

Regular December Board Meeting

Monday, December 9, 2013 7:00 PM

1. Call the meeting to order
 - 1.1. Verification of Open Meetings Act Notice
 - 1.2. Verification of publication of meeting notice
 - 1.3. Roll Call
2. Consider and approve the current board meeting agenda

Motion to approve the current month's board meeting agenda as presented passed with a motion by Kim Molzahn and a second by Scott Herrick.
Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, John Siel: Yea
3. Action Items
 - 3.1. Consent Agenda

Motion to approve consent agenda passed with a motion by John Siel and a second by James Haussermann.
Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, John Siel: Yea

 - 3.1.1. Minutes of previous meetings
 - 3.1.2. Monthly Financial Report
 - 3.1.3. Claims
 - 3.2. Consider and approve payment of \$945.65 from the special building fund to Marlatt Machine Shop for improvements made in the school kitchen

Motion to approve payment of \$945.65 from the special building fund to Marlatt Machine Shop for improvements made in the school kitchen passed with a motion by Scott Herrick and a second by Kim Molzahn.
Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, John Siel: Yea
 - 3.3. Consider and approve adoption of resolution approving the Franklin Public School District's Temporary Early Retirement Incentive Policy (TERIP)
 - 3.4. Consider and approve superintendent's contract as discussed

Motion to consider and approve superintendent's contract passed with a motion by John Siel and a second by Scott Herrick.
Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim Molzahn: Yea, John Siel: Yea
4. Discussion Items
 - 4.1. ILCD Presentation at 7:30 PM
 - 4.2. FCCLA Clusters Presentation at 8:00 PM
 - 4.3. 8000 & 9000 Series Policy Review
 - 4.4. Negotiations Update (Possible Executive Session)
 - 4.5. Superintendent's Evaluation (Possible Executive Session)
5. Visitor Comments
6. Elementary Principal's Report
7. Secondary Principal/Activities Director's Report

8. Superintendent's Report

8.1. Staff Christmas Party Reminder

8.2. Kitchen Floor Project Update

8.3. Board Members Terms & Committees

8.4. Legislative Update

8.5. New Liability Reporting Requirements During Audit

9. Positive Comments

10. Adjournment

Motion to adjourn at the meeting at 9:25 PM passed with a motion by John Siel and a second by Raquel Felzien.

Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim

Molzahn: Yea, John Siel: Yea

Motion to adjourn at the meeting at ? PM passed with a motion by Raquel Felzien and a second by James Haussermann.

Raquel Felzien: Yea, Ron Fritson: Yea, James Haussermann: Yea, Scott Herrick: Yea, Kim

Molzahn: Yea, John Siel: Yea

Franklin Public Schools Board Of Education Meeting Minutes

Regular November 2013 Meeting

November 11, 2013 @ 8:00 PM

Franklin Public Schools Media Center

Board Members Present & Absent

Attendance Taken at 8:03 PM:

Present Board Members:

Raquel Felzien

Ron Fritson

James Haussermann

Scott Herrick

Kim Molzahn

John Siel

1. Call the meeting to order

The regular, November 11th, 2013, meeting of the Franklin Public School Board was opened by Board President Ron Fritson at 8:00 PM.

1.1. Verification of Open Meetings Act Notice

Board Member Haussermann verified that the Open Meetings Notice was posted in the Franklin Public School's Media Center.

1.2. Verification of publication of meeting notice

Board Member Siel verified that the meeting notice was published in the Franklin Chronicle.

1.3. Roll Call

Roll call of the November 11th, 2013 meeting of the Franklin Public School Board was taken by Board President Ron Fritson.

2. Consider and approve the current board meeting agenda

Motion to approve the current month's board meeting agenda as presented passed with a motion by Kim Molzahn and a second by Raquel Felzien.

3. Action Items

3.1. Consent Agenda

Motion to approve consent agenda passed with a motion by John Siel and a second by James Haussermann.

3.1.1. Minutes of previous meetings

3.1.2. Monthly Financial Report

3.1.3. Claims

3.1.4. Consider and approve request by the Franklin Teachers Association to be recognized as the exclusive bargaining agent for the district's non-supervisory

certificated staff for the 2015-16 contract year

3.2. Consider and approve payment of \$75.00 to H & Y Leveling

Motion to approve payment of \$75.00 to H & Y Leveling passed with a motion by John Siel and a second by James Haussermann. Herrick abstained.

3.3. Consider and approve providing financial support to the band for their trip to South Dakota as discussed

Motion to approve providing financial support to the band for their trip to South Dakota by providing \$3000 for transportation costs passed with a motion by John Siel and a second by Kim Molzahn.

3.4. Consider and approve adoption of resolution approving the Franklin Public School District's Temporary Early Retirement Incentive Policy (TERIP)

A survey of the current Franklin Public Schools teaching staff was conducted. Five teachers who are currently eligible for retirement and considering retirement indicated they are interested in knowing more about an early retirement incentive program, which could expedite their retirement from the school district. Each of those five teachers had the opportunity to have audience with the superintendent of schools to ask any questions pertaining to the attached temporary early retirement incentive program (TERIP) agreement and to express and concerns or questions they might have pertaining to the agreement. No action was taken on this item, as it was tabled until the regular December Board Meeting.

4. Discussion Items

4.1. Board Members' Picture

4.2. 2013 Audit

4.3. Negotiations Update (Possible Executive Session)

Motion to go into executive session for the purpose of discussing negotiations with Franklin Teachers Association passed with a motion by Siel and a second by Molzahn. The purpose for going into executive session was repeated by Board President Ron Fritson at 8:58 PM. Motion to come out of executive session passed with a motion by Siel second by Herrick at 9:27 PM.

4.4. Superintendent's Evaluation

5. Visitor Comments

6. Elementary Principal's Report

7. Secondary Principal/Activities Director's Report

8. Superintendent's Report

8.1. State Aid Prior Year Correction

8.2. Tax Modernization Update

8.3. Free Labor

8.4. State School Board Convention

8.5. Staff Christmas Party

9. Positive Comments

Thanks to all of the Veterans who served our country. Their service is recognized and appreciated! Also, thanks to all the Franklin Public School Staff who helped with another successful Veterans Day Program at the school.
-Ron Fritson, Board President

Mr. Vetter's construction class has completed the first of three sections of sidewalk that will create a safe path from the baseball fields to the school. He and his students are doing a great job on this project. -Ken Schroeder, Superintendent

Thanks to the staff for all the work they do throughout the course of the year to prepare for a successful financial audit and the financial operations of the school. -Raquel Felzien

Thanks to Stacey for all the work he does in the off season to make the football field and the grounds look great! -Adam Boettcher, 7-12 Principal/AD

Congratulations to Casy Korr, Franklin Public Schools Pre-School Teacher, for being named the "Head Start Teacher of the Year." This is a prestigious honor that reflects the hard work, care, and expertise Casy brings to Franklin Public Schools. -Kim Molzahn

10. Adjournment

Motion to adjourn at the meeting at 9:57 PM passed with a motion by Scott Herrick and a second by John Siel.

General Fund
November 30, 2013

Check Beginning Balance	10/31/13	\$778,377.50	
	Claims for 11/11 /13 Meeting	(\$46,382.32)	
	November Local PPd Claims	(\$8,885.64)	
	November Payroll	(\$309,981.34)	
	Lunch Fund Reim for November Payroll	\$6,893.40	
	Dir Dep's, Deposits & Int	\$171,475.19	
	Void old O/S checks- October	\$0.00	
	End of Month Checking Balance		\$591,496.79
	11/30/13 Investments	\$926,816.69	
	11/2013 Interest	\$107.47	
	11/30/13		\$926,924.16

Total General Fund 11/30/13	\$1,518,420.95
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Checking FSB 11/30/13	\$599,247.95	
Less Outstanding checks	(\$7,751.16)	
Plus Outstanding Deposits		
11/30/13		\$591,496.79

FSB	CD # 33723	\$106,211.30	2/1/14 3 Mths
FSB	CD # 34031	\$311,879.55	1/1/14 3 Mths
FSB	CD # 34032	\$314,068.99	4/1/14 6 Mth
SCSB	CD # 402352	\$121,568.07	12/1/13 Mthly
SCSB	CD # 402354	\$73,196.25	12/1/13 Mthly
	Investment Total 10/31/13		\$926,924.16

Recon Total	10/31/13	\$1,518,420.95
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Revenue Summary Report
Processing Month: 11/2013
Regular; Processing Month 11/2013

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1110	LOCAL PROPERTY TAX	3,063,166.00	57,780.15	835,846.26	27.29	2,227,319.74
01 1115	CARLINE TAX	0.00	0.00	76.35	0.00	(76.35)
01 1125	MOTOR VEHICLE TAX	100,000.00	8,076.25	24,427.71	24.43	75,572.29
01 1240	TUITION REC FROM INDIVID - SP ED	500.00	0.00	0.00	0.00	500.00
01 1270	PRE-SCHOOL TUITION	0.00	300.00	800.00	0.00	(800.00)
01 1410	INTEREST	10,000.00	253.37	1,621.85	16.22	8,378.15
01 1610	LOCAL LICENSES AND FEES	1,000.00	1,000.00	1,000.00	100.00	0.00
01 1620	POLICE COURT FINES	0.00	0.00	50.00	0.00	(50.00)
01 1990	OTHER LOCAL RECEIPTS	5,000.00	0.00	0.00	0.00	5,000.00
	Subtotal: LOCAL RECIEPTS	3,179,666.00	67,409.77	863,822.17	27.17	2,315,843.83
01 2110	COUNTY FINES AND LIC. FEES	5,000.00	1,178.44	2,152.63	43.05	2,847.37
01 2130	OTHER COUNTY RECEIPTS	0.00	0.00	860.16	0.00	(860.16)
01 2160	PRO-RATE MOTOR VEHICLES	0.00	0.00	0.00	0.00	0.00
	Subtotal: COUNTY AND ESU RECEIPTS	5,000.00	1,178.44	3,012.79	60.26	1,987.21
01 3110	STATE AID	1,009,488.00	84,709.84	416,519.63	41.26	592,968.37
01 3120	S.P.E.D.	125,000.00	0.00	0.00	0.00	125,000.00
01 3125	SPECIAL ED TRANSPORTATION SCHOOL AGE	2,500.00	0.00	0.00	0.00	2,500.00
01 3130	HOMESTEAD EXEMPTION	0.00	0.00	0.00	0.00	0.00
01 3131	RELIEF TO PROPERTY TAX	0.00	0.00	0.00	0.00	0.00
01 3135	HIGH ABILITY LEARNERS	3,500.00	0.00	4,194.00	119.83	(694.00)
01 3180	PRO-RATE MOTOR VEHICLE	5,000.00	23.69	780.05	15.60	4,219.95
01 3200	STATE APPORTIONMENT	35,000.00	0.00	0.00	0.00	35,000.00
01 3300	IN-LIEU OF SCH. LAND TAX	0.00	614.30	1,776.72	0.00	(1,776.72)
01 3500	STATE CATEGORICAL PROGRAMS	25,000.00	0.00	0.00	0.00	25,000.00
01 3512	DISTANCE EDUCATION INCENTIVE PAYMENTS	0.00	0.00	5,000.00	0.00	(5,000.00)
01 3540	EARLY CHILDHOOD	0.00	8,064.00	8,064.00	0.00	(8,064.00)
01 3990	OTHER STATE RECEIPTS	24,941.00	0.00	0.00	0.00	24,941.00
	Subtotal: STATE RECEIPTS	1,230,429.00	93,411.83	436,334.40	35.46	794,094.60
01 4200	TITLE I	72,110.00	0.00	80,314.00	111.38	(8,204.00)
01 4310	TITLE IIA	13,667.00	0.00	0.00	0.00	13,667.00
01 4315	TITLE II, PART B NCLB	0.00	0.00	0.00	0.00	0.00
01 4320	Innovation Ed Prog(Include NCLB TitleV)	0.00	0.00	0.00	0.00	0.00
01 4404	IDEA BASE	1,042.00	0.00	27,086.00	2,599.42	(26,044.00)
01 4406	IDEA PRESCHOOL(619) BASE ALLOCATION	0.00	0.00	0.00	0.00	0.00
01 4410	IDEA ENROLLMENT/POVERTY	0.00	0.00	52,939.00	0.00	(52,939.00)
01 4450	MEDICAID IN SCHOOLS	50,000.00	0.00	1,375.59	2.75	48,624.41
01 4455	MEDICAID ADMIN. ACTIV.	30,000.00	4,159.30	4,159.30	13.86	25,840.70
01 4593	IDEA ENROLLMENT POVERTY	0.00	0.00	0.00	0.00	0.00
01 4599	FED STIMULUS/STATE AID	0.00	0.00	0.00	0.00	0.00
01 4610	ARRA: IDEA PART B(611) ENROLL/POV	0.00	0.00	0.00	0.00	0.00
01 4630	ARRA: IDEA PRESCHOOL(619) ENROLL/POV	0.00	0.00	0.00	0.00	0.00
01 4690	OTHER FEDERAL NON-CATEGORICAL RECEIPTS	90,000.00	0.00	0.00	0.00	90,000.00
01 4810	ARRA TITLE I PART D	0.00	0.00	0.00	0.00	0.00
01 4850	UNIVERSAL SERVICE FUND (E-RATE)	0.00	0.00	3,779.17	0.00	(3,779.17)
01 4960	DRUG FREE SCHOOLS	0.00	0.00	0.00	0.00	0.00
01 4985	TITLE II PART D	0.00	0.00	0.00	0.00	0.00
01 4990	REAP	30,760.00	0.00	0.00	0.00	30,760.00
01 4992	REAP	0.00	0.00	0.00	0.00	0.00
	Subtotal: FEDERAL RECEIPTS	287,579.00	4,159.30	169,653.06	58.99	117,925.94
01 5200	LONG TERM LOANS	447,243.00	0.00	0.00	0.00	447,243.00
01 5300	INSURANCE ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00
01 5400	SALE OF PROPERTY	500.00	0.00	0.00	0.00	500.00

Revenue Summary Report
Processing Month: 11/2013
Regular; Processing Month 11/2013

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 5500	TRANSFERS FROM FUNDS (INCOMING)	0.00	0.00	0.00	0.00	0.00
01 5690	OTHER NON-REVENUE REC.	500.00	40.00	870.00	174.00	(370.00)
Subtotal: NON-REVENUE RECEIPTS		448,243.00	40.00	870.00	0.19	447,373.00
Fund Total:		5,150,917.00	166,199.34	1,473,692.42	28.61	3,677,224.58

Lunch Fund**November 30, 2013**

Balance on hand:	10/31/13	\$25,774.26
Receipts:		
	Meals, milk & juice	\$6,870.61
	Transfer from General Fund	\$0.00
	Fed Reim	\$10,453.21
	State Reim	\$0.00
	Interest Checking	\$2.83
Misc Deposits	AF Reim's to Lunch	\$0.00
	November Disbursements	(\$12,830.10)
	Payroll Reim to GF	(\$6,893.40)
		\$0.00

Balance on hand:	11/30/13	\$23,377.41
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Reconciliation:		
FSB	Super Now Acct Ckg	\$23,377.41
	plus outstanding deposits	\$0.00
	less outstanding checks	\$0.00

Recon Total	11/30/13	\$23,377.41
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	outstanding claims	\$0.00
Payroll Estimates, November		(\$8,000.00)
	outstanding Receipts	\$0.00
Net Estimate Cash Resource		\$15,377.41

Building Fund

November 30, 2013

Balance on hand: Bank Stmt 10/31/2013 \$29,614.79
Receipts: Interest \$3.53
Misc

Disbursements: \$0.00

Balance on hand: 11/30/13 \$29,618.32

Reconciliation: 11/30/13 \$29,618.32

FSB Super Now Acct Ckg
less outstanding cks \$0.00

Recon Total 11/30/13 \$29,618.32

Depreciation Fund

November 30, 2013

Balance on hand: 10/31/13 \$107,034.67

Receipts: \$0.00

Disbursements: Claims \$0.00

Balance on hand: 11/30/13 \$107,034.67

Reconciliation:

FSB Checking 10/15/13 \$107,034.67

plus outstanding dep \$0.00

less outstanding chks \$0.00

Recon Total 11/30/13 \$107,034.67

Employee Benefit/Unemployment Ins Fund

November 30, 2013

Balance on hand: 10/31/13 \$7,741.79

Receipts: Interest \$6.42

Disbursements: **(\$292.75)**

Balance on hand: 11/30/13 \$7,455.46

Reconciliation:

FSB Now Acct Ckg \$3,861.57

Less Outstanding Ck **(\$292.75)**

C#33386 \$3,886.64

Recon Total 11/30/13 \$7,455.46

Regular; Beginning Month 11/2013; Processing Month 11/2013; Active Chart of Account Number True; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0001	ATHLETICS	(288.79)	1,587.29	932.21	0.00	(943.87)
05 704 0002	CAMPS	5,370.00	0.00	0.00	0.00	5,370.00
05 704 0003	CROSS COUNTRY	0.00	0.00	0.00	0.00	0.00
05 704 0004	BASKETBALL/BOYS	577.50	0.00	0.00	0.00	577.50
05 704 0005	BASKETBALL/GIRLS	1,041.23	0.00	0.00	0.00	1,041.23
05 704 0006	Football	2,574.75	0.00	882.00	0.00	3,456.75
05 704 0007	GOLF	(80.00)	0.00	0.00	0.00	(80.00)
05 704 0008	TRACK/GIRLS	1,448.66	0.00	0.00	0.00	1,448.66
05 704 0010	VOLLEYBALL	2,727.24	2,119.87	671.46	0.00	1,278.83
05 704 0011	WRESTLING	892.04	1,487.66	1,873.18	0.00	1,277.56
05 704 0015	ANNUAL	327.97	0.00	220.00	0.00	547.97
05 704 0016	BAND	6,510.01	4,561.50	3,529.85	0.00	5,478.36
05 704 0017	CHEER SQUAD	780.42	18.61	0.00	0.00	761.81
05 704 0019	CONCESSIONS	2,293.13	3,131.51	343.40	0.00	(494.98)
05 704 0020	FCCLA	2,202.16	417.68	437.48	0.00	2,221.96
05 704 0021	FFA	5,957.37	959.00	11,711.66	0.00	16,710.03
05 704 0022	FOREIGN LANGUAGE	1,646.38	0.00	0.00	0.00	1,646.38
05 704 0023	FRESHMAN	184.45	0.00	0.00	0.00	184.45
05 704 0024	JUNIORS	4,005.71	0.00	20.00	0.00	4,025.71
05 704 0025	SENIOR BANNERS	487.88	0.00	0.00	0.00	487.88
05 704 0026	NHS	5,896.58	493.88	199.47	0.00	5,602.17
05 704 0027	OM/GIFTED	(667.07)	151.00	200.00	0.00	(618.07)
05 704 0028	SCIENCE CLUB	1,120.94	0.00	0.00	0.00	1,120.94
05 704 0029	SENIORS	1,920.29	0.00	0.00	0.00	1,920.29
05 704 0030	SOPHMORES	723.90	0.00	0.00	0.00	723.90
05 704 0031	STUDENT COUNCIL	193.98	0.00	0.00	0.00	193.98
05 704 0032	VOCAL	445.96	50.00	0.00	0.00	395.96
05 704 0034	CAPS/GOWNS	1,823.96	0.00	0.00	0.00	1,823.96
05 704 0037	GREENHOUSE	4,826.90	0.00	0.00	0.00	4,826.90
05 704 0038	COURTESY	963.28	98.00	0.00	0.00	865.28
05 704 0039	ELEMENTARY TEACHERS	4,060.13	101.43	0.00	0.00	3,958.70
05 704 0040	INDUSTRIAL ARTS	748.83	0.00	258.25	0.00	1,007.08
05 704 0041	INVESTMENTS	20,905.60	0.00	8.84	0.00	20,914.44
05 704 0043	LIBRARY	103.99	0.00	0.00	0.00	103.99
05 704 0046	SPECIAL PROJECTS	8,371.14	0.00	0.00	0.00	8,371.14
05 704 0047	SPEECH/DRAMA	(323.40)	936.35	0.00	0.00	(1,259.75)
05 704 0048	ENTREPRENEURSHIP	73.86	0.00	0.00	0.00	73.86
05 704 0049	ACE, 40 Dev Assets	634.35	220.00	0.00	0.00	414.35
05 704 0050	IND ARTS/DONATIONS	1,103.48	0.00	0.00	0.00	1,103.48
Fund Total: 05		91,584.81	16,333.78	21,287.80	0.00	96,538.83

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>
<u>Checking</u>	1		
Checking	1	Fund: 01 GENERAL FUND	
A-1 REFRIGERATION	9924173	6129	2,230.14
01 2620 314 0	HEATING WORK, fall maintenance		2,230.14
	Vendor Total:		2,230.14
ACT PUBLIC./FINANCE	31429366	6130	375.55
01 2120 410 2	SUPPLIES, Plan Tests, Simmons		375.55
	Vendor Total:		375.55
ADVANTAGE COMPANIES	11848	6131	257.81
01 2510 660 0	DATA PROCESSING, archive timecards		257.81
	Vendor Total:		257.81
AIG	CHC0068304	6132	528.40
01 2190 690 0	MISCELLANEOUS, 2013-14 SY Student Insura		528.40
	Vendor Total:		528.40
ALMQUIST M.G. & LUTH	6773-177920	6133	198.00
01 2510 660 0	DATA PROCESSING, Nov 2013 Flex		198.00
	Vendor Total:		198.00
ALPHA REHABILITATION PC	3025	6134	336.53
01 1216 313 1	PURCH SERVICES, Sp, B Wagner		227.33
01 1216 313 1	PURCH SERVICES,OT/PT, B Wagner		109.20
	Vendor Total:		336.53
ANTHOLZ, MELODY	2013 1123	6135	188.15
01 1100 670 2	TRAVEL/MILEAGE, NMEA Convention		188.15
	Vendor Total:		188.15
Apple Inc.	4261380252	6136	99.00
01 2310 460 0	COMPUTER HARDWARE		99.00
Apple Inc.	4261466683	6136	499.00
01 2310 460 0	COMPUTER HARDWARE		499.00
	Vendor Total:		598.00
AURORA COOPERATIVE	6072	6137	6,875.20
01 2750 336 0	GAS & OIL, Nov 2013		6,875.20
	Vendor Total:		6,875.20
B E PUBLISHING	45719	6138	664.30
01 1100 465 1	COMPUTER SOFTWARE, Edu Typing online		664.30
	Vendor Total:		664.30

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
BLUE CROSS BLUE SHIELD OF NEBRASKA	4351425	6139	175.72	
01 1100 285 2	VOLUNTARY TERMS-Health Ins, R Lienemann		175.72	
				175.72
				Vendor Total:
CHARTER COMMUNICATIONS	11242013	6140	335.83	
01 1100 382 2	DISTANCE ED, MBPS Optical Ethr Intra		1,570.00	
01 1100 382 2	DISTANCE ED, NE Universal		21.83	
01 1100 382 2	DISTANCE ED, Rate Adjust		(1,256.00)	
				335.83
				Vendor Total:
CHASE CARD SERVICES	112620103	6141	3,112.43	
01 2750 336 0	GAS & OIL, FCCLA Clusters		122.56	
01 1100 417 2	BUSINESS, meals for students, Hammer		75.44	
01 2750 336 0	GAS & OIL, Singapore Math, Largent/Marks		68.43	
01 2190 670 0	TRAVEL/MGE, Singapore Math, Largent/Mark		159.00	
01 2190 670 0	TRAVEL/MILEAGE, School Imp, Kahrs,Einspa		166.00	
01 2120 670 2	TRAVEL/MILEAGE, School Imp, Simmons		83.00	
01 2410 670 0	MILEAGE/TRAVEL, School Imp, Kahrs		83.00	
01 2320 670 0	TRAVEL/MILEAGE, School Imp, Schroeder		83.00	
01 2310 690 0	MISC, St School Board meals		360.23	
01 2750 336 0	GAS & OIL, FB Playoffs, Schroeder/Boettc		138.00	
01 2190 631 2	BAND, Doane Honor Band, meals		91.00	
01 2190 631 2	BAND, Doane Honor Band, lodging		217.80	
01 2410 670 0	MILEAGE/TRAVEL, Boettcher		28.20	
01 2410 690 0	MISC, parking, Boettcher		22.00	
01 2410 670 0	MLG/TRAVEL, NSIAA Conv meals, Boettcher		19.19	
01 2410 670 0	MLG/TRAVEL, NSIAA ConvLodging, Boettcher		159.90	
01 2310 670 0	TRAVEL/MILEAGE, lodging St School Board		1,033.89	
01 1100 419 0	STUDENT FEES/OTHER, UNL Math Day, Einsph		166.00	
01 1100 417 2	BUSINESS, Econ Edu wkbks, Hammer		35.79	
				3,112.43
				Vendor Total:
CITY OF FRANKLN	11302013	6142	6,504.96	
01 2610 322 0	ELECTRICITY		5,574.39	
01 2610 323 0	WATER & SEWER		312.00	
01 2610 324 0	GARBAGE DISPOSAL		618.57	
				6,504.96
				Vendor Total:

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
COMPUTER HARDWARE INC.	23039	6143	568.00	
01 2620 310 0	REPAIR SERVICES		568.00	
COMPUTER HARDWARE INC.	23073	6143	568.00	
01 2620 310 0	REPAIR SERVICES		568.00	
COMPUTER HARDWARE INC.	33533	6143	316.00	
01 1100 410 2	SUPPLIES, student magsafe		316.00	
				1,452.00
				Vendor Total:
CULLIGAN OF KEARNEY	112513	6144	10.50	
01 2610 410 0	SUPPLIES, Cold/Room Temp Cooler		10.50	
				10.50
				Vendor Total:
DANA F. COLE & COMPANY	023966	6145	2,100.00	
01 2510 311 0	AUDIT, FY 2013		2,100.00	
				2,100.00
				Vendor Total:
DEARBORN NATIONAL LIFE INSURANCE COMPANY	11152013	6146	255.91	
01 1100 260 1	LIFE INSURANCE		59.10	
01 1100 260 2	LIFE INSURANCE		94.81	
01 1200 260 2	LIFE INSURANCE		6.00	
01 1310 260 0	LIFE INSURANCE		1.20	
01 2120 260 1	LIFE INSURANCE		3.00	
01 2120 260 2	LIFE INSURANCE		3.00	
01 2222 260 0	LIFE INSURANCE		4.80	
01 2320 260 0	LIFE INSURANCE		12.00	
01 2410 260 1	LIFE INSURANCE		6.00	
01 2410 260 2	LIFE INSURANCE		6.00	
01 2610 260 0	LIFE INSURANCE		18.00	
01 4200 260 0	LIFE INSURANCE		6.00	
01 4310 260 0	LIFE INSURANCE		6.00	
01 4404 260 0	LIFE INSURANCE		6.00	
01 4410 260 1	LIFE INSURANCE		6.00	
01 4410 260 2	LIFE INSURANCE		6.00	
01 1160 260 1	LIFE INSURANCE		6.00	
01 9001 260 0	Life INSURANCE		6.00	
				255.91
				Vendor Total:
ESU 10	11212013	6147	3,000.00	
01 1100 382 2	DISTANCE EDUCATION, Nov 2013		3,000.00	
				3,000.00
				Vendor Total:
ESU 11	1213-1-7	6150	2,866.88	
01 3540 313 0	Early Chldhd Purch PUPIL SRV, 0-2 Years		2,866.88	
ESU 11	1314-1-8	6150	42,372.89	
01 1216 313 1	PURCH SERVICES, Speech Path, Level I		13,387.50	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>
01 1200 313 0	PURCH SERVICES, School Psych, Level I		12,474.00
01 1200 316 0	PURCH SERVICES, Program Super, Level I		2,571.62
01 1200 313 0	PURCH SERVICES, Transition, Level I		1,828.75
01 1218 313 1	PURCH SERVICES, Occup Therapy, Level I		4,455.00
01 1100 319 0	IN-SERVICE/PROF. DEV., Level I		1,939.20
01 1219 313 2	Purch Serv,PUPIL SERV, New View Lev III		5,716.82
ESU 11	1922	6148	2,987.50
01 2510 660 0	DATA PROCESSING, GNENC Tech Consulting		2,787.50
01 2510 660 0	DATA PROCESSING, GNENC Disaster Recovery		200.00
ESU 11	1931	6149	30.00
01 2190 630 2	Fees-Ind Arts, Vetter, VEX Robotics		30.00
			48,257.27
			Vendor Total:
FAMILY P.T. & SPORTS	1113	6151	76.64
01 1240 319 0	PURCHASED SERVICES, K Rewerts		76.64
			76.64
			Vendor Total:
FRANKLIN AUTO PARTS	11272013	6152	538.72
01 2750 690 0	MISC, supplies grounds		294.12
01 2750 336 0	GAS & OIL, oil/filters		244.60
			538.72
			Vendor Total:
FRANKLIN COUNTY CHRONICLE	10312013	6153	427.89
01 2510 350 0	ADVERTISING/PRINTING, Oct 2013		427.89
			427.89
			Vendor Total:
FRANKLIN HOSPITAL	11072013	6154	100.00
01 2750 690 0	MISC, P Reiber, bus physical		100.00
			100.00
			Vendor Total:
FRONTIER	11212013	6155	524.63
01 2510 342 0	TELEPHONE		524.63
			524.63
			Vendor Total:
GOVCONNECTION, INC	50824302	6156	400.35
01 1100 410 2	SUPPLIES, lamp replacement, Shan Kahrs		400.35
GOVCONNECTION, INC	50848502	6156	196.52
01 1100 410 2	SUPPLIES, lamp replace, Cleveland		196.52
GOVCONNECTION, INC	50862787	6156	368.31
01 1100 410 1	SUPPLIES, P Sidlo		368.31

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
				Vendor Total:
				965.18
GRAMKE, DOTTIE	11202013	6157	331.89	
01 2190 670 0	TRAVEL/MILEAGE, All State Child Choir		331.89	
				Vendor Total:
				331.89
HOLMES, LANA	130765	6158	7.50	
01 2750 690 0	MISC, L Holmes bus permit renewal		7.50	
				Vendor Total:
				7.50
HOMETOWN LEASING	12252013	6159	1,581.36	
01 5000 610 0	REDEMPTION OF PRINCIPAL, copier lease		1,581.36	
				Vendor Total:
				1,581.36
JAMES, BRENDA	11302013	6160	406.80	
01 2760 336 0	GAS & OIL		406.80	
				Vendor Total:
				406.80
LIPS	52395	6161	239.41	
01 2410 410 1	SUPPLIES, ACE Problem Solving Forms		119.71	
01 2410 410 2	SUPPLIES, ACE Problem Solving Forms		119.70	
				Vendor Total:
				239.41
MATHESON TRI-GAS, INC	50514155	6162	32.94	
01 1100 418 2	Vo Ag, Rocker		16.47	
01 1100 413 2	INDUST ARTS, Vetter		16.47	
				Vendor Total:
				32.94
MIDWEST FLOOR SPECIALISTS	13146	6163	2,616.90	
01 2610 410 0	SUPPLIES, mops-finish-cleaner		2,616.90	
				Vendor Total:
				2,616.90
MIERAU & CO PC	16299	6164	350.00	
01 2510 660 0	DATA PROCESSING, Nov 2013 Payroll		350.00	
				Vendor Total:
				350.00
MOSAIC	AXT1113	6165	2,211.67	
01 1200 370 1	TUITION PD OTH AGENCIES SP ED, B Wagner		2,170.35	
01 1218 313 1	Purchased Serv,PUPIL SERVICES, OT B Wagn		41.32	
				Vendor Total:
				2,211.67
NCSA	31885	6166	50.00	
01 2410 630 1	FEES, 2013 Emerging Superintendent, Kahr		50.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
				Vendor Total:
				50.00
NMC EXCHANGE LLC	PART2789036	6167	104.52	
01 2750 338 0	VEHICLE REPAIRS, bus		104.52	
NMC EXCHANGE LLC	SERV01111642	6167	3,167.05	
01 2750 338 0	VEHICLE REPAIRS, 08 Fl warranty work		3,167.05	
				Vendor Total:
				3,271.57
OK TIRE STORE	11292013	6168	762.00	
01 2750 337 0	TIRES & PARTS, Red Ford Van		762.00	
				Vendor Total:
				762.00
ONE SOURCE	2211-	6169	15.00	
	20131130			
01 2320 690 0	MISCELLANEOUS, L Harmon		15.00	
				Vendor Total:
				15.00
PERRY, GUTHERY, HAASE & GESSFORD, PC, LLO	11202013	6170	1,433.42	
01 2310 317 0	LEGAL SERVICES, Oct 2013		506.00	
01 2310 317 0	LEGAL SERVICES, Nov 2013		927.42	
				Vendor Total:
				1,433.42
PLANK LUMBER & HARDWARE	112622013	6171	53.82	
01 2620 410 0	SUPPLIES		53.82	
				Vendor Total:
				53.82
PLATTE VALLEY COMMUNICATIONS/KEARNEY	83859	6172	583.67	
01 2620 310 0	REPAIR SRV, radio connect/range issue		583.67	
				Vendor Total:
				583.67
PRESTO-X	30221699	6173	117.60	
01 2620 310 0	REPAIR SERVICES, Nov 2013		117.60	
				Vendor Total:
				117.60
PRINCIPAL LIFE/DEPT. 900	11172013	6174	1,188.95	
01 1100 290 1	DISABILITY INSURANCE		231.40	
01 1100 290 2	DISABILITY INSURANCE		416.09	
01 1200 290 1	Disability Ins, OTHER BENEFITS		47.60	
01 1200 290 2	Disability Ins, OTHER BENEFITS		41.81	
01 1190 290 0	DISABILITY INSURANCE		14.85	
01 4404 290 0	DISABILITY INSURANCE		12.50	
01 1310 290 0	DISABILITY INSURANCE		5.91	
01 2120 290 1	DISABILITY INSURANCE		11.56	
01 2120 290 2	DISABILITY INSURANCE		11.56	
01 2222 290 0	DISABILITY INSURANCE		23.61	
01 2320 290 0	DISABILITY INSURANCE		72.60	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
01 2410 290 1	DISABILITY INSURANCE		38.20	
01 2410 290 2	DISABILITY INSURANCE		54.96	
01 2610 290 0	DISABILITY INSURANCE		45.89	
01 4200 290 0	Disability,OTHER BENEFITS		28.98	
01 4310 290 0	Disability, OTHER BENEFITS		20.90	
01 4410 290 1	DISABILITY INSURANCE		22.82	
01 4410 290 2	DISABILITY INSURANCE		22.82	
01 1160 290 1	OTHER BENEFITS		26.39	
01 9001 290 0	Disability,OTHER BENEFITS		38.50	
			Vendor Total:	1,188.95
PROTEX CENTRAL INC.	IN00042403	6175	209.09	
01 2620 310 0	REPAIR SRV, service inspect		209.09	
			Vendor Total:	209.09
RIGHTWAY	11262013	6176	91.25	
01 1100 418 2	FCS, Schegg Acct 372		91.25	
RIGHTWAY	Nov262013	6176	671.01	
01 1100 416 2	SCIENCE, PO 216Shannette		9.13	
01 1100 410 1	SUPPLIES, PO 188Lacey		6.18	
01 1100 410 2	SUPPLIES, PO 138Angie		4.59	
01 2620 410 0	SUPPLIES, custodial		616.19	
01 2620 410 0	SUPPLIES, grounds		29.65	
01 1100 410 2	SUPPLIES, Access, Haussermann		1.29	
01 1100 410 2	SUPPLIES, library fund raiser		3.98	
			Vendor Total:	762.26
ROCKER, DAVID	11302013	6177	188.71	
01 1100 670 1	TRAVEL/MILEAGE, Wksp @ GI		188.71	
			Vendor Total:	188.71
RUTT, MELANIE	11302013	6178	315.24	
01 2190 670 0	TRAVEL/MILEAGE, All State Child Choir		315.24	
			Vendor Total:	315.24
SCHROEDER, KENNETH	11302013	6179	174.22	
01 2320 670 0	TRAVEL/MILEAGE, meal St School Board		11.50	
01 2320 670 0	MILEAGE, IEP @ CCC		71.19	
01 2320 670 0	MILEAGE, TVC One-Act		91.53	
			Vendor Total:	174.22
Schutz, Jennifer	11302013	6180	234.47	
01 1218 313 2	Purch Serv,PUPIL SERVICES, OT Ignowski		234.47	
			Vendor Total:	234.47
SHAD'S AUTO, INC.	9730	6181	655.90	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
01 2750 338 0	VEHICLE REPAIRS, diesel xfer pump		655.90	
				Vendor Total:
				655.90
SOURCE GAS	201091216872	6182	216.29	
01 2610 321 0	FUEL/NATURAL GAS, bus barn		216.29	
SOURCE GAS	201091916871	6182	1,243.32	
01 2610 321 0	FUEL/NATURAL GAS, Main Srv		1,243.32	
SOURCE GAS	201714042072	6182	450.61	
01 2610 321 0	FUEL/NATURAL GAS, Greenhouse		450.61	
				Vendor Total:
				1,910.22
STATE OF NEBRASKA	843528	6183	233.21	
01 1100 382 2	DISTANCE EDU, October 2013		233.21	
				Vendor Total:
				233.21
STELLING BRASS & WINDS	311039	6184	109.80	
01 1100 411 2	BAND, bass clarinet repair		109.80	
				Vendor Total:
				109.80
STUHR MUSEUM - EDUCATION DEPARTMENT	4532	6185	87.50	
01 1100 419 0	STUDENT FEES/OTHER, Hoffman/James		87.50	
				Vendor Total:
				87.50
TARMAN, TRAVIS	11302013	6186	245.21	
01 1100 670 2	MILEAGE, Coordinated School Health		135.60	
01 2190 670 0	TRAVEL/MILEAGE, JVFB Axtell		41.81	
01 1100 670 2	Mileage All Dist FB Mtg		67.80	
				Vendor Total:
				245.21
VERIZON BUSINESS	09845815	6187	136.45	
01 2510 342 0	TELEPHONE		136.45	
				Vendor Total:
				136.45
VERIZON WIRELESS	9715553882	6188	347.29	
01 2510 342 0	TELEPHONE		347.29	
				Vendor Total:
				347.29
WOODWARD'S DISPOSAL SERV INC	NO8521-1342	6189	47.50	
01 2510 690 0	MISCELLANEOUS, document destruction		47.50	
				Vendor Total:
				47.50
WOODWIND BRASSWIND	ARINV1775278	6190	607.67	
	9			
01 1100 411 2	BAND, supplies, M Price		607.67	
WOODWIND BRASSWIND	ARINV1799024	6190	287.11	
	9			
01 1100 411 2	BAND, supplies, M Price		287.11	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Check #</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
				Vendor Total:
				894.78
YANDA'S MUSIC & PRO AUDIO	226320	6191	64.00	
01 1100 411 2	BAND, Yamaha Tom Ball Clamp, Price		64.00	
				Vendor Total:
				64.00
				Fund Total:
				101,960.11
				Checking Account Total:
				101,960.11

\$31,175.00 2013-14

	BA	BA+9	BA+18	BA+27	MA	MA+9
1	1	1.05	1.1	1.15	1.2	1.25
1	\$31,175.00	\$32,733.75	\$34,292.50	\$35,851.25	\$37,410.00	\$38,968.75
2	1.04	1.09	1.14	1.19	1.24	1.29
2	\$32,422.00	\$33,980.75	\$35,539.50	\$37,098.25	\$38,657.00	\$40,215.75
3	1.08	1.13	1.18	1.23	1.28	1.33
3	\$33,669.00	\$35,227.75	\$36,786.50	\$38,345.25	\$39,904.00	\$41,462.75
4	1.12	1.17	1.22	1.27	1.32	1.37
4	\$34,916.00	\$36,474.75	\$38,033.50	\$39,592.25	\$41,151.00	\$42,709.75
5	1.16	1.21	1.26	1.31	1.36	1.41
5	\$36,163.00	\$37,721.75	\$39,280.50	\$40,839.25	\$42,398.00	\$43,956.75
6	1.2	1.25	1.3	1.35	1.4	1.45
6	\$37,410.00	\$38,968.75	\$40,527.50	\$42,086.25	\$43,645.00	\$45,203.75
7		1.29	1.34	1.39	1.44	1.49
7		\$40,215.75	\$41,774.50	\$43,333.25	\$44,892.00	\$46,450.75
8		1.33	1.38	1.43	1.48	1.53
8		\$41,462.75	\$43,021.50	\$44,580.25	\$46,139.00	\$47,697.75
9			1.42	1.47	1.52	1.57
9			\$44,268.50	\$45,827.25	\$47,386.00	\$48,944.75
10			1.46	1.51	1.56	1.61
10			\$45,515.50	\$47,074.25	\$48,633.00	\$50,191.75
11				1.55	1.6	1.65
11				\$48,321.25	\$49,880.00	\$51,438.75
12				1.59	1.64	1.69
12				\$49,568.25	\$51,127.00	\$52,685.75
13					1.68	1.73
13					\$52,374.00	\$53,932.75
14					1.72	1.77
14					\$53,621.00	\$55,179.75
15						1.81
15						\$56,426.75
16						1.85
16						\$57,673.75

**FRANKLIN PUBLIC SCHOOLS
TEMPORARY EARLY RETIREMENT INCENTIVE PROGRAM
APPLICATION AND AGREEMENT**

APPLICATION DEADLINE: JANUARY , 2014.

This Temporary Early Retirement Incentive Program (“TERIP”) Application and Agreement is offered and made this ____ day of _____, 2014, between Franklin County School District 0506, a/k/a Franklin Public Schools (“School District”), and
_____ (“Certificated Employee”)
_____ (address)

WHEREAS, the School District has established a TERIP to be offered during the remainder of the 2013-2014 school year only, for the purpose of encouraging eligible certificated employees who are considering an early leave decision to accelerate their retirement plans; and,

WHEREAS, the Certificated Employee is desirous of voluntarily participating in the TERIP and in voluntarily resigning from employment; and,

WHEREAS, the Certificated Employee affirms as a condition of this Application that the Certificated Employee is eligible for the TERIP and specifically meets each of the following conditions for eligibility:

1. the Certificated Employee is employed by the School District, as of date of acceptance of the application, in a position requiring that the employee have a certificate issued by the Nebraska Department of Education;
2. the Certificated Employee will qualify under the Rule of 85 as of September 1, 2014; and
3. the Certificated Employee has not received written notice of possible cancellation, termination or non-renewal for reasons other than reduction in force; and,

WHEREAS, the Certificated Employee acknowledges that:

1. forty-five (45) or more days prior to the Certificated Employee’s execution of this Application and Agreement, the Certificated Employee received the TERIP Policy and Application form and a Memorandum from the Superintendent, which provided the Certificated Employee with information as to the class, unit, or group of individuals covered by the TERIP program, eligibility factors for such program, time limits applicable to such program; the job titles and ages of all individuals eligible or selected for the program, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the program;
2. the Certificated Employee has been advised in writing to consult with an attorney prior to executing this Application and Agreement;
3. the Certificated Employee has had 45 or more days to consider participation in the TERIP;
4. the Certificated Employee understands that the Certificated Employee has the right, for a period of at least seven days following the execution of the TERIP Application

and Agreement, to revoke the Agreement, and that the TERIP Application and Agreement does not become effective or enforceable until the revocation period has expired; and

5. the Certificated Employee's participation in the TERIP is knowing and voluntary and the Certificated Employee was not coerced in any manner to participate in the TERIP.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and stipulations set forth in this Application and Agreement, the Certificated Employee and the School District hereby agree as follows:

1. CERTIFICATED EMPLOYEE'S RESIGNATION: The Certificated Employee, by signing this Application and Agreement, hereby voluntarily, unconditionally, and irrevocably resigns from the Certificated Employee's employment with the School District effective at the end of the 2013-2014 school year. The Certificated Employee waives any and all notice of action by the Board of Education to accept the resignation and to terminate the Certificated Employee's continuing contract and employment with the School District. The Certificated Employee waives any and all rights the Certificated Employee may have under Neb. Rev. Stat. ' ' 79-824 to 79-839 (the teacher tenure law), or other laws as they now exist or as they may be amended in the future relating to continued employment. The Certificated Employee authorizes the School District to advertise for, and contract with, a replacement certificated employee, if deemed appropriate, for the 2013-2014 school year. The Certificated Employee authorizes the School District to approve and accept this Application and Agreement immediately upon its submission.

The School District, by approving and signing this Application and Agreement, hereby unconditionally and irrevocably accepts the Certificated Employee's resignation, ending all employment relations between the School District and the Certificated Employee, effective at the end of the 2013-2014 school year.

If the Certificated Employee is re-employed by the School District as a certificated employee to a position of .50 F.T.E. or greater prior to September 1, 2014, the Certificated Employee shall forfeit all or a portion of the severance benefit. This provision shall not apply to substitute teaching for the School District on a per diem basis.

The amount forfeited shall be determined based on the four year period of time that has not elapsed between September 1, 2014 and September 1, 2018, on a pro rata basis. To the extent the forfeited amount of the severance benefit has been paid, such forfeited amount shall be refunded immediately upon re-employment. Examples: If an employee is re-employed as of September 1, 2014, the entire severance benefit is forfeited. If an employee is re-employed as of September 1, 2015, three-fourths (3/4ths) of the severance benefit is forfeited and must be refunded immediately upon re-employment; if re-employment was as of September 1, 2016, the forfeiture is two-fourths (2/4ths), etc.

2. EARLY RETIREMENT BENEFITS: In consideration of the Certificated Employee's resignation, and of other covenants and conditions set forth in this Application and Agreement, the Certificated Employee shall receive the following benefits and payments:

- (a) **Early Retirement Benefit:** A qualified full-time certificated employee who has requested and been accepted for participation in the TERIP shall receive a severance benefit equal to **(\$???.??)** for each year of creditable service as recorded by the Nebraska Public Employees Retirement System with the School District, as of August 31, 2014, **up to a maximum of (?) years of creditable service.**

A qualified part-time certificated employee who has requested and been accepted for participation in the TERIP shall receive a severance benefit that is pro-rated to their FTE for the 2013-2014 school year. For example, a qualified part-time certificated employee who has requested and been accept for participation in the TERIP and whose FTE is .50 and who has 20 years of creditable service shall receive Four Thousand Dollars (\$4,000.00) ($20 \times \$400 = \$8,000 \times .50 = \$4,000$).

The severance benefit shall be payable in the form of a contribution to the School District's 403(b) annuity or custodial account for the benefit of the Certificated Employee. The severance benefit payments shall be made on the following schedule: **(1) over the course of three months; or (2) in one lump sum in one month.**

The parties agree that the non-elective contribution described herein will not exceed any Internal Revenue Code or other limit imposed by law at the time the contribution is made. If the School District determines that a contribution, together with any other contributions on behalf of the Certificated Employee, would cause the Certificated Employee to exceed the maximum allowed by law, the excess shall be paid to the Certificated Employee in cash, less required withholding.

- (b) **Tax Consequences:** The payments made pursuant to the TERIP are made to buy-out the tenure rights (i.e., continuing contract rights) of certificated staff, and in effect, make payments to secure the release of unexpired contracts of employment, and to pay a negotiated amount of money in exchange for permanent certificated employees giving up their constitutional and contractual rights to tenure and relinquishing such tenure rights. Further, pursuant to IRS Publication 15-B, contributions to the cost of health insurance premiums of a retiree are not subject to FICA and Social Security taxes. As such, FICA, Social Security taxes and similar taxes, are not to be withheld from payments made pursuant to this TERIP unless, in the sole discretion of the School District, it is determined that the law requires that such taxes or withholding be made, in which event the social security percentage and any other required state or federal withholdings may be subtracted from each payment to the participant. Otherwise, and except as otherwise provided in this TERIP, no state or federal retirement contributions, FICA, FUTA, or state or federal unemployment contributions, including employer and employee share thereof will be withheld from or contributed in relation to the payments. The Certificated Employee agrees that, in the event the School District or the Certificated Employee are called

upon to pay the federal government or the State of Nebraska, or any other state or federal authority, sums or payments that should have been withheld from or contributed in relation to the TERIP payments, including retirement contributions, FICA, FUTA, or state or federal unemployment contributions, the Certificated Employee shall indemnify and hold the School District harmless from any and all sums which it is called upon to pay, including the employee's and employer's share thereof and any and all penalties and interest arising from either the employee's share or employer's share thereof.

3. WAIVER AND RELEASE OF CLAIMS: By entering into this Agreement the Certificated Employee hereby releases, waives, acquits, and forever discharges the School District, all past, present, and future members of the Board of Education of such School District in their official and individual capacities, the Administrators, and all other officers, agents, and employees of the School District, in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, or attorneys' fees under 42 U.S.C. ' 1988, or the like, with respect to, arising out of, or in relation to the Certificated Employee's employment with the School District, including, but not limited to, claims or rights:

1. under the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA) (29 U.S.C. ' 621 et seq.), and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age (Neb. Rev. Stat. ' 48-1001 et seq.);
2. under the Employee Retirement Income Security Act of 1974 (ERISA) (29 U.S.C. ' 1001 et seq.)
3. under Title VI (42 U.S.C. § 2000d et seq.; 34 CFR §100 et seq.), Title VII (42 U.S.C. §2000e, et seq.) and Title IX of the Civil Rights Act of 1964 (20 U.S.C §1681; 34 CFR 106.1 et seq.);
4. under the Civil Rights Act of 1866 and 1871 (42 U.S.C. ' 1981, through and including 42 U.S.C. ' 1988);
5. under the Americans with Disabilities Act (42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq.), Section 504 of the Rehabilitation Act (29 U.S.C. §791, et seq.; 34 CFR §104, et seq.), and the Family Medical Leave Act of 1993 (29 U.S.C. ' 2601 et seq.);
6. under the Nebraska Fair Employment Practices Act (Neb. Rev. Stat. §48-1101 et seq.); the Nebraska Equal Opportunity in Education Act (Neb. Rev. Stat. §79-2,116 et seq.), the Industrial Relations Act, including unfair labor practices claims under that Act (Neb. Rev. Stat. §48-801 et seq.), and civil rights claims under Neb. Rev. Stat. § 20-168 and other state and local laws;
7. under the Wage Payment and Collection Act (Neb. Rev. Stat. §48-1228 et seq.), including claims or rights to be paid for any unused leave, but excluding rights to salary earned and unpaid for the final year of employment;
8. of or relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or national origin, or other protected status, free speech, and unlawful retaliation, before the state or federal EEOC or NEOC, or any other agency or department or state or federal courts under any state or federal constitution, law, rule, or regulation;

9. for breach of contract or tort, including but not limited to negligence, libel, slander, and breach of confidentiality or privacy;
10. of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the Certificated Employee's employment with the School District, this Application and Agreement, the TERIP, or the Certificated Employee's resignation from such employment.

This waiver and release is given in exchange for good and valuable consideration (the TERIP severance benefit) beyond that to which the Certificated Employee is otherwise entitled to pursuant to law or agreement.

4. LEGAL NOTICES

- (a) Consult Attorney. The Certificated Employee is advised to consult with an attorney before entering into the TERIP by signing this Application and Agreement.
- (b) Time to Consider. The Certificated Employee is given a period of at least 45 days within which to consider the TERIP policy and the Application and Agreement. The Certificated Employee acknowledges that the Certificated Employee has had sufficient time to consider the waiver and release of claims and all other matters contained in this Application and Agreement.

In the event the Certificated Employee signs this Application and Agreement prior to the 45 day time period, the Certificated Employee hereby states and affirms that: (1) the Certificated Employee's decision to accept such shortening of time is knowing and voluntary; (2) the Certificated Employee's decision to accept such shortening of time was not induced by the School District through fraud or misrepresentation, and (3) the Certificated Employee's decision to accept such shortening of time was not induced by the School District through a threat to withdraw or alter the offer prior to the expiration of the 45 day time period, or by providing different terms to employees who sign the release prior to the expiration of such time period.

- (c) Right to Revoke. The Certificated Employee has the right, for a period of seven days following the execution of this Application and Agreement, to revoke this Application and Agreement. This Application and Agreement shall not become effective or enforceable until the revocation period has expired.

Certificated Employee

STATE OF NEBRASKA)
)
COUNTY OF FRANKLIN)

ss.

On this _____ day of _____, 2014, before me, the undersigned notary public, duly commissioned and qualified in the aforesaid county, personally appeared _____, personally known to me to be the identical person who signed the above and foregoing Application and Agreement, and that such person acknowledged the execution of the Application and Agreement to be the person's voluntary act and deed.

Notary Public

Acceptance

The above Temporary Early Retirement Incentive Program Application and Agreement is hereby accepted and approved.

DATED this _____ day of _____, 2014.

**FRANKLIN COUNTY SCHOOL DISTRICT 0506, a/k/a
FRANKLIN PUBLIC SCHOOLS**

BY: _____
President or Other Duly Authorized School Official

RESOLUTION

BE IT RESOLVED by the Board of Education of this School District that any existing early retirement incentive program or policy for this School District should be, and is hereby, repealed effective immediately upon the passage of this Resolution, and that no employee shall be entitled to any benefits or claims under such program or policy, and that the new Temporary Early Retirement Incentive Program and Policy, and the Application and Agreement therefore, which are attached hereto and incorporated herein by this reference as though set forth in full, should be and are hereby approved and the same shall become effective and be in full force and effect immediately upon the passage of this Resolution and shall expire and be, and hereby are, repealed without further action of this Board of Education as of and effective on August 31, 2014.

The foregoing Resolution having been read in its entirety, Member _____ moved for its passage and adoption. Member _____ seconded same. After discussion and on roll call vote the following members voted in favor of passage and adoption of the above Resolution:

_____.

The following members voted against the same: _____

_____.

The following members were absent or not voting: _____

_____.

The above Resolution having been consented to and approved by more than a majority of the members of the Board of Education of this School District was declared as duly passed and adopted, with all provisions thereof being effective immediately, at a duly called and lawfully held meeting of this School District in full compliance with the Nebraska Open Meetings Law.

DATED this 9th day of December, 2014.

**FRANKLIN COUNTY SCHOOL DISTRICT 0506,
A/K/A FRANKLIN PUBLIC SCHOOLS**

BY: _____
President

ATTEST:

Secretary

TERIP *Potentia* | Cost Savings Calculator

Name	Insurance Type	Index Factor	2013-14 Base Salary	Salary Cost	Health/Dental Insurance	FICA	Retirement	Total Compensation
Teacher 1	ES	1.59	\$31,175	\$49,568	\$12,616	\$3,792	\$4,897	\$70,874
Teacher 2	F	1.59	\$31,175	\$49,568	\$16,840	\$3,792	\$4,897	\$75,098
Teacher 3	ES	1.59	\$31,175	\$49,568	\$12,616	\$3,792	\$4,897	\$70,874
Teacher 4	ES	1.59	\$31,175	\$49,568	\$12,616	\$3,792	\$4,897	\$70,874
Teacher 5	ES	1.85	\$31,175	\$57,674	\$12,616	\$4,412	\$5,698	\$80,400
Totals		8.21		\$255,947	\$67,304	\$19,580	\$25,288	\$368,118

Name	Insurance Type	Index Factor	2013-14 Base Salary	Salary Cost	Health/Dental Insurance	FICA	Retirement	Total Compensation
Replacement Teacher 1	F	1.00	\$31,175	\$31,175	\$16,840	\$2,385	\$3,080	\$53,480
Replacement Teacher 2	F	1.00	\$31,175	\$31,175	\$16,840	\$2,385	\$3,080	\$53,480
Replacement Teacher 3	F	1.00	\$31,175	\$31,175	\$16,840	\$2,385	\$3,080	\$53,480
Replacement Teacher 4	F	1.00	\$31,175	\$31,175	\$16,840	\$2,385	\$3,080	\$53,480
Replacement Teacher 5	F	1.00	\$31,175	\$31,175	\$16,840	\$2,385	\$3,080	\$53,480
Totals		5.00		\$155,875	\$84,200	\$11,924	\$15,400	\$267,400

Potential First Year Savings \$100,718

*Note-Estimates are based on 2013-14 salary schedule and 2013-14 insurance costs. Estimated cost of insurance for replacement

staff is estimated at the highest level of coverage.

AdministrationElection of Administrative Personnel

All administrative positions shall be authorized by the board of education upon the recommendation of the superintendent of schools. All administrators shall be properly certified so as to conform with standards established by the Nebraska State Board of Education and shall have such training and experience as deemed appropriate by the superintendent of schools. Unless otherwise indicated, administrators are assigned, supervised, and evaluated by the superintendent of schools. Except for an administrator who may also be categorized as a teacher, the superintendent of schools will share evaluation summaries with the board of education. If the superintendent of schools intends to recommend that the board of education consider amending or terminating the contract of any administrator, said administrator's evaluation will be withheld pending its possible introduction at a board hearing on the matter.

The rehiring and compensation package (salary/benefits) for the Superintendent shall be considered at the regular December meeting of the Board of Education. The rehiring and compensation package (salary/benefits) for the Principal shall be considered at the regular March meeting of the Board of Education. Action on such rehiring and compensation packages shall be taken by the Board of Education on or before April 15 of each year. The dates for action are subject to modification in the discretion of the Board of Education.

Date of Adoption: June 12, 2013

Administration

Superintendent's Evaluation

The Superintendent shall be evaluated twice during the first year of employment and at least once annually thereafter. The evaluation instrument to be used in the evaluation of the Superintendent shall be in the form established by the Board of Education from time to time.

Date of Adoption: June 12, 2013

AdministrationEvaluation Instrument of Superintendent**I. EVALUATION PLAN**

The following are steps recommended as an evaluation for the Superintendent of Schools.

1. Review of Performance Evaluation instrument by individual board members.
2. Completion of rating instrument by individual members.
3. Individual member consultation with Superintendent. (optional)
4. Compilation of ratings by Board President.
5. Meeting with Board members to review compiled ratings, identify strengths, areas for improvement, and superintendent's goals for current year.
6. Meeting with the Superintendent to review ratings, strengths, and areas for improvement.
7. Superintendent response to evaluation and revisions of goals for ensuing year.
8. Determination of salary and/or contract terms (as appropriate).

II. PERFORMANCE INSTRUMENT	Levels of Performance				
	4	3	2	1	N/A
A. EDUCATIONAL LEADERSHIP	Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	Not Applicable
1. Administering the development and maintenance of an educational program designed to meet the needs of the community and to carry out policies of the Board of Education.					
2. Overseeing the setting of educational goals of the district both annually and over a long-range period					
3. Conducting a continuous evaluation of the development and needs of the school system, utilizing community, staff, and student input.					
4. Evaluating all administrative personnel, in writing, on an annual basis.					
5. Attending state, regional, and national conferences pertaining to the superintendent's duties, upon approval by the Board.					
6. Initiating policy considerations to cover situations requiring discretionary action when the superintendent feels the circumstances necessitate a policy.					
7. Being alert to advances and improvements in the educational process.					

COMMENTS:

B. STAFF RELATIONS

Levels of Performance
 4 3 2 1 N/A

	Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	Not Applicable
1. Providing the number and type of positions needed for the effective operation of the schools.					
2. Nominating for appointment, assigning, and defining the duties of all personnel, subject to the approval of the Board.					
3. Striving to create good morale among staff members,					
4. Dealing with personnel matters on an impartial basis.					
5. Recommending the dismissal of staff members for just cause.					

COMMENTS:

C. COMMUNITY LEADERSHIP

Levels of Performance

1. Assuming a major responsibility of maintaining good human relationships among students, teachers, administrators, board members, parents, and the general public. The superintendent shall serve as a unifying force within the school district, striving at every opportunity to reconcile divergent viewpoints on behalf of what is best for students and what is best for public education.
2. Generating and coordinating a public relations program for the school system.
3. Serving as the educational spokesperson for the district in all matters, stressing the positive attributes of the district and the need for continued support for education
4. Establishing and maintaining a sound working relationship with the news media, utilizing any public service opportunities for the betterment of education within the community.
5. Maintaining in all departments and schools, a continuous study of the problems of the school as a basis for their being remediated.

	4	3	2	1	N/A
	Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	Not Applicable

COMMENTS:

Levels of Performance

D. WORKING RELATIONSHIP WITH THE BOARD OF EDUCATION

4 3 2 1 N/A

1. Keeping the board informed, by frequent reporting, on the progress and conditions of the school and by keeping in continuous contact with the president of the Board of Education.
2. Attending and participating in all meetings of the board except when the superintendent's own position, salary, or tenure may be under consideration.
3. Preparing for each member of the board, before each board meeting, an agenda listing items to be considered.
4. Developing the necessary rules and regulations to effectively carry out board policy. Also, taking care of all other administrative duties not specifically covered in board policy.
5. Offering professional guidance, recommendation or assistance, when appropriate, when the board is making decisions.

Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	Not Applicable

COMMENTS:

Levels of Performance

E. FINANCIAL DIRECTION

4 3 2 1 N/A

- 1. Supervising the preparation of the annual budget and recommending it to the board at its regular meeting for budget approval and supervising the preparation for the public hearing on the budget in accordance with Nebraska statutes.
- 2. Directing the formulation of, or the revision of, salary schedules as a result of negotiations and making such recommendations to the board.

Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	Not Applicable

COMMENTS:

Levels of Performance

4 3 2 1 N/A

F. MANAGEMENT OF FACILITIES
 GROUNDS AND EQUIPMENT

1. Serving as custodian of all property, real or personal, owned, leased or borrowed by the district; and lending, exchanging, transmitting or receiving such property only in accordance with approval of the board.

2. Assembling data for the recommended building program and acting as educational advisor to the architect in the preparation of all plans and specifications for the construction of all new buildings or modifications of existing buildings.

3. Recommending boundaries, and changes in boundaries, for the schools within the district.

Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	Not Applicable

COMMENTS:

Levels of Performance

G. PERSONAL QUALITIES

4 3 2 1 N/A

- 1. Maintains high standards of ethics, honesty and integrity in all personal and professional matters.
- 2. Demonstrates his ability to work well with individuals and groups.
- 3. Possesses and maintains the health and energy necessary to meet the responsibility of his position.
- 4. Speaks well in front of large and small groups, expressing his ideas in a logical, forthright, and professional manner.
- 5. Maintains his professional development by reading, course work, conference attendance, work on professional committees, visiting other districts, and meeting other superintendents.

Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	Not Applicable

COMMENTS:

III. SUMMARY

What are the three strongest areas of the superintendent's performance during the past year?

1) _____

2) _____

3) _____

What are the three areas most in need of improvement during the coming year?

1) _____

2) _____

3) _____

Board President Signature

Superintendent's Signature

Date

Date

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Franklin County School District 0506, a/k/a Franklin Public Schools**, hereinafter referred to as “the Board,” and Kenneth E. Schroeder, 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 the 9th day of December, 2013, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of two (2) years beginning on the 1st day of July, 2014 and expiring on the 30th day of June, 2016. A “contract year” for purposes of this Contract shall be from July 1 to June 30. Extensions (“roll-overs”) may occur as follows:

2. Salary. The annual salary for the 2014-2015 contract year shall be: (\$To Be Determined). 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. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

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 Superintendent, it is agreed as follows:

- A. Leave Benefits. 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.

1. Vacation. The Superintendent shall be allowed fifteen (15) working days of vacation leave each contract year. Vacation shall 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).
2. 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 fifteen (15) 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. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
3. Sick Leave. The Superintendent shall be allowed twelve (12) working days of sick leave each contract year.
4. Carry-over and Accumulation of Sick Leave. Unused sick leave which may be accumulated up to forty-five (45) working 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, which may not be carried over from one contract year to another contract year. There shall be no pay for unused sick leave.
5. Personal Leave. The Superintendent shall be allowed two (2) working days of personal leave each contract year to be used to address personal affairs that cannot be addressed during non-working days. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused personal 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 personal days at the beginning of each contract year be 2 days. Upon ending employment, unused personal days will not be paid except to the extent required by law.
6. Holidays. The following days shall be holiday days and not working days: Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Day.
7. Log. The Superintendent shall maintain a current log of used vacation, sick and personal leave days with the Superintendent's secretary. The Superintendent will notify the Board President when vacation days are used.

- B. Insurance. The Superintendent shall be provided family health insurance, dental insurance, life insurance, and long term disability insurance under the same terms and plans provided to other certificated staff of the District.
 - C. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. Attendance at National Conference will be on an every other year basis. Either of the contract years are eligible years for attendance at the National Conference. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the following organizations: NCSA, NRCSA, NASCD, and AASA. The Board may pay dues for other professional organizations suitable for the Superintendent's position upon the Superintendent's request. The Board will pay the Superintendent's dues in community organizations subject to Board approval.
 - D. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set by the Board for District travel.
 - E. Physical Examination. The Superintendent agrees to have a comprehensive physical examination performed by a licensed health care provider once each contract year. The cost of such physical examination that is not covered by health insurance provided by the District shall be paid by the District, provided that the Superintendent cause the health care provider to submit a confidential medical report to the Board of Education.
 - F. 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. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.
 - G. Other Fringe Benefits. The Superintendent 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 Superintendent meets the conditions and eligibility requirements for such benefits.
- 4. Duties.**
- A. Specification of Duties. The Superintendent shall perform the duties of Superintendent as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The duties as prescribed in the Board of Education Policies shall not be substantially changed during this Contract without the consent of the Superintendent by an amendment to this Contract. The Superintendent shall be subject to such other duties as the Board may assign from time to time. 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 Policies. In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

- B. Use of Time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.
- C. Performance of Duties. In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. 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.

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 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.

6. Evaluation of the Superintendent. The Superintendent shall be evaluated once during each contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a 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.

7. Contract Termination. In the event the Superintendent 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 Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or elementary principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school 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 of the final year of the Contract or any extension of the Contract term; 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 Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law.

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, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

8. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent 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 Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent 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 Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent 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) Superintendent 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 Superintendent 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. Residency. The Superintendent shall reside within the Franklin Public School District during the term of this contract.

10. 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.

11. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent 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 _____, 2013 shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed this 9th day of December, 2013.</p> <p>_____</p> <p>Kenneth E. Schroeder, Superintendent</p>	<p>Executed this 9th day of December, 2013</p> <p>Board of Education of Franklin County School District 0506, a/k/a Franklin Public Schools</p> <p>By: _____ President</p> <p>Attest: _____ Secretary</p>
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Franklin Public Schools Board Of Education Negotiation Team Minutes

**November 25th Meeting
Franklin Public Schools Media Center @ 7:30**

Board Members Present:

Ron Fritson
John Siel

Franklin Teachers Association Members Present:

Tom Dreher
Janet Guge

The second 2014-15 negotiations meeting between the Franklin Public School Board Negotiations Subcommittee and the Franklin Teachers Association Subcommittee was held in the Franklin Public Schools Media Center on November 25, 2013. Mr. Schroeder was present to record the minutes and provide any information needed to either FTA Members or Board Members.

The meeting opened at 7:31 PM in the media center. The board asked the teachers if they would like to make an offer. On behalf of the teachers, Tom Dreher indicated the overall average package increase over the last several years had been in the range of 4.9%. Tom indicated that the rate tables provided by the board indicated that a 4.9% increase would equate to a \$1000 increase in the base pay and offered that as a starting point for discussion.

The board counter offered a \$300 dollar increase in the base pay for the 2014-15 school year, as well as remaining at the second tier (\$750 deductible level) of insurance coverage if the FTA would be willing to enter into a one-year agreement. Additionally, the board offered a two-year agreement in which the first-year increase in base pay would be \$400 and the second-year increase would be \$500. Insurance coverage would be offered at the second tier (currently \$750 deductible level) for both years of the agreement. Ron Fritson indicated that if a two-year

agreement was of interest to the FTA the board would additionally insert a "zipper clause" into the agreement so that if insurance costs increased in excess of 7% for the second year of the agreement, the board would reserve the right to re-open and renegotiate the second year of the agreement. Mr. Fritson sighted this as a necessary provision since insurance rates for the 2015-16 school year are currently unavailable.

Mr. Dreher said that the FTA hadn't discussed a two-year agreement, but indicated they were open to discussing the possibility.

Mr. Dreher indicated he would like see what the other schools in the array settle for; and that if those schools settling for \$700 to \$800 dollar increases on the base, the FTA would not be interested in settling for \$300.

The FTA was provided with a copy of changes the Board Negotiations Team would like to see made to the negotiated agreement. The teachers were given an opportunity to ask questions about the rationale for the proposed changes. Mr. Dreher indicated he would take the proposed changes back to his membership for consideration.

Both parties mutually agreed to convene at 8:03 PM.

Both parties agreed to reconvene negotiations at 6:30 PM in the Franklin Public Schools Media Center on Monday, December 2nd.

Tom Dreher contacted Mr. Schroeder on Wednesday, November 27th and let him know that they would not be ready to meet on December 2nd. He offered possible dates of December 16, 18, or 19.

Franklin Public Schools Board Of Education Negotiation Team Minutes

**October 14th Meeting
Black Powder Restaurant @ 7:00**

Board Members Present:

Raquel Felzien
Ron Fritson
John Siel

Franklin Teachers Association Members Present:

Tom Dreher
Janet Guge

The first 2014-15 negotiations meeting between the Franklin Public School Board Negotiations Subcommittee and the Franklin Teachers Association Subcommittee was held at the Black Powder Restaurant at 7:00 on October 14, 2013. The Franklin School Board hosted the meeting.

Weeks prior to the meeting, the FTA and Franklin School Board Subcommittee Members were provided with the salary array comparison created by Superintendent Schroeder. Both parties were asked to examine the document and forward any questions or suggestions pertaining to the document to Mr. Schroeder.

The FTA Members and the Franklin School Board Members indicated they had viewed the salary study and that they didn't have any questions at the time of the meeting. Mr. Schroeder emphasized the importance of both parties agreeing to the numbers represented in the study prior to making staff cost projections based on increased insurance costs and increased costs due to staff advancing in tenure and educational standing on the salary index.

Tom Dreher indicated that in addition to salary and insurance benefits the only issue the FTA might like to revisit in the negotiated agreement is the number of leave days staff are granted. The board members indicated a willingness to revisit any issue in the negotiated agreement.

John Siel asked whether or not the FTA was interested in a one or two year negotiated agreement. The FTA was uncertain about that at the time of the meeting, but indicated they would consider both options.

FTA Members and Board Members were encouraged by Mr. Schroeder to contact him any time to answer any questions or get any information they might need in their decision making process.

Both parties agreed that after the FTA and the Board agreed on a salary study that both parties feel accurately represent the total staff cost of Franklin

Public Schools Teaching Staff and accurately reflects Franklin Public Schools Teaching Staff in the salary array comparison, Mr. Schroeder would contact both parties and find dates they could meet and continue.

The meeting convened by mutual consent at 7:50 PM.

Franklin Public Schools Pay Increase Projections

Current Base Pay: \$31,175 2013-14 Staff Cost: \$2,437,170

Base Increase	Insurance Deductible	Projected Total Staff Cost	Percentage Increase
\$0	\$500	\$2,512,927	3.1%
\$0	\$750	\$2,490,383	2.2%
\$0	\$950	\$2,476,491	1.6%
\$0	\$1,250	\$2,459,743	0.9%

Base Increase	Insurance Deductible	Projected Total Staff Cost	Percentage Increase
\$250	\$500	\$2,529,506	3.8%
\$250	\$750	\$2,506,962	2.9%
\$250	\$950	\$2,493,070	2.3%
\$250	\$1,250	\$2,476,322	1.6%

Base Increase	Insurance Deductible	Projected Total Staff Cost	Percentage Increase
\$500	\$500	\$2,546,084	4.5%
\$500	\$750	\$2,523,540	3.5%
\$500	\$950	\$2,509,648	3.0%
\$500	\$1,250	\$2,492,900	2.3%

Base Increase	Insurance Deductible	Projected Total Staff Cost	Percentage Increase
\$750	\$500	\$2,562,663	5.1%
\$750	\$750	\$2,540,119	4.2%
\$750	\$950	\$2,526,227	3.7%
\$750	\$1,250	\$2,509,479	3.0%

Base Increase	Insurance Deductible	Projected Total Staff Cost	Percentage Increase
\$1,000	\$500	\$2,579,241	5.8%
\$1,000	\$750	\$2,556,697	4.9%
\$1,000	\$950	\$2,542,805	4.3%
\$1,000	\$1,250	\$2,526,057	3.6%

Elementary Principal's Report
December 2013

Hoops For Heart: Ms. Roether's 4th, 5th and 6th grade PE students raised \$1636.46 for the American Heart Association by participating in the Hoops For Heart program. The top donation winner was Jacob Harrison for the 2nd year in a row, with a total of \$451.00. Jacob will get to have a special lunch at the Frosty Mug sometime this month to celebrate his successful donation.

Check for Learning (C4L): Math and English teachers (K-12) received training this week on the state C4L assessment system from Kate Hatch, ESU Staff Developer.

What is C4L? The Check 4 Learning Tool was developed in 2012 with 177 of Nebraska's 249 districts participating. C4L is a state generated item bank of test questions in the area of reading, mathematics and science. These questions are uploaded through INSIGHT software which is a Data Recognition Corporation (DRC) product. The DRC and the Nebraska Department of Education partnered to create this Web site that enables schools to access links to online testing tools and program information for the Nebraska State Accountability (NeSA) testing program, which includes the Check 4 Learning (C4L) system. The test questions in the C4L system allow for teachers to generate assessments to "check for the learning" and monitor progress of learning of the state standards. This tool is used to better prepare students for the NeSA test in the spring and to provide teachers feedback on individual student learning.

The NeSA writing test for grades 4, 8, and 11 will be during the testing window January 20-February 7th. With the NeSA- Reading, Math and Science from March 24th- May 2nd.

Elementary Christmas Program: The elementary Christmas Program was well attended by parents and community on Thursday, December 5th. Students and instructors put on a fine performance. The elementary students will perform on December 20th at the Golden Age Living Center as well.

How to Grade For Learning GOALS (Learner Outcomes)

After completing the book study teachers will:

1. Be able to examine their current grading practices and better align them to student achievement through standards for which the students are meant to learn/master.
2. Be able to identify those things that are included in grading currently that are seen more as behaviors and not actual learning.
3. Be able to better communicate a student's grade as it relates to student achievement in the standard of learning to parents and other constituents.
4. Be able to differentiate between Formative and Summative Assessment and only include Summative Assessment in the Achievement Grade.

WHATS NEXT (Once the Book Study is Complete):

1. Develop a Policy for Grading that is shared across K-6, and one that is shared across 7-12, that reflects student achievement and reduces the inclusion of student behaviors (i.e. late work, tardiness, absences, etc.)
2. Continue work on Standards Based Curriculums
 - a. Mapping out the Math Standards
 - b. Developing Common Formative Assessments (formative checks)
 - c. Developing Quarterly Benchmark Assessments (summative)
3. Define Essential Standards and Curriculum work in:
 - a. Reading/Language Arts
 - b. Science
 - c. Social Studies
 - d. All other Subjects
4. Begin work on Posting, Stating, and Referring to Learning Objectives, Standards, and Outcomes.
 - a. Being able to take a Unit/Chapter/Section – Know what you want students to learn (The END) and share that with students in the beginning.
 - b. Essentially mapping out a Curriculums Unit of Study to include the learning outcomes, formative assessments, and finally summative assessment.

High School Principal's Report - December 2013
Board of Education

1. Academic Information

- ✓ Book Study Update - How to Grade for Learning - We are now through Chapter 5. If you are following along, we plan to be through Chapter 8 by January's Board Meeting
- ✓ Book Study Cont. - During a couple of weeks ago discussion we discussed knowing your standards, what you want students to know from a unit and how are you going to get them there. Tying it in to all of our upcoming Standards work. (See Handout)

2. Activity Information

- ✓ One-Act Finished up its season at Districts in Bartley

4. Other Information

- ✓ Jim Knight Training Information
- ✓ Wellness Committee will meet on Wednesday, December 18th at 7:00 pm in the media center.

Position	Name	Address	City, State, Zip	Comments	Term Expires
School-Franklin	John Siel	1803 M Street	Franklin, NE 68939	Filed	2012
School-Franklin	Kim Molzahn	529 F Road	Naponee, NE 68960	Filed	2014
School-Franklin	Scott V. Herrick	1007 31 Road	Franklin, NE 68939	Filed	2012
School-Franklin	James Haussermann	868 Ridge Road	Bloomington, NE 68929	Filed	2014
School-Franklin	Ron Fritson	1489 Highway 10	Franklin, NE 68939	Filed	2014
School-Franklin	Raquel Felzen	903 L Street	Franklin, NE 68939	Filed	2012

Franklin Public Schools Board of Education 2013 Officers & Committee Assignments

President:_____

Vice President:_____

Secretary:_____

Treasurer:_____

Negotiations

Ron Fritson, Chairman

Raquel Felzien

John Siel

Americanism & Policy Development

Scott Herrick, Chairman

Raquel Felzien

Kim Molzahn

Building and Grounds

John Siel, Chairman

Ron Fritson

James Haussermann

Transportation

John Siel, Chairman

James Haussermann

Scott Herrick

Legislative Liaison

Kim Molzahn

Humpert Scholarship

Raquel Felzein