

**Regular Board Meeting**  
**February 10, 2020, at 7:30 PM**  
**Southern School District**

Notice is hereby given of a meeting of the Board of Education, Southern School District #1 on February 10, 2020, at 7:30 PM at Southern Jr./Sr. High School Board Room in Wymore. A current agenda is also available at the office of the Superintendent.

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

Southern Elementary School

Southern Jr./Sr. High School

U.S. Post Office in Wymore

- I. Call Meeting to Order
  - A. Roll Call
  - B. Notice of Nebraska Open Meetings Act Posted
- II. Approval of Minutes from the January 13, 2020, Regular Board Meeting and Special Board Meeting
- III. Communications, Audiences, and Recognitions
  - A. Public comments will not be received after this period of time. Public comment period is limited to 5 minutes per person and a total of 30 minutes overall.
- IV. Financial Statement: Item for Discussion, Consideration, and/or Action
  - A. Approval of Bills
    1. General Fund, Special Building Fund, Depreciation Fund, and Qualified Capital Purpose Undertaking Fund Claims
    2. Lunch & Activity Claims

- V. Support Service
  - A. Facility Update
  - B. Personnel Items
  - C. Technology Update
- VI. Administrative and Committee Reports
  - A. Student Board Member Report
  - B. Elementary Principal's Report
  - C. Secondary Principal's Report
  - D. Superintendent's Report
- VII. Items for Discussion, Consideration, and/or Action
  - A. Principals' Contracts & Salaries
    - 1. Principals' Contract Extensions
    - 2. Principals's Salaries for 2020-2021
  - B. Classified Salaries for 2020-2021
  - C. Policy Review - 1000 Series & 2000 Series
  - D. Policy 5002.2: Elementary Class Sizes
  - E. Option Enrollment Applications
- VIII. Adjournment

**Notice of Regular Board Meeting**  
**February 10, 2020, at 7:30 p.m.**  
**Southern School District #1**

Notice is hereby given of a meeting of the Board of Education, Southern School District #1 on February 10, 2020, at 7:30 p.m. at Southern Jr./Sr. High School Board Room in Wymore. A current agenda is also available at the office of the Superintendent.

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

Southern Elementary School  
Southern Jr./Sr. High School  
U.S. Post Office in Wymore

- I. Call Meeting to Order
  - A. Roll Call
  - B. Notice of Nebraska Open Meetings Act Posted
- II. Approval of Minutes from the January 13, 2020, Regular Board Meeting
- III. Communications, Audiences, and Recognitions
  - A. Public comments will not be received after this period of time. Public comment period is limited to 5 minutes per person and a total of 30 minutes overall.
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  - B. General Fund, Special Building Fund, Depreciation Fund, and Qualified Capitol Purpose Undertaking Fund Claims
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  - A. Principals' Contracts & Salaries for 2020-2021
  - B. Classified Salaries for 2020-2021
  - C. Policy Review – 1000 Series & 2000 Series
  - D. Policy 5002.2: Elementary Class Sizes
  - E. Option Enrollment Applications
- VIII. Adjournment

The next Regular Board meeting is scheduled for 7:30 p.m., March 9, 2020, at Southern Jr./Sr. High School Board Room 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.



MINUTES  
BOARD OF EDUCATION  
January 13, 2020  
7:30 PM

I. Call Meeting to Order

President Dave Zimmerman called the meeting to order at 7:30 p.m. and the following members were present: Angela Meyer, Betsy Frerichs, Carol Pralle, Dave Zimmerman, Emily Shockley, and Jim Zvolanek. The following administrator was present: Christopher Proski. The following student board member was present: Aryel Lane. The following visitors were present: Joanna Adams, Becky Weyer, Lynn Sabey, Malinda Hock.

Reasonable advance publicized notice of the meeting was given according to law by publishing, a designated method for giving notice of the school district. Reasonable advance notice was simultaneously given to board members and a copy of their acknowledgement of receipt of notice and the agenda attached. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

I.A. Roll Call

I.B. Notice of Nebraska Open Meetings Act Posted

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

II. Approval of Minutes from the December 9, 2019, Regular Board Meeting

Motion to approve the minutes from the December 9, 2020, Regular Board Meeting. This motion, made by Betsy Frerichs and seconded by Emily Shockley, passed.

yes: 6, no: 0

III. Communications, Audiences, and Recognitions

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

Joanna Adams brought up concerns about setting Elementary class sizes and wondered why the policy was brought forth in the first place. Becky Weyer said we have high poverty and high SPED numbers and this policy would limit the district and not do what is best for the students. Lynn Sabey talked about how the new required curriculum is harder for students and we need smaller class sizes to accomplish this. Malinda Hock was concerned that some students will be overlooked and our students experience trauma at home on a regular basis. Malinda noted that larger class sizes will make everything harder. Becky Weyer also provided some written comments from 9 other teachers about concerns about larger class sizes.

Dr. Proski thank the staff for providing their input on this delicate matter and he noted that he sent this proposed policy to all teachers in December so they could provide feedback on it.

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

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

Security First Bank, Blue Springs Special Funds: 1.80%

Wymore State Bank, Special Funds: 1.85%

#### IV.A. Approval of Bills

Motion to approve the bills. This motion, made by Jim Zvolanek and seconded by Angela Meyer, passed.

yes: 6, no: 0

Dr. Prosofski noted that we are four months into the fiscal year and the district has received 35% of its revenue and the district has spent 33% of its overall budget. Dr. Prosofski noted the district had to borrow \$300,000 the past two months to cover payroll costs.

#### 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

John Linder provided the school board with a written report over a company installing the new main basketball hoops over winter break, working on the summer maintenance list, and looking to fill the full-time maintenance position.

#### V.B. Personnel Items

Amanda Moniz was recently hired as a part time maintenance staff member and we are still looking to fill a full-time maintenance staff member.

#### V.C. Technology Update

Based on the district's strategic plan for the acquisition of technology to support student learning, the district will make the following purchases in January: 30 laptops for the Elementary School, a cart for the Elementary School, 10 laptops for the Jr./Sr. High School, 3 iMacs for the office staff, and a laptop for the media center.

#### VI. Administrative and Committee Reports

#### VI.A. Student Board Member Report

The student board member reported on the following items: adjusting to winter weather, gave an update on winter activities, the first speech meet of the year, and cheerleaders getting second place at a recent competition.

#### VI.B. Elementary Principal's Report

The elementary principal provided a written report on the following items: current enrollment figures (3-Year-Old Preschool = 9, 4-Year-Old Preschool = 20, K = 26, 1st = 23, 2nd = 23, 3rd = 25, 4th = 19, 5th = 33, 6th = 27), report cards being sent home, Pioneer Instrumental Music Clinic will take place on January 27, we will be hosting Pioneer Conference Basketball on February 3, 4, & 7, Elementary Spelling Bee will take place on February 12, and Kindergarten Parent Orientation will take place on February 19.

#### VI.C. Secondary Principal's Report

The secondary principal provided a written report on the following items: current enrollment figures (7th = 32, 8th = 27, 9th = 32, 10th = 24, 11th = 26, 12th = 39), having 3 out of 4 alternative education spots filled, registering students for classes, Southern's fall Academic All State winners and All State Football winner, offering agriculture classes this spring to students in grades 7-12 (Introduction to Ag., Animal Science, Career Exploitation, & Ag. Business), starting a Future Farmers of America (FFA) program next year at Southern, and one student graduating at midterm.

The school board also reviewed an FFA array and decided to pay the sponsor some extra duty pay next year even though it is not on the 2020-2021 negotiated agreement because it was approved after the staff member was hired. Dr. Prosocki said he would decide on the number of extended days for the FFA sponsors (The state average is around 20 extended days).

#### VI.D. Superintendent's Report

Dr. Prosocki went over the 2020 board election information (February 18, 2020, is the last day for incumbents [Any current office holder] to file for office on the primary ballot and March 2, 2020, is the last day for non-incumbents [New filers] to file for office on the primary election), he said the administration will take part in a book study over the summer months in an effort to grow as a team, he stated that all ESU 5 superintendents met with Senator Myron Dorn and Senator Tom Brandt in an effort to advocate for public schools. Next, Dr. Prosocki went over the winter DIBELS test results, he noted that the administration met with the Nebraska Department of Education to talk about updating the districts Emergency Operation Plans (Local law enforcement will also help with this process). Dr. Prosocki gave the school board an update of the 106th Legislature, 2nd Session and noted that Nebraska currently ranks 49th in the country in the percentage of K-12 public education funding that comes from the state. He also said there is a proposal to lower ag land value from 72% of actual value to 55% of actual value. Dr. Prosocki noted that if this bill passes, Southern would lose over \$100,000 in revenue because we are at the legal mill levy limit of \$1.05 and we cannot raise our levy to make up the difference in lost revenue like the surrounding districts can. Under this proposal, 29 school districts would experience a \$4.6 million-dollar revenue shortfall because the increased state aid would not offset the loss in tax revenue from lowering ag land valuation. Next, Dr. Prosocki said that he was elected as the MUDECAS president for the 2021-2022 school year, he reminded the school board about the spring NRCSA conference, he went over some highlights from NCSA ambassador presentation, he gave the board an update on transition of Perkins IV funds to Perkins V funds, and he presented the school board with his work and sick days for the second quarter. Lastly, Dr. Prosocki and Dave Zimmerman went over an opposition letter they sent to Myron Dorn opposing LB 147, which allows teachers to use physical force against a student in almost any situation. Dr. Prosocki noted that all teachers in Nebraska can use physical force as a last resort measure to break up a fight, to protect themselves from a student, and to stop a student from harming themselves. He noted that he went over these parameters with all staff members on the first day they reported in August and he is against allowing teachers more latitude to use force that does not keep the best interest of students in mind. It also opens the door to possible litigations against the district and creates a culture of violence and fear within the school buildings. From a parent's perspective, Dr. Prosocki is afraid of copycat instances that could occur in the years ahead if this type of culture is instilled in student's minds at a young age. Dr. Prosocki noted that school's goal should be to promote a positive school environment and he

would wholeheartedly advocate for a separate bill to fund training for school personnel to help address violent or potentially violent situations in schools across Nebraska.

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

### VII.A. Reorganization of the Southern School Board

#### VII.A.1. Election of Officers

Motion to retain the respective positions on Southern Board of Education. This motion, made by Angela Meyer and seconded by Jim Zvolanek, passed.

yes: 6, no: 0

Dave Zimmerman will serve as the President, Carol Pralle will serve as the Vice-President, and Emily Shockley will serve as the Secretary.

##### VII.A.1.1. President

##### VII.A.1.2. Vice-President

##### VII.A.1.3. Secretary

### VII.B. Appointments

#### VII.B.1. Appoint the District's Non-Discrimination Compliance Coordinator

Motion to appoint Christopher Prosocki as the district's non-discrimination compliance coordinator. This motion, made by Carol Pralle and seconded by Betsy Frerichs, passed.

yes: 6, no: 0

#### VII.B.2. Appoint the Treasurer

Motion to appoint Jane Mallam as the treasurer. This motion, made by Angela Meyer and seconded by Carol Pralle, passed.

yes: 6, no: 0

#### VII.B.3. Authorized a Representative for State & Federal Programs

Motion to appoint Christopher Prosocki as the representative for state & federal programs. This motion, made by Emily Shockley and seconded by Angela Meyer, passed.

yes: 6, no: 0

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

Motion to designate Security First Bank of Blue Springs and Main Street Bank of Wymore as the depository for Southern Public Schools. This motion, made by Jim Zvolanek and seconded by Carol Pralle, passed.

yes: 6, no: 0

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

Motion to designate Wymore Arbor State as the legal newspaper for Southern Public Schools.

This motion, made by Betsy Frerichs and seconded by Angela Meyer, passed.

yes: 6, no: 0

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

Motion to designate KSB School Law as the legal counsel. This motion, made by Jim Zvolanek and seconded by Carol Pralle, passed.

yes: 6, no: 0

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

Motion to publicize meeting of the Southern board of education in accordance with Policy 2008: Meetings. This motion, made by Carol Pralle and seconded by Betsy Frerichs, passed.

yes: 6, no: 0

Based on Policy 2008: Meetings, the board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Notice of regular and special meetings shall be posted in three prominent places within the school district (The Elementary School, Jr./Sr. High School, & U.S. Post Office in Wymore). Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting in a newspaper of general circulation within the district if, in the opinion of the superintendent, it is convenient and useful to do so.

VII.G. Appoint School Board Standing Committees

Motion to retain the respective school board standing committees. This motion, made by David Zimmerman and seconded by Emily Shockley, passed.

yes: 6, no: 0

VII.G.1. American Civics

Carol Pralle, Dave Zimmerman, & Emily Shockley will serve on the American civics committee.

VII.G.2. Building & Grounds

Betsy Frerichs, Dave Zimmerman, & Jim Zvolanek will serve on the building & grounds committee.

#### VII.G.3. Finance

Betsy Frerichs, Dave Zimmerman, & Jim Zvolanek will serve on the finance committee.

#### VII.G.4. Negotiations

Dave Zimmerman, Emily Shockley, & Jim Zvolanek will serve on the negotiations committee.

#### VII.G.5. Policy

Angela Meyer, Dave Zimmerman, & Emily Shockley will serve on the policy committee.

#### VII.G.6. Transportation

Angela Meyer, Carol Pralle, & Dave Zimmerman will serve on the transportation committee.

#### VII.H. Policy Review - Policy 2006: Complaint Procedure & Policy 2012: Code of Ethics

The school board reviewed Policy 2006: Complaint Procedure & Policy 2012: Code of Ethics.

#### VII.I. Policy 5002.2: Elementary Class Sizes

Motion to table Policy 5002.2: Elementary Class Sizes. This motion, made by David Zimmerman and seconded by Emily Shockley, passed.

yes: 6, no: 0

Dr. Prosocki noted that the district's revenue is going down and the district's expenditures (staff raises and staff benefits) are going up. Over 85% of the district's budget is personnel costs and the other 15% are fixed costs like utilities, bussing, etc. He wished the state of Nebraska would fulfil their legal obligation and provide adequate funding to public schools across Nebraska. He noted that Southern is in a different financial situation than the rest of the area district because we are at the legal mill levy and we do not have the ability to raise our levy when our revenue goes down. Dr. Prosocki noted that we had 503 students at Southern during the 2003-2004 school year and we have 390 students at Southern during the 2019-2020. Dr. Prosocki also noted our SPED numbers have decreased in recent years (26% SPED rate in 17-18 and 19% SPED rate in 19-20).

In Rule 10 (Accreditation requirements for public schools in Nebraska), it recommends one teacher per every twenty-five students in grades K-12. In Policy 5002.2: Elementary Class Sizes, it states that kindergarten will have a maximum of twenty students per class, first grade will have a maximum of twenty-two students per class, and second grade through sixth grade will have a maximum of twenty-five students per class.

In the policy it states that if the class and/or grade numbers drop, the district will endeavor to make all personnel changes through attrition. Under this policy, no one would be in jeopardy of losing their job. If a teacher moved to a different position in another district or retired, then we would look at student numbers (And other factors such as SPED numbers, behavioral factors, and poverty factors) and decide if we would fill the position or not. In the policy it also states that the administration has the power to adjust the maximum totals listed above based on special education numbers, social and emotional factors, and student socioeconomic factors. The board discussed the positives and the negatives of this policy and decided to table it until the February board meeting.

#### VII.J. Option Enrollment Applications

#### VIII. Adjournment

Motion to adjourn the meeting at 9:05 p.m. This motion, made by Angela Meyer and seconded by Jim Zvolanek, passed.  
yes: 6, no: 0

The next Regular Board meeting is scheduled for 7:30 p.m., February 10, 2020, at Southern Jr./Sr. High School Board Room 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

MINUTES  
BOARD OF EDUCATION  
January 13, 2020  
6:45 PM

I. Call Meeting to Order

President Dave Zimmerman called the meeting to order at 7:30 p.m. and the following members were present: Angela Meyer, Carol Pralle, Dave Zimmerman, Emily Shockley, and Jim Zvolanek. The following administrator was present: Christopher Proski. The following visitor was present from the Nebraska Association of School Boards: Kori Stanosheck.

Reasonable advance publicized notice of the meeting was given according to law by publishing, a designated method for giving notice of the school district. Reasonable advance notice was simultaneously given to board members and a copy of their acknowledgement of receipt of notice and the agenda attached. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

I.A. Roll Call

I.B. Notice of Nebraska Open Meetings Act Posted

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

I.C. Strategic Planning Work Session - Nebraska Association of School Boards

Kori Stanosheck, from the Nebraska Association of School Boards, conducted a strategic planning work session with the school board. She presented the school board will all of the findings from both the meetings and the surveys. Some themes that emerged were expanding extracurricular activities (FFA, Agriculture, Industrial Technology, and Economics), the possibility of a before and after school program, improve communication, expand social/emotional support, more college and career ready courses, preparation courses, exploration courses and life skill courses, teacher collaboration time, and additional paraeducators.

II. Adjournment

Motion to adjourn the meeting at 7:28. This motion, made by Carol Pralle and seconded by Emily Shockley, passed.

Betsy Frerichs: Absent, Angela Meyer: yes, Carol Pralle: yes, Emily Shockley: yes, David Zimmerman: yes, Jim Zvolanek: yes  
yes: 5, no: 0, Absent: 1

The next Regular Board meeting is scheduled for 7:30 p.m., January 13, 2020, at Southern Jr./Sr. High School Board Room in Wymore. The Board of Education will usually adhere to the sequence of the published agenda, but reserves the right to adjust the order of items if necessary and may elect to amend the agenda as deemed necessary.

BY

President of the Board of Education  
of this School District

ATTEST

Secretary of the Board of Education  
of this School District

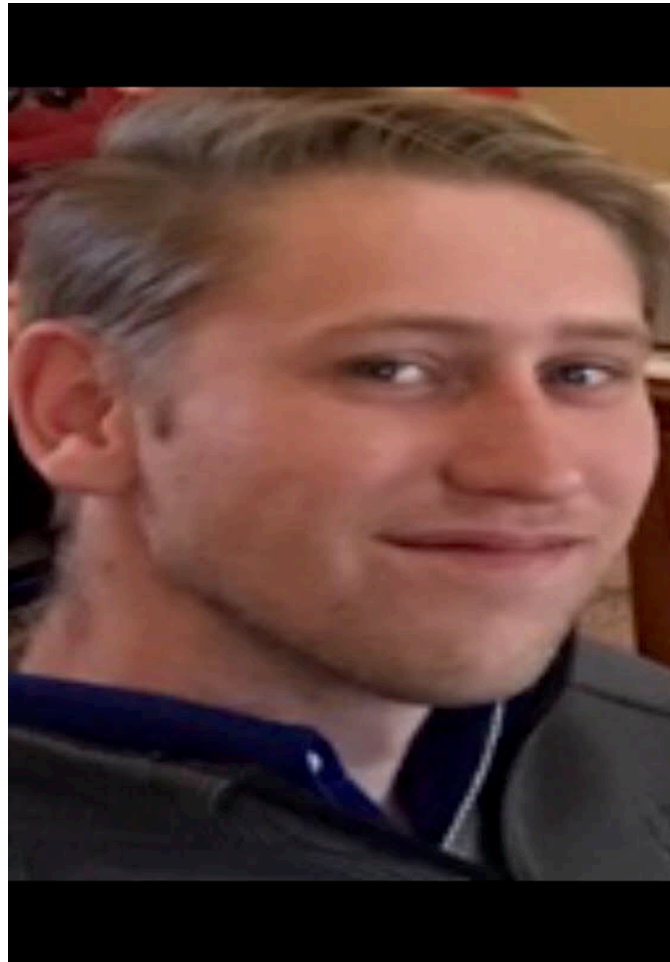
## **PUBLIC PARTICIPATION**

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

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

### **Cody McKinney – Full Time Maintenance Staff Member**

My name is Cody McKinney. I spent my early years attending Nebraska City Public Schools. We ending up moving and I graduated from Beatrice High School. I had the pleasure of working with my dad in the family business, McKinney construction. Needing a change, I worked at local Beatrice businesses. I enjoy spending time with my family and my dog, Daisy. I love the Huskers, boating, fishing, reading sci-fi fiction, and listening Electronic Dance Music. I'm excited for this new opportunity and look forward to working with you.



# SOUTHERN PUBLIC SCHOOLS

115 S. 11th Street Box 237 Wymore, NE 68466

Phone: 402.645.3326 Fax: 402.645.8049

<http://www.southernschools.org>

## Administration

Dr. Christopher Prosocki – Superintendent  
Jeff Murphy – Secondary Principal  
Jerry Rempé – Elementary Principal

## Board of Education

Dave Zimmerman – President  
Carol Pralle – Vice President  
Emily Shockley – Secretary  
Angela Meyer  
Betsy Frerichs  
Jim Zvolanek

Dear School board and Administrators,

Maggie has made a huge impact on the students of Southern High School, she is always a joy to be around and an inspiration to us all. Maggie always puts a smile on our faces and comforts us from daily stresses from our school and home lives. Mags can be a little mischievous but she works hard to keep us happy, we think it's cute. Whenever we are in a really bad mood or whenever we were crying, we just pet Mags and spend time with her. Magadoodle makes us feel better. Seeing Maggie in school allows us to feel more comfortable with our environment, giving us the feeling of being safe and protected. Maggie always brings a smile to our faces no matter how bad of a mood we're in. Mags makes sure people are ok, she is very entertaining to watch when she is trying to get her mom to play or notice her. Sometimes we are scared or irritated but Maggie still gets our attention. Mags taught some of the students how to be kind and help others when others need it. Even taught some students to calm down in a certain class environment. Maggie is a young goofy pup that loves pets, learning new tricks and she will do anything for a treat. Just ask Randy or the Custodians, Maggadoodle barks at the janitors all the time. Maggie has figured out that if she barks she gets a really good treat. Mrs. McKinney thinks this is a problem but we love it. It's amusing. Maggie is a quirky dog with a great personality. She is a good entertaining young pupper.

Thank you for giving us the opportunity to allow a therapy dog at our school. We are blessed to have Maggie here. It's been an amazing year with Maggie. We would love to see more therapy dogs in the building someday.

Sincerely,

Students of Southern Public Schools



# SOUTHERN PUBLIC SCHOOLS

115 S. 11th Street Box 237 Wymore, NE 68466

Phone: 402.645.3326 Fax: 402.645.8049

<http://www.southernschools.org>

## Administration

Dr. Christopher Prosocki – Superintendent  
Jeff Murphy – Secondary Principal  
Jerry Rempe – Elementary Principal

## Board of Education

Dave Zimmerman – President  
Carol Pralle – Vice President  
Emily Shockley – Secretary  
Angela Meyer  
Betsy Frerichs  
Jim Zvolanek

January 20, 2020

Dear Revenue Committee:

Educational Service Unit #5 currently serves 10 districts across the southeast region of Nebraska. There are over 5,299 students that are served by roughly 459 teachers throughout these districts. The current composition of Educational Service Unit #5 includes the following districts: Beatrice Public Schools, Bruning-Davenport Unified School District, Deshler Public Schools, Diller-Odell Public Schools, Fairbury Public Schools, Freeman Public Schools, Meridian Public Schools, Southern School District, Thayer Central Community Schools, and Tri County Public Schools. All of the ten school districts and Educational Service Unit #5 in Beatrice are coming together in opposition to LB 974. We have appreciated your efforts to provide meaningful property tax relief, but LB 974 falls short of meeting the needs of students and staff across these ten diverse districts for a number of reasons.

LB 974 is another example of a legislative bill that intends to erode local control from the elected officials across Nebraska. Elected school boards know firsthand the unique needs of their students and their districts. Schools currently have both levy lids and spending caps that locally elected boards have to abide by on a yearly basis. Reducing the special building fund from \$0.14 to \$0.06 and not allowing new construction to occur without a vote of the people is very problematic. Schools currently use the special building fund to guarantee they can keep up with general maintenance, improve structures, and provide buildings that are conducive to learning. This fund is already within the levying lid.

In LB 974, the use of the Consumer Price Index (CPI) is unsettling from a budgeting standpoint because it is not a good measure of what districts spend their money on and it fluctuates from year to year. CPI is tied to household goods, which is very different from what the majority of school spending is on, such as structures, insurance, and labor. The spending needs of a district could be higher than CPI and school spending should be determined by locally elected school boards. In addition, the majority of the funding for LB 974 comes from forecasted revenue and not actual revenue. This is not a sustainable practice and it is not a prudent fiscal decision.

Schools budgets are already strained and this new legislation will require drastic cuts to schools across Nebraska if forecasted revenue does not come in as predicted.

The switch from Tax Equity and Educational Opportunities Support Act (TEEOSA) to foundational aid in theory is a reasonable idea. The problem that schools will face is that the state is not going to provide enough funds per student to make the new initiative work. Based on initial figures of LB 974, there will be over a \$4.6 million-dollar shortfall with this proposal for districts that are close to, or at the legal mill levy limit. The increased state aid provided through this bill will not offset the loss in tax revenue from lowering agriculture land valuations and schools are skeptical that the transition aid will make up the difference in the years ahead. The current bill also reduces unused budget authority back to current year expenditures, which penalizes districts for being effective and efficient with their budgets.

Lastly, any proposed bill that makes drastic changes to how schools are funded in Nebraska should involve all constituents. This bill was crafted without consulting small and large school superintendents, former superintendents, and the Nebraska Department of Education.

Together we can achieve outstanding student outcomes for all students across Nebraska, but LB 974 is not a realistic or a sustainable bill. It puts the quality of education in jeopardy for thousands of students across Nebraska.



Dr. Christopher Prososki  
Superintendent



## COLLABORATION MEMBERS

Nebraska Council of School Administrators

Nebraska Association of School Boards

Nebraska State Education Association

Schools Taking Action for Children's Education (STANCE)

Greater Nebraska Schools Association

Nebraska Rural Community Schools Association

Educational Service Units Coordinating Council

Stand For Schools

## Collaboration Opposition to LB 974

1. LB 974 relies on unsustainable funding. The proposal is expected to cost more than the projected surplus, and as there is no new revenue tied to the package, state budget cuts will be required when surplus revenues have been exhausted or fail to materialize. The Legislative Fiscal Office estimates the foundation aid component of the bill is projected to cost the state nearly \$715 million in year three while reducing equalization aid by more than \$536 million.

2. LB 974 will result in reduced revenue for schools. Reducing the taxable value of real property will cause some school districts to lose more in property tax revenue than they will receive in state aid. Other provisions in the bill restrict a school's ability to raise revenue locally to offset that loss. Many larger schools won't be able to recoup their lost property tax revenue through increased state aid because of limiting spending growth to the consumer price index. Those schools will see their growth constrained going forward if funding is linked to an inappropriate inflationary measure such as CPI. Coupled with the elimination of the averaging adjustment, large, low-cost-per student schools will see their revenue slashed.

3. LB 974 will result in less stable revenues for schools. LB 974 results in less stable revenue for schools by shifting funding from a stable revenue source -- property taxes -- to a historically unstable source -- state aid. Further, chaining both spending growth and the maximum levy to the consumer price index (CPI) will result in unpredictable spending and levying ability. CPI has no relation to how schools spend money (largely concentrated in labor services), changes annually, and is unpredictable -- making it difficult for schools to budget and plan for major expenditures. With less budget flexibility, school districts will likely budget to the maximum allowed to cushion for future year volatility in the CPI.

4. LB 974 will increase costs to schools. Placing barriers on funding for construction and expansion projects by reducing the maximum building fund levy from \$0.14 to \$0.06 and requiring bonds will increase schools' use of bonds to fund projects. This will increase their costs.

5. Transitional aid is not sufficient. Under LB 974, transitional aid is available for three years and is not guaranteed for any school at any amount. Transitional aid is only intended to replace lost spending ability relative to the prior year; it does not allow for the growing needs of a district. Transitional aid is only available to school districts with a \$1.05 levy and would only bring a qualifying district to the same budget of disbursements as the prior year in year one.

6. LB 974 further limits local control. Schools are already subject to tax and spending lids; adding stricter limitations will make it more difficult for schools to provide a quality education. Locally elected school board members are responsible to their citizens for local tax rates. LB 974 would severely limit local control by giving school district leadership very little flexibility as to how they can use revenue and make planning for future needs more complicated. Moreover, resetting unused budget authority to the current year will punish those school districts that have kept expenses down in recent years. The number of students who face disadvantages or have special needs varies by district, so funding should be targeted to school districts with the highest need and fewest resources - as the TEEOSA formula currently provides.

## **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, 2020**, and expiring on **July 31, 2021**. 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 legal holidays, but it shall include all days on which the Principal actually and necessarily completes his contractual duties. 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 2020**. 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 2020-2021 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 \$50 per month for the actual cost of a cellular phone service plan and the district will provide the Principal with a stipend every three 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 \_\_\_\_ day of February, 2020.**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

**Executed by the Principal this \_\_\_\_ day of February, 2020.**

\_\_\_\_\_  
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 **Jerry Rempe**, 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, 2020**, and expiring on **July 31, 2021**. 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 legal holidays, but it shall include all days on which the Principal actually and necessarily completes his contractual duties. 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 2020**. 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 2020-2021 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 \$50 per month for the actual cost of a cellular phone service plan and the district will provide the Principal with a stipend every three 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 \_\_\_\_ day of February, 2020.**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

**Executed by the Principal this \_\_\_\_ day of February, 2020.**

\_\_\_\_\_  
Principal

## **1001 General Policy Statement**

The organization, management, and control of this school district is vested in its board of education ("board"). To guide the board and school district operations, and to assist it and its designees in carrying out duties, the board will establish, maintain, and amend a set of policies.

Written board policies serve the following purposes:

1. Formally articulating the board's goals and long-term objectives.
2. Providing district administrators and staff with guidance in making decisions that affect students, employees and patrons of the district.
3. Informing the public of the manner that the board and district will conduct its business and its relationships with staff, pupils, parents and patrons.

To avoid unnecessary rigidity, these policies are stated in general terms. With the exception of statutory requirements or instances when the specific application of a policy is essential to the long-term welfare of the district, these policies are intended to provide administrators with the flexibility to apply them to a wide range of situations.

The policies are not the only guidelines for district operations. Specific regulations, procedures, and practices also help guide and govern actions and decisions. They must be consistent with policies, but serve a different purpose.

### **Exceptional Circumstances**

The board cannot foresee every situation that may arise, and circumstances will occur when these policies provide inadequate guidance. In such circumstances, the superintendent should use his or her best judgment, and communicate with the board about the situation as soon as is convenient.

## **Validity of Policies**

Each policy and its provision should be interpreted so that it is valid under applicable law. If a court determines that a provision of a policy is invalid, such invalidity shall not affect the remaining provisions of that policy.

Adopted on: 6-11-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**1002**  
**Creation, Amendment, and Distribution of Board of Education Policies**

Each of these policies shall become the official policy of the school district when the board has approved it by majority vote of the members present at any lawfully convened meeting of the board.

It shall generally be the practice of the board to adopt or amend any policy after a single reading at any regular or special board meeting. However, the board may, in its discretion, review policies at multiple meetings prior to taking action.

Each policy shall bear the date when it was adopted, revised or reviewed.

The superintendent shall distribute copies of these policies to all members of the board, maintain a master copy in the central office, and see to it that the policies are maintained on the school district's web site.

**Annual Review**

The board shall review all policies at least once every three years. Nebraska statutes require an annual review and/or hearing to solicit public comment on these specific policies:

Parental Involvement Policy

Title I Parental Involvement Policy

(NOTE: These first two are distinct parental involvement policies, and both must be reviewed annually.)

Student Fees Policy

Bullying

Multicultural Education

Student Assessment

Teacher Evaluation

Student Academic Performance

## Safety and Security Committee

### Attendance and Excessive Absenteeism

The board may update or add policies as needed. The board shall determine the number of copies of policies to be made and their distribution. The superintendent shall maintain an up-to-date master copy of the policies in the main administrative office. Unless otherwise directed by the board, the master copy shall be considered the official district policy manual.

Adopted on: 6-11-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**1003**  
**Mission Statement**

The Southern School District, in cooperation with families and communities, prepares students through educational experiences, to be responsible, respectful and safe citizens in our continually changing world.

**Belief Statements**

**The School Will:**

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

**The Students Will:**

- Learn the value of leadership and how to be independent thinkers.
- Become confident and goal-oriented lifelong learners in college and career readiness skills.
- Be confident in their abilities, recognize their accomplishments, and learn from their experiences.

Southern School District #001  
School Improvement Steering Committee

Adopted on: 6-11-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **1003 Mission Statement**

### **Vision**

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

### **Mission**

Every Student, Every Day, the Southern Way

### **Belief Statements**

#### **The School Will:**

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

#### **The Students Will:**

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

#### **The Community Will:**

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

## **School Improvement Goals**

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

Southern School District #1  
School Improvement Steering Committee

Adopted on: 6-11-2018

Revised on: 2-10-2020

Reviewed on: \_\_\_\_\_

## **2001 Role of the Board of Education**

The board of education (board) is charged by the Legislature with the duty of providing public elementary and secondary education to the citizens of the district. The Legislature has also created the State Board of Education and the State Department of Education, and has delegated certain regulatory and advisory functions to them. The board is responsible to these agencies as specified by law.

The board's primary duties are: (1) to establish a mission, goals, and policies; (2) to establish and maintain school facilities; (3) to select a superintendent; (4) to adopt a fiscally responsible budget; and (5) to evaluate programs.

### **1. Establishment of Mission, Goals and Policies**

The board shall concern itself with broad questions of mission, goals and policy, rather than administrative details. The application of policies is an administrative task to be performed by the superintendent of schools and his or her administrative staff, who shall be held responsible for the effective administration and supervision of the entire school district.

### **2. Establishment and Maintenance of School Facilities and Other Resources**

The board is the legal agency through which the community works to provide the physical facilities, curriculum, instructional supplies and staff to enable the district's mission and objectives to be carried out. The board will establish and maintain school facilities necessary to educate the students of the district.

### **3. Selection of the Superintendent of Schools**

The board will employ a superintendent of schools as the chief executive to whom it will delegate the administration of the school program. As the chief administrator for the board, the superintendent will implement board policies and supervise the day-to-day operation of the school system. The superintendent will keep the board informed of the implementation of the plans and policies, and will recommend changes to policies as necessary. The superintendent will furnish educational leadership to the board, the school staff, and the community.

### **4. Fiscally Responsible Budget**

The board will annually adopt a fiscally responsible budget that will permit the district to accomplish its goals and objectives. The management of the financial program and the development of the proposed budget for the district is delegated to the superintendent.

The board will work for adequate and dependable financial support of the public schools, promotion of effective and efficient organization, and administration of the district.

#### 5. Evaluation of Program

The board will evaluate, or cause to be evaluated, the progress and results of the educational program on a continuous basis. In making these evaluations, the board will seek and give appropriate weight to the superintendent's analysis and recommendations.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2002 Organization of the Board**

### **1. Membership, Term and Election**

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

### **2. Internal Organization and Officers**

#### **a. President**

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

#### **b. Vice President**

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

#### **c. Secretary**

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.
- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the

proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. A treasurer from the board will be designated on a year-to-year basis.
- ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.
- v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
  - i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.
  - ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve

as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

- iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

#### 4. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:
  - i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
  - ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
  - iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
  - iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
  - v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;

- vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
- vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
  - 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
  - 2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
  - 3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and
- viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

## 5. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
  - i. A member submits his or her formal resignation from the board.
  - ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.

- iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
  - iv. Such other reasons as are set forth in Nebraska statutes.
- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.
  - c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: 7-9-2018

Revised on: 6-10-2019

Reviewed on: \_\_\_\_\_

**2003**  
**Development and Education of Board Members**

1. New Board Member Orientation
  - a. All new board members are strongly encouraged to attend new board member training and workshops.
  - b. Sitting board members and the superintendent will assist each new member-elect to understand the board's functions, policies, and procedures before he or she takes office.
  
2. Ongoing Development and Education
  - a. Board members provide the most effective service to the district when they are continuously updated on educational and legal issues. Attendance at meetings directly or indirectly related to education or school matters is encouraged for the value they have to the school system and the professional growth of board members.
  
  - b. Board members are encouraged to engage in continuing education such as:
    - i. Participation in local, regional and state conferences and workshops such as meetings of the Nebraska Association of School Boards, the Nebraska Rural Community Schools Association, and the Nebraska Council of School Administrators.
    - ii. Participation in legislative sessions and related activities.
    - iii. Participation in national conventions such as the National School Boards Association and/or the American Association of School Administrators on a rotating basis among the members.
    - iv. Examination of other school facilities and their programs.

The superintendent shall notify board members of all relevant conferences and workshops, other local and regional meetings, and/or in-service activities.

Board members should refer to Policy 2007 for information on reimbursement for attendance at continuing education and training.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2004  
Oath of Office**

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I, ....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2005 Conflict of Interest**

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:
  - a. Business with which a board member is associated shall include the following:
    - (1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
    - (2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.
  - b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
  - c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.
1. Contracts with the School District.
  - a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in

any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
  - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
  - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
  - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

## 2. Contracts with Board Member's Immediate Family.

- a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:
  - (1) All district employees.
  - (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

## 3. Employing Members of the Immediate Family.

- a. A board member may recommend for employment or supervise the employment of an immediate family member if:
  - (1) The board member does not abuse his or her position.
  - (2) Abuse of official position shall include, but not be limited to, employing an immediate family member:
    - (i) who is not qualified for and able to perform the duties of the position;
    - (ii) for any unreasonably high salary;
    - (iii) who is not required to perform the duties of the position.
  - (3) The board makes a reasonable solicitation and consideration of applications for employment.
  - (4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.
  - (5) The board approves the employment or supervisory position.

b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:

(1) a public official, public employee, or candidate.

(2) a member of the immediate family of an individual listed in Subparagraph 'a' above.

(3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.

c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.

d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

5. Conflict of Interest Relating to Campaigning or Political Issues

a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or

election of a candidate or the qualification, passage, or defeat of a ballot question.

- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
  - (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
  - (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

## 6. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
  - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
  - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

## 7. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
  - (1) The names of the contracting parties.
  - (2) The nature of the interest of the board member in question.
  - (3) The date that the contract was approved.
  - (4) The amount of the contract.
  - (5) The basic terms of the contract.
- b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2006 Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

- d) Complaints involving discrimination or harassment on the basis of race, color, national origin, gender, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the staff member involved.
    - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant to determine:
    - 1) All relevant details of the complaint;
    - 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in

writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.

4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint he or she may appeal the decision to the superintendent.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
  - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
  - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.
  
5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint he or she may appeal the decision to the board.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
  - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.

- d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
  - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the

educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: 7-9-2018

Revised on: 6-10-2019

Reviewed on: \_\_\_\_\_

**2007**  
**Reimbursement and Miscellaneous Expenditures**

1. Board members, employees, and volunteers of the school district are expected to maintain and enhance their effectiveness by being well-informed on issues affecting education. They are encouraged to attend education workshops, conferences, training programs, official functions, hearings, and meetings sponsored by the school district or state and national educational organizations which are helpful to them in performing their duties or which are in the best interests of the school district.
  
2. This board hereby gives prior approval for board members to attend meetings described in the preceding paragraph. Upon approval by the board president, or the superintendent or designee when the board president is unavailable, such board members may attend authorized meetings without further action or approval by the board, and shall be paid or reimbursed for registration costs, tuition costs, fees or charges, travel expenses, and costs of meals and lodging as permitted by law.
  - a. The superintendent or the superintendent's designee may authorize employees and volunteers to attend meetings described in the first paragraph and may authorize the payment of such registration costs, tuition costs, fees, charges, travel expenses, costs of meals, and/or costs of lodging as he or she deems appropriate and as permitted by law.
  
  - b. Expenses for attendance at any of the above activities shall be paid by the school district as allowed by law. The Board shall pay or reimburse attendees for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that such reimbursement is permitted by law.
  
  - c. The board authorizes the expenditure of funds for non-alcoholic beverages for individuals attending public meetings of the board and non-alcoholic beverages and meals for individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, and for any volunteers during or

immediately following their participation in any activity approved by the board.

- d. It is in the best interest of this school district to recognize service by board members, employees, and volunteers. The board authorizes the president, superintendent or the superintendent's designee to determine when and to whom plaques, certificates of achievement, flowers or other items of value should be granted, provided that no such plaque, certificate, flowers or other item of value shall cost more than \$100.00.
  
- e. Funds may be spent for one recognition dinner each year for elected and appointed officials, employees or volunteers of the school district. The maximum cost per person for such a dinner shall not exceed \$50.00.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2008 Meetings**

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

### 1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

### 2. Notice

**Posting in 3 Locations & Local Paper:** The board shall give reasonable advance publicized notice of the time and 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 to the public. Notice of regular and special meetings shall be posted in three prominent places within the school district (Elementary School, Jr./Sr. High School, & U.S. Post Office in Wymore). Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting in a newspaper of general circulation within the district if, in the opinion of the superintendent, it is convenient and useful to do so.

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 of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. 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 no later than the end of the next regular business day.

### 3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay and the updated date, time, and location of the postponed meeting to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and may be published on the school district's website.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2009**  
**Public Participation at Board Meetings**

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not 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. However, the board may require members of the public desiring to address the board to identify themselves.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2010**  
**Preparation for Board Meetings**

The superintendent will create the agenda and board packet in consultation with the board president. The materials will be sent or delivered to each board member in advance of the meeting. Members of the public have no entitlement to place an item on the board's agenda, but may address the board during the next meeting at which the board receives public comment.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2011**  
**Membership in Organizations**

The board may hold membership in organizations approved by the board.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2012 Board Code of Ethics**

The board recognizes that collectively and individually, all members of the board must adhere to an accepted code of ethics in order to improve public education. Board members must conduct themselves professionally and in a manner fitting of their position.

Each board member shall:

1. Attend all regularly scheduled board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
2. Endeavor to make policy decisions only after full discussion at publicly held board meetings;
3. Render all decisions based on the available facts and his or her independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
4. Encourage the free expression of opinion by all board members, and seek systematic communication between the board and students, staff and all elements of the community;
5. Work with other board members to establish effective board policies and to delegate authority to the superintendent to administer the school district;
6. Communicate expressions of public reaction to the board policies and school program to other board members and the superintendent;
7. Learn about current educational issues by individual study and through participation in seminars and programs, such as those sponsored by the state and national school board associations;
8. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
9. Avoid being placed in a position of conflict of interest, and refrain from using the board member's position on the board for personal or political gain;

10. Refrain from discussing the confidential business of the board in any setting except a board meeting;
11. Refrain from micro-managing the affairs of the school district;
12. Recognize the superintendent as the executive officer of the board;
13. Work constructively and collegially with the other members of the board, students, staff and patrons.
14. Refer complaints to the superintendent or building principal, as appropriate;
15. Always be mindful of his/her fiduciary obligation to the school district, including duties of loyalty and care, by placing the interests of the district above the board member's personal interests.
16. Remember that a board member's first and greatest concern must be the educational welfare of the students attending this district's schools.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2013 Violation of Board Ethics**

The board of education is responsible for enforcing the code of ethics of its members. If any member of the board commits a serious or repeated violation of the code, the board may take any of the following steps:

1. The board president may confer with the board member who has violated the code of ethics in order to:
  - a. Identify the provision of the code that the member has violated;
  - b. Propose how the member can remedy the violation;
  - c. If the board member who violated the code is the board president, the vice president is empowered to confer with the president about the violation.
2. The board may discuss the violation as an agenda item at a meeting to confront the offending board member. However, the board will not enter closed session to hold the discussion of the ethics violation unless the Open Meetings Act authorizes a closed session.
3. The board may vote to publicly censure any board member who commits a serious or repeated violation of the code. The board will pass a censure motion to inform the community that an individual member of the board is not fulfilling the responsibilities for which he or she was elected.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2014**  
**Relationship with District Legal Counsel**

The board will engage legal counsel to assist it and the administration in dealing with legal issues. When the district faces circumstances in which legal counsel may be needed between board meetings, the board president or superintendent may engage legal counsel on the board's behalf.

The superintendent and the board president shall have the authority to contact the school's legal counsel on behalf of the district. The superintendent may give other members of the administration permission to contact the district's legal counsel on an as-needed basis. Individual board members other than the president may not contact the district's legal counsel on behalf of the board without the approval of the board president or a majority of the board.

Any board member who contacts the district's legal counsel without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the district's legal counsel is involved.

Adopted on: 7-9-2018

Revised on: 6-10-2019

Reviewed on: \_\_\_\_\_

**2014**  
**Relationship with School Attorney**

The board of education shall choose an attorney to assist it and the administration in dealing with legal issues.

The superintendent and the board president shall have the authority to contact the school's attorney on behalf of the district. The superintendent may give other members of the administration permission to contact the school's attorney on an as-needed basis. Individual board members other than the president may not contact the school attorney on behalf of the board without the approval of the board president or a majority of the board. Any board member who contacts the school attorney without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the school attorney is involved.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2015**  
**STUDENT MEMBER OF SCHOOL BOARD**

In order to provide the School Board with a greater insight into student activities, programs, and needs; and to encourage student involvement in school district governance activities the board may allow one nonvoting student member(s) on the Board of Education. The role of student member is advisory. The board shall decide whether to have a student member at its regular May board meeting or at such other meeting determined by the board.

**Selection and Term of Student Member**

The student member shall be the student body or student council president, the senior class representative, or a representative elected from and by the entire student body, as designated by the voting members of the School Board.

The term of office will be one school year, beginning on September 1 and ending on June 1.

Student members will not participate in executive or closed sessions.

**Guidelines**

Student members may not introduce motions.

Student members are expected to attend all public meetings of the Board and can be appointed to committees of the Board at the discretion of the president.

The president of the board, in consultation with the Superintendent of Schools, has the right to bar the participation of a student member at the board's discretion. The decision of the board president is final and is not subject to review.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2016**  
**Participation in Insurance Program by Board Members**

Members of board of education may participate in the school district's health and life insurance plans which are provided to school district employees. A board member electing to participate in the insurance program of the school district shall pay both the employee and the employer portions of the premiums to the district in advance of any payments being due from the district to the insurance carrier.

Every three months, the board will place on its agenda a report identifying the board members who have elected to purchase insurance coverage through the district. This report will shall be made available in the school district office for review by the public upon request.

Adopted on: 7-9-2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2017**  
**Indemnification and Liability Insurance**

In addition to circumstances where it is obligated to provide indemnity or procure insurance, the school board has broad authority to purchase insurance or otherwise indemnify school board members, officers, employees, or agents of the school district. The school board will purchase liability insurance and provide indemnification at its discretion and review its current coverages and indemnification obligations when it deems appropriate.

In the event the school district's current insurance, indemnification agreements, contract obligations, or other promises to indemnify do not cover a situation which the school board can agree to cover, the school board may authorize indemnification. The school board may elect to indemnify any board member, officer, agent, or employee if he or she is a party or is threatened to be made a party in any pending or completed suit, proceeding, or any other action, whether criminal, civil, administrative, or investigative, if the individual is involved because of current or past service on the board, employment, or agency relationship with the school district. However, the indemnification and defense will only be considered if such person acted in good faith and in a manner he or she reasonably believed to be in the best interests or not opposed to the best interests of the school district, including in a criminal proceeding if he or she had no reasonable cause to believe the conduct was unlawful.

In circumstances involving employees, the board delegates to the Superintendent the authority to provide the indemnification to the extent the Superintendent is authorized to procure legal services, as long as the indemnification is otherwise consistent with the authority granted under the law.

Adopted on: 6-10-2019

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5002.2 Elementary Class Sizes**

Southern Public Schools is committed to providing an education of high quality to its students in an economically efficient manner. The school district's faculty, facilities, and equipment can serve only a limited number of students effectively. Southern Board of Education, in consultation with the administration, has reviewed the school district's faculty, facilities, equipment, interdisciplinary efforts and interrelationships of grades, subjects, and faculty, and determined the maximum number of students it can serve effectively at any given grade level and in total.

**Numeric Capacity.** The capacity in the following grade levels, programs, classes, and/or school building is as follows:

- Kindergarten – A maximum of 20 students per class.
- First Grade – A maximum of 22 students per class.
- Second Grade through Sixth Grade – A maximum of 25 students per class.

If the class and/or grade numbers drop, the district will endeavor to make all personnel changes through attrition. The board of education may determine that a reduction in force of certificated staff members is appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the school district, increased costs of operating the school district, or another change or changes in circumstances.

The administration has the power to adjust the maximum totals listed above based on special education numbers, social and emotional factors, and student socioeconomic factors.

**Adopted on: 2-10-2020**

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## Guidelines for Elementary Classes

The board of education establishes the following guidelines for elementary classes:

1. The board of education has established basic, but not finite, attendance zones for the elementary schools. A student who has a definite need or requires a definite program may be assigned to a specific elementary school.
2. Parents who move from one attendance zone to another during the school year may at their request leave the student at their present elementary school. Any transportation costs will be the responsibility of the parents.
3. The administration may assign elementary nonresident students to an elementary school, which may have an attendance count, which will best accommodate a student of that age or grade level.
4. The administration will view the numbers, the distribution of students at the various attendance centers and make recommendations relative to staffing. The general rule to follow in determining section / class size is as follows:
  - If overall student numbers at grades K–1 are 130 or more, run 7 sections
  - If overall student numbers at grades K–1 are below 130, administration has the option of going to 6 sections
  - If overall student numbers at grades 2–3 are at 140 or above, 7 sections
  - If overall student numbers at grades 2–3 are below 140, administration has the option of going to 6 sections
  - If overall student numbers at grades 4–5 are above 140, go to 7 sections
  - If overall student numbers at grades 4–5 are at or below 140, administration has the option of going to 6 sections

In the event student distribution is unequal the administration will develop alternatives relative to school assignment. This may require movement of students in order to equalize distribution among classrooms.

Additional Guidelines:

1. Kindergarten numbers will be estimated by Kindergarten Round- Up time in the spring. Administration reserves the right to make school assignments prior to kindergarten enrollment for the purpose of equalizing class size.
2. Transportation expenses incurred by voluntary transfers will be the responsibility of the parents. The district will provide transportation for involuntary transfers.

Policy Approved: 4-13-2009

Revised: 6/12/2017

Category	Southern	Johnson-Brock	Tri County
Enrollment (K-6)	176	179	206
Teachers (Self-Contained)	13	8	13
SPED Teachers	3 (12 on Caseload)	1 (18 on Caseload)	2 (19 on Caseload)
Paras	7	2	6
SPED Rate	20%	10%	18%
Poverty Rate	64%	36%	36%
At the Legal Levy Lid (\$1.05)	Yes	No	No

**Please Note:** All of the staff/student numbers are from the 19-20 school year and all of the SPED/poverty rates are from the 18-19 school year. The ESU #5 average SPED case load is 15 students.

Southern Public Schools		
Grade	Number of Students	Number of Self-Contained Teachers/Sections
K	26	2
1	23	2
2	23	2
3	25	2
4	19	1
5	33	2
6	27	2
<b>Totals</b>	<b>176</b>	<b>13</b>

Johnson-Brock Public Schools		
Grade	Number of Students	Number of Self-Contained Teachers/Sections
K	24	1
1	25	1
2	20	1
3	21	1
4	35	2
5	28	1
6	26	1
<b>Totals</b>	<b>179</b>	<b>8</b>

Tri County Public Schools		
Grade	Number of Students	Number of Self-Contained Teachers/Sections
K	32	2
1	20	2
2	35	2
3	34	2
4	32	2
5	27	2
6	26	1
<b>Totals</b>	<b>206</b>	<b>13</b>

**ESU #5 Comparison  
(Poverty & SPED Percentages)**

<b>District</b>	<b>SPED %</b>	<b>Rank</b>
Deshler	27%	1
Fairbury	24%	2
Beatrice	24%	2
Bruning-Davenport	21%	4
Diller-Odell	20%	5
Meridian	20%	5
<i>Southern</i>	20%	5
Tri County	18%	8
Thayer Central	18%	8
Freeman	14%	10

<b>District</b>	<b>Poverty %</b>	<b>Rank</b>
<i>Southern</i>	64%	1
Meridian	58%	2
Fairbury	54%	3
Beatrice	52%	4
Deshler	42%	5
Tri County	36%	6
Thayer Central	33%	7
Bruning-Davenport	32%	8
Diller-Odell	25%	9
Freeman	16%	10

**Please Note:** All of the SPED/poverty rates are from the 18-19 school year.



# 1 NEBRASKA LEGISLATURE

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## Nebraska Revised Statute 77-3444

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### Chapter 77

#### 77-3444.

##### Authority to exceed maximum levy; procedure.

(1) A political subdivision may exceed the limits provided in section [77-3442](#) or a final levy allocation determination as provided in section [77-3443](#) by an amount not to exceed a maximum levy approved by a majority of registered voters voting on the issue in a primary, general, or special election at which the issue is placed before the registered voters. A vote to exceed the limits provided in section [77-3442](#) or a final levy allocation as provided in section [77-3443](#) must be approved prior to October 10 of the fiscal year which is to be the first to exceed the limits or final levy allocation. The governing body of the political subdivision may call for the submission of the issue to the voters (a) by passing a resolution calling for exceeding the limits or final levy allocation by a vote of at least two-thirds of the members of the governing body and delivering a copy of the resolution to the county clerk or election commissioner of every county which contains all or part of the political subdivision or (b) upon receipt of a petition by the county clerk or election commissioner of every county containing all or part of the political subdivision requesting an election signed by at least five percent of the registered voters residing in the political subdivision. The resolution or petition shall include the amount of levy which would be imposed in excess of the limits provided in section [77-3442](#) or the final levy allocation as provided in section [77-3443](#) and the duration of the excess levy authority. The excess levy authority shall not have a duration greater than five years. Any resolution or petition calling for a special election shall be filed with the county clerk or election commissioner no later than thirty days prior to the date of the election, and the time of publication and providing a copy of the notice of election required in section [32-802](#) shall be no later than twenty days prior to the election. The county clerk or election commissioner shall place the issue on the ballot at an election as called for in the resolution or petition which is at least thirty days after receipt of the resolution or petition. The election shall be held pursuant to the Election Act. For petitions filed with the county clerk or election commissioner on or after May 1, 1998, the petition shall be in the form as provided in sections [32-628](#) to [32-631](#). Any excess levy authority approved under this section shall terminate pursuant to its terms, on a vote of the governing body of the political subdivision to terminate the authority to levy more than the limits, at the end of the fourth fiscal year following the first year in which the levy exceeded the limit or the final levy allocation, or as provided in subsection (4) of this section, whichever is earliest. A governing body may pass no more than one resolution calling for an election pursuant to this section during any one calendar year. Only one election may be held in any one calendar year pursuant to a petition initiated under this section.

(2) The ballot question may include any terms and conditions set forth in the resolution or petition and shall include the following: "Shall (name of political subdivision) be allowed to levy a property tax not to exceed ..... cents per one hundred dollars of taxable valuation in excess of the limits prescribed by law until fiscal year ..... for the purposes of (general operations; building construction, remodeling, or site acquisition; or both general operations and building construction, remodeling, or site acquisition)?" If a majority of the votes cast upon the ballot question are in favor of such tax, the county board shall authorize a tax in excess of the limits in section [77-3442](#) or the final levy allocation in section [77-3443](#) but such tax shall not exceed the amount stated in the ballot question. If a majority of those voting on the ballot question are opposed to such tax, the governing body of the political subdivision shall not impose such tax.









(3) In lieu of the election procedures in subsection (1) of this section, any political subdivision subject to section [77-3443](#) and villages may approve a levy in excess of the limits in section [77-3442](#) or the final levy allocation provided in section [77-3443](#) for a period of one year at a meeting of the residents of the political subdivision or village, called after notice is published in a newspaper of general circulation in the political subdivision or village at least twenty days prior to the meeting. At least ten percent of the registered voters residing in the political subdivision or village shall constitute a quorum for purposes of taking action to exceed the limits or final levy allocation. A record shall be made of the registered voters residing in the political subdivision or village who are present at the meeting. The method of voting at the meeting shall protect the secrecy of the ballot. If a majority of the registered voters present at the meeting vote in favor of exceeding the limits or final levy allocation, a copy of the record of that action shall be forwarded to the county board prior to October 10 and the county board shall authorize a levy as approved by the residents for the year. If a majority of the registered voters present at the meeting vote against exceeding the limits or final allocation, the limit or allocation shall not be exceeded and the political subdivision shall have no power to call for an election under subsection (1) of this section.

(4) A political subdivision may rescind or modify a previously approved excess levy authority prior to its expiration by a majority of registered voters voting on the issue in a primary, general, or special election at which the issue is placed before the registered voters. A vote to rescind or modify must be approved prior to October 10 of the fiscal year for which it is to be effective. The governing body of the political subdivision may call for the submission of the issue to the voters (a) by passing a resolution calling for the rescission or modification by a vote of at least two-thirds of the members of the governing body and delivering a copy of the resolution to the county clerk or election commissioner of every county which contains all or part of the political subdivision or (b) upon receipt of a petition by the county clerk or election commissioner of every county containing all or part of the political subdivision requesting an election signed by at least five percent of the registered voters residing in the political subdivision. The resolution or petition shall include the amount and the duration of the previously approved excess levy authority and a statement that either such excess levy authority will be rescinded or such excess levy authority will be modified. If the excess levy authority will be modified, the amount and duration of such modification shall be stated. The modification shall not have a duration greater than five years. The county clerk or election commissioner shall place the issue on the ballot at an election as called for in the resolution or petition which is at least thirty days after receipt of the resolution or petition, and the time of publication and providing a copy of the notice of election required in section [32-802](#) shall be no later than twenty days prior to the election. The election shall be held pursuant to the Election Act.


(5) For purposes of this section, when the political subdivision is a sanitary and improvement district, registered voter means a person qualified to vote as provided in section [31-735](#). Any election conducted under this section for a sanitary and improvement district shall be conducted and counted as provided in sections [31-735](#) to [31-735.06](#).

(6) For purposes of this section, when the political subdivision is a school district or a multiple-district school system, registered voter includes persons qualified to vote for the members of the school board of the school district which is voting to exceed the maximum levy limits pursuant to this section.

## Source

-  [Laws 1996, LB 1114, § 3;](#)
-  [Laws 1997, LB 269, § 58;](#)
-  [Laws 1997, LB 343, § 1;](#)
-  [Laws 1997, LB 806, § 4;](#)
-  [Laws 1998, LB 306, § 38;](#)
-  [Laws 1998, LB 1104, § 18;](#)
-  [Laws 1999, LB 141, § 13;](#)
-  [Laws 2007, LB289, § 1;](#)
-  [Laws 2018, LB377, § 8.](#)

## Cross References

-  **Election Act**, see section [32-101](#).

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## RESOLUTION ON SCHOOL DISTRICT STANDARDS FOR ACCEPTANCE OR REJECTION OF OPTION ENROLLMENT APPLICATIONS

WHEREAS, Tri County Public Schools is committed to providing an education of high quality to its students in an economically efficient manner; and

WHEREAS, the school district's faculty, facilities, and equipment can serve only a limited number of students effectively; and

WHEREAS, the Tri County Board of Education, in consultation with the administration, has reviewed the school district's faculty, facilities, equipment, interdisciplinary efforts and interrelationships of grades, subjects, and faculty; and has determined the maximum number of students it can serve effectively at any given grade level and in total;

NOW, THEREFORE BE IT RESOLVED that the board adopts the following standards for acceptance or rejection of option enrollment applications:

**Numeric Capacity.** The capacity in the following grade levels, programs, classes, and/or school buildings is as follows:

- Each grade level in grades kindergarten through 6: 36 students
- Each grade level in grades 7, 8, 10, 11, 12: 40 students
- Grade 9: 47 students
- Students in special education programs requiring specific academic, speech, and behavioral support in elementary grades is at capacity.
- Students in special education programs requiring specific academic, speech, and behavioral support in grades 7 through 12 is at capacity

Total enrollment for the school district, K-12: 402 students.

**Programmatic Capacity.** The board declares the following grade levels, programs, classes, and school buildings to be at capacity such that no option applications into any of the following will be accepted:

**Other Standards.** The school district shall not accept an option student when acceptance of the student:

- (a) Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- (b) Would require the procurement of new equipment, technology, or furnishings;
- (c) Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- (d) Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- (e) May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

After the above resolution was read, board member Dustin Gronemeyer moved for passage of the motion. Board member Annette Weise seconded the motion. After discussion, and on roll call vote, the following members voted in favor of the motion: Derrick Dammrow, Dustin Gronemeyer, Annette Weise, Brian Scherling, Doug Stokebrand.

The following members voted against the motion:

The following members did not vote: Brian Quackenbush, absent

Having been consented to by a majority of the voting members, the board president declared the motion to have been passed and adopted.

Dated this 9th day of December, 2019.

  
\_\_\_\_\_  
President, Board of Education