

Regular Board Meeting
February 12, 2024, at 7:30 PM
Southern School District

Notice is hereby given of a meeting of the Board of Education, Southern School District #1 on February 12, 2024, 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
 - I.C. Motion to excuse Dana Dorn from the February 12, 2024, School Board Meeting
- II. Approval of Minutes from the January 15, 2024, 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. Principals' Contract & Salaries
 - VII.A.1. Principals' Contract Extensions
 - VII.A.2. Principals' Salaries for the 2024-2025 School Year
 - VII.B. Classified Salaries for the 2024-2025 School Year
 - VII.C. Consider the Approval of an Overnight Trip for the State Cheer Competition
 - VII.D. 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



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MINUTES
BOARD OF EDUCATION
January 15, 2024
7:30 PM

President Dave Zimmerman called the meeting to order at 7:30 PM with the following members in attendance:

I. Call Meeting to Order

President Dave Zimmerman called the meeting to order at 7:30 p.m. and the following members were present: Dana Dorn, Dave Zimmerman, Jared McKeever, & Jeff Argo. The following administrators were present: Kane Hookstra & Christopher Prosofski. The following visitors were present: Tim Hanson, & Mike Hager.

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: 1/10/2023

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

Motion to excuse Debra Schlake and Betsy Frerichs from the January 15, 2024, school board meeting. This motion, made by Jeff Argo and seconded by Jared McKeever, passed.

Betsy Frerichs: Absent, Debra Schlake: Absent, Jeff Argo: yes, Dana Dorn: yes, Jared McKeever: yes, David Zimmerman: yes
yes: 4, no: 0, Absent: 2

I.C. 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.

I.D. Reorganization of the Southern School Board

I.D.1. Election of Officers

I.D.1.1. President

Motion to retain current school board officers' positions on the school board. This motion, made by Jeff Argo and seconded by Jared McKeever, passed.

yes: 4, no: 0, Absent: 2

I.D.1.2. Vice-President

I.D.1.3. Secretary

II. Approval of Minutes from the December 11, 2023, Regular Board Meeting

Motion to approve minutes from the December 11, 2023, Regular Board Meeting. This motion, made by Dana Dorn and seconded by Jeff Argo, passed.

yes: 4, no: 0, Absent: 2

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

Motion to approve the general fund, special building fund, depreciation fund, and qualified capitol purpose undertaking fund claims. This motion, made by Jared McKeever and seconded by Dana Dorn, passed.

yes: 4, no: 0, Absent: 2

IV.A.2. Lunch & Activity Claims

V. Support Service

V.A. Facility Update

John Eisenhower provided the school board with a written report on winter building repairs, finalizing the new CTE equipment, new windows in the shop area, updates on bus radios, and troubleshooting the new Level 3 charger.

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

The elementary principal reported on the following items: recognizing 37 fourth through sixth grade students who passed the NSCAS (state assessment), working on implementing an online walk-through observation form, and the WORDS training for K-3 teachers.

VI.C. Secondary Principal's Report

The secondary principal provided a written report on the following items: current enrollment figures, all spots being filled at the ESU 5 alternative school, student registration, academic all-state (Football: Carson Goes, Softball: Jaidyn Allington & Savannah Mason, & Volleyball: Rylee Swearingen), starting some welding classes during the second semester, and 6 students that are taking 7 college classes.

VI.D. Superintendent's Report

Dr. Prosocki went over the 2021-2022 Civil Rights Data Collection that must be completed every 2 years based on the U.S. Department of Education guidelines. Next, Dr. Prosocki went over the 2023-2024 Teacher Shortage Report, and he also noted that the district just received an \$83,838 Energy Wise Grant through the Nebraska Public Power Department. Dr. Prosocki went over the 108th Legislature, Second Session bills, and he talked about the upcoming NRCSA spring conference. Lastly, Dr. Prosocki said the district received a \$7,500 Career & Technical Education grant and the district received a \$12,313 Supply Chain Assistance (SCA) grant.

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

VII.A. Memorandum of Understanding (MOU) Between Gage County Sheriff's Office & Southern Public Schools

Motion to approve the Memorandum of Understanding (MOU) between Gage County Sheriff's Office & Southern Public Schools. This motion, made by Jeff Argo and seconded by Jared McKeever, passed.

yes: 4, no: 0, Absent: 2

VII.A.1. Millard Gustafson, Tim Hanson, & Mike Hager

VII.B. Appointments

VII.B.1. Authorized Representative for State & Federal Programs

Motion to appoint Christopher Prosocki as the authorized representative for state & federal programs. This motion, made by Dana Dorn and seconded by Jared McKeever, passed.

yes: 4, no: 0, Absent: 2

VII.B.2. Bus Mechanic for Bus Inspections

Motion to appoint James Ullman as the bus mechanic for bus inspections. This motion, made by Jared McKeever and seconded by Jeff Argo, passed.

yes: 4, no: 0, Absent: 2

VII.B.3. District's Non-Discrimination Compliance Coordinator

Motion to appoint Christopher Prosofski as the district's non-discrimination compliance coordinator. This motion, made by Jared McKeever and seconded by Dana Dorn, passed.
yes: 4, no: 0, Absent: 2

VII.B.4. Title IX Coordinator

Motion to appoint Jeff Murphy as the Title IX coordinator. This motion, made by Dana Dorn and seconded by Jeff Argo, passed.
yes: 4, no: 0, Absent: 2

VII.B.5. Treasurer

Motion to appoint Taylor Schmidt as the treasurer. This motion, made by Jared McKeever and seconded by Jeff Argo, passed.
yes: 4, no: 0, Absent: 2

VII.C. Designate the Fund Depository for Southern Public Schools

Motion to designate Security First Bank of Blue Springs and Western National Bank of Wymore as the depository for Southern Public Schools. This motion, made by Dana Dorn and seconded by Jared McKeever, passed.
yes: 4, no: 0, Absent: 2

VII.D. Designate the Legal Counsel for Southern Public Schools

Motion to designate KSB School Law as the district's legal counsel. This motion, made by Jeff Argo and seconded by Dana Dorn, passed.
yes: 4, no: 0, Absent: 2

VII.E. Designate the Legal Newspaper for Southern Public Schools

Motion to designate Fairbury Journal-News as the legal newspaper for Southern Public Schools. This motion, made by Jared McKeever and seconded by Jeff Argo, passed.
yes: 4, no: 0, Absent: 2

VII.F. Designate the Method for Publicizing Meetings for the Southern Board of Education

Motion to publicize meetings of the Southern Board of Education in accordance with Policy 2008: Meetings. This motion, made by Dana Dorn and seconded by Jeff Argo, passed.
yes: 4, no: 0, Absent: 2

Based on Policy 2008 Based on Policy 2008: Meetings, the board will give reasonable advance-publicized notice of the time and the place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and the public. Notice of regular and special meetings shall be published in a newspaper of general circulation within the district, if available, on the newspaper's website. Newspapers of

general circulation in the district include, but are not necessarily limited to, the Fairbury-Journal News, Lincoln Journal Star, or the Omaha World-Herald.

VII.G. Appoint School Board Standing Committees

Motion to approve the standing committees as appointed by the school board president. This motion, made by Jared McKeever and seconded by Dana Dorn, passed.

yes: 4, no: 0, Absent: 2

VII.G.1. American Civics

Dana Dorn, Dave Zimmerman, & Jared McKeever will serve on the American Civics committee.

VII.G.2. Building & Grounds

Betsy Frerichs, Dave Zimmerman, & Jared McKeever will serve on the Buildings & Grounds committee.

VII.G.3. Finance

Betsy Frerichs, Dave Zimmerman, & Jeff Argo will serve on the Finance committee.

VII.G.4. Negotiations

Dana Dorn, Dave Zimmerman, & Debra Schlake will serve on the Negotiations committee.

VII.G.5. Policy

Dave Zimmerman, Debra Schlake, & Jared McKeever will serve on the Policy committee.

VII.G.6. Transportation

Dana Dorn, Dave Zimmerman, & Jeff Argo will serve on the Transportation committee.

VII.H. Policy Review - Policy 2005: Conflict of Interest, Policy 2006: Complaint Procedures, & Policy 2012: Code of Ethics

VII.I. Option Enrollment Applications

VIII. Adjournment

Motion to adjourn the meeting at 8:16 p.m. This motion, made by Jeff Argo and seconded by Jared McKeever, passed.

yes: 4, no: 0, Absent: 2

The next Regular Board meeting is scheduled for 7:30 p.m., February 12, 2024, 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

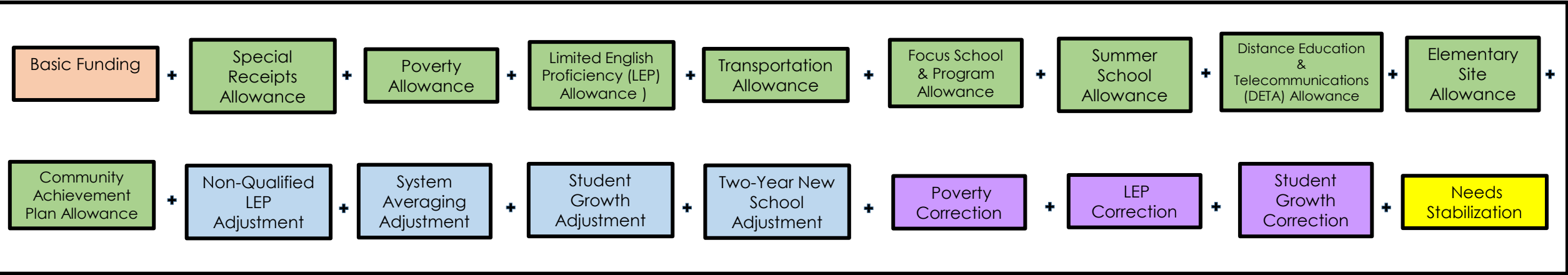
ATTEST
Secretary of the Board of Education
of this School District

PUBLIC PARTICIPATION

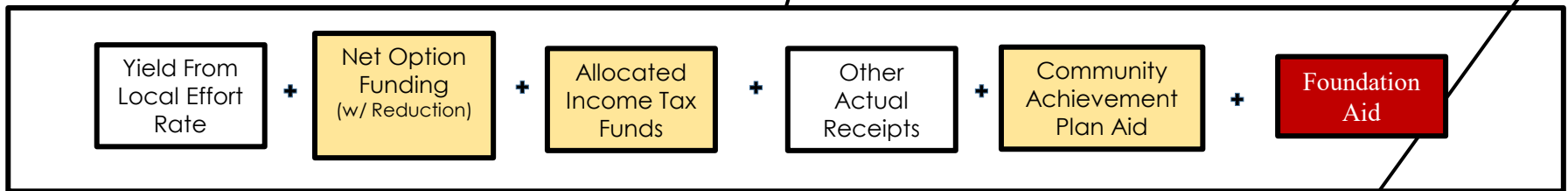
INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **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.

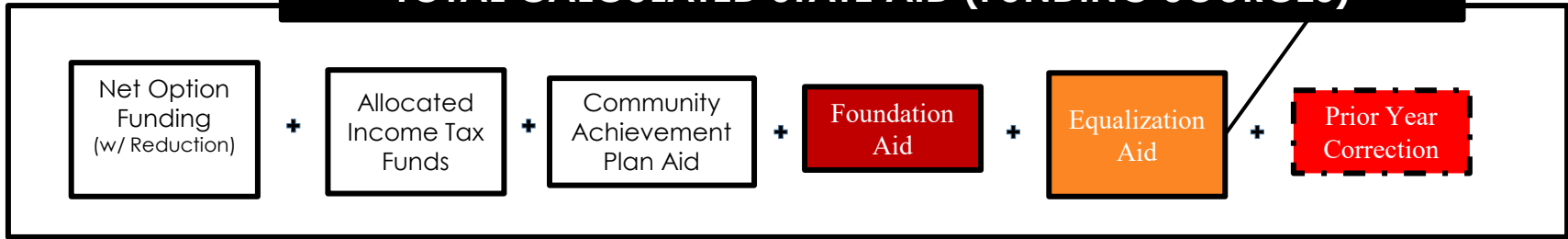
Nebraska Department of Education
 School Finance and Organization Services
 2023/24 TEEOSA Component Chart



NEEDS *minus* **RESOURCES** *equals* **EQUALIZATION AID**



TOTAL CALCULATED STATE AID (FUNDING SOURCES)



COLOR CHART:

- Green – Allowances
- Blue – Adjustments
- Purple – Corrections
- Maroon – Foundation Aid
- Orange – Equalization Aid
- Red – Prior Year Correction

Nebraska Department of Education School Finance & Organization Services

**Tax Equity and Educational Opportunities Support Act
(TEEOSA)
Certification of 2023/24 State Aid**

This Document Contains:

2023/24 TEEOSA Component Chart

Section I.

2023/24 State Aid Component Descriptions & Concept Summary

Section II.

2023/24 State Aid Calculation Codes & Data Sources

June 9, 2023

"This guidance document is advisory in nature but is binding on an agency until amended by such agency. A guidance document does not include internal procedural documents that only affect the internal operations of the agency and does not impose additional requirements or penalties on regulated parties or include confidential information or rules and regulations made in accordance with the Administrative Procedure Act. If you believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document. For comments regarding this document contact nde.guidance@nebraska.gov"

Section I.

2023/24 State Aid Component Descriptions & Concept Summary

2023/24 Calculated State Aid to Nebraska's Public Schools:

Consists of one or a combination of the following items:

- Allocated Income Tax Funds
- Equalization Aid
- Community Achievement Plan Aid
- Foundation Aid
- Net Option Funding
- Prior Year Correction

Nebraska Equalization Aid Formula Concept:

Calculated Needs - Calculated Resources = State Equalization Aid

SYSTEM FORMULA NEED

Is the sum of:

Basic Funding + Poverty Allowance + Limited English Proficiency Allowance + Focus School & Program Allowance + Summer School Allowance + Special Receipts Allowance + Transportation Allowance + Elementary Site Allowance + Distance Education & Telecommunications Allowance + Community Achievement Plan Allowance + Non-Qualified Limited English Proficiency Adjustment + System Averaging Adjustment + New School Adjustment + Student Growth Adjustment + Limited English Proficiency Allowance Correction + Poverty Allowance Correction + Student Growth Adjustment Correction

System Formula Need may be adjusted by Formula Needs Stabilization:

Needs Stabilization keeps the 2023/24 formula need between 100% and 112% of the previous year's end recalculated formula need, except the formula need for districts receiving a student growth adjustment is not decreased.

FORMULA STUDENTS

- Students educated by the district and students for which the district pays tuition.
- The Fall Membership count adjusted by the average ratio of ADM to Fall Membership from three prior years for the certification of State Aid and ADM for the final calculation of State Aid.
- Students in Qualified Early Childhood Programs multiplied by the ratio of planned instructional hours of the program divided by 1,032 then multiplied by 0.6.

GENERAL FUND OPERATING EXPENDITURES

- Each district's General Fund Operating Expenditures for the most recently available complete data year. (See listing on page 8)

ADJUSTED GENERAL FUND OPERATING EXPENDITURES

- General Fund Operating Expenditures multiplied by the cost growth factor (1.05) minus Allowances (Transportation Allowance + Special Receipts Allowance + Poverty Allowance + Limited English Proficiency Allowance + Distance Education & Telecommunications Allowance + Elementary Site Allowance + Summer School Allowance + Focus School & Program Allowance + Community Achievement Plan Allowance + Non-Qualified Limited English Proficiency Adjustment

BASIC FUNDING

- A comparison group is established for each District consisting of the 10 larger districts that are closest in size to the District and the 10 smaller districts that are closest in size to the District, as measured by formula students.
- School Districts with less than 900 formula students:
Basic Funding = Average of adjusted general fund operating expenditures for each District in the comparison group excluding both the Districts with the two highest adjusted general fund operating expenditures and the Districts with the two lowest adjusted general fund operating expenditures in the comparison group.
- School Districts with 900 or more formula students:
Basic Funding = District formula students multiplied by average of adjusted general fund operating expenditures per formula student excluding both the Districts with two the highest adjusted general fund operating expenditures per formula student and the Districts with the two lowest adjusted general fund operating expenditures per formula student in the comparison group.

POVERTY ALLOWANCE

The Poverty Allowance is the lesser of:

- The amount the District designates they will spend on poverty for the 2023/24 school year.
- The sum of the statewide average general fund operating expenditures per student multiplied by graduated percentages then multiplied by student weightings based on free lunch/milk students or students under 19 or residing in homes with adjusted gross income in 2021 tax year and 2021/22 school year equal to or less than the maximum household income that would allow a student to be a free lunch or free milk student during the 2021/22 school year.

LIMITED ENGLISH PROFICIENCY (LEP) ALLOWANCE

The Limited English Proficiency Allowance is the lesser of:

- The amount the District designates they will spend on students with limited English proficiency for the 2023/24 school year.
- 25% of the statewide average general fund operating expenditures per student multiplied by the number of limited English proficiency students.

FOCUS SCHOOL & PROGRAM ALLOWANCE - (Only Applies to school districts in a Learning Community)

- 1st Year - Ten percent of the statewide average general fund operating expenditures per formula student (1,227.03) multiplied by the number of students participating in a focus school or program.
- 2nd Year – Ten percent of the statewide average general fund operating expenditures per formula student (1,227.03) multiplied by [(fall membership participating in focus school X 2) – estimated number of students used in prior year calculation].
- 3rd Year – Ten percent of the statewide average general fund operating expenditure per formula student (1,227.03) multiplied by fall membership participating in focus school.

SUMMER SCHOOL ALLOWANCE

The lesser of:

- Actual summer school expenditures
- 85% percent of the statewide average general fund operating expenditures per formula student (10,429.79) multiplied by 2.5% of the summer school student units.

SPECIAL RECEIPTS ALLOWANCE

- District specific special receipts including special education, state ward and accelerated or differentiated curriculum program receipts reported on the Annual Financial Report and receipts from the Medicare Catastrophic Coverage Act of 1988 (MIPS), to the extent the district would have received payment pursuant to the Special Education Act (from DHHS records).
- Each district's special education receipts for the most recently available complete data year.

TRANSPORTATION ALLOWANCE

The lesser of:

- Actual specific transportation costs for both regular and special education
- A calculated amount based on the miles transported, both regular and special education (excluding activities) plus in lieu of transportation for the most recently available complete data year.

ELEMENTARY SITE ALLOWANCE

- Five hundred percent of the statewide average general fund operating expenditures per formula student (61,351.70) multiplied by the number of students per qualified building divided by eight (rounded up to a whole number). If the whole number is greater than the number of elementary site grades, the whole number is equal to the number of elementary site grades.

DISTANCE EDUCATION AND TELECOMMUNICATIONS ALLOWANCE (DETA)

- Eighty-five percent of district's actual distance education and telecommunication costs reported on the Annual Financial Report minus receipts from Federal Universal Service Fee Fund (E-Rate).

COMMUNITY ACHIEVEMENT PLAN ALLOWANCE – (Only Applies to school districts in a Learning Community)

- District participants will receive an allowance equal to the aid. An approved plan shall remain in effect for three years except as revised with the approval of the state board. Reports are required on the success of the plan, evaluation results, and proposed revisions by December 1 immediately following the completion of the first two years of implementation and every three years thereafter.

SYSTEM AVERAGING ADJUSTMENT

- System Averaging Adjustment is calculated for any district with more than 900 formula students and a lower basic funding per formula student than the average basic funding per formula student for all districts with 900 or more formula students (9,986.60).

TWO-YEAR NEW SCHOOL ADJUSTMENT

- The first year new school adjustment for each approved district is equal to the district's basic funding per formula student multiplied by twenty percent of the approved estimated additional student capacity. The second year new school year adjustment for each approved district is equal to the school district's basic funding per formula student multiplied by ten percent of the approved estimated additional student capacity.

STUDENT GROWTH ADJUSTMENT

- The district's basic funding per formula student is multiplied by the approved student growth minus the greater of twenty five students or one percent of fall membership. That amount is then added to fifty percent of the district's basic funding per formula student multiplied by the greater of twenty five students or one percent of the fall membership.

STUDENT GROWTH ADJUSTMENT CORRECTION

- Two years following the certification for the estimated student growth a Student Growth Adjustment Correction will be calculated to adjust the estimated growth to the actual growth. The district's actual growth is compared to their estimated growth. The difference is multiplied by the districts recalculated basic funding per formula student.
- *The absolute value of negative correction shall not exceed the original adjustment.*

POVERTY CORRECTION

- Correction is equal to the poverty allowance minus eighty-five percent of the poverty allowance expenditures if expenditures do not equal at least 117.65% of the Poverty allowance for the most recently available complete data year. Any correction calculated pursuant to this requirement shall be added to any poverty correction calculated pursuant to requirements above to arrive at the total poverty correction.

LIMITED ENGLISH PROFICIENCY (LEP) CORRECTION

- The LEP Correction is equal to the LEP allowance minus eighty-five percent of the LEP allowance expenditures if expenditures do not equal at least 117.65% of the LEP allowance for the most recently available complete data year

NON QUALIFYING LIMITED ENGLISH PROFICIENCY (LEP) ADJUSTMENT

- If the LEP allowance expenditures do not equal 50% or more of the allowance for school fiscal year, the school district shall be disqualified from receiving an LEP allowance for the school fiscal year for which aid is being calculated.

FORMULA RESOURCES

The sum of the Yield from Local Effort Rate (a calculated measure of Local Property Resources) + Net Option Funding + Allocated Income Tax Funds + Other Receipts Actually Received by the District + Community Achievement Plan Aid + Foundation Aid

YIELD FROM LOCAL EFFORT RATE – (LOCAL PROPERTY RESOURCES)

- Adjusted Valuation divided by 100 multiplied by the Local Effort Rate of \$1.00. Each district's adjusted valuation for tax year 2022 is provided by the Property Tax Administrator (certified October 2022). Real property was adjusted to 96% of actual value and agricultural land was adjusted to 72% of actual value.

NET OPTION FUNDING

- For each district, the students opting out are subtracted from the students opting in at each grade level (K-12). The positive net number of students are then multiplied by 100% of the statewide average Basic Funding per formula student (11,146.01). With the passing of LB 583, a Net Option Reduction of \$1500 will be calculated per the positive net number of option students and subtracted from the total Net Option Funding.
- The total for the district cannot be less than zero.
- Since option students are included in the ADM counts of students used to determine a Local System's Needs, the inclusion of the amount as a Resource prevents a Local System which generates Equalization Aid from receiving both Equalization Aid and Net Option Funding based on the impact the students have on Needs.

ALLOCATED INCOME TAX FUNDS (MEASURE OF LOCAL INCOME)

- The Allocated Income Tax Funds provide a mechanism through which the income tax base of the local system is included in the Resources of the Local System. Therefore, the distribution of Equalization Aid responds to the income tax base as well as the potential property tax base of the Local System.
- Two and twenty-three hundredths' percent of the Nebraska income tax liability of residents of the Local System is provided to the Local System as Allocated Income Tax Funds. The income tax liability information is provided by the Department of Revenue based on data submitted on Nebraska income tax forms. (The Nebraska Income Tax Form requests each filer to indicate the high school district in which they reside.)
- The 2023/24 State Aid calculation incorporates Allocated Income Tax Funds based on the 2021 Income Tax year.

OTHER RECEIPTS ACTUALLY RECEIVED BY THE DISTRICT

- Other Actual Receipts are taken primarily from the Annual Financial Report submitted by each district. Receipt information related to the Medicare Catastrophic Coverage Act of 1988 and Impact Aid, if applicable, are taken from other source documents on file with the Department of Education. Other Actual Receipts include various local, state, and non-categorical federal receipts.
- As Reported on the Annual Financial Report; see page 17 of this document for a complete listing:
 - ❖ Examples:
 - √ Fines and License Fees
 - √ Interest
 - √ Special Education School Age
 - √ Pro-Rate Motor Vehicle

COMMUNITY ACHIEVEMENT PLAN AID – (Only Applies to school districts in a Learning Community)

- The districts in the Learning Community who are participating in the community achievement plan will also receive a community achievement plan aid. Members must participate in the plan as part of their accreditation under Rule 10
- The Community Achievement Plan Allowance for each learning community member shall equal 0.4643% of the product of the statewide average general fund operating expenses per formula student multiplied by the total learning community formula students. Distribution to leaning community members is based on 2% of the Poverty/LEP allowances calculated and 3% of the statewide average general fund operating expenditures per formula student for the poverty students exceeding 40% of the formula students (3% of the product of the statewide average general fund operating expenditures per formula student by the difference of

- poverty students minus 40% of the formula students for such a learning community school district). Counted as a formula resource.
- An approved plan shall remain in effect for three years except as revised with the approval of the state board. The learning community shall submit a report on the success of the plan, evaluation results, and proposed revisions by December 1 immediately following the completion of the first two years of implementation and every three years thereafter.
 - For community achievement plans to be implemented beginning with school year 2018-19 and on or before January 1 immediately preceding the school year when the plan or plan renewal will be implemented. The student achievement coordinator or other department staff designated by the commissioner shall return the plan or plan renewal with any suggestions or comments on or before the immediately following February 15 to allow the plan to be revised prior to submission on or before March 15 for final approval by the state board at the state board's April meeting. If the state board rejects a plan or plan renewal, the reasons for the rejection shall be included with the notice of rejection and an opportunity shall be provided to revise the plan or plan renewal and for participating collaborators to appear before the board prior to a reconsideration of approval.

FOUNDATION AID

- Foundation Aid is included in the total formula resources per the passing of LB 583. Foundation Aid is calculated by the school district's Formula Student x \$1500.

EQUALIZATION AID

- The amount that the total formula needs exceed total formula resources.

ADDITIONAL COMPONENTS OF STATE AID

2023/24 STATE AID FUNDING

- On or before June 15, 2023, the Department must determine the amounts to be distributed to each Local System pursuant to the Tax Equity and Educational Opportunities Support Act based on \$1.00 Local Effort Rate.

Section II. 2023/24 State Aid Calculation Codes & Data Sources

SYSTEM FORMULA NEED

Is the sum of:

Basic Funding + Poverty Allowance + Limited English Proficiency Allowance + Focus School & Program Allowance + Summer School Allowance + Special Receipts Allowance + Transportation Allowance + Elementary Site Allowance + Distance Education & Telecommunications Allowance + System Averaging Adjustment + New School Adjustment + Student Growth Adjustment + Community Achievement Plan Allowance + Non-Qualified Limited English Proficiency Adjustment + Limited English Proficiency Allowance Correction + Poverty Allowance Correction + Student Growth Adjustment Correction

System Formula Need may be adjusted by Formula Needs Stabilization:

2023/24 District Formula Need that is less than 100% of 2022/23 Year End Recalculated Formula Need is increased to 100% of 2022/23 Year End Recalculated Formula Need.

AND

2023/24 District Formula Need that is greater than 112% of 2022/23 Year End Recalculated Formula Need is decreased to 112% of 2022/23 Year End Recalculated Formula Need, except that the Formula Need for Districts receiving a student growth adjustment is not decreased.

Year End Recalculated Formula Needs are the needs as calculated after the data is calculated a second time with updated data including average daily membership data rather than the Fall Membership count and corrections that have been made to district data since the first calculation.

FORMULA STUDENTS

- Students educated by the district and students for which tuition is paid.

DATA SOURCES: As defined for the June 9, 2023 Certification of 2023/24 State Aid:

- √ Fall Membership in Qualified Early Childhood Programs, in grades Kindergarten (KDG = programs under 1,032 instructional hours multiplied by .5); Full-Day Kindergarten (FDK) – 12 grade from the 2022/23 ADVISER October 1, Fall Membership count.
- √ The Fall Membership is adjusted based on the historical ratio of Average Daily Membership (ADM) to Fall Membership using the ratios from 2019/20, 2020/21, and 2021/22.
- √ 4-year-olds in Qualified Early Childhood Fall Membership is multiplied by the ratio of the planned instructional hours of the program divided by 1032 then multiplied by .6.

√ K-12 Contracted Out Students in grades KDG; FDK -12 grade are taken from the 2022/23 ADVISER October 1, Fall Membership count.

DATA SOURCES: As defined for the year-end recalculation of 2023/24 State Aid:

√ Average Daily Membership (ADM) in Qualified Early Childhood Programs and grades KDG; FDK – 12 grade from the 2022/23 ADVISER October 1, Fall Membership count.

√ Contracted Students from the 2022/23 ADVISER October 1, Fall Membership count.

GENERAL FUND OPERATING EXPENDITURES

- Each district's General Fund Operating Expenditures for the most recently available complete data year.
- Calculated from the 2021/2022 Annual Financial Report (AFR) as follows:

Total General Fund Expenditures.....		01-2-20400-000
	Minus	
Tuition Paid	1-2-011xx-xxx and 01-2-012xx-xxx with object codes 561, 565, 569 and 01-2-013xx-xxx and 1-2-21xx-xxx with object codes 561	
Adult Education.....		01-2-01400-000
Transfers from Other Funds		01-1-05200-000
Community Services		01-2-03300-000
Redemption of General Fund Debt Service Principal.....		01-2-05000-805, 807 & 831
Transportation Paid to Other Districts	01-2-02710-511, 01-2-02711-511, 01-2-02712-511, 01-2-02713-511, 01-2-02714-511 & 01-2-02715-511	
Categorical Grants from Corporations & Other Private Interest		01-2-03400-000
State Categorical Programs.....		01-2-035xx-000
Retirement Incentive Plan.....		01-2-02290-287
Staff Development Assistance.....		01-2-02290-288
Transfers to Bond Fund		01-2-08000-914
Tuition Received from Other Educational Entities (Distance Education)		01-1-01315-000
Summer School Tuition and Fees		01-1-01312-000
Preschool Tuition and Fees		01-1-01370-000
Contributions and Donations.....		01-1-01920-000
Textbook Loan		01-1-03155-000
Medicaid Administrative Activities (MAAPS).....		01-1-04709-000
Impact Aid.....		01-1-04305-000
Johnson O'Malley		01-1-04306-000
Legal Services (in excess of .0015 of the 2021/22 formula need)		01-2-02330-000
Levy Override Receipts .99 ((Total General Fund Levy – \$1.05) x (Assessed Value/100))		(Calculated Amt)
Increase in Retirement Contribution.....	Object Code 237 Functions (1xxx, & 2xxx)	
Voluntary Termination (per statute)	Object Code 238 Functions (1xxx, & 2xxx)	
Lobbyist Fees and Expenses	1-2-2310-314, 1-2-2320-314 & 1-2-2510-314	

DATA SOURCE:

2021/22 Annual Financial Report

ADJUSTED GENERAL FUND OPERATING EXPENDITURES

(General Fund Operating Expenditures X 1.05) – (Transportation Allowance + Special Receipts Allowance + Poverty Allowance + Limited English Proficiency Allowance + Distance Education & Telecommunications Allowance + Elementary Site Allowance + Summer School Allowance + Focus School & Program Allowance + Community Achievement Plan Allowance + Non-Qualified Limited English Proficiency Adjustment)

COST GROWTH FACTOR

For school fiscal year 2023/24, the cost growth factor shall equal the sum of: (1) the basic allowable growth rate 2.5% for the school fiscal year in which the aid is to be distributed; plus (2) the basic allowable growth rate 2.5% for the school fiscal year immediately preceding the school fiscal year in which the aid is to be distributed.

BASIC FUNDING

A comparison group is established for each District consisting of:

- (i) The 10 larger districts that are closest in size to the District, measured by formula students, and
- (ii) The 10 smaller districts that are closest in size to the District, measured by formula students

- If there are not 10 Districts that are larger than the District for which basic funding is being calculated or if there are not 10 Districts that are smaller than the District, the comparison group would consist of only as many districts as fit the criteria.
- If more than 1 District has exactly the same number of formula students as the largest or smallest District in the comparison group, all of the Districts with exactly the same number of formula students as the largest or smallest Districts in the comparison group shall be included in the comparison group.
- If 1 or more Districts have exactly the same number of formula students as the District for which basic funding is being calculated, all such Districts would be included in the comparison group in addition to the 10 larger and the 10 smaller Districts.
- The comparison group remains the same for the final recalculation of State Aid.
- School Districts with less than 900 formula students;
Basic Funding = Average of Adjusted General Fund Operating Expenditures for each District in the comparison group excluding both the Districts with the two highest Adjusted General Fund Operating Expenditures and the Districts with the two lowest Adjusted General Fund Operating Expenditures in the comparison group.
- School Districts with 900 or more formula students;
Basic Funding = District formula students X Average Adjusted General Fund Operating Expenditures per formula student excluding both the Districts with the two highest Adjusted General Fund Operating Expenditures per formula student and the Districts with the two lowest Adjusted General Fund Operating Expenditures per formula student.

DATA SOURCES:

- √ 2022/23 ADVISER October 1, Fall Membership count.

POVERTY ALLOWANCE

Poverty Student = number of low income students or the number of students who are free lunch and free milk students whichever is greater + (poverty students – 3 year average of poverty students) if greater than 0.

Low Income Students = number of low income children within the local system X ratio of formula students/total children under 19.

Low Income Child = a child under 19 living in a household having an annual adjusted gross income in 2021 tax year 2021/22 school year equal to or less than the maximum household income for a household of that size that would have allowed the child to meet the income qualifications to be a free lunch and free milk student during the 2021/22 school year.

2023/24 Statewide Average General Fund Operating Expenditures per Formula Student = 12,270.34

The lesser of: Maximum Poverty Allowance designated by the school district OR

Poverty Adjustment Calculation

Local System Formula Students = (Stu)

Poverty Students = (Poverty)

Poverty Adjustment (Povadj)

Stu X .05 = a

Stu X .10 = b

Stu X .15 = c

Stu X .20 = d

Stu X .25 = e

Stu X .30 = f

- If (Poverty) is less than or equal to a, then (Povadj) = 0
- If (Poverty) is greater than a, and (Poverty) is less than or equal to b, then $((\text{Poverty}) - a) \times (.0375 \times \text{Statewide Average GFOE per formula student}) = (\text{Povadj})$
- If (Poverty) is greater than b, and (Poverty) is less than or equal to c, then $((b-a) \times (.0375 \times \text{Statewide Average GFOE per formula student})) + (((\text{Poverty}) - b) \times (.075 \times \text{Statewide Average GFOE per formula student})) = (\text{Povadj})$
- If (Poverty) is greater than c, and (Poverty) is less than or equal to d, then $((b-a) \times (.0375 \times \text{Statewide Average GFOE per formula student})) + ((c-b) \times (.075 \times \text{Statewide Average GFOE per formula student})) + (((\text{Poverty}) - c) \times (.1125 \times \text{statewide average GFOE per formula student})) = (\text{Povadj})$
- If (Poverty) is greater than d, and (Poverty) is less than or equal to e, then $((b-a) \times (.0375 \times \text{Statewide Average GFOE per formula student})) + ((c-b) \times (.075 \times \text{Statewide Average GFOE per formula student})) + ((d-c) \times (.1125 \times \text{Statewide Average GFOE per formula student})) + (((\text{Poverty}) - d) \times (.15 \times \text{Statewide Average GFOE per formula student})) = (\text{Povadj})$
- If (Poverty) is greater than e, and (Poverty) is less than or equal to f, then $((b-a) \times (.0375 \times \text{Statewide Average GFOE per formula student})) + ((c-b) \times (.075 \times \text{Statewide Average GFOE per formula student})) + ((d-c) \times (.1125 \times \text{Statewide Average GFOE per formula student})) + ((e-d) \times (.15 \times \text{Statewide Average GFOE per formula student})) + (((\text{Poverty}) - e) \times (.1875 \times \text{Statewide Average GFOE per formula student})) = (\text{Povadj})$
- If (Poverty) is greater than f, then $((b-a) \times (.0375 \times \text{Statewide Average GFOE per formula student})) + ((c-b) \times (.075 \times \text{Statewide Average GFOE per formula student})) + ((d-c) \times (.1125 \times \text{Statewide Average GFOE per formula student})) + ((e-d) \times (.15 \times \text{Statewide Average GFOE per formula student})) + ((f-e) \times (.1875 \times \text{Statewide Average GFOE per formula student})) + (((\text{Poverty}) - f) \times (.225 \times \text{Statewide Average GFOE per formula student})) = (\text{Povadj})$

DATA SOURCES:

- √ Low income student count is from the 2021 Nebraska Income Tax Returns, Department of Revenue website
- √ Students on free lunch and free milk is taken from the October 2021 Lunch Report, Department of Education, Nutrition Services

LIMITED ENGLISH PROFICIENCY (LEP) ALLOWANCE

The lesser of:

Maximum Limited English Proficiency Allowance designated by the school district

-Or-

25% of the statewide average general fund operating expenditures per formula student (3,067.59) multiplied by (the number of limited English proficient students + (limited English proficient students – 3 year average of limited English proficient students)) if greater than 0.

If the number of limited English proficient students is greater than or equal to 1 but less than 12, the number of limited English proficient students used in the calculation is 12.

DATA SOURCE:

√ 2022/23 ADVISER October 1, Fall Membership count.

FOCUS SCHOOL & PROGRAM ALLOWANCE – (Only applies to school districts in a learning community)

- 1st year (Statewide Average General Fund Operating Expenditures per Formula Student X.10) X Number of Students in Focus School
- 2nd year (Statewide Average General Fund Operating Expenditure per Formula Student X.10) X [(Fall Membership Participating in Focus School X 2) – estimated number of students used in prior year calculation]
- 3rd year (Statewide Average General Fund Operating Expenditure per Formula Student X.10) X (Fall Membership Participating in Focus School)

DATA SOURCES:

□ 2022/23 ADVISER October 1, Fall Membership count

□ 2021/22 Annual Financial Report

SUMMER SCHOOL ALLOWANCE

- Lesser of Actual Summer School Expenditures (1300's) or (.025 X Summer School Student Units) X (.85 X Statewide Average General Fund Operating Expenditure per Formula Student (12,270.34).
 - Summer School Student Units = each student enrolled in summer school for at least 12 days, whether or not the student is in the membership of the school district.
 - The initial number of units for each student =
Sum of the ratios, each rounded down to the nearest whole number: Number of days the student attended summer school for at least 3 hours and less than 6 hours per day ÷ by 12, plus 2 times the number of days the student attended summer school classes for 6 or more hours per day ÷ 12.
 - Additional Summer School Units for each summer school student attributed to a remedial math or reading programs, and for each summer school student attributed to a free lunch or free milk.
 - Summer school student units shall not be calculated for school districts which collect fees for summer school from students who qualify for free or reduced-price lunches.

DATA SOURCES:

√ Fall 2022 CDC Collection, Summer School Student Unit Report

√ 2021/22 Annual Financial Report

SPECIAL RECEIPTS ALLOWANCE

State Receipts for School-Age Special Education	01-1-03120-000
State Receipts for School-Age Special Education Transportation	01-1-03125-000
Payments for Wards of the State/Wards of the Court	01-1-03160-000, 01-1-03161-000
Receipts for Accelerated or Differentiated Curriculum Programs	01-1-03535-000
Flex Funding: Support Services	01-1-03165-000 & 01-1-03166-000
Special Education Tuition Received from other Districts.....	01-1-01323-000, 01-1-01335-000
Special Education Tuition Received from Individuals	01-1-01313-000
Special Education Transportation Receipts from other Districts	01-1-01423-000
Receipts from Medicare Catastrophic Coverage Act of 1988 to the extent the district would have received payment pursuant to the Special Education Act.	

DATA SOURCES:

- √ Special Receipts Allowance includes district specific special education, state ward, and accelerated or differentiated curriculum program receipts reported on the 2021/22 Annual Financial Report and receipts from the Medicare Catastrophic Coverage Act of 1988 to the extent the district would have received payment pursuant to the Special Education Act (from DHHS records) for 2021/22.

TRANSPORTATION ALLOWANCE

- The lesser of actual specific transportation costs or a calculated amount based on the miles transported (excluding activities) plus in-lieu-of transportation for the most recently available complete data year.

DATA SOURCES:

- √ District specific transportation expenditures reported on the 2021/22 Annual Financial Report: Total Regular Pupil Transportation minus Transportation Paid to Another District (01-2-02710-000 + 01-2-02711-000 + 01-2-02720-000 + 01-2-02721-000 + 01-2-02730-000 + 01-2-02731-000 + 01-2-02790-000 + 01-2-02791-000 less object code 511 in those accounts).
-Or-
- √ District specific calculated transportation expenditures based on: Route miles reported on the 2021/22 Pupil Transportation Report in CDC, (Part I) x .58 x 400% + In-Lieu-of Transportation (01-2-02710-332, 01-2-02711-332) reported on the 2021/22 Annual Financial Report.

ELEMENTARY SITE ALLOWANCE

- Elementary Site Allowance is calculated for any district that has at least one qualifying elementary site and submits an application on the CDC.
 - A qualifying elementary attendance site:
 1. Is in a District with multiple elementary attendance sites
 2. Does not have another elementary attendance site within 7 miles in the same school district OR
 3. Is the only public elementary attendance site located in an incorporated city or village
 4. Each District determines which grades are elementary grades
 5. Building where majority of formula students attend is the primary elementary site
 6. The primary elementary site shall not be a qualifying elementary attendance site
 7. All grades designated as elementary grades shall be offered in each elementary attendance site
 8. Elementary grades shall not include grades 9, 10, 11 or 12

The Elementary Site Allowance = Sum of Elementary Site Allowances for each qualifying elementary attendance site in the district.

(Statewide Average General Fund Operating Expenditure per Formula Student times 500% (58,198.85) times Fall membership per building divided by 8 (result is rounded up to a whole number)

If the whole number is greater than the number of elementary site grades, the whole number is equal to the number of elementary site grades.

DATA SOURCES:

√ Fall 2022 CDC Collection, Elementary Site Allowance

DISTANCE EDUCATION & TELECOMMUNICATIONS ALLOWANCE

Is equal to 85% of the difference of the costs for (a) telecommunications services, (b) access to data transmission networks that transmit data to and from the school district, and (c) the transmission of data on such networks paid by the school districts in the local system minus the receipts from the Federal Universal Service Fund.

DATA SOURCES:

√ District specific distance education and telecommunications expenditures on the 2021/22 Annual Financial Report (01-2-01xxx-382, 01-2-02xxx-382, 01-2-03xxx-382, 01-1-04300-382, 01-1-04400-382, 01-1-04600-382, 01-1-04700-382 & 01-1-04900-382,) Minus Universal Service Fund (E-Rate - 01-1-04105-000).

COMMUNITY ACHIEVEMENT PLAN ALLOWANCE – (Only applies to school districts in a learning community)

District participants will receive an allowance equal to the aid.

An approved plan shall remain in effect for three years except as revised with the approval of the state board. The learning community shall submit a report on the success of the plan, evaluation results, and proposed revisions by December 1 immediately following the completion of the first two years of implementation and every three years thereafter.

For community achievement plans to be implemented beginning with school year 2021/22 and on or before January 1 immediately preceding the school year when the plan or plan renewal will be implemented. The student achievement coordinator or other department staff designated by the commissioner shall return the plan or plan renewal with any suggestions or comments on or before the immediately following February 15 to allow the plan to be revised prior to submission on or before March 15 for final approval by the state board at the state board's April meeting. If the state board rejects a plan or plan renewal, the reasons for the rejection shall be included with the notice of rejection and an opportunity shall be provided to revise the plan or plan renewal and for participating collaborators to appear before the board prior to a reconsideration of approval.

SYSTEM AVERAGING ADJUSTMENT

System Averaging Adjustment is calculated for any district with more than 900 formula students and a lower basic funding per formula student than the average basic funding per formula student for all districts with 900 or more formula students (9,986.60).

System Averaging Adjustment = ((Avg Basic Funding per formula student for districts with 900 or more formula students – Districts Basic Funding Per Formula student) X 90 Percent X Districts Formula Students

TWO-YEAR NEW SCHOOL ADJUSTMENT

Two-year New School Adjustment is for districts that build new buildings that increase the capacity of the district's facilities and expected increase student enrollment. Application must be made in the year prior to the opening of the new building.

1st year New School Adjustment = District Basic Funding per formula student X (.20 X Estimated Increased Student Capacity)

2nd year New School Adjustment = District Basic Funding per formula student X (.10 X Estimated Increased Student Capacity)

DATA SOURCES:

- √ Fall 2022 CDC Collection, Two-Year New School Adjustment
- √ Fall 2021 CDC Collection, Two-Year New School Adjustment

STUDENT GROWTH ADJUSTMENT

Application for the Student Growth Adjustment must be submitted to the Nebraska Department of Education the year prior to the year of growth.

District Basic Funding per formula student X (Approved Student Growth – (greater of 25 or 1% X Fall Membership)) + .5 X (District Basic Funding per formula student X greater of 25 or 1% of the Fall Membership)

DATA SOURCES:

- Fall 2022 CDC Collection, Student Growth Adjustment

STUDENT GROWTH CORRECTION

- The district's actual growth is compared to their estimated growth. The difference is multiplied by the districts recalculated basic funding per formula student.
- Student Growth Adjustment Correction = (Actual Growth – Estimated Growth) X district's recalculated basic funding per formula student
- Actual Growth = 2021/22 ADM – 2020/21 Fall Membership
The absolute value of negative correction shall not exceed the original adjustment.

POVERTY CORRECTION

If poverty allowance expenditures do not equal 117.65% or more of the poverty allowance for the most recently available complete data year (2021/22), a correction will be calculated as follows:

Poverty Allowance Correction = Poverty Allowance for 2021/22 – 85% Poverty Allowance Expenditures

Any correction calculated pursuant to this requirement shall be added to any poverty correction calculated pursuant to requirements stated for 2023/24 to arrive at the total poverty correction.

LIMITED ENGLISH PROFICIENCY (LEP) CORRECTION

If the LEP poverty allowance expenditures do not equal 117.65% or more of the LEP allowance for the most recently available complete data year (2021/22) a correction will be calculated as follows:

LEP Allowance Correction = LEP Allowance for 2021/22 – 85% LEP Allowance Expenditures

NON QUALIFYING LIMITED ENGLISH PROFICIENCY (LEP)

If the LEP allowance expenditures do not equal 50% or more of the allowance for school fiscal year, the school district shall be disqualified from receiving an LEP allowance for the school fiscal year for which aid is being calculated.

FORMULA RESOURCES

THE SUM OF:

- Yield from Local Effort Rate
- Net Option Funding
- Allocated Income Tax Funds
- Other Receipts Actually Received by the District
- Community Achievement Plan Aid
- Foundation Aid

YIELD FROM LOCAL EFFORT RATE

Yield from Local Effort Rate = Adjusted Valuation divided by 100 X Local Effort Rate of \$1.00.

LOCAL EFFORT RATE

Set at \$.05 below the maximum levy per §77-3442.

ADJUSTED VALUATION

For 2023/24 State Aid, the adjusted valuation reflects 2022 levels. The Property Tax Administrator adjusts the values to assure that for State Aid purposes:

- real property other than agricultural land is at 96% of market value;
- agricultural land is at 72% of market value as provided by statute; and
- personal property other than motor vehicles is at net book value as defined by statute.

NET OPTION FUNDING

Net Enrollment Option/Open students (students opting in minus students opting out) as of the day of the fall membership count, multiplied by 100% of the statewide average Basic Funding per formula student (11,146.01). With the passing of LB 583, a Net Option Reduction of \$1500 will be calculated per the positive net number of option students and subtracted from the Net Option Funding.

Net Option Funding is equal to each Local System's:

Net Enrollment Option Students X 100% of the Statewide Average Basic Funding per formula student

Except that a Local System's Net Option Funding cannot be less than zero.

DATA SOURCES:

√ 2022/23 ADVISER October 1, Fall Membership count.

ALLOCATED INCOME TAX FUNDS

A percent calculated annually of the net Nebraska income tax liability of each school district's resident individuals in tax year 2021. Each local system's allocated income tax funds shall be calculated by multiplying the local system's income tax liability certified by 2.23%.

DATA SOURCE:

√ 2021 Income Tax Returns, Department of Revenue (certified November 7, 2022)

OTHER RECEIPTS ACTUALLY RECEIVED BY THE DISTRICT

Each Local System's other actual receipts for the most recently available complete data year.

Other Actual Receipts are taken from the 2021/22 Annual Financial Report as follows:

Public Power District Sales Tax	01-1-01120-000
Fines and License Fees	01-1-01911-000, 01-1-01921-000 & 01-1-02110-000
Tuition Receipts.....	01-1-01311-000, 01-1-01312-000, 01-1-01313-000, 01-1-01320-000, 01-1-01321-000, 01-1-01322-000, 01-1-01323-000, 01-1-01330-000 01-1-01331-000, 01-1-1335-000, 01-1-01340-000 & 01-1-01955-000
Transportation Receipts	01-1-01410-000, 01-1-01411-000, 01-1-01420-00, 01-1-01421-000, 01-1-01422, 01-1-01423, 01-1-01430-000, 01-1-01431-000 & 01-1-01440-000
Interest	01-01510-00, 01-1-01520-000, 01-1-01531-000, & 01-1-01540-000
Other Miscellaneous Local/County Receipts	01-1-01115-000, 01-1-01910-000, 01-1-01911-000, 01-1-01921-000, 01-1-01951-000, 01-1-01952-000, 01-1-01960-000, 01-1-01965-000, 01-1-01970-000, 01-1-01990-000, 01-1-01995-000, 01-1-02130-000 & 01-1-02210-000
Special Education/Flex Funding	01-1-03120-000, 01-1-03125-000, 001-1-3166-000 & 01-1-03165-000
Payments for Wards of the State/Wards of the Court	0 1-1-03160-000 & 01-1-03161-000
Receipts from the Temporary School Fund for State Apportionment and Property leased for a Public Purpose	01-1-03400-000
Motor Vehicle Receipts	01-1-01125-000
Pro-Rate Motor Vehicle	01-1-03180-000
Other State Receipts.....	01-1-03990-000
Federal Impact Aid included to the extent allowed by Federal Law	01-1-04305-000
Other Non-Categorical Federal Receipts	01-1-04524-000, 01-1-04705-000, 01-1-04706-000 & 01-1-04707-000
Receipts from Medicare Catastrophic Coverage Act of 1988-to the extent the district would have received payment pursuant to the Special Education Act (from DHHS records)	
Receipts for Accelerated or Differentiated Curriculum Programs.....	01-1-03535-000
Nameplate Capacity Tax	01-1-03133-000

DATA SOURCES:

√ Other Actual Receipts are taken primarily from the Annual Financial Report submitted by each district. Receipt information related to the Medicare Catastrophic Coverage Act of 1988 and Impact Aid, if applicable, are taken from other source documents on file with the Department of Education. Other Actual Receipts include various local, state, and non-categorical federal receipts.

For the final calculation of State Aid, other actual receipts shall be as reported in the 2021/22 Annual Financial Report.

COMMUNITY ACHIEVEMENT PLAN AID

Only applies to school districts in a learning community.

Is equal to 2% of the learning community districts Poverty allowance + 2% of the learning community districts LEP allowance + Poverty students over 40% x 3% x Statewide average GFOE per Formula Students. This determines the districts fully funded community achievement plan allowance. Then the learning community’s formula students x statewide average GFOE per formula student x 0.004643 (per State Statute) = an allocation percentage. That allocation percentage x the districts fully funded community achievement plan adjustment = the calculated community achievement plan allowance for that year. Plans not approved will be removed for the fall State Aid Recalculation.

FOUNDATION AID

- Foundation Aid is included in the total formula resources per the passing of LB 583. Foundation Aid is calculated by the school district’s Formula Students x \$1500.

EQUALIZATION AID

Formula Needs – Formula Resources = Equalization Aid

STATE AID CALCULATION

Total State Aid

- ▶ Total State Aid is the sum of: Net Option Funding + Income Tax Rebate + Community Achievement Plan Aid + Foundation Aid+ Equalization Aid + Prior Year Correction.

Corrections for the Prior Year

- ▶ In addition to the items that make up a Local System’s calculated State Aid for a given year, each year’s actual State Aid payments may include adjustments to the prior year’s State Aid calculations in accordance with statutory provisions. The corrections to the 2023/24 payments primarily reflect the recalculation of 2022/23 State Aid based on the incorporation of 2021/22 ADM data in place of 2021/22 Fall Membership and allowing the local effort rate to “float” during the recalculation process.

**PRINCIPAL'S CONTRACT OF EMPLOYMENT
SOUTHERN SCHOOL DISTRICT #1**

THIS CONTRACT is made by and between the **Board of Education of Southern School District #1**, legally known as **Gage County School District No. 34-0001**, and referred to as "the Board" and "the School District" respectively, and **Jeff Murphy**, referred to herein as "the Principal". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Principal shall be employed for 1 year beginning on **August 1, 2024**, and expiring on **July 31, 2025**. During this and any subsequent year under this contract, the Principal shall render at least 220 working days of service in the performance of his duties as Principal. "Working days" typically will not include Saturdays, Sundays, and shall consist of all days except those on which: there are scheduled school holidays and when school is not in session and teachers and/or staff are not required to be at school; school is cancelled; the Principal's illness makes attendance impossible or impracticable; or the Board otherwise excuses the Principal. The Principal agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Principal shall keep complete and accurate records of his working days and shall provide the Superintendent with a report of his accumulated working days at least yearly.

Section 2. Renewal of Contract. Unless the Superintendent recommends the nonrenewal, termination, amendment, and/or cancellation of this contract, the contract will automatically renew for a period of **one contract year**, as defined in Section 1, from and after the expiration date provided in Section 1 of this contract.

Section 3. Salary. The Principal's salary for the contract year shall be \$ _____ which shall be paid in 12 equal monthly installments beginning in the month of **August 2024**. The Board shall not reduce the Principal's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or

the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's employment, if such property or money have not properly been returned to the District. The School District shall withhold other deductions as the Principal and Board may agree.

Section 5. Professional Status. The Principal 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 principal 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 Principal for any service performed prior to the date that he registers his certificate. The Principal 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 6. Principal's Duties. The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Principal 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 Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns to him. By agreement with the Superintendent, 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 7. Nonrenewal, Termination, Cancellation, or Mid-Term Amendment. Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may nonrenew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel, or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal'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 Principal's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal 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.

Section 8. Disability. If the Principal is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than the Principal's then-current, accumulated sick leave, 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 hereunder shall terminate, with the exception of any benefits to be paid to the Principal under any insurance coverage furnished by the School District.

Section 9. Transportation. The Board shall provide the Principal with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board.

Section 10. Fringe Benefits. The Board shall provide the Principal with the following fringe benefits:

a. Health Insurance. Family health insurance that is provided to certificated staff through the District's health insurance carrier.

b. Dental Insurance. Family dental insurance that is available to certificated staff through the District's health insurance carrier.

- c. Sick Leave.** The Principal shall be entitled to 10 days of sick leave per year which may accumulate to a total of 50 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Principal qualifies for disability pay under a long-term disability policy, he shall be required to take the disability pay instead of sick leave pay. The Principal shall keep complete and accurate records of his sick days. The Principal shall not be compensated for unused days of sick leave upon the ending of his employment with the District.
- d. Disability Insurance.** The Principal shall purchase long-term disability insurance from the School District's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- e. Personal Days.** The Principal shall have 3 personal days for the 2024-2025 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. All parties will cooperate in arranging personal time so as to cause the least inconvenience to the normal operation of the District.
- f. Professional Development.** The Principal 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 Principal's membership in the following organizations: Nebraska Council of School Administrators (NCSA), Nebraska State Association of Secondary School Principals (NSASSP), Nebraska Association of Elementary School Principals (NAESP), and Nebraska State Interscholastic Athletic Administrators Association (NSIAAA), National Interscholastic Athletic Administrators Association (NIAAA), and Nebraska Coaches Association (NCA).
- h. Bereavement Leave.** The Principal shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave

policy, the Principal will be allowed up to 3 days of paid bereavement leave per year.

- i. **Cell Phone.** The Principal 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 Principal up to a maximum of \$100 per month for the actual cost of a cellular phone service plan and the district will provide the Principal with a stipend every two years to cover the expense of purchasing a cell phone.

Section 11. Residence/Domicile in School District. The Principal shall have his domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Principal under the terms of this contract; and, the Principal 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. If the Principal is in his first year of employment with the District and does not have his domicile and principal place of residence within the District at the time of his employment, the Principal shall move his domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Principal's first duty day under this contract. It is the purpose of this paragraph to require the Principal to, at all times during such employment, live and maintain his domicile and principal place of residence in the District to encourage the Principal: (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 School District; (3) to be involved in school and community activities bringing his 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 Principal; 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 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Principal from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Evaluation. The Superintendent shall evaluate the Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

Section 14. Legal Actions. The Board will support the Principal if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his performance of his duties or his position as Principal 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 Principal agrees that, at the request of the Board or Superintendent, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Principal is able to perform the "essential functions" of his position.

Section 16. 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 17. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board.

Section 18. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

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

Executed by the Board this 12 day of February, 2024.

President, Board of Education

Secretary, Board of Education

Executed by the Principal this 12 day of February, 2024.

Principal

PRINCIPAL'S CONTRACT OF EMPLOYMENT SOUTHERN SCHOOL DISTRICT #1

THIS CONTRACT is made by and between the **Board of Education of Southern School District #1**, legally known as **Gage County School District No. 34-0001**, and referred to as "the Board" and "the School District" respectively, and **Kane Hookstra**, referred to herein as "the Principal". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Principal shall be employed for 1 year beginning on **August 1, 2024**, and expiring on **July 31, 2025**. During this and any subsequent year under this contract, the Principal shall render at least 220 working days of service in the performance of his duties as Principal. "Working days" typically will not include Saturdays, Sundays, and shall consist of all days except those on which: there are scheduled school holidays and when school is not in session and teachers and/or staff are not required to be at school; school is cancelled; the Principal's illness makes attendance impossible or impracticable; or the Board otherwise excuses the Principal. The Principal agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Principal shall keep complete and accurate records of his working days and shall provide the Superintendent with a report of his accumulated working days at least yearly.

Section 2. Renewal of Contract. Unless the Superintendent recommends the nonrenewal, termination, amendment, and/or cancellation of this contract, the contract will automatically renew for a period of **one contract year**, as defined in Section 1, from and after the expiration date provided in Section 1 of this contract.

Section 3. Salary. The Principal's salary for the contract year shall be \$ _____ which shall be paid in 12 equal monthly installments beginning in the month of **August 2024**. The Board shall not reduce the Principal's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or

the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's employment, if such property or money have not properly been returned to the District. The School District shall withhold other deductions as the Principal and Board may agree.

Section 5. Professional Status. The Principal 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 principal 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 Principal for any service performed prior to the date that he registers his certificate. The Principal 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 6. Principal's Duties. The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Principal 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 Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns to him. By agreement with the Superintendent, 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 7. Nonrenewal, Termination, Cancellation, or Mid-Term Amendment. Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may nonrenew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel, or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal'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 Principal's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal 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.

Section 8. Disability. If the Principal is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than the Principal's then-current, accumulated sick leave, 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 hereunder shall terminate, with the exception of any benefits to be paid to the Principal under any insurance coverage furnished by the School District.

Section 9. Transportation. The Board shall provide the Principal with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board.

Section 10. Fringe Benefits. The Board shall provide the Principal with the following fringe benefits:

a. Health Insurance. Family health insurance that is provided to certificated staff through the District's health insurance carrier.

b. Dental Insurance. Family dental insurance that is available to certificated staff through the District's health insurance carrier.

- c. Sick Leave.** The Principal shall be entitled to 10 days of sick leave per year which may accumulate to a total of 50 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Principal qualifies for disability pay under a long-term disability policy, he shall be required to take the disability pay instead of sick leave pay. The Principal shall keep complete and accurate records of his sick days. The Principal shall not be compensated for unused days of sick leave upon the ending of his employment with the District.
- d. Disability Insurance.** The Principal shall purchase long-term disability insurance from the School District's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- e. Personal Days.** The Principal shall have 3 personal days for the 2024-2025 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. All parties will cooperate in arranging personal time so as to cause the least inconvenience to the normal operation of the District.
- f. Professional Development.** The Principal 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 Principal's membership in the following organizations: Nebraska Council of School Administrators (NCSA), Nebraska State Association of Secondary School Principals (NSASSP), Nebraska Association of Elementary School Principals (NAESP), and Nebraska State Interscholastic Athletic Administrators Association (NSIAAA), National Interscholastic Athletic Administrators Association (NIAAA), and Nebraska Coaches Association (NCA).
- h. Bereavement Leave.** The Principal shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave

policy, the Principal will be allowed up to 3 days of paid bereavement leave per year.

- i. **Cell Phone.** The Principal 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 Principal up to a maximum of \$100 per month for the actual cost of a cellular phone service plan and the district will provide the Principal with a stipend every two years to cover the expense of purchasing a cell phone.

Section 11. Residence/Domicile in School District. The Principal shall have his domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Principal under the terms of this contract; and, the Principal 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. If the Principal is in his first year of employment with the District and does not have his domicile and principal place of residence within the District at the time of his employment, the Principal shall move his domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Principal's first duty day under this contract. It is the purpose of this paragraph to require the Principal to, at all times during such employment, live and maintain his domicile and principal place of residence in the District to encourage the Principal: (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 School District; (3) to be involved in school and community activities bringing his 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 Principal; 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 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Principal from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Evaluation. The Superintendent shall evaluate the Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

Section 14. Legal Actions. The Board will support the Principal if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his performance of his duties or his position as Principal 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 Principal agrees that, at the request of the Board or Superintendent, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Principal is able to perform the "essential functions" of his position.

Section 16. 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 17. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board.

Section 18. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

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

Executed by the Board this 12 day of February, 2024.

President, Board of Education

Secretary, Board of Education

Executed by the Principal this 12 day of February, 2024.

Principal

6027 Field Trips

The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

1. General Conditions

All trips must be pre-approved by the teacher's building principal. Out-of-state and overnight trips require pre-approval by the board. The superintendent and principals will develop guidelines for approval of trips and communicate those guidelines to teaching staff.

2. Parental Permission

Each student must submit a signed parental permission slip prior to being allowed to attend a field trip. A new permission slip must be submitted for each trip. Caregivers, as that term is defined in the Nebraska Strengthening Families Act, shall be permitted to sign parental permission slips.

3. Supervision

Sponsoring teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. Whether paid staff or volunteers, chaperones are prohibited from drinking alcoholic beverages of any kind at any time during any field trip. All chaperones must be at least 21 years of age. Any chaperone who drives students must possess a valid driver's license. Chaperones who drive students in private vehicles must possess adequate insurance coverage. Chaperones do not have any property right in or to a chaperone assignment. The school district may deny or terminate a chaperone assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final. All chaperones must pass a background check prior to them being permitted to attend the event (Unless a chaperone is going for every child and they are just supervising their own child).

4. Student Conduct

Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

Adopted on: 3-11-2019

Revised on: _____

Reviewed on: _____