

Regular Board Meeting
December 11, 2023, 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 11, 2023, 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
 - I.A. Roll Call
 - I.B. Notice of Nebraska Open Meetings Act Posted
- II. Approval of Minutes from the November 13, 2023, Regular Board Meeting
- 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: Items for Discussion, Consideration, and/or Action
 - IV.A. Approval of Bills
 - IV.A.1. General Fund, Special Building Fund, Depreciation Fund, and Qualified Capital Purpose Undertaking Fund Claims
 - IV.A.2. Lunch & Activity Claims

- V. Support Service
 - V.A. Facility Update
 - V.B. Personnel Items
 - V.C. Technology Update
- VI. Administrative and Committee Reports
 - VI.A. Student Board Member Report
 - VI.B. Elementary Principal's Report
 - VI.C. Secondary Principal's Report
 - VI.D. Superintendent's Report
- VII. Items for Discussion, Consideration, and/or Action
 - VII.A. Approve the 2024-2025 Negotiated Agreement with Southern Education Association
 - VII.B. District Calendar 2024-2025
 - VII.C. Preschool Calendar 2024-2025
 - VII.D. Memorandum of Understanding (MOU) Between Gage County Sheriff's Office & Southern Public Schools
 - VII.E. Policy 3055: School Resource Officer
 - VII.F. Superintendent's Contract
 - VII.F.1. Superintendent's Contract's Contract Extension
 - VII.F.2. Superintendent Salary and Benefits
 - VII.G. 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 13, 2023
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: Betsy Frerichs, Dana Dorn, Dave Zimmerman, Debra Schlake, Jared McKeever, & Jeff Argo. The following administrators were present: Kane Hookstra, Jeff Murphy, & Christopher Proski. The following student board member was present: Cole Thompson.

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:

- Fairbury Journal-News

Posted Date: 11/8/2023

Reasonable advance notice was simultaneously given to board members and a copy of their acknowledgment 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 was posted on the back of the board of education meeting room.

II. Approval of Minutes from the October 9, 2023, Regular Board Meeting, October 11, 2023, Special Board Meeting, & Committee on American Civics

Motion to approve the minutes from the October 9, 2023, regular board meeting, October 11, 2023, special board meeting, & committee on American civics. This motion, made by Jared McKeever and seconded by Betsy Frerichs, passed.

yes: 6, no: 0

III. Communications, Audiences, and Recognitions

Jim Decker, Audrey Whitwer, and Jackie Swearingen gave public comment to the school board.

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: Items for Discussion, Consideration, and/or Action

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 Debra Schlake and seconded by Jeff Argo, passed.

yes: 6, no: 0

IV.A.2. Lunch & Activity Claims

V. Support Service

V.A. Facility Update

John Eisenhower provided the school board with a written report on the electric bus being delivered, installing some back rods at the elementary school to address some foundation issues caused by the poor drainage around the building, and a Jr./Sr. High School front entrance remodel.

V.B. Personnel Items

Bonnie, Creek, Desiree Blakemoire, & Lori Moniz-Trisler all submitted letter of resignations from their employment at Southern.

V.C. Technology Update

VI. Administrative and Committee Reports

VI.A. Student Board Member Report

The student board member reported on the following items: FFA events, Red Ribbon Week (drug and alcohol prevention week), freshman volleyball tournament, FBLA trip, and play production.

VI.B. Elementary Principal's Report

The elementary principal reported on the following items: current enrollment figures, preschool completing fall GOLD testing, 5-6 grade elementary school quiz bowl, Red Ribbon Week (drug and alcohol prevention week), WORDS tutoring at the elementary school, using data to inform instruction through the WORDS training, K-3 concert, middle school life skills sportsmanship Rally in Lincoln, and upcoming State Principals Conference in Lincoln on December 6-7, 2023.

VI.C. Secondary Principal's Report

The secondary principal reported on the following items: current enrollment figures, Veterans Day program, all 4 spots being filled in the alternative education program and using an additional spot from Diller-Odell, completing the wiring for the new welding program, play production

contests, winter sports numbers (wrestling = 13 participants, girls basketball = 9 participants, and boys basketball = 14 participants), post season awards, and fall gate receipts.

VI.D. Superintendent's Report

Dr. Prosocki distributed the yearly required audit to the school board members and he went over the 2023-2024 state aid recalculation and he noted the district will gain \$4,455 in revenue. Next, Dr. Prosocki went over the 2023 Certified School Adjustment Valuation report from the Nebraska Department of Revenue and he presented the school board with a draft of both the 2023-2024 district calendar and the 2023-2024 preschool calendar. He noted that Southern has to follow the Nebraska School Activities Association (NSAA) calendar so the district does not have a track meet on graduation. Next, Dr. Prosocki went over the changes that were recently made to the Free Application for Federal Student Aid (FAFSA). Dr. Prosocki went over the Educators Health Alliance (EHA) medical and dental rates for the 2024-2025 school year and he said they will increase by 1.99% and this increase will cost the district just under \$18,000. Dr. Prosocki went over the 2024 election information and he gave the school board an update on the Elimination of Property, Income, and Corporate (EPIC) Tax petition drive. Dr. Prosocki noted that if this petition drive is successful, no one will ever buy groceries, buy a vehicle, buy clothing, or buy a house in Nebraska if a consumption or excise tax is imposed on Nebraskans, because no one will want to pay a 20-30% consumption or excise tax rate. Dr. Prosocki gave the school board an update on federal school bus seat belt legislation and how the Federal Communications Commission (FCC) approved federal funding for Wi-Fi on school buses. Next, Dr. Prosocki said the Nebraska Council of School Administrators are working with the Governor regarding lowering or eliminating some of the state training requirements. Dr. Prosocki said that the Gage County Board of Supervisors approved the hiring of a new School Resource Officer (SRO) for Gage County Schools to utilize (Diller-Odell, Freeman, & Southern) after the first of the year. Dr. Prosocki went over the official enrollment numbers (374 students), poverty trends, option enrollment trends, and special education trends. Dr. Prosocki reminded the school board that 7 days after the regular December board meeting that his contract will automatically renew for 1 year pending the school board decides not to renew his contract. Dr. Prosocki noted that superintendents cannot acquire tenure like teachers and principals in Nebraska. Lastly, Dr. Prosocki went over how the radical members of the House of Representatives want to cut Title I funding to public schools by 80% and he noted that if this legislation is enacted, Southern would have to cut one teacher and one paraprofessional.

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

VII.A. Declare the old Electrical Wire as Surplus for Immediate Sale or Disposal

Motion to declare the old electrical wire as surplus for immediate sale or disposal. This motion, made by Jeff Argo and seconded by Betsy Frerichs, passed.

yes: 6, no: 0

Based on Policy 3019: Sale or Disposal of School Property, it sets forth the statutory requirement that the sale of school property be approved by a two-thirds vote of the board of education at a regular board meeting. The district has always sold items of monetary value to the general public and the district has never sold items that were not working or that were broken.

VII.B. Softball Cooperative Agreement with Diller-Odell Public Schools for the 2024-2025 and the 2025-2026 School Years

Motion to approve the softball cooperative agreement with Diller-Odell Public Schools for the 2024-2025 and the 2025-2026 school years. This motion, made by Dana Dorn and seconded by Jared McKeever, passed.

yes: 6, no: 0

VII.C. Junior High Football Cooperative Agreement with Diller-Odell Public Schools for the 2024-2025 School Year - Chaysen Bednar & Preston Jurgens

Motion to not approve the junior high football cooperative agreement with Diller-Odell Public Schools for the 2024-2025 school year. This motion, made by Betsy Frerichs and seconded by Jared McKeever, passed.

Dana Dorn: Abstain (With Conflict), Debra Schlake: no, David Zimmerman: no, Jeff Argo: yes, Betsy Frerichs: yes, Jared McKeever: yes
yes: 3, no: 2, Abstain (With Conflict): 1

VII.D. Appoint Dana Dorn to Serve as the Nebraska Association of School Boards (NASB) Delegate Assembly Representative

Motion to appoint Dana Dorn to serve as the Nebraska Association of School Boards (NASB) delegate assembly representative. This motion, made by Debra Schlake and seconded by Jared McKeever, passed.

Dana Dorn: Abstain (With Conflict), Jeff Argo: yes, Betsy Frerichs: yes, Jared McKeever: yes, Debra Schlake: yes, David Zimmerman: yes
yes: 5, no: 0, Abstain (With Conflict): 1

VII.E. Option Enrollment Applications

VII.F. 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 in executive session at 9:02 p.m. as needed to protect the interest of the district & to prevent the needless injury to the reputation of an individual. This motion, made by Debra Schlake and seconded by Jared McKeever, passed.

yes: 6, no: 0

VII.F.1. Convene Executive Session: Annual Superintendent Evaluation

VII.F.2. Reconvene Meeting from Executive Session

Motion to reconvene the meeting from executive session at 9:29 p.m. This motion, made by Dana Dorn and seconded by Jeff Argo, passed.

yes: 6, no: 0

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

VIII. Adjournment

Motion to adjourn the meeting at 9:34 p.m. This motion, made by Debra Schlake and seconded by Jared McKeever, passed.

yes: 6, no: 0

The next Regular Board meeting is scheduled for 7:30 p.m., December 11, 2023, at Southern Jr./Sr. High School Boardroom 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 identify yourself, including an address and the name of any organization you represent. The board may waive the address requirement to protect the security of the individual.
- **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 Public Schools

Annual Report

2022-2023



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>

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

PURPOSE OF THIS REPORT

The 2022-2023 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 2022-2023 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 D-1 district with 379 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

Betsy Frerichs
Debie Schlake

Dana Dorn
Jared McKeerve

David Zimmerman
Jeff Argo

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.	15	Superintendent/Curriculum Director
Gerald Rempe	M.A.	38	PK-6 Principal/Athletic Director
Jeff Murphy	M.A.	22	7-12 Principal

ELEMENTARY SCHOOL STAFF

Faculty Members	Education Level	Years Experience	Position
Jonna Adams	M.A.	22	Second Grade Teacher
Jolene Bartels	M.A.	35	Fifth Grade Teacher
Chaysen Bednar	B.A.	4	Sixth Grade Teacher
Kylie Betten	B.A.	8	First Grade Teacher
Shannon Burges	B.A.	17	Fourth Grade Teacher
Rhonda Epp	M.A.	28	Third Grade Teacher
Stacy Fossler	M.A.	11	Special Education Teacher
Chelesy Fralin	M.A.	9	K-12 Media Specialist
Amanda Freese	B.A.	5	Preschool Teacher
Malinda Hock	M.A.	8	Special Education Teacher
Kane Hookstra	M.A.	27	Fourth Grade Teacher
Greg Iverson	M.A.	11	Sixth Grade Teacher
Taylor Landenberger	M.A.	5	Kindergarten Teacher
Anna Manley	M.A.	10	Preschool Teacher
Kimberly Milius	B.A.	6	First Grade Teacher
Jared Remmers	B.A.	12	Sixth Grade Teacher
Samantha Rzekonski	B.A.	1	Kindergarten Teacher
Lynn Sabey	M.A.	12	Second Grade Teacher
Mary Jane Spence	B.A.	45	Third Grade Teacher
Stephanie Ware	M.A.	23	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
LA Adams	B.A.	1	Physical Education/Health Teacher
Deb Bachmann-Clasen	B.A.	23	English Teacher
Valerie Barnhart	M.A.	27	English Teacher
Hanah Baumgartner	B.A.	2	Social Science Teacher
Dominique Clay	B.A.	13	Spanish Teacher
Jeremy Doose	B.A.	2	Social Science Teacher
Cathy Hayden	B.A.	33	Sixth Grade Teacher
Josie Hulse	B.A.	1	K-12 Art Teacher
Preston Jurgens	B.A.	3	Mathematics Teacher
Heather McKinney	M.A.	27	Special Education Teacher
Brady Meyer	B.A.	4	Agriculture/Industrial Tech Teacher
Shannon Mick	M.A.	18	Mathematics Teacher
Gavin Nielson	M.A.	4	K-12 Instrumental Music Teacher
Jamie Schluter	M.A.	9	Business Teacher
Nicole Stevens	B.A.	1	K-12 Vocal Music Teacher
Shelby Thernes	M.A.	5	Special Education Teacher
Pam Trauernicht	M.A.	24	7-12 School counselor
Jeffery Tunink	B.A.	13	Science Teacher
Beth Willet	B.A.	43	K-12 PE 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	\$52,981	\$58,923
Average Years of Teaching Experience	16	14
Percent of Teachers with Master's Degrees	45%	58%

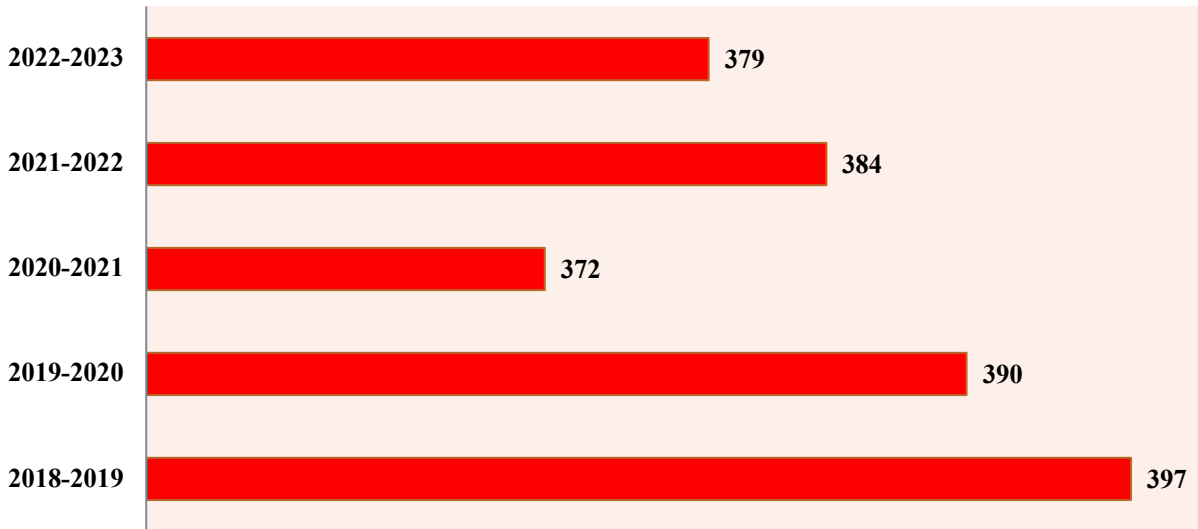
CLASSIFIED STAFF

Faculty Members	Position
Dyan Allington	School Nurse
Dona Bartels	Paraprofessional
Dee Bednar	PK-6 Community Counselor
Jessica Cooper	Paraprofessional
Bonnie Creek	Bus Driver/ Paraprofessional
Susan Davis	Food Service Provider
Roger Dorn	Custodian
John Eisenhower	Head of Maintenance
Wendy Garrels	Paraprofessional
Jeanne Hardin	Food Service Provider
Dave Kaster	Assistant Head of Maintenance
Karen Maguire	Secretary
Cody McKinney	Custodian
Kim McMurray	Head Food Service Provider
Shelby McMurray	Food Service Provider
Jodi Meints	Paraprofessional
Tammy Meints	Custodian
Lori Moniz-Trisler	Paraprofessional
Patty Novotny	Preschool Paraprofessional
Naomi Pharr	Assistant Head Food Service Provider
Lavone Rabstajnek	Paraprofessional
Dawn Rakes	Secretary
Devin Riggs	Bus Driver
Ginger Riggs	Paraprofessional
Cody Sabey	Technology Coordinator
Darcie Schmidt	Paraprofessional
Taylor Schmidt	Bookkeeper
Angela Spencer	Paraprofessional
Audrey Whitwer	Data Steward
Steve Whitwer	Bus Driver
JoAnn Wieden	Food Service Provider

ENROLLMENT FIGURES

Compiled on October 1 (2022)			
Grade	Female	Male	Total
PK	20	14	34
K	13	12	25
1	8	9	17
2	11	22	33
3	13	10	23
4	12	16	28
5	11	10	21
6	10	17	27
Elementary School	98	110	208
7	12	9	21
8	16	12	28
9	14	14	28
10	14	19	33
11	11	17	28
12	17	16	33
Jr./Sr. High School	84	87	171
District	182	197	379

5-YEAR ENROLLMENT FIGURES (PK-12)



SOUTHERN PUBLIC SCHOOLS DEMOGRAPHICS
2022-2023 Academic Year

Student Characteristics	Southern Public Schools		State
Attendance Rate	92%		93%
Dropout Rate	2%		1%
English Learners (EL)	N/A		8%
Free/Reduced Priced Meals	68%		50%
Graduation Rate (4-Year Cohort)	90%		87%
High Ability Learners	31%		13%
Highly Mobile Rate	7%		4%
Special Education	22%		16%
Race/Ethnicity	American Indian/Alaskan Native:	1%	1%
	Asian:	0%	3%
	Black/African American:	2%	7%
	Hawaiian/Other Pacific Islander:	0%	1%
	Hispanic:	2%	19%
	Two or More Races:	6%	4%
	White:	89%	65%

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 COMPARIION

School Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Option In Students	5	18	14	10	10
Option Out Students	46	42	42	38	-47
Net Option	-41	-24	-28	-28	-38

AMERICAN COLLEGE TESTING (ACT)
Longitudinal ACT Data

		2019	2020	2021	2022	2023
<i>English</i>	District	20.5	*	17.9	17.5	15.2
<i>Mathematics</i>	District	18.6	*	18.2	17.8	16.4
<i>Reading</i>	District	20.3	*	18.4	18.0	15.6
<i>Science</i>	District	20.1	*	18.4	19.3	16.6
<i>Composite</i>	District	19.9	*	18.3	18.2	16.0

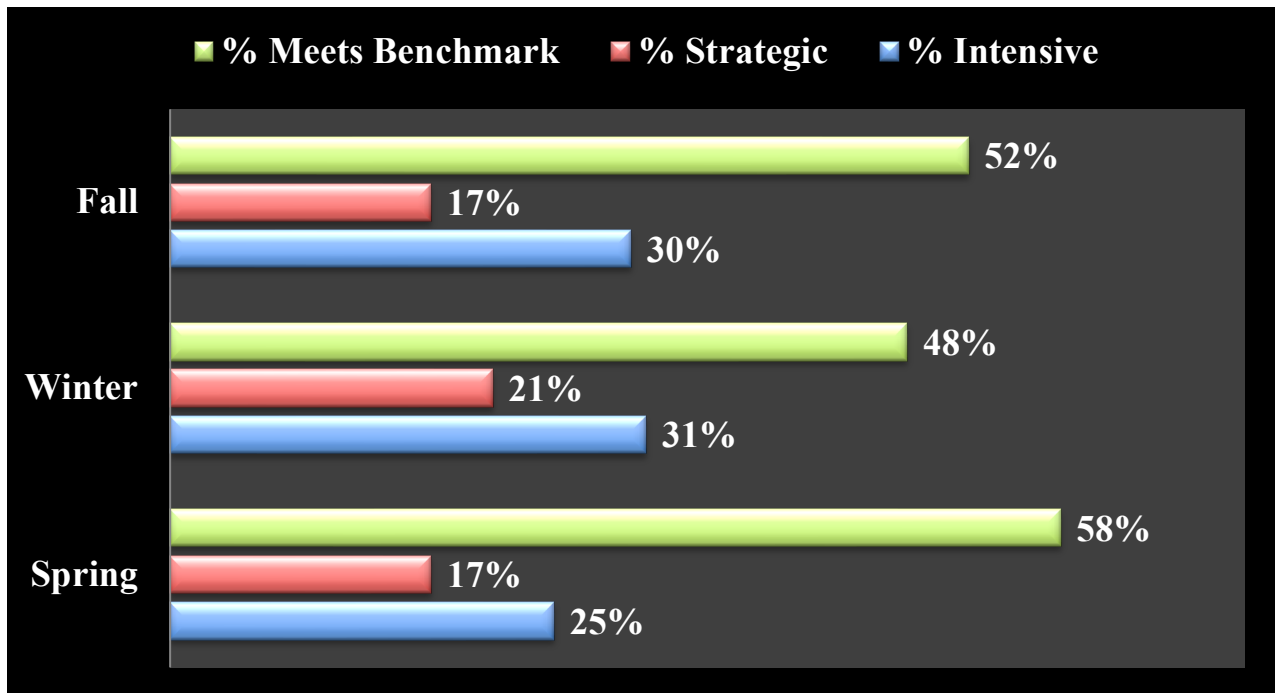
***Please Note:** Due to the COVID-19 pandemic, the ACT was not administered in the spring of 2020.

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	Intensive (Well Below Benchmark)	Strategic (Below Benchmark)	Meets Benchmark (At Grade Level)
<i>Fall 2022</i>	175	30%	17%	53%
<i>Winter 2022</i>	173	31%	21%	48%
<i>Spring 2023</i>	173	25%	17%	58%

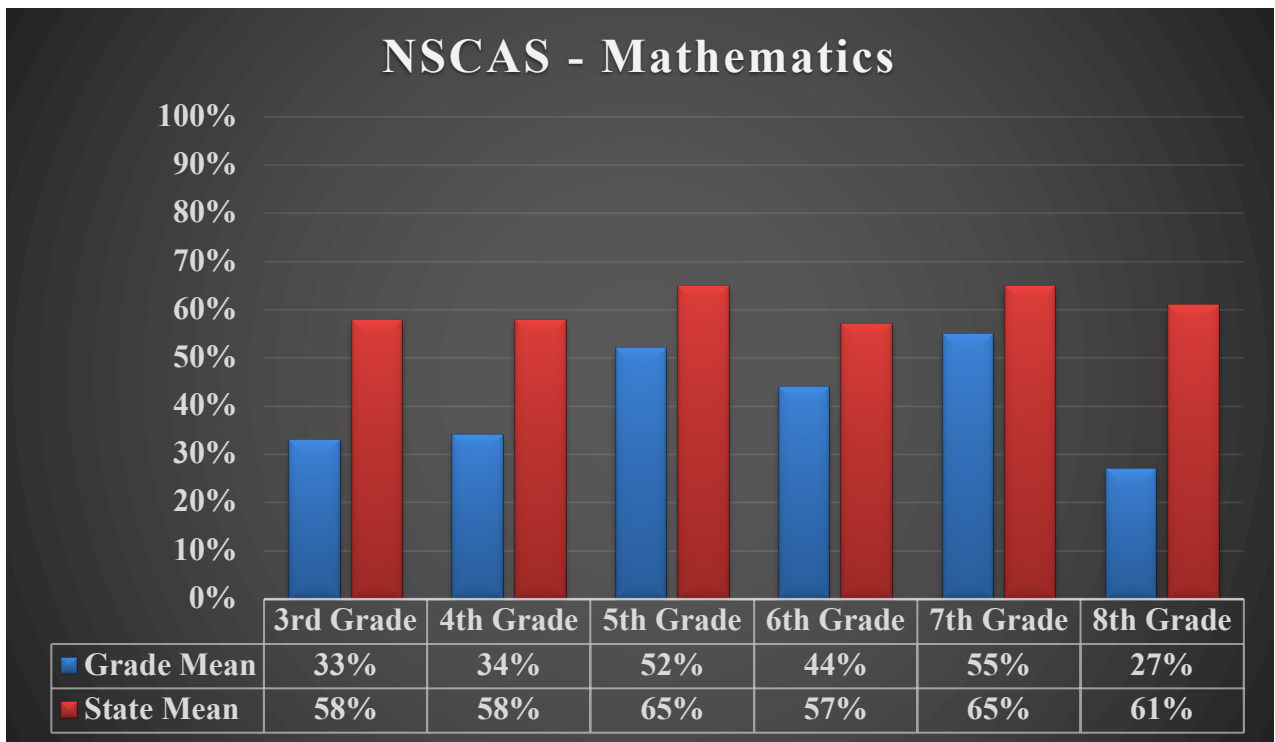
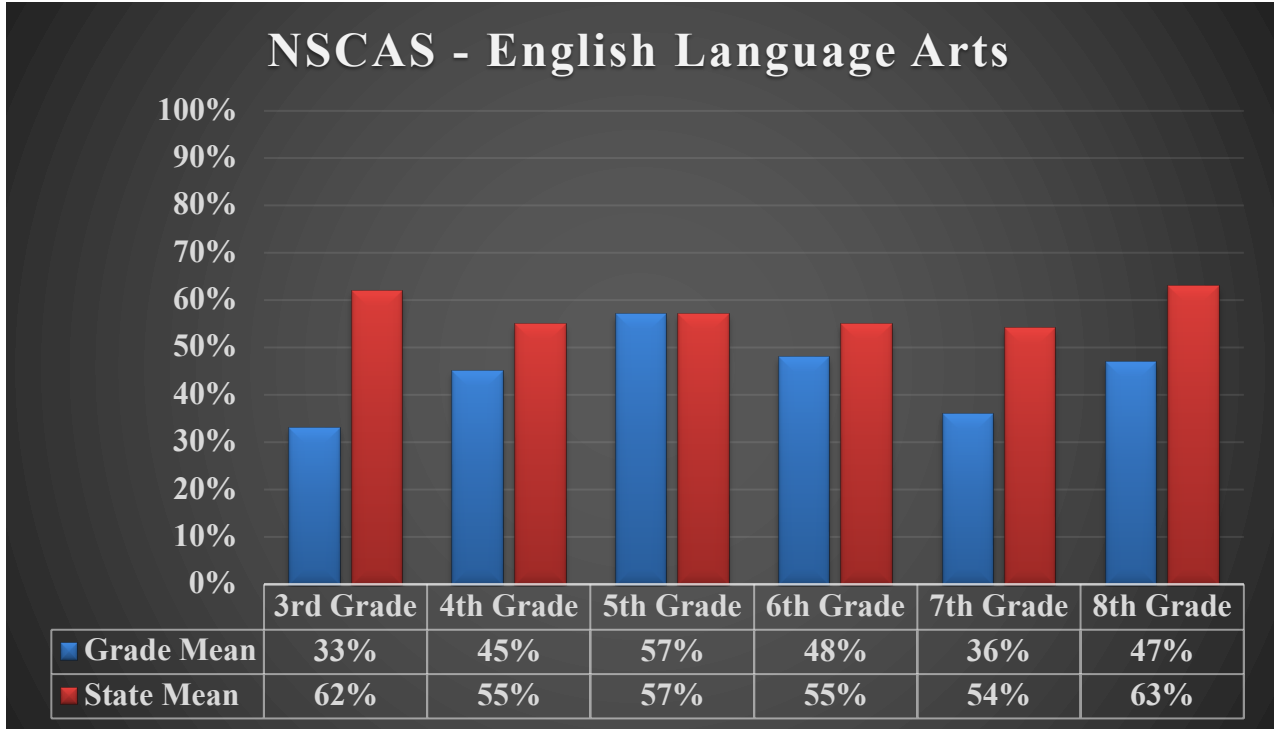


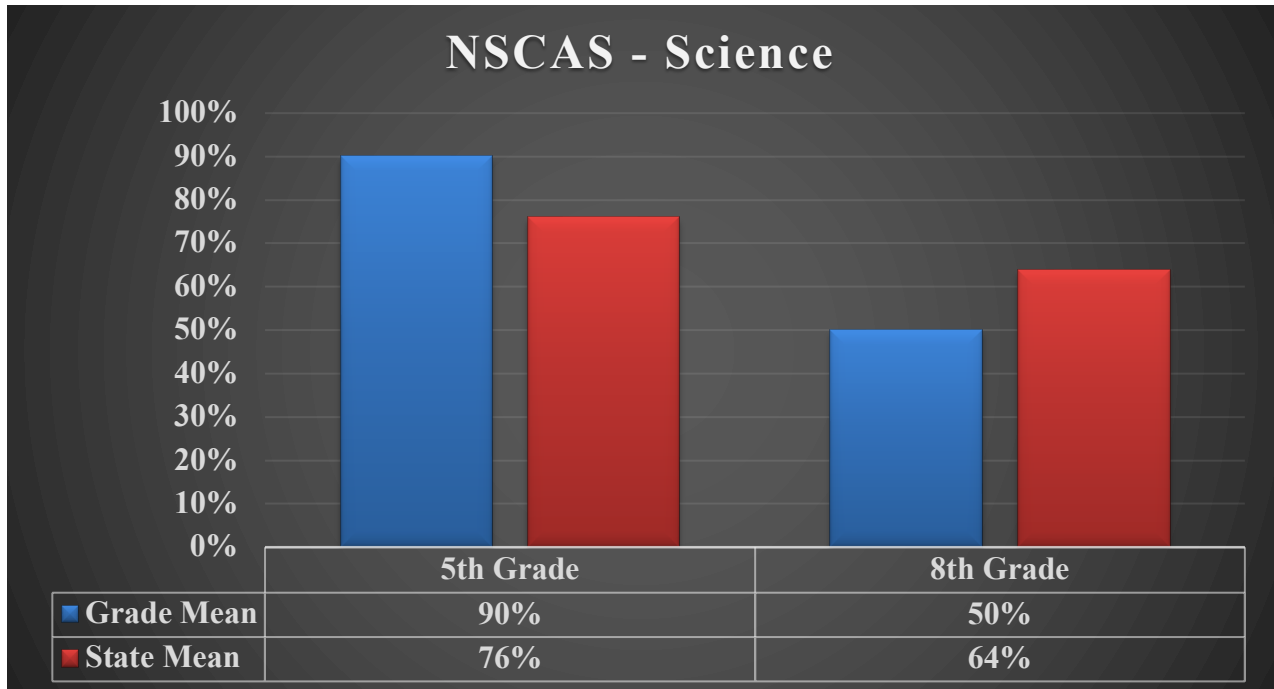
NEBRASKA STUDENT-CENTERED ASSESSMENT SYSTEM (NSCAS)

The Nebraska Student-Centered Assessment System (NSCAS) is a new statewide assessment system that embodies Nebraska’s holistic view of students and helps them prepare for success in postsecondary education, career, and civic life. It uses multiple measures throughout a school year to provide educators with the insights they need to support student learning. The following table is a breakdown of the NSCAS assessments administered at each grade level.

NSCAS Assessment	Subject	Grades Administered
NSCAS–ELA	English Language Arts	3-8
NSCAS–M	Mathematics	3-8
NSCAS–S	Science	5 & 8

NEBRASKA STUDENT-CENTERED ASSESSMENT SYSTEM (NSCAS)
Percent Proficient By Grade/Subject Area
Spring 2023 Assessments





Please Note: A blank score 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.

NEBRASKA STUDENT-CENTERED ASSESSMENT SYSTEM (NSCAS) **Combined Results for all Grades Tested** **Percent Proficient**

<i>Data Years</i>	English Language Arts	Mathematics	Science
2022-2023	45%	40%	65%
2021-2022	30%	25%	57%
2020-2021	34%	24%	
2018-2019	30%	35%	

2022-2023 BUDGET INFORMATION

Southern Public Schools continues to operate a fiscally responsible budget with very little state aid. Over the past five years, Southern has not raised its mill levy, Southern has only increased its property tax request by \$8,120 or by (0.001%), and Southern’s valuation has only increased by around \$750,000 dollars or by (0.001%). Southern continues to have one of the lowest cost per pupil (student) in the Pioneer Conference and amongst school districts 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

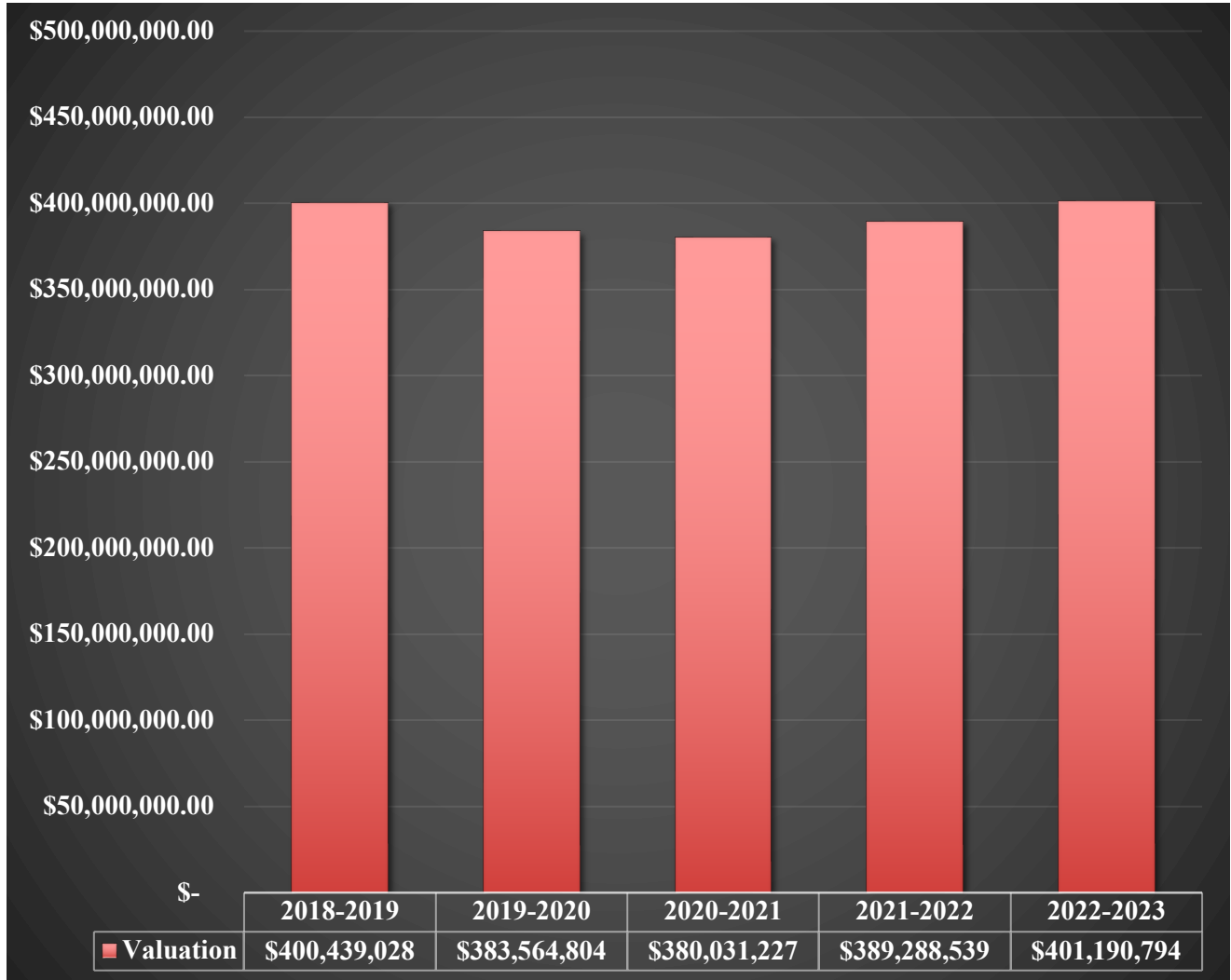
<i>Tax Year</i>	Total Mill Levy	Home Value	Taxes Paid (Per Month)	Taxes Paid (Per Year)
<i>2018</i>	1.0800	\$100,000	\$90	\$1,080
		\$200,000	\$180	\$2,160
		\$300,000	\$270	\$3,240
<i>2019</i>	1.0800	\$100,000	\$90	\$1,080
		\$200,000	\$180	\$2,160
		\$300,000	\$270	\$3,240
<i>2020</i>	1.0800	\$100,000	\$90	\$1,080
		\$200,000	\$180	\$2,160
		\$300,000	\$270	\$3,240
<i>2021</i>	1.0800	\$100,000	\$90	\$1,080
		\$200,000	\$180	\$2,160
		\$300,000	\$270	\$3,240
<i>2022</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 (2021-2022)

<i>District</i>	Rank (244 Districts Total)	Per Pupil Spending (ADM)
<i>Johnson-Brock</i>	44	\$14,855
<i>Sterling</i>	93	\$18,296
<i>Southern</i>	102	\$18,760
<i>Tri County</i>	104	\$18,801
<i>Pawnee City</i>	117	\$19,475
<i>Friend</i>	158	\$21,421
<i>Diller-Odell</i>	181	\$23,048
<i>Lewiston</i>	189	\$23,048
<i>HTRS</i>	231	\$30,500
<i>FCSH</i>	N/A	N/A
<i>NCL</i>	N/A	N/A

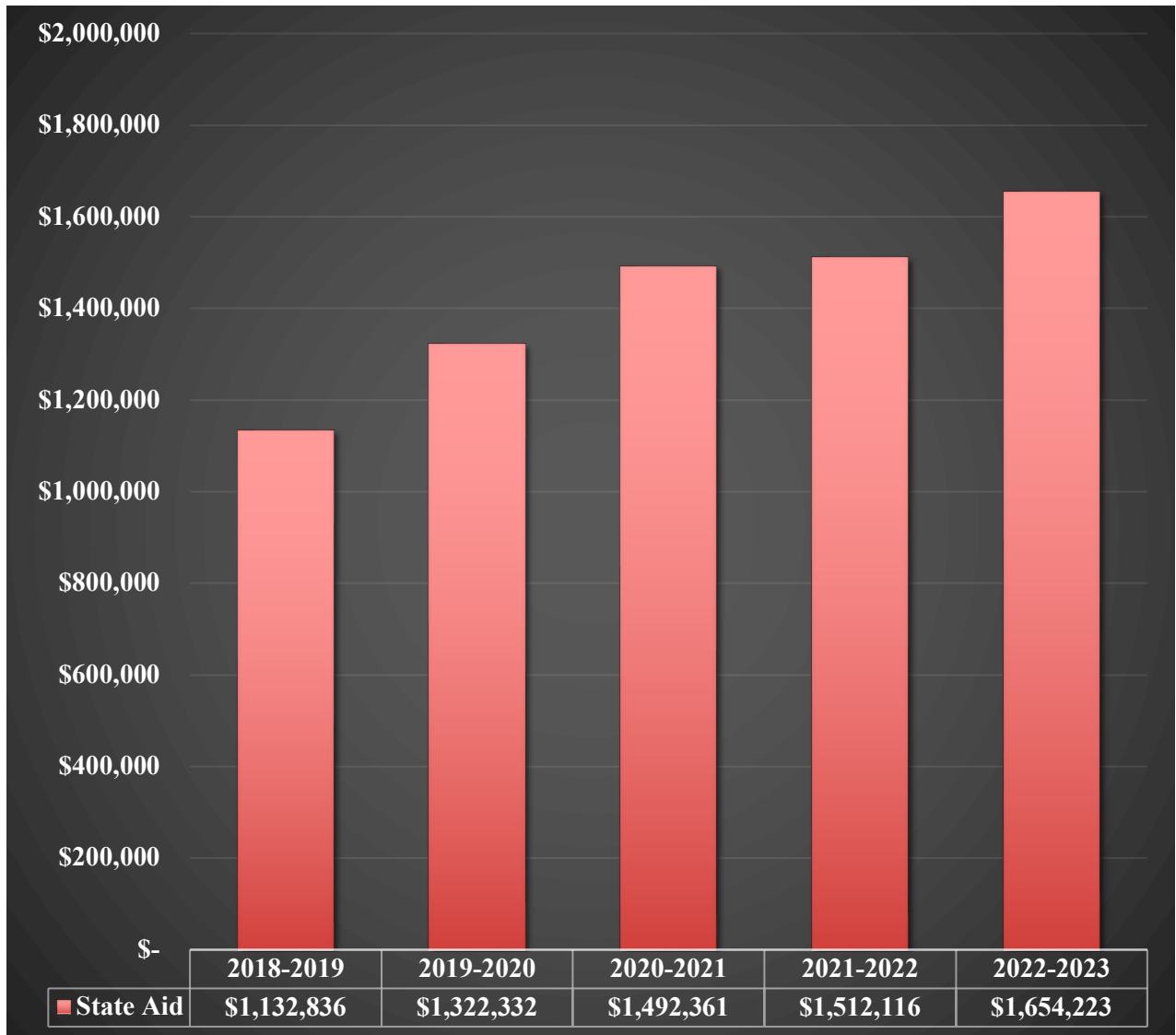
Please Note: The 2021-2022 cost per pupil by average daily membership is not available at this time.

5-YEAR VALUATION COMPARISON



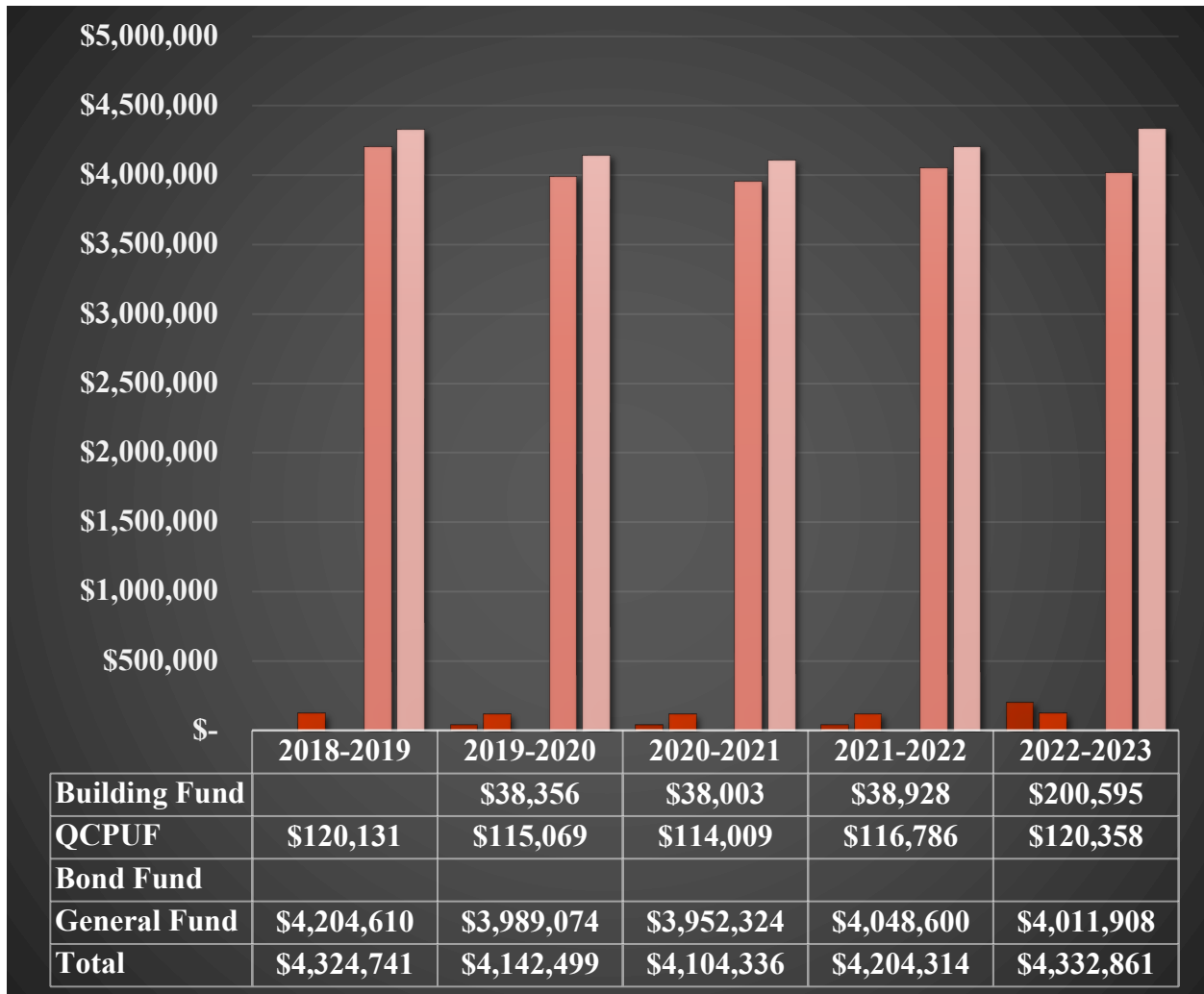
<i>Tax Year</i>	Gage County Valuation	% Change (Prior Year)	Pawnee County Valuation	% Change (Prior Year)	Overall Valuation	% Change (Prior Year)	\$ Change (Prior Year)
2018	\$399,062,663	0.00%	\$1,376,365	(4.84%)	\$400,439,028	0.00%	\$1,345,781
2019	\$382,188,694	(4.23%)	\$1,376,110	(0.00%)	\$383,564,804	(4.21%)	(\$16,874,224)
2020	\$378,656,597	(.92%)	\$1,374,630	(0.11%)	\$380,031,227	(0.92%)	(\$3,533,577)
2021	\$387,897,024	2.44%	\$1,391,515	1.23%	\$389,288,539	2.43%	\$9,257,312
2022	\$399,748,194	3.05%	\$1,442,600	3.67%	\$401,190,794	3.05%	\$11,902,255

5-YEAR STATE AID COMPARISON



<i>School Year</i>	State Aid (Allotment)	% Change (Prior Year)	\$ Change (Prior Year)
<i>2018-2019</i>	\$1,132,836	48.01%	\$367,462
<i>2018-2019</i>	\$1,322,332	16.72%	\$189,496
<i>2020-2021</i>	\$1,492,361	12.85%	\$170,029
<i>2021-2022</i>	\$1,512,116	1.31%	\$19,755
<i>2022-2023</i>	\$1,654,223	9.40%	\$142,107

5-YEAR PROPERTY TAX REQUEST COMPARISON



Tax Year	Local Property Tax Request	% Change (Prior Year)	\$ Change (Prior Year)
2018-2019	\$4,324,741	(1.05%)	(\$45,702)
2019-2020	\$4,142,499	(4.39%)	(\$182,242)
2020-2021	\$4,104,336	(0.93%)	(\$38,163)
2021-2022	\$4,204,314	2.43%	\$99,978
2022-2023	\$4,332,861	3.05%	\$128,547

Please feel free to contact me with any questions that you might have regarding the 2022-2023 Annual Report.

Dr. Christopher Prososki
Superintendent

2024 Legislative Session*

Sun	Mon	Tues	Wed	Thur	Fri	Sat
January						
	1	2	3	4	5	6
			DAY 1	DAY 2	DAY 3	
7	8	9	10	11	12	13
	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8	
14	15	16	17	18	19	20
	HOLIDAY	DAY 9	DAY 10	DAY 11	DAY 12	
21	22	23	24	25	26	27
	DAY 13	DAY 14	DAY 15	DAY 16	DAY 17	
28	29	30	31			
	RECESS	DAY 18	DAY 19			

Sun	Mon	Tues	Wed	Thur	Fri	Sat
February						
				1	2	3
				DAY 20	DAY 21	
4	5	6	7	8	9	10
	DAY 22	DAY 23	DAY 24	DAY 25	RECESS	
11	12	13	14	15	16	17
	DAY 26	DAY 27	DAY 28	DAY 29	RECESS	
18	19	20	21	22	23	24
	HOLIDAY	DAY 30	DAY 31	DAY 32	DAY 33	
25	26	27	28	29		
	RECESS	DAY 34	DAY 35	DAY 36		

Sun	Mon	Tues	Wed	Thur	Fri	Sat
March						
					1	2
					RECESS	
3	4	5	6	7	8	9
	DAY 37	DAY 38	DAY 39	DAY 40	RECESS	
10	11	12	13	14	15	16
	RECESS	DAY 41	DAY 42	DAY 43	DAY 44	
17	18	19	20	21	22	23
	DAY 45	DAY 46	DAY 47	DAY 48	RECESS	
24	25	26	27	28	29	30
	DAY 49	DAY 50	DAY 51	DAY 52	RECESS	
31						

Sun	Mon	Tues	Wed	Thur	Fri	Sat
April						
	1	2	3	4	5	6
	RECESS	DAY 53	DAY 54	DAY 55	DAY 56	
7	8	9	10	11	12	13
	RECESS	DAY 57	DAY 58	DAY 59	RECESS	
14	15	16	17	18	19	20
	RECESS	RECESS	RECESS	DAY 60		
21	22	23	24	25	26	27
28	29	30				

Federal & State Holidays

January 15 – Martin Luther King Jr. Day
 February 19 – Presidents' Day

Legislative Recess Days

January 29
 February 9, 16, 26
 March 1, 8, 11, 22, 29
 April 1, 8, 12, 15, 16, 17

*The Speaker reserves the right to revise the session calendar.

2024 Legislature: Fiscal policy overview

Dr. Rebecca Firestone

NCSA

November 29, 2023



About OpenSky

Mission

Improve opportunities for every Nebraskan by providing impartial and precise research, analysis, education and leadership

Vision

A most trusted resource for identifying, analyzing, and communicating fiscal policy-improving opportunities for all Nebraskans

Today's Agenda

- **Fiscal overview entering 2024**
- **Education Future Fund/TEEOSA updates**
- **Consumption tax**



2024 Legislative Session

Going into 2024 with...

- **Below average (projected) revenue growth: 4.8% vs. 5.3%**
- **Below average spending growth: 2.1% vs. 3.4%**
- **\$860 million in cash reserve**
- **\$380 million “available for floor” in 2024**
 - **Reluctance to spend; needed to pay for future tax cuts**
 - **Structural deficits projected in FY26 & FY27**



And tax cuts are ramping up

- **Cuts enacted 2020, 2021, 2022 & 2023 all phasing in**
 - **Individual income top rate reducing (6.64% to 5.84% in 2024)**
 - **Corporate income top rate reducing (7.25% to 5.84% in 2024)**
 - **Property tax relief increasing, FY25:**
 - **Property tax credit: \$395 million**
 - **Income tax credit: \$561 million + valuation growth**
 - **Community college future fund: \$247 million**

A close-up, slightly blurred background of several US dollar bills. The focus is on the texture and details of the currency, including the portrait of a man on a bill and various serial numbers and text like 'FEDERAL RESERVE NOTE' and 'SERIES 1996'.

State Budget

School Finance

Education Future Fund

- **Special education funding**
 - **LB 583 estimate \$28 million below actual for FY24**
 - **General Fund increase: \$15 million**
 - **Education Future Fund increase: \$13 million**

EDUCATION FUTURE FUND DISTRIBUTIONS

Bill #		FY23-24	FY24-25	FY25-26	FY26-27
LB 818	Transfers In:	1,000,000,000	250,000,000	250,000,000	250,000,000
	Appropriations:				
LB 705	Extraordinary Increases in Special Education	2,500,000	2,500,000	2,500,000	2,500,000
LB 705	Nebraska Teacher Apprenticeship Program	1,000,000	1,000,000	1,000,000	1,000,000
LB 705	Nebraska Teacher Recruitment & Retention Act	5,000,000	5,000,000	5,000,000	5,000,000
LB 583	Special Education - 80%	199,041,052	206,007,489	213,217,751	220,680,372
LB 583	24% of Foundation Aid	112,353,248	113,145,292	113,998,046	114,915,590
LB 814	Increase Career & Technical Education	5,316,000	5,316,000	5,316,000	5,316,000
	Total Appropriations:	325,210,300	332,968,781	341,031,797	349,411,962
	Remaining in Fund:	674,789,700	591,820,919	500,789,122	401,377,160

TEEOSA

- **State General Funds decreasing over next few years**
- **Valuation increased in 2023 by 11.4%**



TEEOSA – Sine Die 2023	All Funds Cert. FY2023-24	All Funds FY2024-25	All Funds FY2025-26	All Funds FY2026-27
State General Funds	1,030,209,169	944,862,755	958,412,418	980,895,255
Education Future Fund	112,353,248	113,145,292	113,998,046	114,915,590
Insurance Premium Tax (w/o Deficit)	37,500,000	38,000,000	38,000,000	38,000,000
Total TEEOSA Aid	1,180,062,417	1,096,008,047	1,110,410,464	1,133,810,845
80% SPED Reimbursement - EFF	199,041,052	206,007,489	213,217,751	220,680,372

TEEOSA – November 2023 Joint Meeting	All Funds Cert. FY2023-24	All Funds FY2024-25	All Funds FY2025-26	All Funds FY2026-27
State General Funds	1,028,075,516	916,000,000	899,895,614	918,978,211
Education Future Fund	112,353,247	113,000,000	113,998,045	114,915,590
Insurance Premium Tax (w/o Deficit)	39,616,070	41,000,000	42,500,000	45,000,000
Total TEEOSA Aid	1,180,044,833	1,070,000,000	1,056,393,659	1,078,893,801
80% SPED Reimbursement - EFF	199,041,052	206,007,489	213,217,751	220,680,372
Difference in General Funds from Sine Die 2023	(2,133,653)	(28,862,755)	(58,516,804)	(61,917,044)

*This table does not reflect the changes in the special education reimbursement discussed in the previous section.

A close-up, slightly blurred background of several US dollar bills. The bills are overlapping, with a focus on the \$100 bill in the center. The portrait of Benjamin Franklin is visible on the left side of the \$100 bill. The text 'AD 2590' and '04' is visible on the top left of the \$100 bill. The text 'SERIES 1996' is visible on the left edge of the \$100 bill. The text 'FRANKLIN' is visible on the bottom left of the \$100 bill. The text 'TREASURY OF THE UNITED STATES' is visible on the bottom right of the \$100 bill. The text 'FEDERAL RESERVE NOTE' is visible on the top right of the \$100 bill. The text 'ONE HUNDRED DOLLARS' is visible on the right side of the \$100 bill. The text 'ONE HUNDRED DOLLARS' is visible on the right side of the \$20 bill. The text 'TWENTY DOLLARS' is visible on the right side of the \$20 bill. The text 'FEDERAL RESERVE NOTE' is visible on the top right of the \$20 bill. The text 'SERIES 1996' is visible on the left edge of the \$20 bill. The text 'FRANKLIN' is visible on the bottom left of the \$20 bill. The text 'TREASURY OF THE UNITED STATES' is visible on the bottom right of the \$20 bill. The text 'ONE HUNDRED DOLLARS' is visible on the right side of the \$20 bill. The text 'ONE HUNDRED DOLLARS' is visible on the right side of the \$5 bill. The text 'FIVE DOLLARS' is visible on the right side of the \$5 bill. The text 'FEDERAL RESERVE NOTE' is visible on the top right of the \$5 bill. The text 'SERIES 1996' is visible on the left edge of the \$5 bill. The text 'FRANKLIN' is visible on the bottom left of the \$5 bill. The text 'TREASURY OF THE UNITED STATES' is visible on the bottom right of the \$5 bill. The text 'ONE HUNDRED DOLLARS' is visible on the right side of the \$5 bill. The text 'ONE HUNDRED DOLLARS' is visible on the right side of the \$1 bill. The text 'ONE DOLLAR' is visible on the right side of the \$1 bill. The text 'FEDERAL RESERVE NOTE' is visible on the top right of the \$1 bill. The text 'SERIES 1996' is visible on the left edge of the \$1 bill. The text 'FRANKLIN' is visible on the bottom left of the \$1 bill. The text 'TREASURY OF THE UNITED STATES' is visible on the bottom right of the \$1 bill. The text 'ONE HUNDRED DOLLARS' is visible on the right side of the \$1 bill.

State Budget

Consumption Tax

EPIC Ballot initiative

- **Two petitions circulating now with paid and volunteer circulators**
- **Easy sell: “Don’t like paying property taxes? Sign here.”**
- **Potentially significant consequences to Nebraska and our economy**
 - **Revenue shortfalls without high rate**
 - **Major shift from current system and any other state**
 - **How are local governments funded?**

OpenSky modeling

- Initiative doesn't specify rate
- 2023 legislation: 7.5% rate
- OpenSky estimated rate to replace all state & local revenue: 22.1%
 - Analysis of proposal and Nebraska-specific consumption data
- At 7.5% rate, we estimate a \$7.4 billion shortfall

Modeling differences

- **EPIC generous with tax base estimates**
- **OpenSky accounts for goods and services not taxable**
 - **Includes those not feasibly taxable, preempted by federal law and exempted for business to avoid double taxation**
- **Dynamic modeling not advantageous; too many assumptions and inappropriate for forecasting and budgeting**
 - **Doesn't drive substantive differences; base assumptions do**

BHI tax base assumed 138% larger

	BHI (Dynamic Modeling)	OpenSky/ITEP	BHI as a Percent of OpenSky/ITEP
Nebraska Tax Base (2023)	\$124 billion	\$52 billion	138%
Cost of Taxes to be Replaced	\$10.9 billion	\$11.5 billion	(5%)
Calculated Statewide Sales Tax Rate Without Prebate	7.4%*	22.1%**	(67%)

WWW.OPENSKYPOLICY.ORG

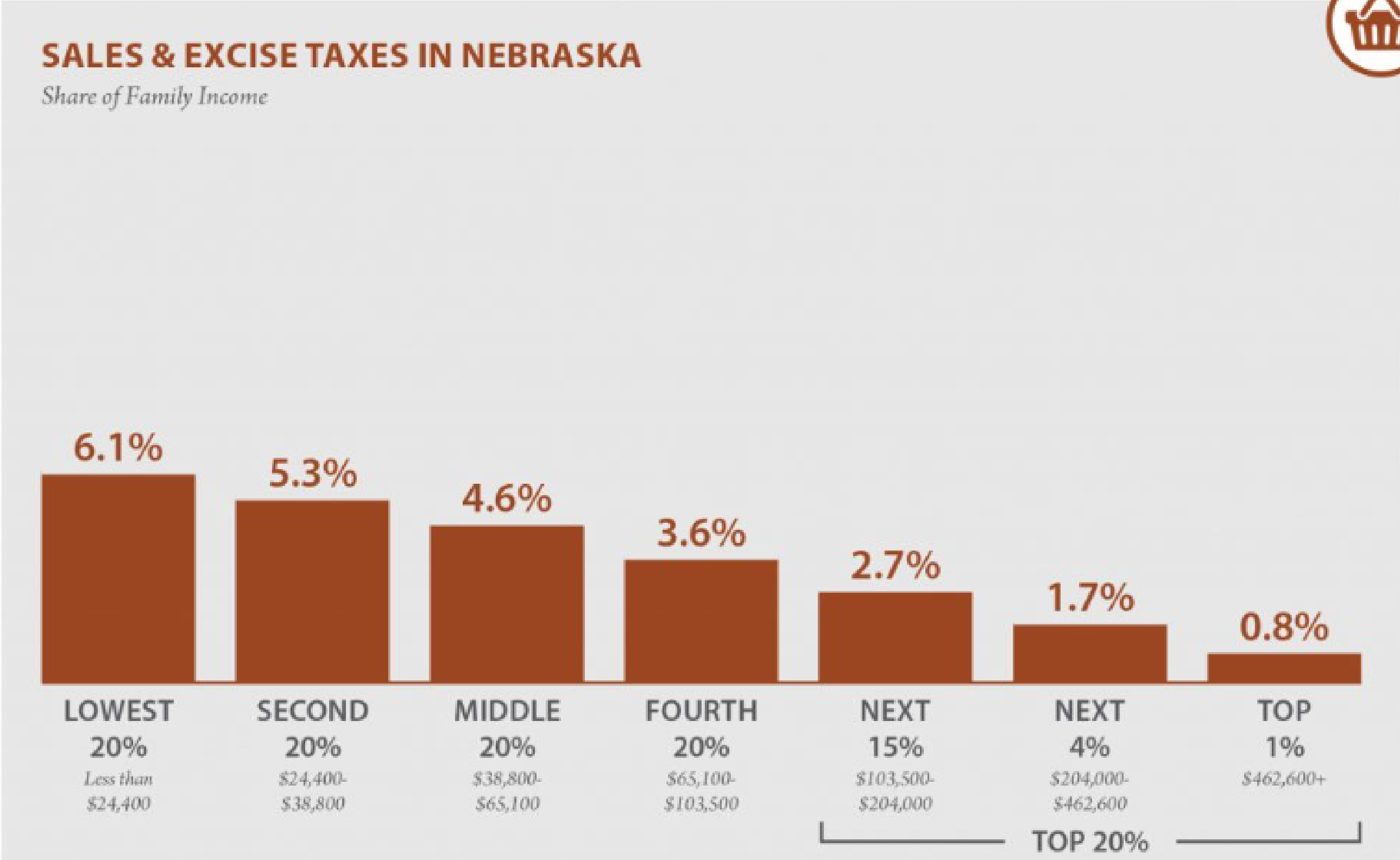
Economic effects for businesses

- **Theoretically excludes business to business transactions**
 - **Considered good policy, eliminates pyramiding**
 - **However, petition lacks detail; troubling uncertainty**
- **Businesses rely on a strong economy to operate successfully**
 - **Good schools, state investments in workforce, strong infrastructure**

Economic effects for families

- **Low- and middle-income Nebraskans already pay higher percentage of household income to sales taxes**
- **Would make state tax code more regressive**
- **Health care costs not subject to insurance would be taxable**
- **Proposal seeks simplification; so many unknowns makes this unclear**

Low-income families would be hit hardest



WWW.OPENSKYPOLICY.ORG

Economic effects for local governments

- **Petitions lack detail as to how local governments funded**
- **Previous bills give some indication of blueprint**
- **Process such that Legislature would decide these important issues with no guarantee that desired outcomes would occur**



Clear thinking for a stronger Nebraska

QUESTIONS?

**CONNECT
WITH US!**

rfirestone@openskypolicy.org 

(402) 438-0382 

1327 H Street, Suite 102
Lincoln, NE 68508 

www.openskypolicy.org 



**2023-2024 INSPECTION REPORT
SOUTHERN PUBLIC SCHOOLS
LOSS CONTROL CONSULTANT - DAN KEYSER**

Inspection Date: 11/10/2023

Staff Members Involved: Dr. Christopher Prosocki, Superintendent, Mr. John Eisenhauer, Head of Maintenance

BUILDINGS/FACILITIES: Junior/Senior High School

NOTES FROM ADMINISTRATIVE INTERVIEW

- ❖ The new ALICAP website was discussed, which included information on all insurance coverages and contact information, vehicle insurance cards, data for the school's auditors, etc. The website is also beneficial for the district's bookkeeper. Access to the website (www.alicap.org) is obtained by using the NASB's login information.
- ❖ Reasons for the increase in insurance premiums were discussed.
- ❖ The 24/7 Work Comp Claims Nurse's Line was reviewed. If any employee gets hurt at work, they (along with their supervisor) can call the nurse line for assistance. The number is 1-855-364-9865. If contact is made with the school nurse a claim number is set up, thus alleviating the district's staff of that responsibility. There is no cost to the district or employees.
- ❖ Work Comp Experience Modifier Ratings from the past 3 years: 23/24 - 0.77, 22/23 - 0.75, 21/22 - 0.73.
 - The goal is to be under 1.00, which the district has been under for the past three years!
 - Having an Experience Modifier Rating below 1.00 decreases the ALICAP insurance premium.
 - Number One Work Comp Claims is SLIPS/TRIPS/FALLS.
- ❖ Cyber Security & Ransomware Insurance Coverage
 - Your District is currently qualified.
 - **Questions/Concerns reach out to Daniel Shonka at daniel.shonka@prmne.com (402) 957-4150.**
- ❖ Homeland Security offers Cyber screenings, vulnerability assessments, and penetration testing for Schools, FOR FREE. Contact Nic Brand at Nicholas.brand@cisa.dhs.gov
- ❖ Technology is backed up off-site.
- ❖ Safe Schools Training Videos - 8 New Videos have been added, which include Suicide Training, Cyber Security, and Fishing Training.
 - The staff has viewed 70 training sessions in the past 12 months.
 - A SafeSchools booklet of training videos for viewing was given to the administration.
- ❖ Annual Safety Training Conducted:
 - Suicide, Dating Violence, Concussion Protocol, CPR, Epi-Pen, Asthma.
 - School Nurse assists with training.

- Dating Violence: Nebraska Education Law 79-2,141 (3) “To ensure notice of a school district’s dating violence policy, the policy shall be published in any school district handbook, manual, or similar publication that sets forth the comprehensive rules.” (4) “Each school district shall provide dating violence training to staff deemed appropriate by a school district’s administration.” 79-2, 141 “Each school district shall incorporate dating violence education that is age-appropriate into the school program. Dating violence education shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.”
- ❖ The District’s EOP (Emergency Operations Plan) has been approved by NDE.

ANONYMOUS REPORTING SYSTEM, “SAFE-2-HELP” 833-980-(SAFE) 7233, is the recommendation from NDE for all Nebraska School Districts.

- FREE Service Funded by the Legislature
 - Boys Town Partnership
 - 24/7 Help from a real person
 - Threat Assessment Team Training by NDE, 1.5 hours.
 - Behaviors Include but Not Limited to - School Threats, Bullying, Suicide Concerns, Crime, Domestic Violence, Abuse, Friends Mental or Physical Health.
 - The District is implementing the Safe-2-Help reporting system and has sent out information to district patrons about the system in the School’s Newsletter.
- ❖ **New Suicide Hotline # 988.**
- Below is the link for “Safe-2-Help” and Suicide Hotline posters.
 - <https://www.education.ne.gov/wp-content/uploads/2023/05/Safe2Help-988-911-Poster.pdf>
- ❖ The District has adopted the “Love You Guys” Standard Response Protocol (SRP) and conducts annual training. NDE supports and has guidance for SRP procedures.
- The District annually notifies parents about SRP in the August Newsletter.
- ❖ Rule 10 Safety Committee is an NDE requirement. Also, an annual review is to be conducted by someone outside the district. This committee is to meet annually and minutes are to be recorded. The focus of this committee is the “Safety & Security Plan” for responding to a crisis. Having Prevention and Preparedness for environmental events or acts of nature and Response and Recovery.
- The Rule 10 annual review has not yet been scheduled for 2023-24.
- ❖ LB 48-443 Labor Law Committee is also a requirement for school districts. This committee encompasses the safety of all staff member groups. The committee is to have representation from all departments, meet quarterly, and minutes are to be taken.
- The Rule 10 & Labor Law Committees meet and have documented minutes.
 - At the end of this report, there is more specific information about the requirements of Rule 10 and LB 757 Labor Committees.
- ❖ Job Descriptions have been completed by the district.
- ❖ SDS-The Safety Data Sheets are available.

- ❖ Accident Reports-Accident reports are filled out when an employee is injured.
- ❖ The district conducts the following required drills:
 - Fire Drills (monthly), Tornado Drills (start of school & March), Bus Evacuation (start of school & January).
 - A Lock-Down drill has been completed, an Evacuation drill has been conducted at the Elementary facility and the High School will be scheduling the drill.
- ❖ Local Law Enforcement and Fire Department tour the facilities periodically and have access to the district's facilities.
- ❖ The Title IX Coordinator is the High School Principal, and training has been completed.
- ❖ There was a discussion about student safety & liability for Work Study/Job Training and Labor Auctions the school may offer students.
- ❖ The District offers 7-12 student accident insurance.
- ❖ The District is using "Open Pass" for unlocking doors.

SCHOOL ENTRY

- ❖ The district recently committed to updating to a controlled entry system for both of their facilities! The Elementary entryway is completed and the High School facility entry system will be completed during the second semester.

WALKTHROUGH SUMMARY

COMMENDATIONS

- ❖ Overall the building was very clean.
- ❖ Staff members I met were friendly and courteous- A sign of a positive and 'Safe' learning environment.
- ❖ The facility has interior and exterior video surveillance.
- ❖ Fire extinguishers are checked monthly.
- ❖ Exit and emergency lighting is operable.
- ❖ AEDs are available.
- ❖ Exits and hallways are free of obstruction.
- ❖ The facility has a sprinkler system.
- ❖ Classroom doors have a visible window.
- ❖ The concession stand has a fire extinguisher and a clean popcorn popper.
- ❖ The shop is being installed with new welding booths and a ventilation system.
- ❖ The Science room is equipped with an eye-wash station, fire extinguisher, fire blanket, and chemicals are in a locked area.
- ❖ Mechanical rooms are locked.
- ❖ Dr. Prosocki does a great job receiving grants! An electric bus was recently purchased and ready for use.
- ❖ The Kitchen has an approved hood system, storage areas are properly organized, has a Class K fire extinguisher, and is free of trip hazards.
- ❖ The boiler room has current certification.
- ❖ The gymnasium basket cables are annually inspected and has operable emergency lighting.

RECOMMENDATIONS

- ❖ Have signage for main water & electrical shut-off connections, and train coaches & sponsors on the location and process.
- ❖ Hallway signage for Tornado Shelters.
- ❖ Signage for the Science room gas shut-off.
- ❖ Number the southwest exit door.
- ❖ Use a power brush to assist with snow/ice removal.

TRANSPORTATION FLEET:

- ❖ A bus was inspected and equipped with a first aid kit, body fluid clean-up kit, secured fire extinguisher, seat belt cutter, and emergency markers. Inspection sheets were also available and updated.
- ❖ Bus evacuation drills are required twice annually, with the suggested times of August and January.

CONTACTS & PROCEDURES FOR FACILITY CLAIMS or PERSONNEL ISSUES

- ❖ For facility claims contact Maurice Anderson at 402-955-9903.
- ❖ For personnel/Student accidents after hours contact Megan Boldt 402-450-1487.
- ❖ Inappropriate Relationships start journaling and contact Mandy Rady, Sedgwick Director of Claims mandy.rady@sedgwick.com (402) 963-2843.
- ❖ Any social media communication between staff and students must be done through approved apps overseen by the School District and not staff texting individual students.

REMINDERS

- ❖ **Nebraska Department of Education Rule 10** one of the requirements includes that the school district has a safety committee composed of representatives of the faculty, parents, and community. The committee meets at least once a year and keeps accurate documentation of the meeting(s). The school district shall bring in an outside person to conduct an annual safety review and write a report and submit the written report to the superintendent.
- ❖ The other requirement is found in Nebraska law LB-757. The school district is an employer, and as such, all state and federal worker safety laws apply to your school district. The law requires that you have a safety committee that meets quarterly and documents these meetings (keep the records for at least three years). The composition of the safety committee includes representatives from all departments (teachers, maintenance/custodial, secretarial, kitchen, transportation, and paras).

Contact Reminders (below information is also included on the ALICAP website)

Sexual Harassment - Michelle Bock 402-963-2813

Ransomware Contact - Shari Shonka 402-884-3751 extension 1

Workmen's Compensation - Jennifer Cheever 402-963-2804

Auto, Property, Liability - Sarah Loftus 402-963-2861

Nurse 24/7 Hotline for Workers' Compensation Injuries- 855-364-9865

Any Questions - Megan Boldt 402-423-4951

“In a time of crisis do not expect your staff to rise to the occasion, rather they will sink to their level of training.” Anonymous Navy seal.

DISCLAIMER

Because it is solely your responsibility to make safety and health inspections and take whatever actions may be necessary to prevent losses, enforce safety procedures, detect and eliminate hazardous conditions and comply with any federal, state, or local law, annual NDE Rule 10 review or any other rule or regulation concerning safety or health, we must advise you that by conduction of surveys and issuing recommendations or reports, ALICAP does not undertake to render services or assume a duty to you or for your benefit or to any third person or for that person's benefit. ALICAP's surveys, recommendations, and reports are made solely for the purpose of aiding us in reducing our losses and are not intended to detect or point out all the hazardous conditions on your property or in your operations. There may be hazardous conditions on your property or in your operations that have not been either detected or pointed out to you. You must not rely solely on ALICAP's surveys, recommendations, or reports to discover any hazardous conditions as it is your responsibility to do so.

Dan Keyser
ALICAP Loss Control Consultant
dankeyser7@gmail.com
308-340-4859

Southern Public Schools

2024-2025 District Calendar

July—2024

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
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28	29	30	31			

August—2024

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25	26	27	28	29	30	31

September—2024

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October—2024

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November—2024

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December—2024

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

August—2024

- 12 Teacher In-Service (No School)
At Beatrice Public Schools
- 19-21 Teacher In-Service (No School)
- 22 First Day of Classes

September—2024

- 2 Labor Day (No School)

October—2024

- 3 Early Dismissal (1:20/1:30 p.m.)
Parent Teacher Conferences
(3:00 p.m. – 8:00 p.m.)
- 4 Fall Break (No School)
- 11 End of First Quarter (35 Days)
- 14 Teacher In-Service (No School)
- 15 Second Quarter Begins

November—2024

- 1 Teacher In-Service (No School)
- 3 Standard Time Begins
- 27-29 Thanksgiving Break (No School)

December—2024

- 20 Early Dismissal (1:20/1:30 p.m.)
End of Second Quarter (45Days)
- 21-31 Winter Break (No School)

January—2025

- 1-5 Winter Break (No School)
- 6 Teacher In-Service (No School)
- 7 First Day of Third Quarter

February—2025

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

March—2025

- 7 Spring Break (No School)
- 9 Daylight Savings Begins
- 13 End of Third Quarter (46 Days)
- 14 Spring Break (No School)
- 17 Fourth Quarter Begins

April—2025

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

May—2025

- 9 Last Day for Seniors
- 17 Graduation (5:00 p.m.)
- 23 Early Dismissal (1:20/1:30 p.m.)
End of Fourth Quarter (48 Days)

January—2025

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February—2025

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March—2025

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April—2025

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May—2025

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June—2025

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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**

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

2024-2025 Preschool Calendar

July—2024

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7	8	9	10	11	12	13
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August—2024

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September—2024

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October—2024

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November—2024

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December—2024

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22	23	24	25	26	27	28
29	30	31				

August—2024

- 12 Teacher In-Service (No School)
At Beatrice Public Schools
- 19-21 Teacher In-Service (No School)
- 22 First Day of Classes

September—2024

- 2 Labor Day (No School)

October—2024

- 3 Early Dismissal (1:20/1:30 p.m.)
Parent Teacher Conferences
(3:00 p.m. – 8:00 p.m.)
- 10 End of First Quarter (29 Days)
- 14 Teacher In-Service (No School)
- 15 Second Quarter Begins

November—2024

- 3 Standard Time Begins
- 27-29 Thanksgiving Break (No School)

December—2024

- 19 End of Second Quarter (37Days)
- 21-31 Winter Break (No School)

January—2025

- 1-5 Winter Break (No School)
- 6 Teacher In-Service (No School)
- 7 First Day of Third Quarter

February—2025

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

March—2025

- 9 Daylight Savings Begins
- 13 End of Third Quarter (40 Days)
- 17 Fourth Quarter Begins

April—2025

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

May—2025

- 22 End of Fourth Quarter (39 Days)

January—2025

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February—2025

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March—2025

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April—2025

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May—2025

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June—2025

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					

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**

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

3055 School Resource Officers

The school district must have in effect a memorandum of understanding (MOU) with any law enforcement agency or any security agency prior to using the services of a school resource officer (SRO) or security guard. The MOU shall comply with all state law requirements.

Employer. The SRO or security guard are employees of the law enforcement agency or security agency.

Required Training. Each SRO and security guard and at least one administrator in each elementary or secondary school where an SRO or security guard is assigned must attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

Prosecution Referral Records. The district must create and maintain records on each student referral for prosecution from an SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event. The records must allow for analysis of related data and must include the reason for the referral and the federally identified demographic characteristics of each student.

Parent or Guardian Notification. School officials are not required to notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by a school official. School officials will notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by an SRO or security guard operating in conjunction with a school official as provided in the school's separate policy regarding investigations, arrests, and other student contact by law enforcement, Health and Human Services, or other child welfare agencies.

Rights Advisement. School officials will not advise students of any constitutional rights before student questioning or interrogation. The advisement, if any, shall be made by the SRO or security guard as provided by their agencies' policies and procedures.

Referral to Law Enforcement for Prosecution. The school district's student discipline policy is the school policy required by state law that addresses the student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not referred to law enforcement.

Restraint and Seclusion. The school district's restraint and seclusion policy applies to the use of restraint and seclusion on students by school district employees. SROs and security guards that are not employees of the school district are not governed by the school district's restraint and seclusion policy. Instead, they will be governed by the restraint and seclusion policies, practices, and procedures implemented by their employers.

Filing and Posting the MOU. The superintendent shall provide a copy of any initial MOU entered into under this policy to the Nebraska Department of Education (Department) or post a copy on the school district's website within three months of its adoption. The superintendent shall thereafter file any changes to the MOU with the Department or post it on the school district's website no later than January 1st of each year.

Complaint Process. Any student or parent who wishes to express a concern or file a complaint about an SRO or security guard and the practices of the SRO or security guard must follow the school district's complaint procedure.

Adopted on: 12-11-2023

Revised on: _____

Reviewed on: _____

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, 2024** and expiring on **June 30, 2026**. 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 **2024-25** contract year shall be **\$** . It shall be paid in 12 equal monthly installments beginning in the month of **July 2024**. 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 one hundred 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 as cash in lieu.

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 2024-25 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 2023-24 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 2024-25 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 2023-2024 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 AASA, 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 \$100 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 **11 day of December, 2023.**

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this **11 day of December, 2023.**

Superintendent