	\$4,867,345	\$4,871,883	\$4,930,631	1.44%	\$70,151
Southern	\$4,475,837	\$4,370,630	\$4,324,765	\$4,142,380	(8.05%)	(\$333,457)

Gage County

Statement of State Aid Allocated to
Certain Local Subdivisions Within the County
for Fiscal Year 2016-2017

	Total Property Taxes Levied in 2016	State Aid Fiscal Year 2016-2017 ¹
Gage County		
Gage County	\$9,300,060.62	\$2,467,574.86
City-Village		
Adams	191,417.34	68,438.22
Barneston	17,545.95	28,983.15
Beatrice	2,325,124.81	2,011,351.39
Blue Springs	29,338.81	87,386.98
Clatonia	35,427.72	41,559.11
Cortland	95,810.93	64,057.52
Filley	21,278.00	25,651.63
Liberty	4,983.72	24,909.80
Odell	35,346.88	59,257.49
Pickrell	41,667.96	27,221.65
Virginia	12,002.31	13,657.90
Wymore	268,743.17	378,905.61
Totals	3,078,687.60	2,831,380.45
School Districts		
Beatrice 15	12,718,950.49	7,546,767.94
Crete 2 ² (Saline Co.)	0.00	0.00
Daniel Freeman 34 ²	4,860,480.65	795,925.34
Diller-Odell 100 ²	4,128,236.75	207,511.87
Lewiston		
Consolidated 69 ² (Pawnee Co.)	0.00	0.00
Norris 160 ² (Lancaster Co.)	0.00	0.00
Southern 1 ²	4,475,837.18	1,410,548.42
Tri-County 300 ² (Jefferson Co.)	0.00	0.00
Wilber-Clatonia 82 ² (Saline Co.)	0.00	0.00
Totals	26,183,505.07 ³	9,960,753.57

¹The amount of state funds shown above would have been additional property taxes if not allocated to the county, city, village, and school district by the Legislature. (Neb. Rev. Stat. § 77-1704.01)

²This local subdivision overlaps into another county. The amounts of total property taxes and state aid for the subdivision are the total amounts for the local subdivision, and not just the portion in this county. To avoid double counting, these totals are only shown in the county where the local subdivision is considered headquartered. If there are zero dollars shown, the subdivision is headquartered in the county shown in parentheses.

³Total property taxes levied for school districts includes amounts levied to retire bonded indebtedness.

Gage County

Statement of State Aid Allocated to
Certain Local Subdivisions Within the County
for Fiscal Year 2017-2018

	Total Property Taxes Levied in 2017	State Aid Fiscal Year 2017-2018 ¹
Gage County		
Gage County	\$9,610,896.99	\$2,593,707.46
City Village		
Adams	285,527.98	72,269.17
Barneston	17,543.18	30,684.85
Beatrice	2,532,016.88	2,125,460.38
Blue Springs	29,444.33	91,624.36
Clatonia	36,058.75	44,376.56
Cortland	97,360.96	67,682.79
Filley	21,568.99	27,225.20
Liberty	5,729.03	26,121.29
Odell	34,992.85	63,405.80
Pickrell	43,073.03	29,112.52
Virginia	12,227.69	14,416.79
Wymore	270,177.51	399,087.48
Totals	3,385,721.18	2,991,467.19
School Districts		
Beatrice 15	13,296,282.63	7,490,129.51
Crete 2 ² (Saline Co.)	0.00	0.00
Daniel Freeman 34 ²	4,867,345.74	951,457.37
Diller Odell 100 ²	4,120,639.79	198,295.06
Lewiston Consolidated		
69 ² (Pawnee Co.)	0.00	0.00
Norris 1602 (Lancaster Co.)	0.00	0.00
Southern 1 ²	4,370,630.73	1,291,964.65
Tri-County 300 ² (Jefferson Co.)	0.00	0.00
Wilber-Clatonia 82 ² (Saline Co.)	0.00	0.00
Totals ³	26,654,898.89	9,931,846.59

¹The amount of state funds shown above (in the State Aid column) would have been additional property taxes if not allocated to the county, city, village, and school district by the Legislature (Neb. Rev. Stat. § 77-1704.01).

²This local subdivision overlaps into another county. The amounts of total property taxes and state aid for the subdivision are the total amounts for the local subdivision and not just the portion in this county. To avoid double counting, these totals are only shown in the county where the local subdivision is considered headquartered. If there are zero dollars shown, the subdivision is headquartered in the county shown in parentheses.

³Total property taxes levied for school districts includes amounts levied to retire bonded indebtedness.

Gage County

**Statement of State Aid Allocated to
Certain Local Subdivisions Within the County
for Fiscal Year 2018-2019**

	Total Property Taxes Levied in 2018	State Aid Fiscal Year 2018-2019¹
Gage County		
Gage County.....	\$13,588,021.61	\$2,731,221.96
City Village		
Adams	294,362.13	74,558.90
Barneston.....	17,684.42	32,625.27
Beatrice	2,638,755.33	2,141,787.03
Blue Springs	29,835.94	96,369.94
Clatonia	35,940.41	46,706.76
Cortland.....	101,065.07	71,175.41
Filley.....	21,743.92	28,683.67
Liberty.....	5,715.89	26,957.77
Odell.....	35,866.70	67,501.22
Pickrell.....	48,354.15	31,451.75
Virginia.....	12,076.08	15,280.22
Wymore	279,159.83	415,354.39
Totals.....	3,520,559.87	3,048,452.33
School Districts		
Beatrice 15	13,212,027.15	7,084,797.18
Crete 2 ² (Saline Co.).....	0.00	0.00
Daniel Freeman 34 ²	4,871,883.13	1,043,700.08
Diller-Odell 100 ²	4,376,127.33	295,037.20
Lewiston Consolidated 69 ² (Pawnee Co.).....	0.00	0.00
Norris 160 ² (Lancaster Co.).....	0.00	0.00
Southern 1 ²	4,324,765.71	1,604,994.53
Tri County 300 ² (Jefferson Co.).....	0.00	0.00
Wilber Clatonia 82 ² (Saline Co.).....	0.00	0.00
Totals ³	\$26,784,803.32	\$10,028,528.99

¹The amount of state funds shown above (in the State Aid column) would have been additional property taxes if not allocated to the county, city, village, and school district by the Legislature (Neb. Rev. Stat. § 77-1704.01).

²This local subdivision overlaps into another county. The amounts of total property taxes and state aid for the subdivision are the total amounts for the local subdivision and not just the portion in this county. To avoid double counting, these totals are only shown in the county where the local subdivision is considered headquartered. If there are zero dollars shown, the subdivision is headquartered in the county shown in parentheses.

³Total property taxes levied for school districts includes amounts levied to retire bonded indebtedness.

Gage County

**Statement of State Aid Allocated to
Certain Local Subdivisions Within the County
for Fiscal Year 2019-2020**

	Total Property Taxes Levied in 2019	State Aid Fiscal Year 2019-2020¹
Gage County		
Gage County.....	\$13,318,993.49	\$2,993,120.27
City - Village		
Adams	330,906.23	80,126.68
Barneston.....	17,696.73	34,395.71
Beatrice	2,785,191.45	2,400,988.10
Blue Springs	30,328.94	101,067.52
Clatonia	39,274.25	49,895.34
Cortland.....	104,064.86	76,716.44
Filley.....	22,110.98	29,979.39
Liberty.....	5,630.67	28,510.76
Odell.....	37,510.44	70,765.96
Pickrell.....	51,181.87	33,444.16
Virginia.....	18,848.99	16,513.58
Wymore	285,717.84	444,437.67
Totals.....	3,728,463.25	3,366,841.31
School Districts		
Beatrice 15	13,453,694.33	8,044,094.42
Crete 2 ² (Saline Co.).....	0.00	0.00
Daniel Freeman 34 ²	4,930,631.41	1,162,597.26
Diller-Odell 100 ²	4,383,955.17	423,706.99
Lewiston Consolidated 69 ² (Pawnee Co.).....	0.00	0.00
Norris 160 ² (Lancaster Co.).....	0.00	0.00
Southern 1 ²	4,142,380.27	1,754,136.46
Tri-County 300 ² (Jefferson Co.).....	0.00	0.00
Wilber-Clatonia 82 ² (Saline Co.).....	0.00	0.00
Totals ³	26,910,661.18	11,384,535.13

¹The amount of state funds shown above (in the State Aid column) would have been additional property taxes if not allocated to the county, city, village, and school district by the Legislature (Neb. Rev. Stat. § 77-1704.01).

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³Total property taxes levied for school districts includes amounts levied to retire bonded indebtedness.

Southern Public Schools

2021-2022 District Calendar

July—2021

S	M	T	W	T	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

August—2021

S	M	T	W	T	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				

September—2021

S	M	T	W	T	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	<u>30</u>		

October—2021

S	M	T	W	T	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						

November—2021

S	M	T	W	T	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				

December—2021

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

Note: Any/all mechanical or weather related loss of school time will be made up at the discretion of the Board of Education and/or the Superintendent.

Student Instructional Days **174**
Teacher Contract Days **182**

August—2021
16-18 Teacher In-Service (No School)

19 First Day of Classes

September—2021

6 Labor Day (No School)
30 Early Dismissal (1:20/1:30 p.m.)
Parent Teacher Conferences (3:00 p.m. – 8:00 p.m.)

October—2021

1 Fall Break (No School)
11 Teacher In-Service (No School)
15 End of First Quarter (39 Days)
18 Second Quarter Begins
29 Teacher In-Service (No School)

November—2021

7 Standard Time Begins
24-26 Thanksgiving Break (No School)

December—2021

17 End of Second Quarter (41 Days)
Early Dismissal (1:20/1:30 p.m.)
20-31 Winter Break (No School)

January—2022

3 Teacher In-Service (No School)
4 First Day of Third Quarter

February—2022

10 Early Dismissal (1:20/1:30 p.m.)
Parent Teacher Conferences (3:00 p.m. – 8:00 p.m.)
11 Teacher In-Service (No School)

March—2022

4 Spring Break (No School)
10 End of Third Quarter (46 Days)
11 Spring Break (No School)
13 Daylight Savings Begins
14 Fourth Quarter Begins

April—2022

15-18 Spring Break (No School)

May—2022

6 Last Day for Seniors
14 Graduation (5:00 p.m.)
20 Early Dismissal (1:20/1:30 p.m.)
End of Fourth Quarter (48 Days)
23 Teacher In-Service (No School)

January—2022

S	M	T	W	T	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					

February—2022

S	M	T	W	T	F	S
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6	7	8	9	<u>10</u>	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March—2022

S	M	T	W	T	F	S
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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		

April—2022

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May—2022

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15	16	17	18	19	<u>20</u>	21
22	23	24	25	26	27	28
29	30	31				

June—2022

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Key: Blue Font (Single Underline) = Late Start or Early Dismissal
Red Font = Holidays/Non-Contract Days (No School)
Red Font (Strikethrough) = Teacher In-Service (No School)
[] = First/Last Day of the Quarter

Southern Public Schools

2021-2022 Preschool Calendar

July—2021

S	M	T	W	T	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

August—2021

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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September—2021

S	M	T	W	T	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

October—2021

S	M	T	W	T	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						

November—2021

S	M	T	W	T	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December—2021

S	M	T	W	T	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

Note: Any/all mechanical or weather related loss of school time will be made up at the discretion of the Board of Education and/or the Superintendent.

Student Instructional Days **144**
Teacher Contract Days **182**

August—2021
16-18 Teacher In-Service (No School)

19 First Day of Classes

September—2021

6 Labor Day (No School)
30 Early Dismissal (1:20/1:30 p.m.)
Parent Teacher Conferences (3:00 p.m. – 8:00 p.m.)

October—2021

11 Teacher In-Service (No School)
14 End of First Quarter (32 Days)
18 Second Quarter Begins

November—2021

7 Standard Time Begins
24-26 Thanksgiving Break (No School)

December—2021

16 End of Second Quarter (34Days)
20-31 Winter Break (No School)

January—2022

3 Teacher In-Service (No School)
4 First Day of Third Quarter

February—2022

10 Early Dismissal (1:20/1:30 p.m.)
Parent Teacher Conferences (3:00 p.m. – 8:00 p.m.)

March—2022

10 End of Third Quarter (39 Days)
13 Daylight Savings Begins
14 Fourth Quarter Begins

April—2022

18 Spring Break (No School)

May—2022

19 End of Fourth Quarter (39 Days)
23 Teacher In-Service (No School)

January—2022

S	M	T	W	T	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					

February—2022

S	M	T	W	T	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			

March—2022

S	M	T	W	T	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

April—2022

S	M	T	W	T	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

May—2022

S	M	T	W	T	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						

June—2022

S	M	T	W	T	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

Key: Blue Font (Single Underline) = Late Start or Early Dismissal
Red Font = Holidays/Non-Contract Days (No School)
Red Font (Strikethrough) = Teacher In-Service (No School)
[] = First/Last Day of the Quarter

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT SOUTHERN PUBLIC SCHOOLS

THIS CONTRACT is made by and between the Board of Education of Southern Public Schools, legally known as Gage County School District 34-0001, and referred to as "the Board" and "the school district" respectively, and to Christopher R. Prosocki, referred to herein as "the Superintendent". The Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of two years beginning on **July 1, 2021** and expiring on **June 30, 2023**. References to "contract year" mean the period from July 1st through June 30th and shall consist of all days except Saturdays, Sundays, legal holidays and school calendar holidays.

Section 2. Renewal, Amendment or Nonrenewal 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 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 insure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the **2021-22 contract year** shall be **\$141,163.84**. It shall be paid in 12 equal monthly installments beginning in the month of **July 2021**. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting of a new contract, requiring a hearing, or extending the term of this contract. This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 4. Professional Status. The Superintendent affirms that he is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and

maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he registers his certificate. The Superintendent represents that: (1) all information he provided in connection with his application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

Section 5. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote his time, skill, labor and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to him. By agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the school district.

Section 6. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. He shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He is responsible for administering the instruction of students and the business affairs of the school district. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 7. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation

of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with his duties under the renewal and evaluation sections of this Agreement shall constitute a material breach of this contract.

Section 8. Disability. If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for more than six (6) months, or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties here under shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the district.

Section 9. Transportation. The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board for district transportation. Provided, the Superintendent shall not be paid for mileage incurred in driving from his residence to the school or from the school to his residence.

Section 10. Fringe Benefits. The board shall provide the Superintendent with the following fringe benefits:

a. Health Insurance. The Board shall provide fifty percent of a family health/family dental insurance policy that is the same as the Blue Cross/Blue Shield Educator's Health Alliance Insurance coverage provided to members of the Southern Education Association.

b. Sick Leave. The Superintendent shall be entitled to 12 days of sick leave per year which may accumulate to a total of 50 days pursuant to board policy. The Board will not pay for unused sick leave days. If he qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay.

c. Vacation Leave. The Superintendent shall have twenty (20) vacation days for the 2021-22 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the 2020-21 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to twenty (20) days. For example, if he uses 12 days of vacation one

year, the board will provide him with 12 days the following year to bring his total to 20 days. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of his vacation days and shall provide the Board of Education with a report of his accumulated vacation days at least quarterly. The Board may require him to use his vacation days and shall compensate him for unused vacation days upon the conclusion of his employment.

d. Personal Leave. The Superintendent shall have three (3) personal days for the 2021-22 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. After the 2020-21 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to three (3) days. The Superintendent shall keep complete and accurate records of his personal days and shall provide the Board of Education with a report of his accumulated personal days at least quarterly. The Board may require him to use his personal days and shall compensate him for unused personal days upon the conclusion of his employment.

e. Disability Insurance. The Superintendent shall be required to purchase disability insurance from the school district's carrier at his own expense. The Board will increase his compensation by the amount of this premium cost.

f. Professional Development. The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he may attend appropriate professional meetings at the local and state level; and the Board will pay for valid expenses of attendance.

g. Professional Dues. The school district will pay the annual dues for the Superintendent's membership in the following organizations: state administrator organizations through the NACIA, NCSA, and local community organizations.

h. Professional Publications. The school district will pay the annual subscription fees for the publications of the organizations in the preceding paragraph.

i. Cell Phone. The Superintendent shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Superintendent up to a maximum of \$50 per month for the actual cost of a cellular phone service plan and the

district will provide the Superintendent with a stipend every two years to cover the expense of purchasing a cell phone.

Section 11. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 12. Compensation upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract. He shall be paid for any unused vacation days at the daily compensation rate in effect at the time of termination of employment.

Section 13. Evaluation. The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The yearly evaluations after the first year of employment shall occur no later than the **regular November meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular October meeting**; make his evaluation an agenda item for the regular **November** board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 14. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a complaint to the Commissioner of Education (a professional practice complaint alleging a violation of Rule 27 of the Department of Education), is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 15. Physical or Mental Examination. The Board may require the Superintendent to undergo a physical or mental examination by a physician and or/psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's or psychologist's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

Section 16. Residence/Domicile in School District. The Superintendent shall have his domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain his domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain his domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the District; (3) to be involved in school and community activities bringing him in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which he is the educational leader.

Section 17. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

Section 18. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 19. Severability. 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 enforcement of the remaining provisions of this contract.

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

Executed by the Board this ___ day of _____, 202__.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ___ day of _____, 202__.

Superintendent

Superintendent Pay Transparency Notice—Proposed Contract (Dr. Christopher Prosocki)

Notice is hereby given that Southern School District 1 has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on December 9, 2019, at 7:30 pm at the Jr./Sr. High School Board Room in Wymore, Nebraska.

After the 2019/20 school year, how many years remain on the contract:

2

The estimated costs to the district for the 2020/21 year and future years are listed below:

	2020/21 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 129,668.00	\$ 259,336.00	\$ 389,004.00
Compensation for activities outside of the regular salary:			
• <i>Extended contracts / Activities outside of regular salary</i>			\$
• <i>Bonus/Incentive/Performance Pay</i>			\$
• <i>Stipends</i>			\$
• <i>All other costs not mentioned above</i>			\$
Benefits and Payroll Costs Paid by district:			
• <i>Insurances (Health, Dental, Life, Long Term Disability)</i>	\$ 683.00	1366	\$ 2,049.00
• <i>Cafeteria Plan Stipend</i>			\$
• <i>Cash in lieu of insurance</i>	\$ 11,495.00	22990	\$ 34,485.00
• <i>Employee's share of retirement, deferred compensation, FICA and Medicare if paid by the district</i>			\$
• <i>District's share of retirement, FICA and Medicare</i>	\$ 25,211.00	\$ 50,422.00	\$ 75,633.00
• <i>IRS value of housing allowance</i>			\$
• <i>IRS value of vehicle allowance</i>			\$
• <i>Additional leave days</i>			\$
• <i>Annuities</i>			\$
• <i>Service credit purchase</i>			\$
• <i>Association / Membership dues</i>	\$ 600.00	\$ 1,200.00	\$ 1,800.00
• <i>Cell Phone/Internet reimbursement</i>	\$ 600.00	\$ 1,200.00	\$ 1,800.00
• <i>Relocation reimbursement</i>			\$
• <i>Travel allowance/reimbursement</i>			\$
• <i>Mileage Allowance</i>	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00
• <i>Educational tuition assistance</i>			\$
• <i>All other benefit costs not mentioned above</i>			\$
Totals:	\$ 169,257.00	\$ 338,514.00	\$ 507,771.00

2020-2021 Total Package C

Superintendent						Compensation	Benefits	
Position	School	Education Level	Supt. Experience	Total Experience	Enrollment 19-20 (PK-12)	Annual Salary	Additional Compensation	Benefits
Superintendent	Thayer Central	Ed.S.	16	28	454	\$144,500.00	\$0.00	\$45,384.00
Superintendent	Wilber-Clatonia	Ed.S.	11	39	624	\$146,750.00	\$0.00	\$42,993.00
Superintendent	Tri County	Ed.S.	8	47	433	\$144,932.00	\$0.00	\$44,264.00
Superintendent	Palmyra	Ed.S.	1	34	626	\$136,000.00	\$0.00	\$49,418.00
Superintendent	Johnson-Brock	Ed.S.	11	24	350	\$130,000.00	\$5,208.00	\$46,665.00
Superintendent	Diller-Odell	Ed.S.	9	31	237	\$132,272.00	\$0.00	\$47,151.00
Superintendent	Freeman	Ed.S.	2	20	435	\$131,250.00	\$0.00	\$46,351.00
Superintendent	JCC	M.A.	1	19	493	\$130,000.00	\$0.00	\$45,806.00
Superintendent	HTRS	Ed.S.	14	36	358	\$131,850.00	\$0.00	\$41,233.00
Superintendent	Southern	Ed.D.	4	13	390	\$129,668.00	\$11,495.00	\$25,875.00
Superintendent	Pawnee City	M.A.	5	17	300	\$122,000.00	\$0.00	\$43,720.00
Mean			7.5	28	427	\$134,474.73	\$1,518.45	\$43,532.73

Abbreviation	Degree
B.A.	Bachelor's Degree
M.A.	Master's Degree
Ed.S.	Education Specialist
Ed.D.	Doctor of Education

Mean
Median
102% of Midpoint
Midpoint
98% of Midpoint

Comparison	
Total	Other Information
Total Compensation	Notes
\$189,884.00	
\$189,743.00	
\$189,196.00	
\$185,418.00	
\$181,873.00	
\$179,423.00	
\$177,601.00	
\$175,806.00	JCC also has an Assistant Supt. & Supt. is 30% Elem Prin.
\$173,083.00	
\$167,038.00	<i>My base salary is \$129,668 & \$11,495 is cash in lieu that is added to my salary & I am the Curriculum Director</i>
\$165,720.00	Supt. is 30% Elem Prin.
\$179,525.91	

\$179,525.91
\$179,423.00
\$183,063.94
\$179,474.45
\$175,884.96