

Board of Education Regular Meeting

6:00 PM

Middle School/High School Media Center
565 Kimmel Street
Osceola, NE 68651-0198

Jennifer Boruch: Present

John Kropatsch: Present

Michael Neujahr: Present

Douglas Rathjen: Absent

Tom Schleif: Present

Darin Sterup: Present

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Schleif called the regular meeting to order at 6:00 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Mrs. Jodie Roberts has given her resignation due to her new job position does not allow for an elected position. Also present were Superintendent Rinehart, MS/HS Principal Maynard, Elementary Principal Webster and Debra Berry.

2.3. Excuse Board Members Who Are Absent

No board members were absent.

3. Approval of Agenda

To approve the agenda as written Passed with a motion by Darin Sterup and a second by Jennifer Boruch.

Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea

4. Recognition of Visitors/Communications from the Public

4.1. Marvin Burbach from Control Services to demonstrate HVAC controls.

Mr. Marvin Burbach from Control Services, Inc. gave a demonstration to the Board about upgrading the HVAC controls. Currently the HVAC system is not working properly due to differences in the controls and the circuit boards. The circuit boards are outdated.

5. Reports

5.1. Principals Reports

5.1.1. Elementary Report

Elementary Principal/Activities Director Brett Webster gave his written and oral report about: NeSA writing tests and MAPs testing are completed; attendance of PTC was almost at 100%; Jump Rope for Heart started today (If \$2,500 is raised, Mr. Webster will kiss a pig!); and the first Transition Team meeting will take place on February 26th. This team will help transition students with needs to the next level of their academic life. On the extra-curricular side of things: Girls Basketball starts sub-districts Tuesday, February 16th, at 7:30PM against Howells Dodge; Boys Basketball wraps up their regular season on Friday, February 19th, then play sub-districts Tuesday, February 23rd; and Little Kids Cheer Camp is scheduled for Friday, February 19th, with a performance at half time. Also, the Speech Team is doing very well, and the Polk County Spelling Bee will be held Tuesday, February 16th. Congratulations to Macy Gustafson for scoring her 1000th point at the Saturday, February 13th, basketball game!

5.1.2. MS/HS Report

MS/HS Principal Dale Maynard gave his written and oral report about: the development of job descriptions; the Advanced Ed visit agenda; the attendance of PTC was 60% for Middle School and 70% for High School; an upcoming Bryte Bytes survey; the NeSA C4L (Check for Learning) program; an update on MRSA and the protocol used; and the creation of a substitute teacher handbook.

5.2. Superintendent's Report

Superintendent Steve Rinehart gave his written and oral report about: the NRCSA Legislative Forumis scheduled for Tuesday, February 16th, in Lincoln; the NRCSA Conference will be held March 17-18 in Kearney; the purchase of an automatic timing system for District Track; and interviewing candidates for school counselor/teacher will take place Saturday, February 20th. Also, Superintendent Rinehart reviewed Nebraska ADVISER Data Dashboard Early Adopter Program (EAP II). Osceola Public Schools has applied to be part of the ADVISER (Advanced Data Views Informing Student Education Response) dashboard which is designed for educators to combine multiple sets of data, near real-time, to inform and support effective instruction for every student.

5.3. Board Reports

There were no board reports.

6. Action Items

6.1. Consent Agenda

To approve the consent agenda Passed with a motion by Jennifer Boruch and a second by John Kropatsch.

Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea

6.1.1. Approval of the Previous Meeting's Minutes

6.1.2. Treasurer's Report

6.1.3. Payment of general fund claims in the amount of \$324,977.60

6.2. Consider, discuss and take all necessary action to accept the resignation Board Member Jodie Roberts effective immediately.

To accept the resignation of Jodie Roberts as a board member and appoint John Kropatsch as the acting Board Treasurer Passed with a motion by Jennifer Boruch and a second by Darin Sterup.

Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea

The Board and Administration would like to thank Mrs. Roberts for her service to the District and to let her know she will be missed.

6.3. Consider, discuss and take all necessary action to appoint a person to replace Mrs. Roberts board position.

To appoint Doug Rathjen as the new board member to replace Jodie Roberts Passed with a motion by Jennifer Boruch and a second by John Kropatsch.

Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea

6.4. Consider, discuss and take all necessary action on school calendar for 2016-17.

To approve the 2016-17 school calendar as proposed with the exception of moving Parent Teacher Conferences from February 13, 2017 to February 6, 2017 Passed with a motion by John Kropatsch and a second by Michael Neujahr.

Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea

6.5. Consider, discuss and take all necessary action on request for local substitute approval for Lauren Gustafson.

To send a letter of support for Lauren Gustafson to NDE for a local substitute certificate Passed with a motion by Darin Sterup and a second by Jennifer Boruch.

Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea

- 6.6. Consider, discuss and take all necessary action on joining NASB for 2016-17.
To approve joining the Nebraska Association of School Boards (NASB) for the 2016-17 school year Passed with a motion by Jennifer Boruch and a second by Michael Neujahr.
Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea
- 6.7. Consider, discuss and take all necessary action on ESU 7 Core Services contract for 2016-17.
To approve the ESU #7 2016-17 school year contract for services as presented Passed with a motion by Michael Neujahr and a second by John Kropatsch.
Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea
- 6.8. Consider, discuss and take all necessary action to contract OT and PT services with G.I. Rehabilitation Services.
To contract occupational and physical therapy services with Grand Island Rehabilitation Services for the 2016-2017 school year Passed with a motion by Jennifer Boruch and a second by John Kropatsch.
Darin Sterup: Abstain (With Conflict), Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea
- 6.9. Consider, discuss and take all necessary action to allow Friend to join the CRC.
Action item 6.9 "consider, discuss and take all necessary action to allow Friend to join the CRC" died to the lack of a motion.
- 6.10. Consider, discuss and take all necessary action on proposed teacher's negotiated agreement for 2016-17.
To accept the proposed negotiated agreement for the 2016-17 school year Passed with a motion by Darin Sterup and a second by Michael Neujahr.
Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea
- 6.11. Discuss, consider and take all necessary action on details of Superintendent contract.
To offer a contract as proposed to Superintendent Rinehart for the 2016-17 school year Passed with a motion by Jennifer Boruch and a second by Darin Sterup.
Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea
- 6.12. Consider, discuss and take all necessary action on Principal contracts.
To approve proposed contracts to Principal Dale Maynard and Principal Brett Webster for the 2016-17 school year Passed with a motion by Jennifer Boruch and a second by John Kropatsch.
Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea
- 6.13. Consider, discuss and take all necessary action on Control Services proposal to upgrade controls on High School HVAC units.

Action item 6.13 "consider, discuss and take all necessary action on Control Services proposal to upgrade controls on High School HVAC units" was tabled in order to gather more information.

6.14. Consider, discuss and take all necessary action on carpet bids.

To accept the bid from Midwest Flooring for \$15,833.00 to replace carpet at the elementary and middle/high school buildings Passed with a motion by Darin Sterup and a second by Jennifer Boruch.

Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea

6.15. Consider, discuss and take all necessary action on bids to replace steam piping over the summer at Jeffery Elementary.

Action item 6.15 "consider, discuss and take all necessary action on bids to replace steam piping over the summer at Jeffrey Elementary" was tabled due to needing more information.

7. Discussion Items

7.1. Discuss continued Jr. High cooping with High Plains .

Superintendent Rinehart and the Board discussed continuing cooping Middle School sports with High Plains Community Schools. The past years have been very successful.

8. Next Meeting Dates and Times

8.1. Regular meeting March 14, 2016, 6:00PM at the Osceola Middle/High Media Center.

9. Adjournment

To adjourn meeting at 8:57PM Passed with a motion by Darin Sterup and a second by Jennifer Boruch.

Jodie Roberts: Abstain (Without Conflict), Jennifer Boruch: Yea, John Kropatsch: Yea, Michael Neujahr: Yea, Tom Schleif: Yea, Darin Sterup: Yea

Superintendent's February Report Items

1. Accept resignation of Jodie Roberts as Board Member due to new job issues and appoint new board member to complete her term which ends this coming Fall
2. Approve a school calendar for 2016-2017.
3. Decide on recommending Lauren Gustafson for local sub certificate to NDE.
4. Decide whether to join NASB for 2016-2017.
5. Decide on contract for core services from ESU 7 for 2016-2017.
6. Decide on contract for services from G.I. Rehabilitation Services in 2016-2017.
7. Take action on allowing Friend into the CRC conference.
8. Approve negotiated agreement with the OEA for 3.5% increase.
9. Set Superintendent Compensation increase at 2.5%.
10. Adopt or modify HS and Elementary Principal contacts for 2016-2017.
11. Decide on upgrade proposals for this summer
 - a. Upgrade to control units on High School HVAC system.
 - b. Carpeting projects at the Elementary and High School.
 - c. Upgrade to steam piping on Elementary Boiler system
12. I will be attending NRCSA Legislative Forum February 16th Cornhusker in Lincoln. NRCSA Conference will be held March 17-18 at the Holiday Inn and Convention Center in Kearney.
13. Discuss Purchase of an automatic timing system for District Track.
14. Interviewing candidates for school counselor/teacher this Saturday.
15. Nebraska ADVISER Data Dashboard Early Adopter Program (EAP II). We have applied to be part of the ADVISER (Advanced Data Views Informing Student Education Response) dashboard which is designed for educators to combine multiple sets of data, near real-time, to inform and support effective instruction for every student.
16. Wednesday, March 30, 2016 Holiday Inn, Kearney, NE 10:00 a.m. – 5:00 p.m. (Includes lunch)
- 17.

Board of Education Regular Meeting

January 11, 2016 6:00PM

Middle School/High School Media Center

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Schleif called the regular meeting to order at 6:03PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Attendance taken at 6:04PM:

Present Board Members:

Jennifer Boruch	Tom Schleif
John Kropatsch	Darin Sterup
Jodie Roberts	

Absent Board Members:

Mike Neujahr

Also present were Superintendent Steve Rinehart, MS/HS Principal Dale Maynard, Elementary Principal Brett Webster, Debra Berry and Mrs. Marla Teegerstrom.

2.3. Excuse Board Members Who Are Absent

Motion Passed: To excuse Mike Neujahr from the meeting passed with a motion by Jennifer Boruch and a second by Darin Sterup.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

2.4. Annual reorganization of the Board of Education

President Schleif had Superintendent Rinehart preside over the meeting until the election of the Board President.

2.4.1. Election of Officers as per Board Policy #8130

2.4.1.1. Election of President

Motion Passed: To nominate and elect Tom Schleif as Board President for the 2016 year and to cease nominations passed with a motion by Jennifer Boruch and a second by Jodie Roberts.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Abstain
Mike Neujahr	Absent	Darin Sterup	Yes

President Schleif resumed the position of presiding over the meeting.

2.4.1.2. Election of Vice President

Motion Passed: To nominate and elect Jennifer Boruch as Board Vice President for the 2016 year and to cease nominations passed with a motion by Jodie Roberts and a second by Darin Sterup.

Jennifer Boruch	Abstain	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

2.4.1.3. Election of Treasurer

Motion Passed: To nominate and elect Jodie Roberts as Board Treasurer for the 2016 year and to cease nominations passed with a motion by Darin Sterup and a second by John Kropatsch.

Jennifer Boruch	Yes	Jodie Roberts	Abstain
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

2.4.1.4. Election/Appointment of Secretary

Motion Passed: To appoint Debra Berry as Board Secretary for the 2016 year passed with a motion by Jennifer Boruch and a second by John Kropatsch.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

2.4.2. Approval of designations, positions, and committees as per Board Policy #8130 & #8151

2.4.2.1. Consider, discuss and take action to select legal counsel

Motion Passed: To continue using Perry, Guthery, Hasse & Gessford (PGH&G) as the district legal counsel passed with a motion by Jennifer Boruch and a second by Jodie Roberts.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

2.4.2.2. Consider, discuss and take action to select depository bank

Motion Passed: To continue using Pinnacle Bank of Osceola as the district's depository bank passed with a motion by Jodie Roberts and a second by Jennifer Boruch.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

2.4.2.3. Consider, discuss and take action to select district newspaper of record

Motion Passed: To continue using "The Polk County News" as the district's newspaper of record passed with a motion by John Kropatsch and a second by Darin Sterup.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

2.4.2.4. Appointment of committees as per Board Policy #8130: Negotiations; Curriculum; Americanism Committee and Staff Relations; Transportation; Facilities; Budget; Policy; Technology; Rule 10 Safety; LB 757 Safety; School Improvement

Motion Passed: To appoint committees per Board Policy #8130 as recommended by the Superintendent for the 2016-2017 school year passed with a motion by Jennifer Boruch and a second by Jodie Roberts. Committees will remain the same as prior years, except Mike Neujahr will be on the negotiations committee and Darin Sterup will be on the finance committee.

Jennifer Boruch	Yes	Mike Neujahr	Absent
John Kropatsch	Yes	Jodie Roberts	Yes

6.1.1. Approval of the Previous Meeting's Minutes

6.1.2. Treasurer's Report

6.1.3. Payment of general fund claims in the amount of \$320,679.11

GENERAL FUND

Beginning Balance	\$ 799,879.38
Income	+ 76,866.24
Expenses	- 419,140.74
Ending Balance	\$ 457,604.88

DEPRECIATION/EQUIPMENT FUND

Beginning Balance	\$ 404,497.33
Income	+ 64.20
Expenses	- 10,524.00
Ending Balance	\$ 394,037.53

UNEMPLOYMENT FUND

Beginning Balance	\$ 36,644.04
Income	+ 8.12
Expenses	- 0.00
Ending Balance	\$ 36,652.16

ACTIVITY FUND

Beginning Balance	\$ 42,909.30
Income	+ 12,045.68
Expenses	- 10,459.23
Ending Balance	\$ 44,495.75

LUNCH FUND

Beginning Balance	\$ 31,455.34
Income	+ 11,072.23
Expenses	- 8,994.15
Retirement Adjustment	- 206.25
Ending Balance	\$ 33,327.17

BOND FUND CHECKING ACCOUNT

Beginning Balance	\$ 22,450.33
Income	+ 2.83
Expenses	- 0.00
Ending Balance (Checking Account)	\$ 22,453.16

BOND FUND LIQUID ASSET

Beginning Balance	\$ 80.40
Transfers In	+ 0.00
Interest Income	+ 0.00
Transfers Out	- 0.00
Balance	\$ 80.40

SPECIAL BUILDING FUND

Beginning Balance	\$ 357,665.65
Income	+ 812.88
Expenses	- 0.00
Ending Balance	\$ 358,478.53

QUALIFIED PURPOSE UNDERTAKING

Beginning Balance		\$	212,144.41
Income		+	837.57
Expenses		-	105,997.50
Ending Balance		\$	106,984.48

6.2. Consider, discuss and take all necessary action on amending Early Completion Policy 5206.

Motion Passed: To amend Early Completion Policy 5206 as discussed and waive second reading passed with a motion by Darin Sterup and a second by John Kropatsch.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

6.3. Consider, discuss and take all necessary action on amending Graduation Policy 5205.

Motion Passed: To amend Graduation Policy 5205 to comply with NDE graduation requirements and waive second reading passed with a motion by Jennifer Boruch and a second by Darin Sterup.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

6.4. Consider, discuss and take all necessary action to accept the resignation Marla Teegerstrom as Guidance/Teacher at the end of the 2015-16 school year.

Motion Passed: To accept the resignation of Marla Teegerstrom as Guidance Counselor and English Teacher at the end of the 2015-2016 school year passed with a motion by Jennifer Boruch and a second by Darin Sterup.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

Thank you, Mrs. Teegerstrom, for all of your dedication and hard work over the past 23 years. You will be deeply missed.

6.5. Consider, discuss and take all necessary action on accept a bid to install ADA compliant football bleacher access.

Motion Passed: To accept the bid of \$32,967.00 from Heartland Seating, Inc. to install ADA accessibility to the football field bleachers passed with a motion by Jennifer Boruch and a second by Jodie Roberts.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

7. Discussion Items

7.1. Discussion on Principal contracts

Superintendent Rinehart addressed the Board about MS/HS Principal Maynard's and Elementary Principal Webster's contracts. The Board will vote on the Principals' contracts during February's regular meeting.

7.2. Update on Negotiations

Superintendent Rinehart told the Board that he did not hear anything back from the Osceola Education Association.

8. Next Meeting Dates and Times

8.1. Regular meeting, February 8, 2016*, 6:00PM at the Osceola Middle/High Media Center.

***The meeting time has been changed to Monday, February 15, 2016.** Time will be announced in order to accommodate basketball game playing times.

9. Adjournment

Motion Passed: To adjourn meeting at 8:23PM passed with a motion by Darin Sterup and a second by John Kropatsch.

Jennifer Boruch	Yes	Jodie Roberts	Yes
John Kropatsch	Yes	Tom Schleif	Yes
Mike Neujahr	Absent	Darin Sterup	Yes

Respectfully submitted by,

Debra D. Berry, Board Secretary Appointed

Board Report – Monthly**GENERAL FUND**

Posted - During Check Cycle; Fund Number 01; Processing Month 02/2016

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
29350	AUGIE'S AUTOBODY REPAIR	PARTS/LABOR/REPAIRS	2,726.95
29351	AXIS CAPITAL, INC.	COPIER LEASE	189.23
29352	BIRCH TELECOM	LONG DISTANCE SERVICE	25.00
29353	BUILDERS SUPPLY	SUPPLIES/EQUIPMENT	857.65
29354	CENTRAL NEBRASKA REHABILITATION SERVICES	PT/OT SERVICES	1,261.25
29355	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	1,085.14
29356	CONTINUUM RETAIL ENERGY SERVICES, LLC	NATURAL GAS	2,099.24
29357	CONTROL SERVICES, INC.	HVAC REPAIRS	3,819.14
29358	EDUCATIONAL SERVICE UNIT #7	2015-16 TITLE IIA CONTRACT	1,575.00
29359	EGAN SUPPLY COMPANY	SUPPLIES	221.70
29360	ESSENTIAL SCREENS	BACKGROUND CHECKS	69.00
29364	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	7,142.36
29361	ESU #7	FILEWAVE TRAINING	2,825.84
29365	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	25.47
29366	FATHER FLANAGAN'S BOYS' HOME	EDUCATION SERVICES	4,673.98
29367	FOLLETT SCHOOL SOLUTIONS, INC.	LIBRARY BOOKS	221.88
29368	FRONTIER COOPERATIVE COMPANY	FUEL	2,053.71
29369	GARRATT CALLAHAN COMPANY	WATER TREATMENT SUPPLIES	750.00
29370	GARY'S PLUMBING, LLC	PARTS/LABOR/REPAIRS	693.45
29371	GLUNZ, BRENDA	PSYCHOLOGIST SERVICES	152.00
29372	J.W. PEPPER & SON, INC.	MUSIC	357.28
29373	JACKSON SERVICES, INC.	RUG SERVICE	355.26
29374	JONES, JEFF	COMPUTER CONSULTING AND REPAIRS	2,850.00
29375	K&E LLC	SNOW REMOVAL	250.00
29376	K&E LLC	SNOW REMOVAL	250.00
29377	MATHESON TRI-GAS, INC.	SUPPLIES	75.65
29378	MID-AMERICAN RESEARCH CHEMICAL	SUPPLIES	436.00
29379	MIDWEST SOUND & LIGHTING, INC.	GYM SOUND SYSTEM REPAIRS	284.27
29380	NORTHWEST EVALUATION ASSOCIATION	TESTING SOFTWARE	3,337.50
29381	OFFICENET, INC.	SUPPLIES	1,015.03
29382	OMAHA WORLD-HERALD, THE	CLASSIFIED ADS	700.00
29383	OPTUMHEALTH	FLEX PLAN FUNDING	150.00
29384	OSCEOLA IMPLEMENT & SUPPLY, INC.	SNOWBLOWER REPAIRS	273.64
29385	OSCEOLA TIRE AND SERVICE, LLC	DIESEL TREATMENT/PARTS	195.72
29386	PEARSON EDUCATION, INC.	SUPPLIES	18.69
29387	PERRY GUTHERY HAASE GESSFORD	LEGAL SERVICES	520.00
29388	POLK COUNTY HEALTH DEPARTMENT	NURSING SERVICES	1,567.00

Board Report - Monthly

Posted - During Check Cycle; Fund Number 01; Processing Month 02/2016

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
29389	POLK COUNTY NEWS	CLASSIFIED ADS/MINUTES/SUBSCRIPTION	316.57
29390	POLK COUNTY RPPD	ELECTRICITY	16,081.52
29392	PRAIRIE CREEK FAMILY MEDICINE	BUS DRIVER PHYSICALS	330.00
29393	PRESTO-X	PEST CONTROL	81.96
29394	TONNIGES CHEVROLET, INC.	PART	3.42
29395	TRANE U.S., INC.	PARTS/LABOR/REPAIRS	1,861.12
29396	VERIZON WIRELESS	CELL SERVICE	37.58
29397	WINDSTREAM	DISTANCE LEARNING SERVICE	25.68
29398	WINDSTREAM	TELEPHONE SERVICE	79.49
29399	WINDSTREAM	TELEPHONE SERVICE	<u>231.88</u>
Checking Account Total:			64,153.25
<u>Checking</u>	1		
345	MAIL FINANCE	POSTAGE METER LEASE	168.00
346	MG TRUST COMPANY	TSA PAYABLE	350.00
347	OPTUMHEALTH	FLEX PLAN FUNDING	<u>519.48</u>
Checking Account Total:			1,037.48
<u>Checking</u>	4		
1636	OPTUMHEALTH	FLEX PLAN FUNDING	150.00
1637	PETTY CASH	CASH FOR WASHING VEHICLES	50.00
1638	POSTMASTER	NEWSLETTER POSTAGE	<u>79.23</u>
Checking Account Total:			279.23
TOTAL CHECKS & PREPAIDS			<u>65,469.96</u>
TOTAL PAYROLL			<u>259,507.64</u>
GRAND TOTAL			<u>324,977.60</u>

Jodie L. Roberts

PO Box 118
Osceola NE 68651
402-747-5631

January 22, 106

Steve Reinhart, Superintendent
Osceola Public Schools

Dear Steve:

Effective immediately, I hereby resign my position on the Osceola School Board. I have taken a job with the State of Nebraska and due to judicial ethic regulations, I am not permitted to hold any elected office. I have thoroughly enjoyed the many years that I have been on the board; and I wish you and the board much success in the future.

Sincerely,



Jodie L. Roberts



OSCEOLA PUBLIC SCHOOLS

P.O. Box 198

565 S. Kimmel Street

Osceola, NE 68651-0198

Phone (402) 747-312

Fax (402) 747-3041

www.edline.net/pages/Osceola_Public_School

Steve Rinehart
Superintendent

Dale Maynard
MSIHS Principal

Brett Webster
Elementary Principal

February 15th, 2016

Teacher Certification
P O Box 94987
Lincoln NE 68509-4987

Dear Teacher Certification:

Please consider this an official request on the part of the Osceola School District to the NDE Teacher Certification office to issue a Local Substitute Teaching Certificate to Lauren Gustafson for the Osceola Public School District #19, Polk County. Mrs. Gustafson graduated from Osceola and is currently enrolled at UNK in Elementary Education. She served as a teacher's aide in High School and the Board and Administration believe she would be a desirable substitute candidate.

The School Board of District #19 approved the use of Local Substitute Teaching Certificates in our district several years ago and reaffirmed this at its February 15th, 2016, meeting with a specific motion to support Mrs. Gustafson's in pursuit of this certificate from the Nebraska Department of Education.

I appreciate your time and efforts. If you have any questions, please feel free to contact me.

Professionally,

Steven A. Rinehart, Superintendent
Osceola Public Schools



"Striving for Excellence"



MEMBERSHIP DUES INVOICE

in account with

Nebraska Association of School Boards

1311 Stockwell, Lincoln, NE 68502 (402) 423-4951 or 1-(800) 422-4572

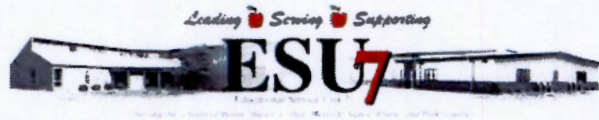
Name: Osceola Public Schools

County: Polk

NASB Region: 10

DATE	DESCRIPTION	AMOUNT DUE
January 29, 2016	Annual Membership Dues for NASB Fiscal Year 4/1/16 to 3/31/17	\$3,138
	All districts/ESU's who pay dues by 4/1/16 may subtract 2% from their total dues.	\$63
	TOTAL AMOUNT DUE IF PAID BY APRIL 1, 2016	<u>\$3,075</u>

Thank you for your support and participation in NASB.



2657 44th Ave. • Columbus, NE 68601
402.564.5753 • FAX 402.563.1121
www.esu7.org
Larianne Polk, Administrator

TO: Member Schools Served by ESU 7
FROM: Larianne Polk, ESU 7 Administrator
DATE: February 16, 2016
SUBJECT: Attached approval packet of Levy/Core Services Plan

Enclosed with this memo are three documents containing the ESU 7 proposal for Levy/Core Services for the 2016-2017 term.

Please review the enclosed information and return the Approval of Levy/Core Services Plan to our office by March 23, 2016. If you have questions regarding the enclosed documents, please give me a call at 402-564-5753. Your immediate attention to this information is appreciated.

Enc: - *Approval of Levy/Core Services Plan*
- *ESU 7 Levy/Core Budget Estimates 2016-2017*
- *Levy/Core Professional Services Plan 2016-2017*



ESU 7 Levy/Core Professional Services Plan 2016-2017

Determined by AQUeSTT Data, Continuous Improvement Plans, Accreditation, and Implementation of Standards
 Emphasizing Local Goals/Needs, Research/Best Practices, State Board & Legislative Mandates/Priorities

002.05A Staff development, Includes access to staff development related to improving the achievement of students in poverty & students with diverse backgrounds		002.05C Instructional materials services.	002.05B Technology, including distance education services
Organizational Development	Curriculum Development and Standards Support	Instruction	Technology Training and Support
Continuous Improvement Process: Support for analyzing data, selecting goals, implementation of strategies, verifying results, implementing CIP cycle for either Frameworks or AdvancED for accreditation	Instructional Models: Support for Danielson, Marzano, Hunter and district developed models of instruction, Classroom Management	Media Services: Digital resource and access, training for access, research process support, integration of resources to curriculum (WorldBook, Cengage Learning, Visual Thesaurus)	Internet Access: Support for direct connection to an Internet service provider of their choice.
	Curriculum Revision & Alignment: Develop, align (vertical and horizontal) and revise curriculum based district needs		Distance Learning: DL equipment training, troubleshooting, coordinating course exchange, financial support of enrichment activities
Response to Intervention Support	Distance Learning: Best practices for distance and blended instruction, enrichment activities to support instruction	Learning Object Repository: Online content accessed through LOR for students and teachers	Technical Helpdesk Support: Backups, Client Computers, iOS, IT General / Other, Lab Computers, Web Filtering, Email Listservs, Network, Wireless, Servers, Anti-Virus, User Administration
	Assessment Literacy & Development: Develop understanding of and create formative, summative assessments		Email Service: Provide an Email server for school accounts under the esu7.org domain name. A email filtering service is also included in this service. Support for Google domains.
Leadership Capacity Building: Principal Cluster, Leadership Retreat , Administrator Meetings, Technology Integration Specialist meetings	Instructional Strategies: Support for and training of instructional strategies including BlendEd Learning instructional strategies	Online Research Tools: Tools to support Digital Literacy and Digital Citizenship (NoodleTools)	LAN Manager Program: Host LAN Manager meetings, focusing on a variety of news and trainings on current topics. Support for each LAN Manager serving as the point of contact
	NWEA Training/Support: Initial trainings provided for new schools beginning the process with reports overviews. For experienced MAP schools, a more in-depth process consisting of goal setting and looking at trends. Trainings customized to individual needs of the school.		BlendEd Learning Environment: Support through resources, platform (LMS), training, instruction
Technology Integration: Trainings for integrating technology in the classroom and BlendEd Learning, Clarity Survey support, school visits, assisting in hardware/software planning, technology curriculum revision/development, co-teaching/teaching with technology.	Principal/Teacher Evaluation: Develop and implement a growth model of evaluation cohesive to the state framework	Instructional Coaching	Identity Management Support
	Instructional Coaching		E-Rate Filing: Consultation and support of RFP/470 process

STAFFING NEEDS*, **



Certified/Professional
 5.00 FTE Professional Development
 1.00 FTE Network Operations
 0.26 FTE Distance Learning
 0.5 FTE Media
6.76 FTE PROFESSIONAL TOTAL

Clerical
 .76 FTE Professional Development
 3.11 FTE Network Operations
 0.07 FTE Distance Learning
 1.51 FTE Media
5.45 FTE CLERICAL TOTAL



Funding sources: General Levy 1.5 cents and Cash Reserve Fund if necessary
 *Full Time Equivalencies are calculated on a 245 day contract/work agreement basis unless otherwise specified.
 ** FTE's as assigned may vary according to (1) Federal Grant time logged throughout the year, (2) other changes in need

School Pediatrics Division

BILLING ADDRESS

West Fairley Medical Center
PO Box 5285
Grand Island, NE 68802
phone 308.382.0344 x 243
fax 308.382.3241
www.grandislandpt.com

DIRECTORS

Mary Walsh-Sterup, OTR/L, CHT
308.398.5170
mary@cnrehab.com

John Holling, PT
308.398.2170
john@cnrehab.com

SCHOOL LIASON

Steve Morris
308.850.3399

February 8, 2016

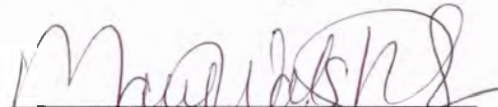
Osceola Public School
ATTN Steve Rinehart
PO Box 198
Osceola, NE 68651

Please consider this a letter of contract for our arrangement for occupational/physical therapy services for the 2016-2017 school year.

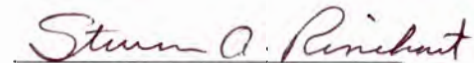
We will supply an occupational/physical therapist for occupational/physical therapy services during the 2016-2017 school year.

The occupational/physical therapy services will be billed out at the Department of Special Educations approved rate, which has yet to be determined by the State. Travel time will be billed out at an hourly rate of \$48.00 per hour, plus mileage. Mileage rates will not exceed the State Department of Administrative Services/Nebraska Department of Education rate, the current rate for the state is .575, but the billed rate from CNRS is .45. Mileage will be calculated by taking the total mileage per day and dividing it by the number of schools seen. Each school will pay an equal amount of the mileage. Either party can terminate this agreement upon sixty (60) days prior written notice.

Please sign both copies of this contract. Keep one for your records and return the other to us for confirmation of this contract. Please feel free to contact me with any question or concerns you may have.


Mary Walsh-Sterup, OTR/L, CHT

2-8-16
Date


Administrator

2-11-16
Date



Friend Public Schools

BULLDOGS

ADMINISTRATION

Superintendent: David Kraus
Secondary Principal: Ben Dempsey

Elementary Principal/Counselor: Alyson Dickinson
Activities Director: Jim Pfeiffer

November 10th, 2015

Mr. Bryce Jorgensen
President Crossroads Conference
C/O Shickley Public Schools
P.O. Box 407
Shickley, NE 68436

Dear Bryce,

I am writing on behalf of the Friend Board of Education, Friend Public Schools, Friend Community and myself, to formally apply for acceptance into the Crossroads Conference. In my short amount of time at Friend Public Schools, I have built strong positive relationships with many superintendents in the Crossroads Conference and appreciate all assistance provided in my new position. I have been overwhelmed with the level of support and feel very comfortable applying to the Crossroad Conference.

I am very aware, historically, of events that have possibly tainted the relationships between the Friend community and conference. It is unfortunate and disappointing if Friend did not represent itself in a positive and professional manner, which is one main reason I wish to reapply for admittance. Much time has passed as well as the personnel that may have caused such resentment and I hope the conference can look towards the future with new leadership. I look forward to a new positive relationship with the conference and assure you I will do what it takes to establish a trusting partnership and make the Crossroads Conference one of the best.

If you have any question, concerns or reservations regarding this application, I would be more than happy to visit with you to address those concerns. I appreciate and look forward to a new partnership and becoming a positive addition to your conference.

Sincerely,

David Kraus, Supt.

<i>Superintendent</i>							
School	Yrs Exp	Salary	Insurance Benefit	Supplemental Salary	Total Compensation		Rank
Shelby/Rising City	3	\$120,000	\$19,015		\$139,015	NCSA Dues & Life Insurance	3
McCool	13	\$155,425	\$0	LTD Dist.	\$155,425		1
Cross County	6	\$131,000	\$16,350	LTD Dist.	\$147,350	SIP and Curriculum Coord.	2
High Plains	1	\$117,000	\$18,462	LTD dist. Paid/free lunch	\$135,462		4
Exeter-Milligan	12	\$116,000	\$18,462	LTD dist	\$134,462		5
Hampton	9	\$118,000	\$16,350	Free lunch	\$134,350	(FTE-.5 Sup.; .5 Elem Prin.)	6
Osceola	9	\$120,000	\$13,387	LTD dist. Paid/free lunch	\$133,387	NCSA Dues & Life Insurance	8
Shickley	4	\$108,000	\$18,462		\$126,462		10
Meridian	2	\$108,500	\$18,462		\$126,962		9
Giltner	7	\$60,000	\$13,387	Free Lunch	\$73,387	(FTE-.6 Sup.)	12
Dorchester	4	\$115,000	\$18,462		\$133,462		7
Bruning-Davenport	6	\$110,000	\$5,778	\$4,800	\$120,578	Free Lunch	11
Average	6	\$114,910	\$14,715		\$130,025		
<i>Polk County Superintendent</i>							
School	Yrs Exp	Salary	Insurance Benefit	Supplemental Salary	Total Compensation		
High Plains	4	\$117,000	\$18,462	LTD dist. Paid/free lunch	\$135,462		
Osceola	5	\$120,000	\$13,387	LTD dist. Paid/free lunch	\$133,387		
Shelby/Rising City	9	\$120,000	\$19,015		\$139,015		
Cross County	3	\$131,000	\$16,350	LTD Dist.	\$147,350		
Average	5	\$122,000	\$16,804		\$138,804		

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of the Osceola School District No. 19, located in Polk County in the State of Nebraska, hereinafter referred to as the "Board" and Steven A. Rinehart, hereinafter referred to as the "Superintendent".

WITNESSETH: that in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on December 8, 2014, the Board hereby agrees to employ the Superintendent and the Superintendent agrees to accept such employment as Superintendent of the Osceola Public Schools, District No. 19, subject to the following terms and conditions:

Section 1. Term of Contract: The Superintendent shall be employed for a period of two (2) years, beginning July 1, 2015 and ending June 30, 2017. References in this Contract to "contract year" shall mean the period of July 1 to June 30. Each year of this agreement shall consist of 225 days of service per year.

Section 2. Salary: In consideration of an annual salary of \$120,000.00 to be paid for the first year of the contract, the Superintendent agrees to faithfully perform duties of Superintendent in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District. This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

The Board retains the right to adjust the Superintendent's annual salary upward during the term of this contract, as an amendment hereto, without such adjustment constituting a new or extending the length of this contract. The Superintendent's salary shall not be reduced during the term of this contract.

The annual salary for the second and any subsequent year of this contract will be set by the Board in or prior to the month of January preceding the second and any subsequent contract year. The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent.

Section 3. Professional Status: The Superintendent hereby affirms that he is not under contract with another school board or board of education covering any part of or all of the same term provided in this contract. The Superintendent further affirms that throughout the term of this contract he will hold a valid and appropriate certificate to act as a superintendent in the State of Nebraska, which certificate shall be registered as required by law.

Section 4. Superintendent's Duties: The duties of the Superintendent shall be as prescribed for the position of Superintendent for Osceola Public Schools, District No. 19, in the Board of Education Policy Manual, which duties are incorporated by reference into this Contract as if set forth verbatim herein. The duties as prescribed in the Board of Education Policy Manual

shall not be substantially changed during this Contract without the consent of the Administrator by an amendment to this Contract. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board of Education, or duties assigned without official action of the Board of Education, except as specifically set forth in the Board of Education Policy Manual.

Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent throughout the term of this contract; provided, however, the Superintendent with the approval of the Board of Education, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Section 5. Board-Superintendent Relationship: The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

Section 6. Evaluation of the Superintendent: The Superintendent shall be evaluated at least once each contract year and may be evaluated more frequently in the discretion of the Board. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a written response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

Section 7. Contract Cancellation and Discharge: Throughout the term of this contract the Superintendent may be discharged if he materially breaches any provision of this contract, or performs any act which substantially inhibits his ability to discharge his duties as Superintendent, including but not limited to (a) incompetence, (b) immorality, (c) cruelty, (d) conviction of a felony, (e) neglect of duty, (f) general neglect of the business of the District, (g) unprofessional conduct, and (h) physical or mental incapacity. The Board shall not act arbitrarily or capriciously in calling for discharge of the Superintendent. In all matters concerning the discharge of the Superintendent, the Statutes of the State of Nebraska covering such discharge shall be followed.

Section 8. Disability: The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform his duties by reason of

illness, accident or other disability beyond his control, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable, or of such a nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board may in its discretion terminate 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 Superintendent under any insurance coverage furnished by the District.

Section 9. Transportation: The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the rate of the Internal Revenue Service allowable rate per mile in effect at the time of such travel.

Section 10. Vacation, Personal and Sick Leave: Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

- a. Vacation. The Superintendent will be allowed 22 working days annually of vacation leave each contract year. Vacation may be used in a manner and at times selected by the Superintendent, provided that vacation not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
- b. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be 22 days. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available.
- c. Personal Leave. The Superintendent will be allowed 5 days of personal leave during each contract year. There is no carry-over or accumulation of unused personal leave from one contract year to another contract year. Upon ending employment, unused personal days will not be paid except to the extent required by law.
- d. Sick Leave. The Superintendent shall be entitled to 12 working days of sick leave during each contract year.
- e. Carry-over and Accumulation of Sick Days. The Superintendent may accumulate such sick days as are not used to a maximum of 36 days. Once the maximum is accumulated, no unused sick days will carry-over to a succeeding contract year until the accumulated number of days is less than 36, and then only to the extent necessary to restore the total number of available sick leave accumulation to the

maximum of 36 days. Upon ending employment, unused sick days will not be paid.

- f. Holidays. For the purpose of this section, the term “working days” shall not include any Saturday, Sunday or legal holiday. It is understood, however, that the Superintendent’s duties may require that he work on such days.
- g. Log. The Superintendent shall maintain a current log of used vacation, personal and sick leave days with the Superintendent’s secretary. The log shall be available for review by the Board at such times as the Board or members of the Board request.

Section 11. Professional Development: The Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state and national levels. The expenses of such attendance shall be paid by the District. Expenses and attendance at national meetings will be coordinated with the Board. The Superintendent may attend a national convention every third year of employment.

Section 12. Fringe Benefits: The Superintendent shall receive all fringe benefits of employment which are granted other certificated employees of the District, provided he meets the conditions and eligibility requirements for such benefits, and provided that benefits that are provided for herein be limited to the terms and conditions provided herein. In addition to said fringe benefits, the District shall provide the Superintendent with the following benefits:

- a. Dues. The District will pay the Superintendent’s annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent’s position upon the Superintendent’s request.
- b. Dental Insurance. The District will pay the cost of dental insurance for the Superintendent, his spouse and children.
- c. Health Insurance. The District will pay the cost of health insurance for the Superintendent, his spouse and children.
- d. Term Life Insurance. The District shall pay for and provide the Superintendent with a \$25,000 life insurance policy.
- e. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent’s individual capacity or the Superintendent’s official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent’s employment with the District and the District is not in an adverse position in the legal proceedings.
- f. Moving Expenses. In the first contract year, the District will pay for the Superintendent’s reasonable moving expenses for the Superintendent’s move to the District, up to a maximum of \$2,500, upon submission of paid receipts or invoices for such expenses.

Section 13. No Penalty for Release or Resignation: There shall be no penalty for release or resignation by the Superintendent from this Contract provided: (1) no resignation shall

become effective until expiration of the remaining term of the Contract unless the Board and the Superintendent agree upon an earlier effective date and provided further that (2) the Board shall release the Superintendent without penalty at the end of any contract year on the condition that the Superintendent has given written notice to the Secretary of the Board no later than February 1 of such contract year.

Section 14. Compensation Upon Termination: Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination, bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this contract shall be refunded by the Superintendent.

Section 15. 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. This Contract is subject to provisions of the School Employees' Retirement Act.

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

Section 17. Severability: If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

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

Executed by the Board on the 8th day of December 2014.

Thomas Schleif - President, Board of Education

Jennifer Boruch– Vice-President, Board of Education

Executed by the Superintendent on the 8th day of December 2014.

Steven A. Rinehart, Superintendent

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of the Osceola School District No. 19, located in Polk County in the State of Nebraska, hereinafter referred to as the "Board" and Steven A. Rinehart, hereinafter referred to as the "Superintendent".

WITNESSETH: that in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on February 15th, 2016, the Board hereby agrees to employ the Superintendent and the Superintendent agrees to accept such employment as Superintendent of the Osceola Public Schools, District No. 19, subject to the following terms and conditions:

Section 1. Term of Contract: The Superintendent shall be employed for a period of two (2) years, beginning July 1, 2016 and ending June 30, 2018. References in this Contract to "contract year" shall mean the period of July 1 to June 30. Each year of this agreement shall consist of 225 days of service per year.

Section 2. Salary: In consideration of an annual salary of \$123,000.00 to be paid for the first year of the contract, the Superintendent agrees to faithfully perform duties of Superintendent in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District. This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

The Board retains the right to adjust the Superintendent's annual salary upward during the term of this contract, as an amendment hereto, without such adjustment constituting a new or extending the length of this contract. The Superintendent's salary shall not be reduced during the term of this contract.

The annual salary for the second and any subsequent year of this contract will be set by the Board in or prior to the month of January preceding the second and any subsequent contract year. The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent.

Section 3. Professional Status: The Superintendent hereby affirms that he is not under contract with another school board or board of education covering any part of or all of the same term provided in this contract. The Superintendent further affirms that throughout the term of this contract he will hold a valid and appropriate certificate to act as a superintendent in the State of Nebraska, which certificate shall be registered as required by law.

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shall not be substantially changed during this Contract without the consent of the Administrator by an amendment to this Contract. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board of Education, or duties assigned without official action of the Board of Education, except as specifically set forth in the Board of Education Policy Manual.

Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent throughout the term of this contract; provided, however, the Superintendent with the approval of the Board of Education, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

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Section 7. Contract Cancellation and Discharge: Throughout the term of this contract the Superintendent may be discharged if he materially breaches any provision of this contract, or performs any act which substantially inhibits his ability to discharge his duties as Superintendent, including but not limited to (a) incompetence, (b) immorality, (c) cruelty, (d) conviction of a felony, (e) neglect of duty, (f) general neglect of the business of the District, (g) unprofessional conduct, and (h) physical or mental incapacity. The Board shall not act arbitrarily or capriciously in calling for discharge of the Superintendent. In all matters concerning the discharge of the Superintendent, the Statutes of the State of Nebraska covering such discharge shall be followed.

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illness, accident or other disability beyond his control, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable, or of such a nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board may in its discretion terminate 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 Superintendent under any insurance coverage furnished by the District.

Section 9. Transportation: The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the rate of the Internal Revenue Service allowable rate per mile in effect at the time of such travel.

Section 10. Vacation, Personal and Sick Leave: Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

- a. Vacation. The Superintendent will be allowed 22 working days annually of vacation leave each contract year. Vacation may be used in a manner and at times selected by the Superintendent, provided that vacation not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
- b. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be 22 days. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available.
- c. Personal Leave. The Superintendent will be allowed 5 days of personal leave during each contract year. There is no carry-over or accumulation of unused personal leave from one contract year to another contract year. Upon ending employment, unused personal days will not be paid except to the extent required by law.
- d. Sick Leave. The Superintendent shall be entitled to 12 working days of sick leave during each contract year.
- e. Carry-over and Accumulation of Sick Days. The Superintendent may accumulate such sick days as are not used to a maximum of 45 days. Once the maximum is accumulated, no unused sick days will carry-over to a succeeding contract year until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave accumulation to the

maximum of 45 days. Upon ending employment, unused sick days will not be paid.

- f. Holidays. For the purpose of this section, the term “working days” shall not include any Saturday, Sunday or legal holiday. It is understood, however, that the Superintendent’s duties may require that he work on such days.
- g. Log. The Superintendent shall maintain a current log of used vacation, personal and sick leave days with the Superintendent’s secretary. The log shall be available for review by the Board at such times as the Board or members of the Board request.

Section 11. Professional Development: The Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state and national levels. The expenses of such attendance shall be paid by the District. Expenses and attendance at national meetings will be coordinated with the Board. The Superintendent may attend a national convention every third year of employment.

Section 12. Fringe Benefits: The Superintendent shall receive all fringe benefits of employment which are granted other certificated employees of the District, provided he meets the conditions and eligibility requirements for such benefits, and provided that benefits that are provided for herein be limited to the terms and conditions provided herein. In addition to said fringe benefits, the District shall provide the Superintendent with the following benefits:

- a. Dues. The District will pay the Superintendent’s annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent’s position upon the Superintendent’s request.
- b. Dental Insurance. The District will pay the cost of dental insurance for the Superintendent, his spouse and children.
- c. Health Insurance. The District will pay the cost of health insurance for the Superintendent, his spouse and children.
- d. Term Life Insurance. The District shall pay for and provide the Superintendent with a \$25,000 life insurance policy.
- e. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent’s individual capacity or the Superintendent’s official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent’s employment with the District and the District is not in an adverse position in the legal proceedings.
- f. Moving Expenses. In the first contract year, the District will pay for the Superintendent’s reasonable moving expenses for the Superintendent’s move to the District, up to a maximum of \$2,500, upon submission of paid receipts or invoices for such expenses.

Section 13. No Penalty for Release or Resignation: There shall be no penalty for release or resignation by the Superintendent from this Contract provided: (1) no resignation shall

become effective until expiration of the remaining term of the Contract unless the Board and the Superintendent agree upon an earlier effective date and provided further that (2) the Board shall release the Superintendent without penalty at the end of any contract year on the condition that the Superintendent has given written notice to the Secretary of the Board no later than February 1 of such contract year.

Section 14. Compensation Upon Termination: Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination, bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this contract shall be refunded by the Superintendent.

Section 15. 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. This Contract is subject to provisions of the School Employees' Retirement Act.

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

Section 17. Severability: If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

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

Executed by the Board on the 15th day of February, 2016.

Thomas Schleif - President, Board of Education

Jennifer Boruch– Vice-President, Board of Education

Executed by the Superintendent on the 15th day of February, 2016.

Steven A. Rinehart, Superintendent

OSCEOLA PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT WITH PRINCIPAL

THIS CONTRACT is made by and between the Board of Education of the **Polk County School District 0019, a/k/a Osceola Public Schools**, hereinafter referred to as “the Board,” and Dale Maynard, hereinafter referred to as “the Principal.” This contract supersedes all previous contracts of employment between the Board and the Principal.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 15th day of February, 2016, the Board hereby agrees to employ the Principal, and the Principal hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of one year beginning on the 1st day of August, 2016, and expiring on the 31st day of July, 2017 and requires the Principal to reside within the boundaries of the District 19. A “contract year” for purposes of this Contract shall be from August 1 to July 31. Each year of this agreement shall consist of 210 days of service per year.

2. Salary. The annual salary shall be: eighty-nine thousand four hundred dollars (\$89,400). Said annual salary shall be paid in twelve equal installments commencing on August 15, 2016.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees’ Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Principal, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Principal when the following specific conditions are met: (1) the Principal is currently employed by the District and (2) the paid leave day is taken on a day Principal would otherwise be expected to be at work.

1. Personal Leave. The Principal shall be allowed 5 working days of paid personal leave each contract year to attend to personal matters that require the Principal’s absence from work. Use of such leave must be approved by the Superintendent in advance. Personal leave days are non-cumulative.

There shall be no pay for unused personal leave upon separation of employment.

2. Sick Leave. The Principal shall be allowed 10 working days of paid sick leave each contract year. Sick days are available for use when the Principal is unable to perform assigned duties due to the illness or temporary disability of the Principal or due to the Principal e needing to care for a member of the Principal's immediate family who is ill or has a serious health condition. Immediate family for purposes of sick leave means the Principal's spouse, child, parent, grandparent, sibling, and the Principal's spouse's parent. The Principal is to use sick leave when unable to work. Activities other than caring for the Principal's own health or that of an immediate family member reflect an abuse of sick leave. When the Principal is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of 10 days or more due to a personal health condition, the Principal must present a written statement from the Principal's physician or health care provider to the Superintendent establishing that the Principal is physically and mentally able to perform the essential functions of the Principal's position, with or without reasonable accommodations.
 3. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 45 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days. There shall be no pay for unused sick leave upon separation of employment.
 4. Bereavement Leave. Bereavement leave of up to 5 days will be granted for a death in the employee's immediate family, i.e. any grandparents, any parents, any children, spouse, siblings and their immediate family, and aunts or uncles and their immediate family.
 5. Staff Bereavement. The Superintendent, in collaboration with the Principal, will assign administration to attend funeral services of staff members or attend funerals to provide emotional support for staff members as an extension of their school duties as principal. The absence will not be considered use of the Principal's personal leave or sick leave.
 6. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.
 7. Log. The Principal shall maintain a current log of used leave days with the secretary for the Superintendent.
- B. Health and Dental Insurance. The District shall pay for and provide the Principal with health and dental insurance for which the Principal is qualified under the District's group insurance plan.
- C. Disability Insurance. The District will pay the Principal the amount of the long term disability insurance cost. This amount will then be payroll deducted from the Principal's check to pay the LTD premium.

- D. Retirement Plan. The Principal may elect to designate part of the Principal's annual salary to be invested in a 403(b) plan to the extent such is offered by the District.
- E. Meetings and Dues. The Principal shall attend appropriate professional meetings provided that such attendance does not interfere with the proper performance of Principal's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. The District will pay the Principal's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Principal's position upon the Principal's request and approval by the Superintendent.
- F. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Principal's official duties shall be reimbursed at the rate set annually by the Board for District travel.
- G. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Principal in the Principal's individual capacity or the Principal's official capacity as an agent or employee of the District, provided that the incident arose while the Principal was acting (or, in good faith, reasonably believed that the Principal was acting) within the scope of the Principal's employment with the District and the District is not in an adverse position in the legal proceedings.
- H. Other Benefits. The Principal may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Principal meets the conditions and eligibility requirements for such benefits.

4. Duties. The Principal is employed as the Secondary Principal (Grades 6-12). The Principal shall perform the duties of such position as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Principal shall be subject to assignment to such other duties by the Board or the Superintendent and may be assigned to a different position for which the Principal is qualified by reason of certification, endorsement, or college preparation. In addition to the normal duties traditionally required of certificated employees, the Principal may be assigned extra duty assignments by the District. Such assignments shall be upon such terms and conditions and at such additional rate of compensation as the Principal and the District may agree upon; provided that the Principal shall not unreasonably refuse to accept such assignments. The Principal agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

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

5. Contract Termination. In the event the Principal violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Principal's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a Principal or

Secondary Principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Principal may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Duty assignments which do not require a teaching or administrative certificate are on an at-will basis, shall be subject to removal without cause and shall not be subject to continuation or renewal as part of the Principal's Contract.

Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of days of service provided to the date of such termination bears to the number of days of service that have been provided in the contract year. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Principal, shall be set off from sums due to the Principal and, if the sums owing to the District are in excess of the sums due the Principal, the amount owing shall be immediately refunded by the Principal.

The Board of Education may require a certificate of health and physical fitness of Principal in accordance with applicable law at any time while this Contract is in force. Should the Principal be unable to perform the Principal's duties by reason of mental or physical incapacity or any reason beyond the Principal's control, and said disability exists for a period exceeding the Principal's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Principal unable to perform essential functions of the positions for which the Principal is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

6. Representations and Legal Requirements. The Principal affirms that: (1) the Principal holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Principal shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Principal is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Principal further warrants and represents as follows: (1) all information set forth in the Principal's application for employment and other information provided by the Principal in seeking employment are true and accurate, and if said information ceases to be true, Principal

will advise the Board of Education immediately; (2) Principal has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Principal has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Principal from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before March 1, 2016 shall constitute a rejection by the Principal of the offer of employment.

<p>Executed this 15th day of February, 2016.</p> <p>_____</p> <p>Principal</p>	<p>Executed this 15th day of February, 2016.</p> <p>Board of Education of Polk County School District 0019, a/k/a Osceola Public Schools</p> <p>By: _____</p> <p>President</p> <p>Attest: _____</p> <p>Other Authorized Officer</p>
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OSCEOLA PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT WITH PRINCIPAL

THIS CONTRACT is made by and between the Board of Education of the **Polk County School District 0019, a/k/a Osceola Public Schools**, hereinafter referred to as “the Board,” and Brett Webster, hereinafter referred to as “the Principal.” This contract supersedes all previous contracts of employment between the Board and the Principal.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 15th day of February, 2016, the Board hereby agrees to employ the Principal, and the Principal hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of one year beginning on the 1st day of August, 2016, and expiring on the 31st day of July, 2017 and requires the Principal to reside within the boundaries of the District 19. A “contract year” for purposes of this Contract shall be from August 1 to July 31. Each year of this agreement shall consist of 210 days of service per year.

2. Salary. The annual salary shall be: seventy-seventy thousand dollars (\$78,000). Said annual salary shall be paid in twelve equal installments commencing on August 15, 2016.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees’ Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Principal, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Principal when the following specific conditions are met: (1) the Principal is currently employed by the District and (2) the paid leave day is taken on a day Principal would otherwise be expected to be at work.

1. Personal Leave. The Principal shall be allowed 5 working days of paid personal leave each contract year to attend to personal matters that require the Principal’s absence from work. Use of such leave must be approved by the Superintendent in advance. Personal leave days are non-cumulative. There shall be no pay for unused personal leave upon separation of employment.

2. Sick Leave. The Principal shall be allowed 10 working days of paid sick leave each contract year. Sick days are available for use when the Principal is unable to perform assigned duties due to the illness or temporary disability of the Principal or due to the Principal e needing to care for a member of the Principal's immediate family who is ill or has a serious health condition. Immediate family for purposes of sick leave means the Principal's spouse, child, parent, grandparent, sibling, and the Principal's spouse's parent. The Principal is to use sick leave when unable to work. Activities other than caring for the Principal's own health or that of an immediate family member reflect an abuse of sick leave. When the Principal is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of 10 days or more due to a personal health condition, the Principal must present a written statement from the Principal's physician or health care provider to the Superintendent establishing that the Principal is physically and mentally able to perform the essential functions of the Principal's position, with or without reasonable accommodations.
 3. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 45 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days. There shall be no pay for unused sick leave upon separation of employment.
 4. Bereavement Leave. Bereavement leave of up to 3 days will be granted for a death in the employee's immediate family, i.e. any grandparents, any parents, any children, spouse, siblings and their immediate family, and aunts or uncles and their immediate family.
 5. Staff Bereavement. The Superintendent, in collaboration with the Principal, will assign administration to attend funeral services of staff members or attend funerals to provide emotional support for staff members as an extension of their school duties as principal. The absence will not be considered use of the Principal's personal leave or sick leave.
 6. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.
 7. Log. The Principal shall maintain a current log of used leave days with the secretary for the Superintendent.
- B. Health and Dental Insurance. The District shall pay for and provide the Principal with health and dental insurance for which the Principal is qualified under the District's group insurance plan.
 - C. Disability Insurance. The District will pay the Principal the amount of the long term disability insurance cost. This amount will then be payroll deducted from the Principal's check to pay the LTD premium.
 - D. Retirement Plan. The Principal may elect to designate part of the Principal's annual salary to be invested in a 403(b) plan to the extent such is offered by the District.

- E. Meetings and Dues. The Principal shall attend appropriate professional meetings provided that such attendance does not interfere with the proper performance of Principal's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. The District will pay the Principal's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Principal's position upon the Principal's request and approval by the Superintendent.
- F. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Principal's official duties shall be reimbursed at the rate set annually by the Board for District travel.
- G. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Principal in the Principal's individual capacity or the Principal's official capacity as an agent or employee of the District, provided that the incident arose while the Principal was acting (or, in good faith, reasonably believed that the Principal was acting) within the scope of the Principal's employment with the District and the District is not in an adverse position in the legal proceedings.
- H. Other Benefits. The Principal may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Principal meets the conditions and eligibility requirements for such benefits.

4. Duties. The Principal is employed as the Elementary Principal (Grades PK-5). The Principal shall perform the duties of such position as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Principal shall be subject to assignment to such other duties by the Board or the Superintendent and may be assigned to a different position for which the Principal is qualified by reason of certification, endorsement, or college preparation. In addition to the normal duties traditionally required of certificated employees, the Principal may be assigned extra duty assignments by the District. Such assignments shall be upon such terms and conditions and at such additional rate of compensation as the Principal and the District may agree upon; provided that the Principal shall not unreasonably refuse to accept such assignments. The Principal agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

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

5. Contract Termination. In the event the Principal violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Principal's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a Principal or Secondary Principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by

the required date, provided that such date not be prior to March 15; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Principal may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Duty assignments which do not require a teaching or administrative certificate are on an at-will basis, shall be subject to removal without cause and shall not be subject to continuation or renewal as part of the Principal's Contract.

Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of days of service provided to the date of such termination bears to the number of days of service that have been provided in the contract year. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Principal, shall be set off from sums due to the Principal and, if the sums owing to the District are in excess of the sums due the Principal, the amount owing shall be immediately refunded by the Principal.

The Board of Education may require a certificate of health and physical fitness of Principal in accordance with applicable law at any time while this Contract is in force. Should the Principal be unable to perform the Principal's duties by reason of mental or physical incapacity or any reason beyond the Principal's control, and said disability exists for a period exceeding the Principal's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Principal unable to perform essential functions of the positions for which the Principal is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

6. Representations and Legal Requirements. The Principal affirms that: (1) the Principal holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Principal shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Principal is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Principal further warrants and represents as follows: (1) all information set forth in the Principal's application for employment and other information provided by the Principal in seeking employment are true and accurate, and if said information ceases to be true, Principal will advise the Board of Education immediately; (2) Principal has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as

defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Principal has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Principal from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before March 1, 2016 shall constitute a rejection by the Principal of the offer of employment.

<p>Executed this 15th day of February, 2016.</p> <p>_____</p> <p>Principal</p>	<p>Executed this 15th day of February, 2016.</p> <p>Board of Education of Polk County School District 0019, a/k/a Osceola Public Schools</p> <p>By: _____</p> <p>President</p> <p>Attest: _____</p> <p>Other Authorized Officer</p>
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