



Schuyler Community Schools  
Board of Education Regular Meeting  
Monday, January 15, 2024 6:30 PM  
Schuyler Community Schools Board Room  
120 W. 20th Street  
Schuyler, NE 68661-2400

Posting Locations:

Schuyler Sun  
District Office Building Front Door  
Schuyler Post Office  
Colfax County Courthouse

Posted Date: 1/11/2024

Attendance Taken at 6:33 PM.

Richard Brabec: Present  
Amanda Jedlicka: Present  
Chuck Misek: Present  
Dr Renee Sayer: Present  
Virginia Semerad: Present  
Brian Vavricek: Present

Present: 6.

- I. Call Meeting to Order  
**STRIVE - COMMIT - SUCCEED - District Mission Statement**

**Schuyler Community Schools in partnership with parents, students, and the community is committed to educate students to become skilled, knowledgeable and responsible citizens in a global society - District Vision Statement**

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public. Notice of this meeting was also given in advance to all members of the Board of Education

I.A. Pledge of Allegiance

I.B. Declaration of Open Meeting

This meeting has been preceded by advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the front of the meeting room.

**Nebraska Open Meetings**

**Act:** [http://nirc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct\\_current.pdf](http://nirc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf)

- II. Election of 2024 Board Offices  
**2023 Board Offices**

President: Rich Brabec  
Secretary - Virginia Semerad

Vice President - Brian Vavricek  
Treasurer - Chuck Misek

NASB Delegate - Renee Sayer

Recording Secretary - Shelley Friesz

## 2024 Board Offices

President -

Vice President -

Secretary -

Treasurer -

NASB Delegate -

Recording Secretary -

### II.A. Board President

**Board Policy 203.01:** The superintendent shall assume chairmanship of the meeting for the purpose of electing a board president. Ballots for officers may be cast in secret but the total vote for each candidate shall be recorded by the secretary.

#### **Process for Office Nominations:**

1. Board member makes a nomination for the position (no second needed)
2. If more than one member is nominated for an office, written votes should be used and passed to the recording secretary for count.
3. If only one nomination is made, any member of the board may make a motion for nominations to cease and cast a unanimous ballot for the nominee. Motion must have a second, followed by a voice roll call vote. Motion to elect Rich Brabec President of the Board of Education passed with a motion by Board Member #1 and a second by Board Member #2. Passed with a motion by Brian Vavricek and a second by Virginia Semerad. Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea  
Yea: 6, Nay: 0

### II.B. Vice President

#### **Process for Office Nominations:**

1. Board member makes a nomination for the position (no second needed)
2. If more than one member is nominated for an office, written votes should be used and passed to the recording secretary for count.
3. **Recommended Motion:** If only one nomination is made, any member of the board may make a motion for nominations to cease and cast a unanimous ballot for the nominee. Motion must have a second, followed by a voice roll call vote.
4. **Recommended Motion:** If more than one nomination, any board member may make a motion to call for the ballot vote. Motion must have a second, followed by a voice roll call vote. Motion to elect Brian Vavricek Vice President of Board of Education Passed with a motion by Board Member #1 and a second by Board Member #2. Passed with a motion by Brian Vavricek and a second by Virginia Semerad. Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea  
Yea: 6, Nay: 0

### II.C. Secretary

#### **Process for Office Nominations:**

1. Board member makes a nomination for the position (no second needed)

2. If more than one member is nominated for an office, written votes should be used and passed to the recording secretary for count.

3. **Recommended Motion:** If only one nomination is made, any member of the board may make a motion for nominations to cease and cast a unanimous ballot for the nominee. Motion must have a second, followed by a voice roll call vote.

4. **Recommended Motion:** If more than one nomination, any board member may make a motion to call for the ballot vote. Motion must have a second, followed by a voice roll call vote.

Motion to elect Virginia Semerad Secretary of Board of Education Passed with a motion by Board Member #1 and a second by Board Member #2.

Passed with a motion by Brian Vavricek and a second by Chuck Misek.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

#### II.D. Treasurer

##### **Process for Office Nominations:**

1. Board member makes a nomination for the position (no second needed)

2. If more than one member is nominated for an office, written votes should be used and passed to the recording secretary for count.

3. **Recommended Motion:** If only one nomination is made, any member of the board may make a motion for nominations to cease and cast a unanimous ballot for the nominee. Motion must have a second, followed by a voice roll call vote.

4. **Recommended Motion:** If more than one nomination, any board member may make a motion to call for the ballot vote. Motion must have a second, followed by a voice roll call vote.

Motion to elect Amanda Jedlicka Treasurer of Board of Education Passed with a motion by Board Member #1 and a second by Board Member #2.

Passed with a motion by Brian Vavricek and a second by Dr Renee Sayer.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

#### II.E. NASB Delegate

##### **Process for Office Nominations:**

1. Board member makes a nomination for the position (no second needed)

2. If more than one member is nominated for an office, written votes should be used and passed to the recording secretary for count.

If only one nomination is made, any member of the board may make a motion for nominations to cease and cast a unanimous ballot for the nominee. Motion must have a second, followed by a voice roll call vote. If more than one nomination, any board member may make a motion to call for the ballot vote. Motion must have a second, followed by a voice roll call vote. Passed with a motion by Richard Brabec and a second by Amanda Jedlicka.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee

Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea  
Yea: 6, Nay: 0

II.F. Recording Secretary

**This can be an appointed position by the newly elected board president. In the past you appointed Shelley Friesz to this position.**

Motion to appointed Shelley Friesz to serve as recording secretary to the Board of Education for the 2024 school year. Passed with a motion by Board Member #1 and a second by Board Member #2. Passed with a motion by Richard Brabec and a second by Chuck Misek.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

II.G. Board Of Education Committee Assignments

Committees will be appointed by the president of the board. These committees are created for specific tasks of seeking information or investigation and will report back to the board for its consideration and action. Committee action is considered to be advisory only. The following committees are appointed at the annual board organizational meeting for one year.

**American Civics, Curriculum, Assessment and Instruction:** Responsible for reviewing curriculum recommendations, textbook selection, staff requisitions and inventory. This is the only committee required by law (79-724) See attached document with updated requirements for the American Civics Committee under LB 399. **3 members required. 2023**

**Members:** Rich Brabec, Amanda Jedlicka and Virginia Semerad.

**Board Policy/Handbooks/Support Programs:** Responsible for annual review of board policies, handbooks, safety/crisis plan. **2-3 members recommended. 2023 Members:** Renee Sayer, Virginia Semerad and Rich Brabec.

**Public Relations/Strategic Planning/Calendar:** Responsible for recommending the annual district calendar, strategic planning process, and promoting positive public relations and communication. **2-3 members recommended. 2023 Members:** Brian Vavricek, Renee Sayer and Amanda Jedlicka.

**Building /Grounds/Transportation:** Responsible forj recommending approval of the building and grounds and transportation programs, vehicle replacement schedule, building maintenance and upgrade schedule) **3 members recommended. 2023 Members:** Renee Sayer, Brian Vavricek and Virginia Semerad.

**Budget/Finance/Negotiations:** Responsible for budget, finance, contract negotiations with administration, certificated staff negotiations and support staff contracts. **3 members recommended. 2023 Members:** Rich Brabec, Chuck Misek and Amanda Jedlicka

**Foundation Committee:** Responsible for working with the Schuyler

Community Schools Foundation. **2 Members Required in Bylaws.** The foundation meets the first Monday of the month at 12:00pm. **2023 Board Members:** Brian Vavricek and Amanda Jedlicka

\* Special temporary committees of the Board, except as specified by statute, may be appointed by the president or chosen by a vote of the Board as needed. The function of all such committees shall be fact-finding, deliberative and advisory, but never legislative or administrative. When the specified purpose of all sub-committees are appointed to conform to statute. The superintendent shall be an ex-officio member of all such committees.

II.H. Review of Conflict of Interest

Attached below is the Immediate Family Employment and Conflict of Interest forms to be filled out by each board member. Please return these completed forms to the board president.

III. Approval of Consent Agenda

Discuss, Consider and Take Action on the consent agenda

Motion to approve the consent agenda Passed with a motion by Brian Vavricek and a second by Virginia Semerad.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

III.A. Agenda

III.B. Minutes

III.C. Acceptance of Claims

III.C.1. Bills of \$5,000 or more

III.D. Financial

III.E. Other Listed Reports

IV. Public Forum - We ask that all presentation be limited in their length.

IV.A. Recognition of visitors and guests

IV.B. Other topics (limited to 5 minutes - subject to guidelines of the Board Participation Policy)

IV.C. Student Representative's Report

IV.C.1. Bela Jedlicka will present on behalf of the student council.

V. Action Items

V.A. Budget, finance, negotiations, and personnel

This committee is responsible for budget, finance, and contract negotiations with administration, certificated staff, and support staff.

V.A.1. Certified Staff Resignations and Retirements:

Bernice Maxwell - Special Education (We would like to thank Mrs. Maxwell on her 44 years of service in the teaching profession and her 5 years in the Schuyler School District. We wish her all the best on her retirement.

Make a motion to accept the resignation of Bernice Maxwell. Passed with a motion by Dr Renee Sayer and a second by Brian Vavricek. Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea  
Yea: 6, Nay: 0

V.A.2. New Hire Recommendations:

Baylie Richtig - Elementary Teacher for 2024-2025 (1.0 FTE)  
TReMesha Thomas - PreSchool Teacher (1.0 FTE)  
Dan Schmidt - HS Science Teacher (.45 FTE)  
Motion to approve hire recommendations. Passed with a motion by Brian Vavricek and a second by Virginia Semerad.  
Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea  
Yea: 6, Nay: 0

V.A.3. Approve the 2024-2025 Negotiated Agreement for certified staff as presented.

**The base salary will increase from \$38,100 to \$38,900, an increase of \$800. This represents a 4.85% increase, which also includes the insurance cost.**

Motional to approve the 2024-2025 negotiated agreement for certified staff. Passed with a motion by Richard Brabec and a second by Chuck Misek.

Dr Renee Sayer: Abstain (With Conflict), Brian Vavricek: Abstain (With Conflict), Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Virginia Semerad: Yea  
Yea: 4, Nay: 0, Abstain (With Conflict): 2

V.B. IV.B. Building, Grounds, and Transportation

**Rationale:** This committee is responsible for recommending approval of building/grounds and transportation programs, vehicle replacement schedule, building and maintenance and upgrade schedule.

V.B.1. Proposal for Professional Engineering Services

Engineering Technologies Inc. proposes to render professional engineering services in connection with the high school HVAC/Boiler Project.

Make a motion to approve Engineering Technologies Inc. to provide the professional engineering services for the high school HVAC upgrades. Passed with a motion by Amanda Jedlicka and a second by Dr Renee Sayer.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea  
Yea: 6, Nay: 0

V.C. VI.A. Board Policy, Handbooks, and Support Programs

**Rationale:** This committee is responsible for annual review of board policies, handbooks, and crisis/safety plans. This committee is also responsible for the support and development of support programs (nursing, food service) in the district.

V.C.1. Update policy **408.02 - CERTIFICATED EMPLOYEE CONTRACT RELEASE**

Make a motion to approve the updated policy 408.02 - CERTIFICATED EMPLOYEE CONTRACT RELEASE Passed with a motion by Dr Renee Sayer and a second by Brian Vavricek.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea  
Yea: 6, Nay: 0

VI. Discussion Items and Reports

VI.A. Superintendent's Report

VI.A.1. Legislative Update - attached is the upcoming legislative calendar.

Rich Brabec, Brian Vavricek, and I will be attending the NASB Legislative Issues Conference on January 21-22.

VI.A.2. Developing a Mentor Program - thank you negotiation team.

VI.A.3. Hiring Process - teachers and team members involved to create a supportive and collegial atmosphere.

VII. Adjournment

To view this meeting go to:

[https://zoom.us/rec/share/Z3rBh3lZbfv4VGmUKbfjYeZW\\_zsM8GEEYIHtPyT6l0CSLodtd1friMEsa2evpRyC.9sOMKfG26i6no2zh](https://zoom.us/rec/share/Z3rBh3lZbfv4VGmUKbfjYeZW_zsM8GEEYIHtPyT6l0CSLodtd1friMEsa2evpRyC.9sOMKfG26i6no2zh) Motion to adjourn at 7:08 pm Passed

with a motion by Chuck Misek and a second by Virginia Semerad.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

---

**NEBRASKA OPEN MEETINGS ACT**

---

**84-1407. Act, how cited.**

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

**Source:** Laws 2004, LB 821, § 34.

**84-1408. Declaration of intent; meetings open to public.**

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

**Source:** Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

**Annotations**

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. *McQuinn v. Douglas Cty. Sch. Dist. No. 66*, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. *Marks v. Judicial Nominating Comm.*, 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. *Grein v. Board of Education of Fremont*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- A county board of equalization is a public body whose meetings shall be open to the public. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**84-1409. Terms, defined.**

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

**Source:** Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11; Laws 2022, LB922, § 12.

**Operative Date: July 21, 2022**

**Annotations**

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of

having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- As an administrative agency of the county, a county board of equalization is a public body. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. *State ex rel. Newman v. Columbus Township Bd.*, 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. *Johnson v. Nebraska Environmental Control Council*, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

**84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.**

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

**Source:** Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

**Annotations**

- There is no absolute discovery privilege for communications that occur during a closed session. *State ex rel. Upper Republican NRD v. District Judges*, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. *Grein v. Board of Education*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. *Simonds v. Board of Examiners*, 213 Neb. 259, 329 N.W.2d 92 (1983).
- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate

should be made should take place in an open meeting. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).

- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. *Meyer v. Board of Regents*, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

**84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.**

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or

(ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a

recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the

public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

**Source:** Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13.

**Note:** The Revisor of Statutes has pursuant to section 49-769 correlated LB742, section 1, with LB908, section 1, and LB922, section 13, to reflect all amendments.

**Note:** Changes made by LB742 and LB908 became effective July 21, 2022. Changes made by LB922 became operative July 21, 2022.

### Cross References

- **Intergovernmental Risk Management Act**, see section 44-4301.
- **Interlocal Cooperation Act**, see section 13-801.
- **Joint Public Agency Act**, see section 13-2501.

- **Municipal Cooperative Financing Act**, see section 18-2401.

#### **Annotations**

- Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

**84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the instate location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**Source:** Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13.

**Annotations**

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. *Stoetzel & Sons v. City of Hastings*, 265 Neb. 637, 658 N.W.2d 636 (2003).

**84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs

earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

**Source:** Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14; Laws 2022, LB742, § 2.

**Effective Date: July 21, 2022**

**Annotations**

- If a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).
- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943,

and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

**Source:** Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

**Annotations**

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).

- Any citizen of the state may commence an action to declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

--

Source: [http://nebraskalegislature.gov/laws/display\\_html.php?begin\\_section=84-1407&end\\_section=84-1414](http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414)

Date: July 2022

<b>NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION</b> 11 <sup>th</sup> Floor, State Capitol P.O. Box 95086 Lincoln, NE 68509 (402) 471-2522	<h2 style="margin: 0;">EMPLOYMENT OF IMMEDIATE FAMILY MEMBERS DISCLOSURE STATEMENT</h2> <p style="margin: 20px 0 0 0;"><b>NADC FORM C-4</b></p>	POSTMARK DATE	
		MICROFILM NUMBER	
		OFFICE USE ONLY	
BEFORE COMPLETING THIS FORM READ THE FILING REQUIREMENTS ON PAGE 3			

- Local public officials and employees employing, recommending employment, or supervising the employment of an immediate family member must disclose the employment either in writing or on the record to the governing body employing the immediate family member. **This form should not be used by state officials or employees.**
- File this form or other written disclosure with the person in charge of keeping records for the governing body employing the immediate family member.
- Persons who fail to disclose the employment of immediate family members or who otherwise do not comply with the law are subject to penalties.

<b>ITEM 1</b>	<b>NAME, ADDRESS AND TELEPHONE NUMBER OF PUBLIC OFFICIAL OR PUBLIC EMPLOYEE</b>
---------------	---

Name \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Last      First      Middle

Address \_\_\_\_\_  
STREET ADDRESS OR RURAL ROUTE      City      STATE      ZIP CODE

<b>ITEM 2</b>	<b>OFFICE OR POSITION, ADDRESS, TELEPHONE, TERM OF OFFICE</b>
---------------	---

Office or Position: \_\_\_\_\_ Term: \_\_\_\_\_

Identify City, County or District: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone \_\_\_\_\_

<b>ITEM 3</b>	<b>MEMBER OF YOUR IMMEDIATE FAMILY WHOM YOU INTEND TO EMPLOY, RECOMMEND FOR EMPLOYMENT, OR SUPERVISE (Use ITEM 5 CONTINUATION, if necessary)</b>
---------------	--

A. Name _____	Relationship _____
Position _____	Employer (IDENTIFY CITY, COUNTY, OR DISTRICT)
B. Name _____	Relationship _____
Position _____	Employer (IDENTIFY CITY, COUNTY OR DISTRICT)
C. Name _____	Relationship _____
Position _____	Employer (IDENTIFY CITY, COUNTY OR DISTRICT)

**ITEM 4 | FOR NEWLY ELECTED OR APPOINTED PUBLIC OFFICIALS AND EMPLOYEES**

List members of your immediate family who were employed before your election or appointment and who are now employed or supervised by you.

A. Name \_\_\_\_\_ Relationship \_\_\_\_\_

Position \_\_\_\_\_ Employer \_\_\_\_\_  
(IDENTIFY CITY, COUNTY OR DISTRICT)

Date Hired \_\_\_\_\_

B. Name \_\_\_\_\_ Relationship \_\_\_\_\_

Position \_\_\_\_\_ Employer \_\_\_\_\_  
(IDENTIFY CITY, COUNTY OR DISTRICT)

Date Hired \_\_\_\_\_

(Use ITEM 5, CONTINUATION, if necessary)

**ITEM 5 | CONTINUATION**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## General Information - Filing Requirements

A public official or public employee of a political subdivision may employ, recommend the employment of, or supervise the employment of an immediate family member if:

- 1) he or she does not abuse his or her official position; and
- 2) makes a written disclosure with the person in charge of keeping records for the governing body or a disclosure on the record to the governing body; and
- 3) he or she has first made a reasonable solicitation and consideration of applications for such employment:

NOTE: Examples of abuse of one's position could include, but are not limited to, (1) providing an unreasonably high salary, (2) not requiring the employee to actually perform the duties of his or her position, (3) terminating another employee to make a position available for an immediate family member, (4) hiring an immediate family member who is not qualified to hold the position.

### I. Who Must File:

- A. Public officials and employees of political subdivisions employing, recommending employment, or supervising the employment of an immediate family member must make a disclosure to the person in charge of keeping records for the governing body of the entity. Where applicable the disclosure may be made on the record to the governing body of the entity in lieu of a written disclosure.
- B. Public officials and employees who currently employ or supervise an immediate family member(s) employed prior to the election or appointment of the public official or public employee.

### II. When to File:

- A. Public officials and employees must file prior to employing, recommending employment, or supervising the employment of an immediate family member.

- B. Newly elected or appointed public officials or employees shall file prior to or as soon as reasonably possible after the official date of taking office.

### III. Where to File:

This form or other written disclosure should be filed with the person in charge of keeping records for the governing body of the entity served. (i.e., officials and employees of public power districts file with the district office; county officials and employees file with the county clerk; city or village officials or employees file with the city or village clerk; officials and employees of natural resource districts file with the office of the district manager; school district officials and employees file with the district superintendent or secretary of the school board. **Disclosure need not be made to the Nebraska Accountability and Disclosure Commission.**

#### **Disclosure of Contractual Interests by Local Officers.**

If you are disclosing an interest in a contract to which a local governing body on which you serve is a party, use NADC Form C-3, Contractual Interest Statement.

#### **Disclosure of Potential Conflict of Interest by Officials, Employees, and Others Required to file Statements of Financial Interests.**

If you are disclosing a potential conflict of interest use NADC Form C-2, or NADC Form C-2A Potential Conflict of Interest Statement.

**NOTE:** This form should not be used by State officials or State employees. See §49-1499.07 of the Nebraska Revised Statutes or contact the Commission.

### Definitions

**Governing body** means the village board of a village, the city council of a city, the board of commissioners or board of supervisors of a county, the board of directors of a public power district, or any body with the ultimate power to determine the entity's policies and control its activities.

**Immediate Family Member** means a child residing in an individual's household, a spouse of an individual, or an individual claimed by the public official or employee or his or her spouse as a dependent for federal income tax purposes.

Statutory Authority: Section 49-1499.04 Revised Statutes of Nebraska.



**ITEM 4 PERSONS WHO MAY RECEIVE FINANCIAL BENEFIT OR DETRIMENT**

You

Member of your Immediate Family: \_\_\_\_\_  
NAME

Business With Which You

Are Associated (See Definitions) \_\_\_\_\_  
NAME OF BUSINESS

**ITEM 5 NATURE OF FINANCIAL BENEFIT OR DETRIMENT**

**ITEM 6 CONTINUATION**

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

## General Information - Filing Requirements

**I. What is a Potential Conflict of Interest?** - A public official has a potential conflict of interest if he or she is faced with taking an official action or making an official decision which may result in a financial benefit or a financial detriment to the public official; a member of his or her immediate family; or a business with which he or she is associated. The financial effect of the action or decision must be distinguishable from the financial effect on the general public or a broad segment of it.

### II. Who Must File:

- A. An official of a city or village holding elective office who has a potential conflict of interest. An official of the cities of Lincoln or Omaha holding elective office who has a potential conflict of interest should not file this form, but instead should use Form C-2.
- B. An official of a school district holding elective office who has a potential conflict of interest.
- C. An elective office is a public office normally filled by an election. A person appointed to fill a vacancy in a public office normally filled by election holds an elective office.

### III. When and Where to File:

- A. This form should be filed as soon as the person holding elective office is aware that he or she may have a potential conflict of interest and prior to the time that the action is to be taken or the decision made.

- B. This form should be filed with the person who normally keeps records for the governing body of the official holding elective office. For example, the person who keeps records for a city or village may be the city clerk or village clerk. **This form does not need to be filed with the Commission.**
- C. The person filing the form should abstain from participating in or voting on the matter in which he or she has a potential conflict of interest. However, if the person wants an opinion from the Commission as to whether he or she has an actual conflict of interest requiring abstention or non-participation, he or she may send a copy of the form to the Commission along with request for an opinion.

**Disclosure of Contractual Interests by Local Officers.** If you are a local elected official disclosing an interest in a contract or an open account in which a local governing body on which you serve is a party, use NADC Form C-3, Contractual Interest Statement.

**Disclosure of the Employment of Immediate Family Members.** If you are disclosing the employment of an immediate family member, use NADC Form C-4, Employment of Immediate Family Members Disclosure Statement.

## Definitions

Immediate family shall mean a child residing in your household, your spouse or an individual claimed by you or your spouse as a dependent for federal income tax purposes.

Business shall mean any corporation, partnership, limited liability company, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust, activity, or entity. NOTE: The definition includes for profit and non-profit entities.

Business with which you are associated shall mean a business: (1) of which you are the sole proprietor; (2) or in which you are a partner, director, or officer; (3) or in which you or a member of your immediate family is a stockholder of closed corporation stock worth \$1,000 or more at fair market value or which represents more than a 5 percent equity interest, or is a stockholder of publicly traded stock worth \$10,000 or more at fair market value or which represents more than a 10 percent equity interest.

Elective office shall mean a public office filled by an election, except for federal offices. A person who is appointed to fill a vacancy in a public office which is ordinarily elective holds an elective office.

Person means a business, individual, proprietorship, firm partnership, joint venture, syndicate, business trust, labor organization, company, corporation, association, committee, or any other organization or group of persons acting jointly.

Statutory Authority: Section 49-1499.03 Revised Statutes of Nebraska.



Schuyler Community Schools  
Board of Education Regular Meeting  
Monday, January 15, 2024 6:30 PM  
Schuyler Community Schools Board Room  
120 W. 20th Street  
Schuyler, NE 68661-2400

I. Call Meeting to Order

I.A. Pledge of Allegiance

I.B. Declaration of Open Meeting

II. Election of 2024 Board Offices

II.A. Board President

II.B. Vice President

II.C. Secretary

II.D. Treasurer

II.E. NASB Delegate

II.F. Recording Secretary

II.G. Board of Education Committee Assignments

II.H. Review of Conflict of Interest

III. Approval of Consent Agenda

III.A. Agenda

III.B. Minutes

III.C. Acceptance of Claims

III.C.1. Bills of \$5,000 or more

III.D. Financial

III.E. Other Listed Reports

IV. Public Forum - We ask that all presentation be limited in their length.

IV.A. Recognition of visitors and guests

IV.B. Other topics (limited to 5 minutes - subject to guidelines of the Board Participation Policy)

IV.C. Student Representative's Report

IV.C.1. Bela Jedlicka will present on behalf of the student council.

## V. Action Items

V.A. Budget, finance, negotiations, and personnel

V.A.1. Certified Staff Resignations and Retirements:

Bernice Maxwell - Special Education (We would like to thank Mrs. Maxwell on her 44 years of service in the teaching profession and her 5 years in the Schuyler School District. We wish her all the best on her retirement.

V.A.2. New Hire Recommendations:

Baylie Richtig - Elementary Teacher for 2024-2025 (1.0 FTE)

TreMesha Thomas - PreSchool Teacher (1.0 FTE)

Dan Schmidt - HS Science Teacher (.45 FTE)

V.A.3. Approve the 2024-2025 Negotiated Agreement for certified staff as presented.

**The base salary will increase from \$38,100 to \$38,900, an increase of \$800. This represents a 4.85% increase, which also includes the insurance cost.**

V.B. IV.B. Building, Grounds, and Transportation

**Rationale:** This committee is responsible for recommending approval of building/grounds and transportation programs, vehicle replacement schedule, building and maintenance and upgrade schedule.

V.B.1. Proposal for Professional Engineering Services

V.C. VI.A. Board Policy, Handbooks, and Support Programs

V.C.1. Update policy **408.02 - CERTIFICATED EMPLOYEE CONTRACT RELEASE**

VI. Discussion Items and Reports

VI.A. Superintendent's Report

VI.A.1. Legislative Update - attached is the upcoming legislative calendar.

Rich Brabec, Brian Vavricek, and I will be attending the NASB Legislative Issues Conference on January 21-22.

VI.A.2. Developing a Mentor Program - thank you negotiation team.

VI.A.3. Hiring Process - teachers and team members involved to create a supportive and collegial atmosphere.

VII. Adjournment

Prepared by: Shelley Friesz, Secretary to the Board



Schuyler Community Schools  
Board of Education Regular Meeting  
Monday, December 11, 2023 6:30 PM  
Schuyler Community Schools Board Room  
120 W. 20th Street  
Schuyler, NE 68661-2400

Posting Locations:

- Schuyler Sun
- District Office Building Front Door
- Schuyler Post Office
- Colfax County Courthouse

Posted Date: 12/07/2023

Attendance Taken at 6:30 PM.

Richard Brabec: Present

Amanda Jedlicka: Present

Chuck Misek: Present

Dr Renee Sayer: Present

Virginia Semerad: Present

Brian Vavricek: Present

Present: 6.

I. Call Meeting to Order  
Procedural Item

**STRIVE - COMMIT - SUCCEED - District Mission Statement**

**Schuyler Community Schools in partnership with parents, students, and the community is committed to educate students to become skilled, knowledgeable and responsible citizens in a global society - District Vision Statement**

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public. Notice of this meeting was also given in advance to all members of the Board of Education

I.A. Pledge of Allegiance  
Procedural Item

I.B. Declaration of Open Meeting  
Procedural Item

This meeting has been preceded by advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the front of the meeting room.

**Nebraska Open Meetings**

**Act:** [http://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct\\_current.pdf](http://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf)

II. Approval of Consent Agenda

Consent Agenda

Discuss, Consider and Take Action on the consent agenda

Motion to approve the consent agenda Passed with a motion by Chuck Misek and a second by Virginia Semerad.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

II.A. Agenda

Consent Item

II.B. Minutes

Consent Item

II.C. Acceptance of Claims

Consent Item

II.C.1. Bills of \$5,000 or more

Consent Item

II.D. Financial

Consent Item

II.E. Other Listed Reports

Consent Item

III. Public Forum - We ask that all presentation be limited in their length.

Information Item

III.A. Recognition of visitors and guests

Information Item

Rich Brabec

III.B. Other topics (limited to 5 minutes - subject to guidelines of the Board Participation Policy)  
Information Item

III.C. Student Representative's Report  
Information Item

III.C.1. Bela Jedlicka will present on behalf of the student council.  
Action Item

IV. Action Items  
Procedural Item

IV.A. Americanism: Curriculum, Assessment, and Instructional Programs

Procedural Item

Nina Lanuza

This committee is responsible for reviewing curriculum recommendations, textbook selection, requisitions/inventory, and instructional programs.

IV.A.1. Dr. Gibbons will present on the 2022-2023 state assessment results.

Action Item

Dr. Dave Gibbons

IV.B. Building, Grounds, and Transportation

Procedural Item

Renee Sayer, Brian Vavricek, and Virginia Semerad

This committee is responsible for recommending approval of building/grounds and transportation programs, vehicle replacement schedule, building and maintenance and upgrade schedule.

IV.B.1. David Villines from Windin Group will present on the energy and facilities audit performed this semester.

Action Item

David Villines

Make a motion to solicit proposals for a Guaranteed Energy Performance Contract. Passed with a motion by Brian Vavricek and a second by Dr Renee Sayer.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

IV.C. Budget, finance, negotiations, and personnel

Procedural Item

Rich Brabec, Chuck Misek, and Amanda Jedlicka

This committee is responsible for budget, finance, and contract negotiations with administration, certificated staff, and support staff.

IV.C.1. At this time, the Negotiation Committees from the Certified Group and the School Board have met twice and will meet again on December 20th.

Action Item

Rich Brabec

IV.C.2. Consider, discuss, and take action to accept staff resignations

Action Item

IV.C.2.1. We would like to thank Don Maxwell for his years of service and wish him well on his retirement. Don has served Schuyler Public Schools as a Special Education/Life Skills teacher for grades 9-12.

Action Item

Make a motion to accept the resignation of Don Maxwell. Passed with a motion by Brian Vavricek and a second by Amanda Jedlicka.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

IV.C.3. Consider, discuss, and take action to refinance a CD for the Employee Benefits Fund. The CD is currently at 1.85% and this action will refinance it at 5.39% until 11/13/2024. The current value of the CD is \$13,828.53.

Action Item

Make a motion to refinance a CD for the Employee Benefits Fund at the new rate of 5.39%. Passed with a motion by Virginia Semerad and a second by Dr Renee Sayer.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea

Yea: 6, Nay: 0

## V. Discussion Items and Reports

Procedural Item

V.A. Superintendent's Report

Information Item

Dr. Bret Schroder

V.A.1. Superintendents Evaluation

Action Item  
Rich Brabec  
Rich Brabec, Board President, will lead this review.

V.A.2. Board members and I attended the State Education Conference in November.

Action Item

V.A.3. Attended the legislative preview on Nov. 29th.  
Action Item

V.A.4. Upcoming Legislative Conference - please let me know if you would like to attend.  
Action Item  
Dr. Bret Schroder

#### V.B. Board Member/Committee Reports

Information Item  
Board Members

V.B.1. December 11th at 6:00 p.m. - American Civics Committee  
Action Item

V.B.2. December 6th at 5:00 p.m. Budget, Finance, and Negotiations Committee Meeting

Action Item

#### VI. Adjournment

Action Item

<https://zoom.us/rec/share/Heyo8H2IIYcqsILyRb-SCMin7v3wrScEZrA4qBMo42luEYtmzK8SZZkzZ07tt0U9.9332BE7gc3rRE1Jb>

Motion to adjourn at 8:43 pm Passed with a motion by Chuck Misek and a second by Virginia Semerad.

Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea  
Yea: 6, Nay: 0

**SCHUYLER COMMUNITY SCHOOLS  
MONTHLY DISBURSEMENT REPORT  
For the month of JANUARY 2024**

<b>Check #</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
46925	1/15/2024	Advanced Fire & Safety, Inc.	Inspections	\$2,925.85
46926	1/15/2024	AED Brands	Supplies	\$110.00
46927	1/15/2024	Albers All Around	Repair	\$251.50
46928	1/15/2024	Amazon Capital Services	Supplies	\$1,422.88
46929	1/15/2024	Americom Communications	Security system	\$32,914.65
46930	1/15/2024	A.P.L. Associates	Prof dev	\$1,196.80
46931	1/15/2024	Awards & Engraving	Supplies	\$350.00
46932	1/15/2024	Boiler Chiller Systems	Contracted services	\$1,224.00
46933	1/15/2024	BOMGAARS	Supplies	\$911.52
46934	1/15/2024	Cada Electric, LLC	Services	\$8,640.51
46935	1/15/2024	Casey's Business MasterCard	Fuel	\$156.53
46936	1/15/2024	CenturyLink	Phone	\$37.62
46937	1/15/2024	CenturyLink	Phone	\$1,357.49
46938	1/15/2024	Central Nebraska Rehab Services	OT/PT services	\$14,742.65
46939	1/15/2024	Columbus Carpet, Inc	Labor	\$4,685.00
46940	1/15/2024	Columbus Screen Printing, Inc	Supplies	\$860.00
46941	1/15/2024	Conditioned Air Mechanical Systems & Service	Boiler repair	\$2,065.00
46942	1/15/2024	Cornhusker Public Power District	Electricity	\$2,224.16
46943	1/15/2024	Culligan of Columbus	Soft water plan	\$453.30
46944	1/15/2024	Department Of Utilities	Utilities	\$22,076.06
46945	1/15/2024	Didier Grocery	Supplies	\$1,062.24
46946	1/15/2024	Dietze Music House, Inc.	Supplies	\$1,612.60
46947	1/15/2024	Eakes Office Products Center	Leases/Copies	\$10,281.92
46948	1/15/2024	Electrical Engineering & Equipment Co	Supplies	\$1,623.92
46949	1/15/2024	Educational Serv Unit #7 Network	Jan-Mar, tech support	\$840.39
46950	1/15/2024	ESU #7 Special Education	SPED services	\$34,274.02
46951	1/15/2024	First Book	Books	\$75.44
46952	1/15/2024	FP Mailing Solutions	Postage meter fees	\$141.00
46953	1/15/2024	Fremont Winnelson Co	Supplies	\$576.59
46954	1/15/2024	Harris School Solutions	Tax forms	\$600.80
46955	1/15/2024	Naemo Hassan	Interpreter	\$84.38
46956	1/15/2024	Hometown Leasing	Copier leases	\$9,653.57
46957	1/15/2024	J & B Auto Parts	Supplies	\$75.09
46958	1/15/2024	Jackson Services Inc	Linens	\$1,250.43
46959	1/15/2024	Johnstone Supply	Supplies	\$786.76
46960	1/15/2024	J W Pepper & Sons Inc.	Supplies	\$56.94
46961	1/15/2024	Lightspeed Technologies, Inc	SPED supplies	\$2,726.00
46962	1/15/2024	Matheson Trigas	Supplies	\$97.20
46963	1/15/2024	Mcgraw Hill, LLC	Staff devel wkshp	\$3,500.00
46964	1/15/2024	Meyer Laboratory, Inc	Supplies	\$299.96
46965	1/15/2024	Midwest Alarm Services	Repairs	\$767.10
46966	1/15/2024	Midwest Laboratories, Inc	Water samples	\$259.46
46967	1/15/2024	Nebraska Council of School Administrators	Principal conf	\$200.00
46968	1/15/2024	Nebraska Public Health Environmental Laborato	Water testing	\$413.00
46969	1/15/2024	Nebraska Rural Community Schools Association	Conf registration	\$220.00
46970	1/15/2024	One Source The Background Check Company	Background checks	\$99.50
46971	1/15/2024	OPTK Networks	Ethernet	\$171.12

46972	1/15/2024	Parkview One Stop LLC	Fuel	\$402.17
46973	1/15/2024	Performance Foodservice - Omaha	PreK snacks	\$733.95
46974	1/15/2024	PHILLIPS 66 CO./SYNCB	Fuel	\$1,450.13
46975	1/15/2024	Presto-X	Pest control	\$367.25
46976	1/15/2024	Prochaska Tire LLC	Maintenance/repairs	\$463.00
46977	1/15/2024	QC Supply, LLC	Supplies	\$125.84
46978	1/15/2024	Barbara Raya	Mileage	\$7.21
46979	1/15/2024	Reinecke Motor Co.	Repairs	\$145.75
46980	1/15/2024	Retirement Plan Consultants LLC	Fees	\$1,708.00
46981	1/15/2024	Schuyler Coop Association	Fertilizer	\$2,559.17
46982	1/15/2024	Schuyler Home & Building Supply	Supplies	\$4.00
46983	1/15/2024	Virginia Semerad	Accompanist Oct-Dec	\$1,675.00
46984	1/15/2024	Snyder Heating & Refrigeration	Services	\$8,578.00
46985	1/15/2024	Sparq Data Solutions	Negotiations Dec 23-Mar 24	\$9,695.00
46986	1/15/2024	Treetop Products, LLC	Supplies	\$2,382.12
46987	1/15/2024	Verizon Wireless	Hot spot	\$592.60
46988	1/15/2024	VISA	Supplies	\$630.08
46989	1/15/2024	Visa	Supplies	\$406.61
46990	1/15/2024	VISA	Supplies	\$2,803.78
46991	1/15/2024	VISA	Supplies	\$839.22
46992	1/15/2024	VISA	Supplies	\$73.67
46993	1/15/2024	Vyve Broadband	Internet	\$696.02
46994	1/15/2024	WageWorks	Admin fees	\$195.00
46995	1/15/2024	Waste Connections of NE, Inc.	Sanitation services	\$1,849.10
46996	1/15/2024	William V. Macgill & Co	Supplies	\$387.34
46997	1/15/2024	Woodriver Energy LLC	Natural gas	\$15,147.30
46998	1/15/2024	Zultys, Inc.	Phone system	\$85,198.26
00124-01	1/16/2024	Heather Bebout	Dec mileage	\$120.90
00124-02	1/16/2024	Kristi Benck	Mileage	\$52.40
00124-03	1/16/2024	Heather McCurdy	Mileage	\$57.64
00124-04	1/16/2024	Mairen Montanez	Nov mileage	\$36.02
00124-05	1/16/2024	Nestor Pelayo	Dec mileage	\$142.13
00124-06	1/16/2024	Guadalupe Ramirez	Mileage	\$7.21
00124-07	1/16/2024	Evelyn Recinos	Mileage	\$26.86
00124-08	1/16/2024	Neleigh Reichert	Dec mileage	\$39.30
00124-09	1/16/2024	Rachel Stuehmer	Mileage	\$36.03
00124-10	1/16/2024	Jennie Stutzman	Mileage	\$50.44
00124-11	1/16/2024	Lisa Terrell	Mileage	\$7.21
00124-12	1/16/2024	Cindy Vacha	Mileage	\$50.44
<b>TOTAL GENERAL FUND DISBURSEMENTS</b>				<b>\$310,097.10</b>
2314 1/15/2024 Electronic Sound			Transmitters/clocks	\$6,000.00
<b>TOTAL DEPRECIATION FUND DISBURSEMENTS</b>				<b>\$6,000.00</b>
472 1/15/2024 Computer Hardware, Inc.			Repairs	\$1,930.00
<b>TOTAL STUDENT FEES FUND DISBURSEMENTS</b>				<b>\$1,930.00</b>

**SCHUYLER COMMUNITY SCHOOLS**  
**MONTHLY DISBURSEMENT REPORT over \$5000**  
**For the month of JANUARY 2024**

<b>Check #</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
46998	1/15/2024	Zultys, Inc.	Phone system	\$85,198.26
46950	1/15/2024	ESU #7 Special Education	SPED services	\$34,274.02
46929	1/15/2024	Americom Communications	Security system	\$32,914.65
46944	1/15/2024	Department Of Utilities	Utilities	\$22,076.06
46997	1/15/2024	Woodriver Energy LLC	Natural gas	\$15,147.30
46938	1/15/2024	Central Nebraska Rehab Services	OT/PT services	\$14,742.65
46947	1/15/2024	Eakes Office Products Center	Leases/Copies	\$10,281.92
46985	1/15/2024	Sparq Data Solutions	Negotiations Dec 23-Mar 24	\$9,695.00
46956	1/15/2024	Hometown Leasing	Copier leases	\$9,653.57
46934	1/15/2024	Cada Electric, LLC	Services	\$8,640.51
46984	1/15/2024	Snyder Heating & Refrigeration	Services	\$8,578.00
<b>TOTAL GENERAL FUND DISBURSEMENTS</b>				<b>\$251,201.94</b>
2314	1/15/2024	Electronic Sound	Transmitters/clocks	\$6,000.00
<b>TOTAL DEPRECIATION FUND DISBURSEMENTS</b>				<b>\$6,000.00</b>

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 12/01/2023 to 12/31/2023.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>SCHUYL Schuyler Community Schools</b>								
<b>A</b>	<b>ACADEMIC</b>							
	1100		CONSORTIUM PAYROLL	232.84	0.00	0.00	0.00	232.84
	1500		ARC EQUIP SPEC.ED.	1,894.05	0.00	0.00	0.00	1,894.05
	<b>A Totals:</b>			2,126.89	0.00	0.00	0.00	2,126.89
<b>B</b>	<b>ACTIVITIES</b>							
	2100		BASKETBALL B	-250.00	0.00	1,205.00	0.00	-1,455.00
	2150		BASKETBALL G	-426.82	0.00	1,465.00	0.00	-1,891.82
	2200		CROSS COUNTRY B & G	120.00	0.00	0.00	0.00	120.00
	2250		CROSS COUNTRY	0.00	0.00	0.00	0.00	0.00
	2300		FOOTBALL	-160.00	350.00	0.00	0.00	190.00
	2350		GOLF B	300.00	0.00	0.00	0.00	300.00
	2375		GOLF G	95.00	0.00	150.00	0.00	-55.00
	2400		SOFTBALL	220.30	0.00	0.00	0.00	220.30
	2450		SOCCER B	555.00	0.00	10.00	0.00	545.00
	2500		SOCCER G	400.00	0.00	0.00	0.00	400.00
	2600		TRACK	-1,523.90	0.00	862.46	0.00	-2,386.36
	2700		VOLLEYBALL	0.00	0.00	0.00	0.00	0.00
	2750		WRESTLING	-580.00	0.00	1,225.00	0.00	-1,805.00
	2755		WEIGHT ROOM EQUIPMENT	7.50	0.00	0.00	0.00	7.50
	2775		GIRLS WRESTLING	-1,501.42	0.00	1,000.00	0.00	-2,501.42
	2800		SMS ATHLETICS	-1,434.22	5,317.94	1,793.05	0.00	2,090.67
	2850		LAUNDRY	0.00	0.00	0.00	0.00	0.00
	2900		GENERAL	-4,288.69	4,958.62	2,168.00	0.00	-1,498.07
	2950		MEDICAL	0.00	0.00	122.08	0.00	-122.08
	2970		BOOSTER CLUB DONATION	0.00	0.00	0.00	0.00	0.00
	2975		DONATIONS	1,954.78	0.00	0.00	0.00	1,954.78
	2980		SPEECH	0.00	0.00	0.00	0.00	0.00
	2982		FFA	0.00	0.00	0.00	0.00	0.00
	2984		ONE ACT	0.00	0.00	0.00	0.00	0.00
	2986		FCCLA	0.00	0.00	0.00	0.00	0.00
	2988		YOUTH SPORTS	0.00	0.00	0.00	0.00	0.00
	2990		CHEER	0.00	0.00	0.00	0.00	0.00
	2995		DANCE	0.00	0.00	0.00	0.00	0.00
	<b>B Totals:</b>			-6,512.47	10,626.56	10,000.59	0.00	-5,886.50

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 12/01/2023 to 12/31/2023.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>C</b>	<b>DISTRICT</b>							
	3100		ADULT EDUCATION	0.00	0.00	0.00	0.00	0.00
	3110		COLLEGE CREDIT	180.00	0.00	8,029.49	0.00	-7,849.49
	3200		GENERAL	12,677.70	1,517.78	35.98	0.00	14,159.50
	3250		FIELD HOUSE	57,476.47	1,505.00	230.34	0.00	58,751.13
	3300		FINES	1,916.09	0.00	0.00	0.00	1,916.09
	3400		HIGH SCHOOL--- BOOK FINES	0.00	0.00	0.00	0.00	0.00
	3450		SCHS LIBRARY FINES	1,115.21	0.00	0.00	0.00	1,115.21
			<b>C Totals:</b>	<b>73,365.47</b>	<b>3,022.78</b>	<b>8,295.81</b>	<b>0.00</b>	<b>68,092.44</b>
<b>D</b>	<b>DEPARTMENTS</b>							
	4000		BAND	-2,028.35	117.50	1,224.00	0.00	-3,134.85
	4025		Musical	3,155.78	0.00	0.00	0.00	3,155.78
	4050		VOCAL	0.00	0.00	0.00	0.00	0.00
	4750		KOEHN TRUST (BAND DONATION)	9,410.62	0.00	0.00	0.00	9,410.62
			<b>D Totals:</b>	<b>10,538.05</b>	<b>117.50</b>	<b>1,224.00</b>	<b>0.00</b>	<b>9,431.55</b>
<b>E</b>	<b>UNIFORMS &amp; EQUIPMENT</b>							
	4500		BAND (UNIFORM DEP)	828.18	0.00	0.00	0.00	828.18
	4650		FLAG CORPS	1,383.26	0.00	0.00	0.00	1,383.26
	4700		INSTRUMENT RENTAL	0.00	0.00	0.00	0.00	0.00
	4770		AMBASSADORS	1,637.88	0.00	0.00	0.00	1,637.88
			<b>E Totals:</b>	<b>3,849.32</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,849.32</b>

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 12/01/2023 to 12/31/2023.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
F	CLUBS ORGANIZATIONS							
5000	ART			237.70	0.00	0.00	0.00	237.70
5005	ATHS			0.00	0.00	0.00	0.00	0.00
5050	CHEERLEADERS			4,791.13	0.00	131.73	0.00	4,659.40
5100	DRAMATICS, SPEECH			0.70	540.00	0.00	0.00	540.70
5105	One Act - NA			383.08	0.00	1,069.30	0.00	-686.22
5150	DANCE TEAM			-6,180.62	2,372.00	0.00	0.00	-3,808.62
5175	EMERGENCY RESPNSE TEAM			0.00	0.00	0.00	0.00	0.00
5200	FFA CLUB			27,059.76	1,176.00	9,920.69	0.00	18,315.07
5250	FCCLA CLUB			-1,271.24	415.00	0.00	0.00	-856.24
5300	CULTURAL UNITY			2,024.52	0.00	0.00	0.00	2,024.52
5350	NATIONAL HONOR SOCIETY			4,585.72	0.00	56.64	0.00	4,529.08
5400	S-CLUB			596.45	150.00	0.00	0.00	746.45
5405	SPIRIT CLUB			0.00	0.00	0.00	0.00	0.00
5425	WARRIORS STAND FOR THE SILENT			0.00	0.00	0.00	0.00	0.00
5500	SCIENCE & mATH cLUB			5,461.03	0.00	0.00	0.00	5,461.03
5510	SCIENCE TRIP			0.00	0.00	0.00	0.00	0.00
5515	INDUST. TECH GRANT SCHS			2,000.00	0.00	0.00	0.00	2,000.00
5525	SCIENCE FAIR			0.00	0.00	0.00	0.00	0.00
5550	STUDENT COUNCIL			2,466.81	0.00	66.97	0.00	2,399.84
5575	504 R ACTIVITY FUND			0.00	0.00	0.00	0.00	0.00
5600	RICHLAND ACTIVITY FUND			1,946.38	372.50	42.70	0.00	2,276.18
5610	FISHER 24 ACTIVITY FUND			7,393.90	0.00	369.49	0.00	7,024.41
5615	DUAL LANGUAGE			678.66	0.00	0.00	0.00	678.66
5616	Dual Lang Students			1,730.52	4,660.25	0.00	0.00	6,390.77
5620	SCHUYLER ELEMENTARY SCHOOL			-563.04	0.00	0.00	0.00	-563.04
5621	SES FELICITATIONS			0.00	0.00	0.00	0.00	0.00
5622	SES FIELD DAY			8,812.83	0.00	0.00	0.00	8,812.83
5623	SES Vocal Music Club			713.10	0.00	0.00	0.00	713.10
5624	SES LIBRARY			3,929.81	0.00	0.00	0.00	3,929.81
5631	SES POP FUND			0.00	0.00	0.00	0.00	0.00
5632	SES Band CLUB			302.90	0.00	0.00	0.00	302.90
5633	SES STEM			5,917.50	0.00	0.00	0.00	5,917.50
5650	BRAINSTORMING			0.00	0.00	0.00	0.00	0.00
5675	TEEN MOM'S			0.00	0.00	0.00	0.00	0.00
5700	A.S.K.			2,204.46	0.00	0.00	0.00	2,204.46
5725	STUDENT COUNCIL MAKE A WISH			2,889.37	0.00	0.00	0.00	2,889.37
5750	FELLOWSHIP CHRISTIANS FOR ATHLETICS			0.00	0.00	0.00	0.00	0.00
5775	INDUSTRIAL TECH ACCOUNT			0.00	0.00	0.00	0.00	0.00
5800	SHEEL CREEK WATER TESTING			0.00	0.00	0.00	0.00	0.00
5825	PRESCHOOL			3,011.32	70.00	0.00	0.00	3,081.32
5900	SMS GENERAL ACTIVITY			-889.94	100.00	0.00	0.00	-789.94
5901	SMS STUDENT COUNCIL			6,735.37	0.00	0.00	0.00	6,735.37
5902	SMS LIBRARY			2,305.28	0.00	0.00	0.00	2,305.28
5903	SMS RESOURCE ROOM			4,680.90	0.00	0.00	0.00	4,680.90

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 12/01/2023 to 12/31/2023.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
5904			SMS BAND CLUB	98.60	0.00	0.00	0.00	98.60
5905			SMS TEACHER POP 7702463	189.83	0.00	0.00	0.00	189.83
5906			SMS EDUCATIONQUEST FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00
5907			SMS Entrepreneurship	0.00	0.00	0.00	0.00	0.00
5909			SMS VOCAL MUSIC	3.25	0.00	0.00	0.00	3.25
5910			SMS VOLLEYBALL CLUB	1,560.74	0.00	46.86	0.00	1,513.88
5911			SMS YEARBOOK	-735.19	0.00	0.00	0.00	-735.19
5915			SMS WRESTLING CLUB	232.20	0.00	0.00	0.00	232.20
5916			SMS G Wrestling Club	205.71	0.00	0.00	0.00	205.71
5920			SMS FOOTBALL CLUB	1,942.35	0.00	104.67	0.00	1,837.68
5925			SMS BOYS BASKETBALL CLUB	763.04	0.00	0.00	0.00	763.04
5926			SMS GIRLS BASKETBALL	488.96	0.00	0.00	0.00	488.96
5927			SMS TRACK CLUB	0.00	0.00	0.00	0.00	0.00
5928			SMS CROSS COUNTRY	-185.76	0.00	0.00	0.00	-185.76
5930			YOUTH FOOTBALL	0.00	0.00	0.00	0.00	0.00
5935			YOUTH SPORTS	1,363.00	80.00	2,092.00	0.00	-649.00
5940			YOUTH SOCCERE	7,928.95	0.00	0.00	0.00	7,928.95
5945			TEAMMATES	5,003.69	1,898.06	0.00	0.00	6,901.75
5950			SMS SPEECH	44.18	0.00	0.00	0.00	44.18
5955			SMS Weights Club	0.00	0.00	0.00	0.00	0.00
5960			SES Counseling	0.00	423.20	0.00	0.00	423.20
5975			SMS Weights	0.00	356.41	0.00	0.00	356.41
<b>F Totals:</b>				<b>112,857.91</b>	<b>12,613.42</b>	<b>13,901.05</b>	<b>0.00</b>	<b>111,570.28</b>
<b>G</b>	<b>CONCESSION/VENDING</b>							
6000			CONCESSION	679.72	2,079.80	2,450.81	0.00	308.71
6005			SMS CONCESSIONS	-827.35	267.60	56.58	0.00	-616.33
6010			Imp. Fund-10%	1,761.72	629.90	627.39	0.00	1,764.23
6015			SMS IMP FUND - 10%	-284.16	80.25	126.99	0.00	-330.90
6100			SCHS PEPSI 7701503	8,602.91	1,396.35	1,611.52	0.00	8,387.74
6105			SMS PEPSI 7702463	-977.67	242.30	0.00	0.00	-735.37
6125			SCHS LUNCH PEPSI	0.00	0.00	0.00	0.00	0.00
6150			SCS FIELD HOUSE POP	1,993.51	0.00	0.00	0.00	1,993.51
6200			STUDENT POP	1,022.46	0.00	0.00	0.00	1,022.46
6300			TEACHER POP	5,788.42	0.00	0.00	0.00	5,788.42
6400			S-CLUB JUICE	38.64	0.00	0.00	0.00	38.64
6500			MAINTENANCE	11,729.45	0.00	0.00	0.00	11,729.45
6600			MILK MACHINE - FCCLA	0.00	0.00	0.00	0.00	0.00
<b>G Totals:</b>				<b>29,527.65</b>	<b>4,696.20</b>	<b>4,873.29</b>	<b>0.00</b>	<b>29,350.56</b>

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 12/01/2023 to 12/31/2023.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
H	SALES							
	7000		HORTICULTURE	15,536.44	3,436.00	3,494.72	0.00	15,477.72
	7010		HOUSE CONSTRUCTION	8,727.88	0.00	0.00	0.00	8,727.88
	7020		HOUSE RENTAL	31,127.10	0.00	0.00	0.00	31,127.10
	7050		INDUSTRIAL TECH / PLASMA CAM SALES	4,121.72	0.00	0.00	0.00	4,121.72
	7150		BBB CLUB ACCOUNT	475.83	0.00	0.00	0.00	475.83
	7200		GBB CLUB ACCOUNT	2,049.80	463.21	396.00	0.00	2,117.01
	7215		BOYS GOLF CLUB ACCT.	6,836.54	0.00	0.00	0.00	6,836.54
	7225		GIRLS GOLF CLUB ACCOUNT	816.89	0.00	0.00	0.00	816.89
	7250		WRESTLING CLUB ACCOUNT	8,837.31	0.00	0.00	0.00	8,837.31
	7260		GIRLS WRESTLING CLUB	5,312.23	245.00	1,391.00	0.00	4,166.23
	7275		WRESTLING AIDS	385.83	0.00	0.00	0.00	385.83
	7300		BSOC CLUB ACCOUNT	3,723.50	253.17	0.00	0.00	3,976.67
	7325		GSOC CLUB ACCOUNT	1,805.30	348.16	0.00	0.00	2,153.46
	7350		G/B CROSS COUNTRY CLUB	460.72	0.00	0.00	0.00	460.72
	7400		FOOTBALL CLUB ACCOUNT	2,916.62	125.73	0.00	0.00	3,042.35
	7450		VOLLEYBALL CLUB ACCT.	17,386.53	0.00	0.00	0.00	17,386.53
	7500		SB CLUB ACCOUNT	1,964.48	0.00	0.00	0.00	1,964.48
	7550		STUDENT PURCHASES	244.52	0.00	0.00	0.00	244.52
	7600		TR. CLUB ACCT	2,183.60	0.00	0.00	0.00	2,183.60
	7650		SPEECH CLUB	3,110.02	0.00	0.00	0.00	3,110.02
	7700		ONE ACT CLUB	2,166.36	0.00	0.00	0.00	2,166.36
<b>H Totals:</b>				120,189.22	4,871.27	5,281.72	0.00	119,778.77

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 12/01/2023 to 12/31/2023.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
I	<b>CLASSES</b>							
	8000		ALUMNI ACCOUNT	1,386.24	0.00	0.00	0.00	1,386.24
	8255		CLASSES OF 2013	0.00	0.00	0.00	0.00	0.00
	8260		CLASS 2014	0.00	0.00	0.00	0.00	0.00
	8265		CLASS OF 2015	0.00	0.00	0.00	0.00	0.00
	8270		CLASS OF 2016	0.00	0.00	0.00	0.00	0.00
	8275		CLASS OF 2017	0.00	0.00	0.00	0.00	0.00
	8280		CLASS 2018	0.00	0.00	0.00	0.00	0.00
	8285		CLASS OF 2019	0.00	0.00	0.00	0.00	0.00
	8290		CLASS OF 2020	0.00	0.00	0.00	0.00	0.00
	8295		CLASS OF 2021	0.00	0.00	0.00	0.00	0.00
	8300		Class of 2022	0.00	0.00	0.00	0.00	0.00
	8305		CLASS OF 2023	574.42	0.00	0.00	0.00	574.42
	8310		CLASS OF 2024	-179.43	0.00	0.00	0.00	-179.43
	8315		CLASS OF 2025	410.06	0.00	0.00	0.00	410.06
	8320		CLASS OF 2026	1,167.27	0.00	0.00	0.00	1,167.27
	8325		CLASS OF 2027	447.26	0.00	0.00	0.00	447.26
	8330		CLASS OF 2028	298.97	0.00	0.00	0.00	298.97
	8335		CLASS OF 2029	-788.82	0.00	0.00	0.00	-788.82
	8340		CLASS OF 2030	-6.30	0.00	0.00	0.00	-6.30
	8345		CLASS OF 2031	1,295.11	0.00	0.00	0.00	1,295.11
	8350		Class of 2032	1,501.58	213.00	445.00	0.00	1,269.58
	8355		CLASS OF 2033	1,316.57	0.00	330.00	0.00	986.57
	8360		Class of 2034	2,340.24	372.00	0.00	0.00	2,712.24
	8365		CLASS OF 2035	251.80	0.00	162.18	0.00	89.62
	8370		Class of 2036	1,034.00	541.00	750.76	0.00	824.24
	<b>I Totals:</b>			<b>11,048.97</b>	<b>1,126.00</b>	<b>1,687.94</b>	<b>0.00</b>	<b>10,487.03</b>
J	<b>YEARBOOK</b>							
	8560		YEARBOOK	10,656.27	388.00	0.00	0.00	11,044.27
	<b>J Totals:</b>			<b>10,656.27</b>	<b>388.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,044.27</b>

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 12/01/2023 to 12/31/2023.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance	
<b>K MISCELLANEOUS</b>									
9000	STUDENT COUNCIL SCHOOL IMPROVMENT FUND			1,304.25	0.00	0.00	0.00	1,304.25	
9025	SAVE THE CHILDREN			0.00	0.00	0.00	0.00	0.00	
9030	AFTERSCHOOL PROGRAM			126,251.79	0.00	0.00	0.00	126,251.79	
9031	BEYOND SCHOOL BELL			82,036.62	0.00	202.30	0.00	81,834.32	
9035	SIXPENSE			0.00	0.00	0.00	0.00	0.00	
9040	SES BACK PACK PROGRAM			1,492.21	0.00	0.00	0.00	1,492.21	
9045	BUILDING HEALTHY RELATIONSHIPS.			7,736.07	0.00	0.00	0.00	7,736.07	
9050	STAFF INSURANCE PURCHASES			361.16	0.00	0.00	0.00	361.16	
9075	KEY DEPOSITS & RENTAL FEES			9,628.25	135.00	0.00	0.00	9,763.25	
9085	PROFESSIONAL DEVELOPMENT			-1,101.33	0.00	0.00	0.00	-1,101.33	
9095	PARENT INVOLMENT - PRESCHOOL			12,739.00	120.00	0.00	0.00	12,859.00	
9100	BLOOD MOBILE			0.00	0.00	0.00	0.00	0.00	
9105	WELLNESS WARRIORS			4,811.63	0.00	0.00	0.00	4,811.63	
9110	PTO WELLNESS DAY DONATION			-7,538.00	0.00	1,147.00	0.00	-8,685.00	
9115	LUNCH CARD			2,446.05	0.00	0.00	0.00	2,446.05	
9125	TMH			0.00	0.00	0.00	0.00	0.00	
9150	PRINCIPAL			1,069.26	0.00	0.00	0.00	1,069.26	
9175	Technology Fee			30,780.00	0.00	638.00	0.00	30,142.00	
9250	Booster Club			2,582.18	0.00	0.00	0.00	2,582.18	
9300	Credit Cards to Other ACCTS			32.90	25.00	12.90	0.00	45.00	
<b>K Totals:</b>				274,632.04	280.00	2,000.20	0.00	272,911.84	
<b>L SCHOLARSHIPS/MEMORIALS</b>									
9200	EF TOUR			2,400.00	0.00	2,400.00	0.00	0.00	
9500	COLLEGE ACCESS GRANT			-184.35	0.00	0.00	0.00	-184.35	
<b>L Totals:</b>				2,215.65	0.00	2,400.00	0.00	-184.35	
<b>SCHUYLER Activity Totals:</b>				644,494.97	37,741.73	49,664.60	0.00	632,572.10	
<hr/>									
				Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
SCHUYLER Checking:						37,741.73	49,664.60		
SCHUYLER Investment:									
SCHUYLER Bank Balances:				644,494.97		37,741.73	49,664.60	0.00	632,572.10
<hr/>									
<b>Report Activity Totals:</b>				644,494.97	37,741.73	49,664.60	0.00	632,572.10	

**SCHUYLER COMMUNITY SCHOOLS**

**Treasurer's Report**

**Fiscal Year 2024**

<b>SCHUYLER COMMUNITY SCHOOLS</b>	<b>Dec-23</b>	<b>YTD</b>
<b>GENERAL FUND</b>		<b>2023-2024</b>
<b>Beginning Cash Balance</b>	<b>1,409,570.51</b>	<b>830,082.34</b>
Receipts:		
Colfax county Local District Tax	77,106.54	4,130,877.52
Butler county Local District Tax	7,387.76	351,186.80
Saunders county Local District Tax		1,533.34
Interest	6,586.71	34,271.69
License Fees		300.00
Rent of Facility		0.00
Categorical Grants		31,534.63
Curriculum Receipts		0.00
Other Local Receipts		0.00
Private grants		0.00
ESU Receipts		0.00
State Aid	472,233.00	1,888,932.00
Special Education	236,999.00	236,999.00
SPED Transportation		0.00
State Apportionment		0.00
Distant Ed Incentive		0.00
Six Pence		126,725.00
Other State Receipts		0.00
High Ability Learner		0.00
IDEA ARP Base 0-21		0.00
IDEA ARP Preschool		0.00
IDEA ARP Proportionate Share		0.00
Title 1 Part A		115,330.00
Title I part B		0.00
Title I, SIG		0.00
Title II, Part A - Staff		0.00
SPED IDEA Base		0.00
SPED Preschool		5,501.00
SPED IDEA Part B BASE Enrollment/Poverty		382,586.00
SPED IDEA, Part B Enroll		0.00
SPED Ed IDEA CEIS		0.00
SPED non public		0.00
Medicaid in the Public Schools - MIPS		24,055.69
NASB MEDICAID Reimbursements	4,756.31	8,851.66
Carl Perkins Fund		0.00
E-Rate Reimbursement		0.00
Migrant		0.00
Title III		0.00
Title III Immigrant		0.00
Peak ILCD/other grants		1,750.00
21st Century Grant		22,048.00
Title IV A SSAE Grant		0.00
ESSERS I		0.00
ESSERS II	533,981.00	702,302.00
ESSERS III		0.00
Insurance Adjustments		0.00
Sale of Property		0.00
Other Non Revenue		1,212.88
ASP HS Expanded Learning		0.00
ARP Summer School		0.00
Transfers in		0.00
<b>Total Receipts</b>	<b>1,339,050.32</b>	<b>8,065,997.21</b>

<b>Non-program Receipts</b>		
Intrafund loan from QCPUF		0.00
Non-program Receipts		500.00
Lunch & Coop Fund Reimbursements	<u>43,001.92</u>	<u>166,013.66</u>
<b>Subtotal</b>	<b><u>43,001.92</u></b>	<b><u>166,513.66</u></b>
<b>Transfers from CD</b>		
<b>Transfers IN/OUT Money Market Accounts</b>		<u>0.00</u>
<b>Total Receipts &amp; Transfers</b>	<b>1,382,052.24</b>	<b>8,232,510.87</b>
<b>General Fund Cash</b>		
	<b>2,791,622.75</b>	<b>9,062,593.21</b>
<b>General Fund Disbursements</b>		
General Fund Disbursements	-1,963,269.37	-8,234,239.83
Transfers In/Out Money Market Accounts		0.00
Prior Period Adjustment (Voided Checks)		0.00
<b>Total Disbursements</b>	<b><u>-1,963,269.37</u></b>	<b><u>-8,234,239.83</u></b>
<b>GENERAL FUND Cash Balance</b>	<b><u>828,353.38</u></b>	<b><u>828,353.38</u></b>

<b>SPECIAL BUILDING FUND</b>		
<b>Beginning Cash Balance</b>	<b>384,104.13</b>	<b>442,753.83</b>
Colfax County Tax Collection	648.78	166,904.41
Butler County Tax Collection	174.32	14,709.82
Saunders County Tax Collection		66.32
ESSER II		0.00
ESSER III		0.00
ESSER III		0.00
Sale of Property		0.00
Interest	1,214.11	5,255.96
2019 HS Bonds sold		0.00
Sale of Property		0.00
Non-revenue receipts		<u>0.00</u>
<b>Total before non-program receipts</b>	<b>2,037.21</b>	<b>186,936.51</b>
Non-program Receipts/transfers		<u>0.00</u>
<b>Total Monthly Receipts</b>	<b>2,037.21</b>	<b>186,936.51</b>
Cashed CD's		<u>0.00</u>
<b>Total Building Fund Cash</b>	<b>386,141.34</b>	<b>629,690.34</b>
<b>Disbursements &amp; Transfers:</b>		
Total Expenditures	0.00	-243549.00
Non-program Expenditures		0.00
Loan repayment to QCPUF		0.00
<b>Total Disbursements</b>	<b><u>0.00</u></b>	<b><u>-243549.00</u></b>
<b>Special Building Fund Ending Balance</b>	<b><u>386,141.34</u></b>	<b><u>386,141.34</u></b>

### BOND FUND ACCOUNT

<b>Beginning Balance Pinnacle Bank</b>	<b>1,142,723.46</b>	<b>719,512.29</b>
Bond tax collections	1,916.33	422,991.21
Interest	<u>289.28</u>	2,425.57
		<u>0.00</u>
<b>Total before non-program receipts</b>	<b>2,205.61</b>	<b>425,416.78</b>
Non-program Receipts/transfers		<b>0.00</b>
<b>Total Monthly Receipts</b>	<b>2,205.61</b>	<b>425,416.78</b>
Bond Payment	-1,051,539.00	<u>-1,051,539.00</u>
Expenditures	-30.00	<u>-30.00</u>
Loan repayment to QCPUF		<u>0.00</u>
<b>Balance bonds</b>	<b>93,360.07</b>	<b>93,360.07</b>
<b>Beginning Balance - County Treasurer</b>		<b>0.00</b>
Old Bond - WW 1993 - Held by Colfax Co Treasurer		0.00
Transfers		<u>0.00</u>
<b>Total Old Bond Balance</b>		<b>0.00</b>
<b>Beatrice Bank Holding funds</b>		<b>0.00</b>
<b>Total Bond Fund Balance</b>	<b><u>93,360.07</u></b>	<b><u>93,360.07</u></b>

### DEPRECIATION FUND SAVINGS

<b>Beginning Balance Checking accounts</b>	<b>78,713.15</b>	<b>30,540.92</b>
Receipts		100,000.00
Interest on Money Market Accounts	<u>58.71</u>	<u>276.50</u>
Non-program receipts		
<b>Total</b>	<b>78,771.86</b>	<b>130,817.42</b>
Disbursements	-22,911.00	-74,956.56
Transfers		
Non-program disbursements		
<b>Ending Balance Cash account/Money Market Ac</b>	<b><u>55,860.86</u></b>	<b><u>55,860.86</u></b>
<b>DEPRECIATION FUND INVESTMENTS:</b>		
<b>Beginning Balance ( 800011254, 800012522, 583</b>	<b>88,253.38</b>	<b>87,898.89</b>
CD's		0.00
Interest		354.49
<b>Ending Balance Investments</b>	<b>88,253.38</b>	<b>88,253.38</b>
<b>Total Depreciation Funds</b>	<b><u>144,114.24</u></b>	<b><u>144,114.24</u></b>

### QUALIFIED CAPITAL PURPOSE BONDS

<b>Beginning balance</b>	<b><u>4,979,891.01</u></b>	<b><u>4,812,985.52</u></b>
<b>PINNACLE BANK (initial deposit+interest)</b>		
Colfax County Tax Collections	433.29	111,267.55
Butler County Tax Collections	116.21	9,806.36
Saunders County Tax Collections		44.03
Interest & Transfers	20,682.84	73,218.37
US Treasury Receipts		0.00
<b>Total Monthly Receipts</b>	<b>21,232.34</b>	194,336.31
Transfers/Loan repayment		0.00
Payments/Disbursements	-119,710.00	-125,908.48
Loans		0.00
<b>Fund Balance</b>	<b><u>4,881,413.35</u></b>	<b><u>4,881,413.35</u></b>

**EMPLOYEE BENEFITS FUND**

<b>Beginning Balance</b>	<b>82,702.89</b>	<b>77,010.25</b>
Deposits	6,432.29	49,072.92
<b>Total Revenue</b>	<b>89,135.18</b>	<b>126,083.17</b>
Disbursements & Transfers:	<u>-11,055.72</u>	<u>-48,003.71</u>
<b>Ending Balance</b>	<b><u>78,079.46</u></b>	<b><u>78,079.46</u></b>
<b>EMPLOYEE BENEFITS FUND INVESTMENTS:</b>		
<b>Beginning Balance (800010018; 55375)</b>	<b>13,828.53</b>	<b>13,807.65</b>
SCS CD's Interest		20.88
<b>Ending Balance</b>	<b>13,828.53</b>	<b>13,828.53</b>
<b>Total Employee Benefits Funds Investments</b>	<b><u>13,828.53</u></b>	<b><u>13,828.53</u></b>
<b>Total Employee Benefits Funds</b>	<b><u>91,907.99</u></b>	<b><u>91,907.99</u></b>

**SCS STUDENT FEES**

<b>Beginning Balance</b>	<b>49,125.86</b>	<b>40,694.26</b>
Receipts	281.23	11,214.83
<b>Total</b>	<b><u>49,407.09</u></b>	<b><u>51,909.09</u></b>
Disbursements	-346.00	-2,848.00
<b>Ending Balance</b>	<b><u>49,061.09</u></b>	<b><u>49,061.09</u></b>

**SCS ACTIVITY FUND**

<b>Beginning Balance</b>	<b>644,494.97</b>	<b>636,644.80</b>
Receipts	37,741.73	188,719.78
<b>Total</b>	<b><u>682,236.70</u></b>	<b><u>825,364.58</u></b>
Disbursements	-49,664.60	-192,792.48
<b>Ending Balance</b>	<b><u>632,572.10</u></b>	<b><u>632,572.10</u></b>

**Lunch Fund**

<b>Beginning Balance Checking accounts</b>	<b>237,580.77</b>	<b>354,749.03</b>
Receipts	141097.81	487,138.82
Interest	246.14	1,490.45
non-program receipts		<u>0.00</u>
<b>Total Cash</b>	<b><u>378,924.72</u></b>	<b><u>843,378.30</u></b>
Disbursements	-152,690.11	-617,143.69
non-program expenses		0.00
Total Expenditures	<u>-152,690.11</u>	<u>-617,143.69</u>
<b>Total Lunch Funds</b>	<b><u>226,234.61</u></b>	<b><u>226,234.61</u></b>

**SCS COOPERATIVE FUND**

<b>Beginning Balance</b>	<b>15,081.92</b>	<b>5,578.67</b>
Receipts	3,354.55	22,861.20
<b>Total</b>	<b><u>18,436.47</u></b>	<b><u>28,439.87</u></b>
Disbursements	-3,334.46	-13,337.86
<b>Ending Balance</b>	<b><u>15,102.01</u></b>	<b><u>15,102.01</u></b>

**Submitted By:**

**Charles P. Misek, Treasurer**

# SCHUYLER COMMUNITY SCHOOLS

## Revenue Summary Report

FY 2024

For the Month of DECEMBER 2023

Account	BUDGET	Dec-23	2023-24	Percent Collected
	2023-24		YTD TOTALS	
Tax Collections	15,190,151.00	84,494.30	4,483,597.66	29.52%
Tuition Rec'd Other Districts	-		-	0.00%
Interest earned on Local Receipts	42,000.00	6,586.71	34,271.69	81.60%
CD Interest	7,500.00		-	0.00%
License Fee	3,500.00		300.00	8.57%
Community Service Activities	3,000.00		-	0.00%
Grants from Corp & other private	-		31,534.63	
Other Local Receipts	19,118.00		-	0.00%
ESU Receipts	2,000.00		-	0.00%
State Aid	4,722,330.00	472,233.00	1,888,932.00	40.00%
Sp Ed Programs	808,000.00	236,999.00	236,999.00	29.33%
Sp Ed Transportation	4,000.00		-	0.00%
State Apportionment	200,482.00		-	0.00%
Other State/Distance Learning Education			-	
High Ability Learner	6,500.00		-	0.00%
Six Pence	335,000.00		126,725.00	37.83%
Other State	5,000.00		-	0.00%
Title I, Part A	200,000.00		115,330.00	0.00%
Title I, part B	400,000.00		-	0.00%
Title I - School Improvement Grant			-	0.00%
Title IIA	140,000.00		-	0.00%
Title IIA, ESU7 Consortium	-		-	0.00%
IDEA ARP Base 0-21				0.00%
IDEA ARP Preschool				0.00%
IDEA ARP Proportionate Share				0.00%
IDEA, to age 5	82,576.00		-	0.00%
Sp Ed - Base	250,000.00		5,501.00	2.20%
IDEA Part B Base Enrollment Poverty	352,921.00		382,586.00	108.41%
Sp Ed-Part B Funds Enrollment	47,595.00		-	0.00%
Sp Ed - CEIS	45,000.00		-	0.00%
Sp Ed - Non public			-	0.00%
Medicaid in Public schools	10,000.00		24,055.69	0.00%
NASB NEBMAC MEDICAID	40,000.00	4,756.31	8,851.66	22.13%
Carl Perkins	5,000.00		-	0.00%
E-Rate Reimbursement	57,000.00		-	0.00%
Migrant	-		-	
Title III	80,000.00		-	0.00%
Title III Immigrant	4,575.00		-	0.00%
Peak ILCD/other grants	425.00		1,750.00	411.76%
21st Century Grant	272,109.00		22,048.00	8.10%
Title IV-A SSAE	-		-	
ESSERS II	200,000.00	533,981.00	702,302.00	351.15%
ESSERS III	1,496,796.00		-	0.00%
Education Quest	-		-	0.00%
Scott Grant - Child Well Being			-	
Debt Services			-	0.00%
Insurance Adjustments	-		-	0.00%
Sale of Property	-		-	0.00%
Other Non Revenue Receipts			1,212.88	0.00%
ASP HS Expanded Learning				
ARP Summer School				
<b>Total Program Receipts</b>	<b>25,032,578.00</b>	<b># 1,339,050.32</b>	<b>8,065,997.21</b>	<b>32.22%</b>

**Non Program Receipts**

Non Program Receipts	-		500.00
Lunch, Coop Payroll or Reimb	-	43,001.92	166,013.66
Intrafund loan from QCPUF	-		

<b>Total Receipts</b>	<b><u>25,032,578.00</u></b>	<b><u>1,382,052.24</u></b>	<b><u>8,232,510.87</u></b>
-----------------------	-----------------------------	----------------------------	----------------------------

Total Budgeted Beginning Cash	<u>1,463,175.98</u>		
-------------------------------	---------------------	--	--

<b>Total Resources Available</b>	<b><u>26,495,753.98</u></b>		
----------------------------------	-----------------------------	--	--

**Audit adjustments****OTHER FUND RECEIPTS**

<b>Depreciation Fund Receipts</b>	318,008.00	58.71	100,630.99	31.64%
<b>Employee Benefits Fund Receipts</b>	90,912.00	6,432.29	49,155.53	
<b>Qualified Capital Purpose Fund</b>	1,000,000.00	21,232.34	194,336.31	19.43%
<b>Activities Fund Receipts</b>	749,720.00	37,741.73	188,719.78	25.17%
<b>Lunch Fund Receipts</b>	1,867,000.00	141,343.95	488,629.27	26.17%
<b>Bond Fund</b>	2,300,000.00	2,205.61	425,416.78	18.50%
<b>Special Bldg Fund</b>	1,100,000.00	2,537.21	187,436.51	17.04%
<b>Cooperative Fund</b>	175,000.00	3,354.55	22,861.20	13.06%
<b>Student Fee Receipts</b>	<u>30,000.00</u>	281.23	11,214.83	37.38%

<b>TOTAL OTHER FUND RECEIPTS</b>	<b>7,630,640.00</b>	<b>215,187.62</b>	<b>1,668,401.20</b>	
----------------------------------	---------------------	-------------------	---------------------	--

Beginning Balances	8,052,196.72		
--------------------	--------------	--	--

<b>TOTAL SCS FUND RECEIPTS</b>	<b>42,178,590.70</b>	<b><u>1,597,239.86</u></b>	<b><u>9,900,912.07</u></b>
--------------------------------	----------------------	----------------------------	----------------------------

**Transfer**

General Fund	-		-
Depreciation Fund			-
Employee Benefits			-
Qualified Capital Purpose Fund			-
Activity Fund			-
Lunch Fund			-
Bond Fund			-
Special Building Fund			-
Cooperative Fund			-
Student Fees Fund			-

<b>TOTAL TRANSFERS</b>		<b>-</b>	<b>-</b>
------------------------	--	----------	----------

<b>TOTAL SCS RECEIPTS WITH TRANSFERS</b>		<b><u>1,597,239.86</u></b>	<b><u>9,900,912.07</u></b>
--	--	----------------------------	----------------------------

**SCHUYLER COMMUNITY SCHOOLS**  
**EXPENDITURE SUMMARY**  
**FISCAL YEAR 2024**  
**Monthly Expenditures**

<u>Account</u>	<u>2023-24</u> <u>Budget</u>	<u>Dec-23</u>	<u>YTD</u> <u>2023-24</u>	<u>Percent</u> <u>2023-24</u>
Regular Instructional Programs	12,449,546.00	806,295.65	3,504,037.68	28.15%
Special Education Instructional Programs	1,750,000.00	178,148.32	698,617.64	39.92%
Summer School	42,000.00	-	-	0.00%
Support Services-Pupils	800,000.00	67,879.51	255,054.79	31.88%
OT/PT/Speech/Vision	370,000.00	26,866.76	79,713.67	21.54%
Support Services-Staff	1,000,000.00	79,967.48	356,053.24	35.61%
General Administration	650,000.00	30,458.88	144,120.63	46.37%
Office Of The Principal	1,100,000.00	119,403.75	510,112.13	32.12%
Support Services-Business	250,800.00	38,473.80	80,566.12	32.12%
Furniture and Equipment	36,400.00	-	9,853.77	27.07%
Personnel Services	15,000.00	-	-	0.00%
Support Services-Maintenance & Operation	2,340,189.00	175,121.92	929,138.51	39.70%
Support Services-Pupil Transportation	275,320.00	16,466.85	79,105.54	28.73%
Community Services	90,000.00	2,049.39	8,466.91	9.41%
State Categorical Programs	485,400.00	40,654.01	117,880.77	24.29%
Building	200,000.00	-	-	0.00%
Federal Programs	3,045,423.00	337,981.13	1,295,004.77	42.52%
Debt Service	32,500.00	-	-	0.00%
Transfers	100,000.00	-	-	0.00%
<b>Total Program Expenditures</b>	<b>25,032,578.00</b>	<b>1,919,767.45</b>	<b>8,067,726.17</b>	<b>32.23%</b>
Non Prog. Expenditures - Misc			-	
Non Prog. Expenditures - Lunch & Coop		43,501.92	166,513.66	
<b>Total Expenditures</b>	<b>25,032,578.00</b>	<b>1,963,269.37</b>	<b>8,234,239.83</b>	
<b>Budgeted Cash Reserve</b>	<b>3,000,000.00</b>			
<b>Total Requirements</b>	<b>28,032,578.00</b>	<b>1,963,269.37</b>	<b>8,234,239.83</b>	
<b>OTHER FUND DISBURSEMENTS</b>				
Depreciation Fund Disbursements	318,008.00	22,911.00	74,956.56	23.57%
Employee Benefits Fund Disbursements	90,912.00	11,055.72	48,003.71	52.80%
Qualified Capital Purpose Fund	1,000,000.00	119,710.00	125,908.48	12.59%
Activities Fund Disbursements	749,720.00	49,664.60	192,792.48	25.72%
Lunch Fund Disbursements	1,867,000.00	152,690.11	617,143.69	33.06%
Bond Fund	2,300,000.00	1,051,569.00	1,051,569.00	45.72%
Special Bldg Fund Disbursements	1,100,000.00	-	243,549.00	22.14%
Cooperative	175,000.00	3,334.46	13,337.86	7.62%
Student Fee Disbursements	100,000.00	346.00	2,848.00	2.85%
	7,700,640.00	1,411,280.89	2,370,108.78	30.78%
<b>Other fund Cash Reserves</b>				
<b>TOTAL DISTRICT'S DISBURSEMENTS</b>	<b>35,733,218.00</b>	<b>3,374,550.26</b>	<b>10,604,348.61</b>	
<b>Transfer funds</b>				
General Fund			-	
Depreciation Fund			-	
Employee Benefits			-	
Qualified Capital Purpose Fund			-	
Activity Fund			-	
Lunch Fund Transfers			-	
Bond Fund			-	
Special Building Fund			-	
Cooperative Fund			-	
Student Fees Fund			-	
<b>Transfer funds</b>			-	
<b>TOTAL DISTRICT EXPENDITURES</b>		<b>3,374,550.26</b>	<b>10,604,348.61</b>	

**SCHUYLER COMMUNITY SCHOOLS  
LUNCH PROGRAM  
BUDGET TO ACTUAL  
FISCAL YEAR 2024**

	<b>Budget</b>	<b>December</b>	<b>YTD Actual</b>	<b>% of Budget</b>
<b>Receipts:</b>	<b>2023-2024</b>	<b>2023</b>	<b>2023-2024</b>	
Sale of Meals	210,000.00	10,976.45	69,785.39	33.23%
Interest	5,000.00	246.14	1,490.45	29.81%
State Reimbursement	10,000.00		0.00	0.00%
Federal Reimbursement	1,641,500.00	124,637.71	411,869.78	25.09%
Other Income	500.00		0.00	0.00%
Other Non-Revenue Income	0.00		0.00	
Transfer	0.00		0.00	
Non-program receipts	<u>0.00</u>		0.00	0.00%
<b>Total Receipts</b>	<b><u>1,867,000.00</u></b>	<b><u>135,860.30</u></b>	<b>483,145.62</b>	<b><u>25.88%</u></b>
<b>Beginning Cash</b>	<b><u>354,749.03</u></b>			
<b>Transfer between accts</b>				
<b>Total Receipts &amp; Beg. Cash</b>	<b><u><u>2,221,749.03</u></u></b>			
<b>Expenditures</b>				
Regular Salaries	400,000.00	40,432.33	157,115.72	39.28%
Substitute Salaries	55,000.00	823.39	1,746.92	3.18%
Employee Benefits	300,000.00	20,020.87	81,624.52	27.21%
Contracted Services	1,000.00		0.00	0.00%
Gas & Van Service	1,500.00	84.48	404.04	26.94%
Food	885,000.00	84,944.12	340,917.91	38.52%
Software	10,000.00		0.00	0.00%
Supplies & Materials	120,000.00	5,082.35	25,401.03	21.17%
Equipment	71,500.00		0.00	0.00%
Equipment Repair	20,000.00	621.00	7,110.05	35.55%
Miscellaneous	3,000.00		0.00	0.00%
Non-program Expenditures	<u>0.00</u>		0.00	
<b>Total Expenditures</b>	<b><u>1,867,000.00</u></b>	<b><u>152,008.54</u></b>	<b>614,320.19</b>	<b><u>32.90%</u></b>
<b>Necessary Cash Reserves</b>	<b>0.00</b>			
<b>TOTAL REQUIREMENTS</b>	<b><u>1,867,000.00</u></b>			
<b>Transfers back between accts</b>				
<b>Revenue over Expenses</b>		<b>-16,148.24</b>	<b>-131,174.57</b>	

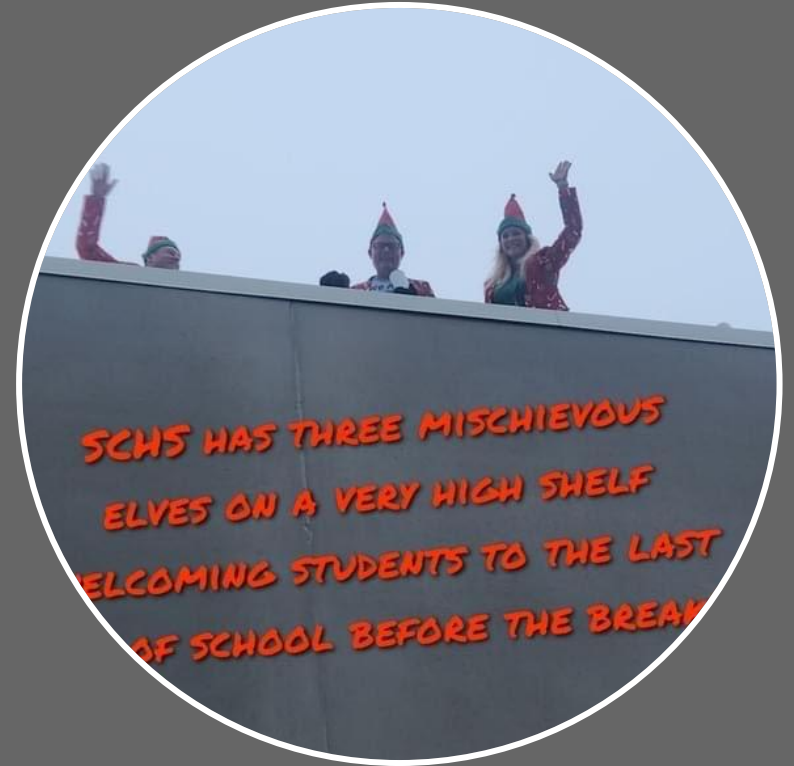
# Student Council Board Report

— *January 2024* —

# End of the semester

---

- Students finished final assessments and projects on December 20th and 21st.
- NHS sponsored an Elf on the Shelf activity for the 12 days prior to break. The administrative team joined in on the fun on the last day of school before break. (Picture on right)
- Wednesday Jan. 10 was the first day of 2nd semester for students after two full weeks off from academics.



## *Girls Basketball*

---

- Earned their first win over break against Boys Town on Thursday, January 4th

## *Boys Basketball*

---

- Played in the holiday tournament and a game at York last week. The team continues to see progress and improvement!

## *Girls wrestling*

---

- The girls placed 2nd as a team at the Weeping Water Dual Tournament before break started!
- Tied for 2nd place out of 44 teams at the Norm Manstedt invitational on January 4th.

## *Boys Wrestling*

---

- The boys hosted a few alumni wrestlers back to practice over break, including Brayan.
- They were runners up at the Shelby-Rising City tournament on December 30th and won a dual against Scotus on January 4th!

# Winter Concert - Band & Choir

---

- Band and Choir hosted their annual Winter concert on Sunday, December 17th.

**2024-2025**  
**CERTIFICATED STAFF MASTER AGREEMENT**

THIS AGREEMENT was made and entered into this *15th day of January, 2024* by and between the SCHUYLER COMMUNITY SCHOOLS (SCS) SCHOOL BOARD and the SCHUYLER EDUCATION ASSOCIATION OF SCHUYLER COMMUNITY SCHOOLS (SEA).

**I. LEAVE AGREEMENT**

**1.1 PERSONAL TIME OFF (PTO)**

Certified staff shall receive 11 days of Personal Time Off (PTO) each year. PTO days include personal illness, immediate family illness, bereavement and personal leave.

The immediate family is defined as a wife or husband, (step) son or (step) daughter, father or mother of the wife and husband, sister or brother, grandchild, grandmother or grandfather. Personal leave is defined as taking a day(s) off work to be used at the discretion of the individual employee.

When requesting PTO days, except for illness and emergencies, give the Principal one (1) week of lead time. Staff members are encouraged to make all PTO requests as early in the year as possible in order to obtain substitute teachers. Once a request is granted, that day or days will be categorized as PTO (if you have PTO days remaining) and will be deducted from your total PTO days. When all of your PTO days are used, any other days used must be for bereavement or sick leave and will be taken from an individual's personal accumulated sick days. Once all of your PTO and personal accumulated sick days are used, staff members will either qualify for the emergency medical sick leave bank or they will be docked accordingly.

Unused PTO shall accumulate up to 50 days of sick or bereavement leave. The administration reserves the right to require a certificate from a medical doctor when a person is using accumulated sick days. An employee is not permitted to go into a negative balance on PTO. Once a zero PTO balance results and the certified staff member is not using accumulated sick/bereavement leave or the Emergency Medical Leave Bank, and a teacher must be absent, salary deductions will be made on the basis of 1/185<sup>th</sup> of the teacher's salary schedule placement for each day absent.

If, at the beginning of a contract year, a full-time certified employee has 50 accumulated sick/bereavement days - and at the end of the same contract year the same full-time certified employee has accumulated sick/bereavement of 50 days -for any unused days the full-time certified employee shall receive \$100/unused day (\$ 12.50 per hour). For example: Staff Member "X" starts the school year w/ 50 accumulated sick/bereavement days. At the beginning of the school year "X" receives 11 PTO days. "X" donates 1 day to the emergency medical leave band (EMLB). During the year "X" uses 3 PTO days. "X" would receive \$700 (subject to withholding) on or before their September paycheck.

If a certified staff member has used all 11 PTO days, any leave day(s) requested must be accompanied by a written reason for the requested leave - exception sick days.

At the beginning of the school year, the superintendent's office shall notify each employee concerning his/her accumulated sick/bereavement days.

Based on substitute availability, six (6) teachers will be granted PTO days the day prior to or the day following-a school vacation. These, requests: will be filled on a first come first serve basis. For purposes of this section, school vacation will mean Fall Break, Labor Day, Thanksgiving, Christmas, School Holiday, Easter Vacation, Summer Vacation and Memorial Day.

PTO requests on scheduled parent-teacher conferences and district or building level professional development days will be limited to sick or emergency leave approval. Any leave granted by the administration beyond the teacher's PTO days shall result in a reduction of the teacher's compensation by one (1) contract day's pay for each day missed.

PTO days will be reduced in one-hour increments

## 1.2 PROFESSIONAL LEAVE.

Teacher initiated professional leave shall be limited to five (5) days. More days may be granted with administrative approval for special circumstances. Professional leave will be granted to teachers to make school visitations, attend workshops and professional meetings, register for college classes, or appointments with college personnel. All requests for such leave shall be made in advance to the administration. All professional leave requests are subject to administrative approval. Expenses will be paid for workshops and professional meetings when the Board of Education makes a mandatory request that staff attend. Mileage will be paid to one (1) person for transportation of up to four (4) attending staff members. Professional leave does not include instruction time missed by a coach or sponsor who is attending to scheduled duties related to their position as coach or sponsor.

## 1.3 BEREAVEMENT LEAVE CLARIFICATION

A teacher may be granted leave for bereavement purposes to the extent of the teacher's accumulated sick leave for a member of the immediate family, as defined by the master contract (refer to definition to immediate family in 1.1). A maximum of two personal accumulated sick leave days will be granted for bereavement leave not fitting the "immediate family" description.

## 1.4 LEAVE OF ABSENCE.

A teacher who has been employed by Schuyler Community School for seven years of continuous full time teaching may request a one-year leave of absence. The teacher must apply for leave in writing on or before March 1 of the year preceding the school year of the leave. In its sole discretion, the Board of Education shall determine the number of leaves of absence, if any, which will be permitted during a school year.

If the number of applicants exceeds the number of leaves authorized by the Board, the leaves will be granted in the order of the seniority of the applicants. Seniority shall be defined as the number of continuous full-time years of employment in the district as a teacher. A break in service will terminate a teacher's seniority under this provision. If two or more teacher's tie in seniority, the tie will be broken by a flip of the coin.

Time during a leave of absence and time when a teacher has been reduced in force and is not teaching full-time for Schuyler Community School shall not constitute a break in service for the purpose of seniority in other provisions of the negotiated agreement where seniority may be applicable. However, any years of leave of absence and any years of absence prior to recall for a teacher who has been reduced in force will not count as years of employment for the purpose of increased seniority or any other provision of this agreement.

For the purpose of this section only, a teacher who is granted a leave of absence shall lose seniority and upon returning to the employment of the school district shall earn seniority anew. For example, if a teacher with 20 years of continuous full-time teaching experience applies for a leave of absence and has the greatest seniority of all applicants, the teacher will be given first preference in granting the leave. Upon returning to the district after the completion of the leave, the teacher's prior seniority will expire and he/she will begin to acquire seniority as if the first year after the leave were the teacher's first year of employment. This

provision will prevent teachers with the greatest seniority from dominating the leaves of absence and will rotate the opportunity for such leaves among the staff. A teacher desiring to return to employment after a leave of absence shall be required to submit a written statement of her or his intention to return on or before March 15 of the school year of the leave. The failure of the teacher to submit a written statement of intention to return by March 15 shall constitute a refusal of employment for the following school year and shall authorize the Board of Education to take action to terminate the employment.

During the period of the leave, the teacher may continue health and life insurance coverage by paying the premiums in advance as mutually agreed upon by the staff member and administration. Upon return, any benefits which had accrued prior to the leave will be restored to the teacher, but the leave of absence shall not be considered as a year of employment by the school district for advancement on the salary schedule. A teacher returning from a leave of absence shall be placed in a teaching position for which she or he is endorsed.

### 1.5 EMERGENCY MEDICAL LEAVE BANK.

The EMLB (Emergency Medical Leave Bank) has been established to protect certified staff participants from financial loss due to extended absence from contracted duties.

#### I. Purpose

The bank may be used for: personal injury or illness; illness or injury of any member of the member's immediate family which requires the personal attendance of the employee; funeral/bereavement of any member of the employee's immediate family; or childbirth/adoption.

A limit of ten (10) days may be requested from the Emergency Medical Leave Bank for all types of deliveries or adoption. If a member has 30 days of annual/accumulated leave built up, the member may not request any additional maternity/paternity leave from the Emergency Medical Leave Bank. For example, if a member has 21 or more days accumulated, only the number of days needed to reach 30 may be requested. (Refer to the definition of "immediate family" in section 1.1.)

#### II. Membership

Emergency Medical Leave Bank (EMLB) membership shall be available for any certified staff member who: donates one (1) full day of annual PTO leave to the bank. This must happen each year that the staff member chooses to belong to the EMLB. A certified staff member shall not be eligible to apply for EMLB days during extended contract time.

The amount of bank days shall not exceed the total number of days contributed by certified staff participants. At the completion of each contract year, (after the last counted contractual day), the balance of the account shall become zero (0) days.

Assessment of bank days shall take place at the beginning of a certificated staff member's contractual year. The beginning of a member's contractual year will be the first day of the counted contractual days. Membership will only be taken during the first five (5) working days of a certified staff member's contractual year if contracts are accepted and signed. By the end of the tenth working day of the contractual year, the Schuyler Community School building representatives shall provide the superintendent's office with a list of the certified staff members who have agreed to participate in the EMLB and contribute a minimum of (1) day of annual PTO to the bank. A staff member may provide extra days to the EMLB by donating accumulated sick leave to the bank. A second assessment for (1) additional PTO or accumulated sick leave day(s) per member may be made prior to the first day of the second semester of the contract year. Contribution to the second assessment is voluntary and does not affect membership status. Schuyler Community School building representatives shall provide notification of this assessment to the superintendent's office.

The superintendent's office shall be responsible for maintaining records and completing bookkeeping for the EMLB. Bank days donated may not be withdrawn if a member decides to withdraw from the bank.

### III. Eligibility

Eligibility to withdraw EMLB days shall require: contribution of the required day(s) during the current contractual year; all annual PTO days and accumulated sick leave days must have been used; the absence must be for three or more successive contractual days; the extended absence must meet the guidelines established; and the application form must be accompanied by a statement from a physician or school nurse indicating the necessity of the absence if for reasons other than funeral/bereavement, (Exception: the three successive days absence guideline does not apply to regularly scheduled (monthly) absences that are necessary for the treatment of a chronic/ongoing medical condition.) When applicable, long term disability benefits would commence after all annual PTO days and accumulated sick leave days and allowed EMLB days have been utilized. The long term disability compensation waiting period is 30 calendar days from the first day of the employee's absence. The EMLB cannot be used when workman's compensation is applicable. The workman's compensation waiting period is 7 calendar days from the first day of the employee's absence.

It is the responsibility of each certificated staff member to contact the District Business Manager to apply for LTD.

### IV. Application

Application for EMLB days shall be made to the Schuyler Community Schools building representatives. Building representatives shall be defined as the certified staff members elected to the Schuyler Education Executive Board from Schuyler Community Schools. Application must be made within five (5) days of returning to work after the extended absence. Planned leaves may be applied for up to 30 days prior to the event. After the superintendent and district business manager are informed that an application is made, the teacher's salary will not be affected unless deductions are necessary after all requests are considered. The Schuyler Community School building representatives will consider applications within ten (10) working days of the application.

A member shall make a personal appearance before the Schuyler Community Schools building representatives if applying for EMLB days for two (2) consecutive years,

## II. INSURANCE INFORMATION

### 2.1 LIFE INSURANCE.

The Board of Education will provide each teacher term life insurance in the amount of \$25,000 with the Board paying the premium. (Additional coverage may be purchased for \$/month by the insured.)

### 2.2 HEALTH AND ACCIDENT.

The School District shall provide Blue Cross Blue Shield health dual option insurance and single dental insurance coverage through the EHA on a four tier format for all certified staff electing to be covered and their dependents when applicable. A certified staff member who has a spouse that is employed as a certified staff member in another school district or ESU, and who is eligible for that district's or ESU's health insurance are encouraged to work cooperatively with Schuyler Community Schools in sharing health insurance costs. SCS is willing to work with the spouse's district in deciding which district will hold the health insurance policy. The certified staff members and dependents who are covered by SCS health insurance shall receive the benefits provided for teachers and their dependents who are insured under group insurance plans, namely \$1,200 Deductible/\$3,800 HSA (Dual Option) health coverage and PPO 80% and single A and B with 50% C dental coverage, issued by Blue Cross/Blue Shield of Nebraska Educators Health Alliance, for insuring the NSEA Nebraska Teachers Group. There will be no cash payments added to the salaries in lieu of taking this fringe benefit. Exception for clarification: if the staff member of Schuyler Community Schools has a spouse who is also a staff member of Schuyler Community Schools, the Board will pay for the fringe benefit in the amount necessary but not more than the amount set out above. This would entitle a teaching husband-and-wife

combination in the above situation to a fully paid family dental benefit. There would be no cash allowance in lieu of any available fringe benefit in the above instance.

When a wife and husband no longer have dependents, the wife will receive single coverage and the husband will receive single coverage. The wife and husband will each receive single dental coverage.

The four (4) tier health coverage include the following monthly payments:

2024-25 Health Insurance Costs (5% Discount Rate)

\$1,200 Deductible	Health	Dental	Total Cost
Employee	\$749.18	\$29.54	\$9,344.64
Employee and Child(ren)	\$1,385.96	\$29.54	\$16,986.00
Employee and Spouse	\$1,573.23	\$29.54	\$19,233.24
Employee, Spouse and Child(ren)	\$2,112.45	\$29.54	\$25,703.88
Married Couple Benefit (Family Dental)		\$53.75	\$645.00

\$3,800 HSA	Health	Dental	Total Cost
Employee	\$643.00	\$29.54	\$8,070.48
Employee and Children)	\$1,189.59	\$29.54	\$14,629.56
Employee and Spouse	\$1,350.33	\$29.54	\$16,558.44
Employee, Spouse and Child(ren)	\$1,813.14	\$29.54	\$22,112.16
Married Couple Benefit (Family Dental)		\$53.75	\$645.00

2.3 INCOME PROTECTION.

The Board of Education will provide and pay for the income protection plan (long term disability) for each teacher.

2.4 IRS SECTION 125 PLAN.

The Schuylers Community Schools has in place an Internal Revenue Service Section 125 Plan.

**III. SALARY INFORMATION**

3.1 SALARY SCHEDULE. The salary schedule for the teachers shall be in accordance with Appendix "A" attached hereto with a base salary of \$38,900.

3.2 EMPLOYMENT PERIOD. The annual employment period for teachers shall be 185 contract days.

3.3 EXPERIENCE CREDIT: New hires with experience will be given credit above the initial hiring step:  
 Years 2024-25: 9 Years    2025-26 and after: 10 Years

3.4 VERTICAL MOVEMENT. In no case can a teacher move vertically more than one step per year. All teachers shall move vertically one step down at the beginning of the contract year for each year of experience, providing the teacher is not at the bottom step of a salary schedule column. Teachers initially hired for one semester or longer shall be credited with one year of experience for that partial year.

3.5 HORIZONTAL MOVEMENT.

A teacher wishing to move horizontally on the salary schedule must meet the following criteria:

(A) All hours beyond the bachelor's degree must be:

- (1) Graduate hours,
- (2) Must be in accordance with a schedule of courses leading toward a

Master's degree,

(3) Must be approved by the superintendent, or

(4) The Superintendent of Schools is authorized to give written permission for a certificated staff member to take nine (9) hours of college credit, which is not in an advanced degree program. The Superintendent of Schools will approve courses prior to enrollment. Courses which are considered an enhancement to student instruction will be given priority consideration.

(B) The BA+36 column will no longer exist with the following exceptions:

- Certified staff that are in the BA+36 column at the beginning of the 2006-2007 contract year will be allowed to continue vertical movement on the BA+36 column until they have reached step 14 (1.72 index) for contract year 2006-2007 and step 15 (1.76) for contract year 2007-2008. All vertical movement on the BA+36 column will be at a 4% rate regardless of any subsequent changes in the vertical movement rate of compensation.

(C) Columns which recognize MA + 9 hours, MA + 18 hours, and MA + 27 are included in the salary schedule. To be recognized, the following criteria must be met:

- (1) Hours must be beyond those required for endorsements in teaching areas,
- (2) All hours must be on graduate level,
- (3) All hours must be in the teacher's specialty field in which he/she is assigned,
- (4) All hours must be approved by the superintendent. Hours for which approval is not given will be explained in writing by the Superintendent for the teacher's information.

The intent of the three columns (MA+9; MA+18; MA+27) is to recognize individuals who have taken graduate work beyond the MA which is taken for professional improvement, or work on a doctorate.

(D) It is a teacher's responsibility to notify the superintendent's office in writing no later than May 15 if s/he intends to move horizontally on the schedule for the coming school year. If the teacher fails to notify the office of the superintendent by May 15 he/she may not be advanced horizontally for the coming year.

(E) Credits earned or reported after the opening day of school will not be counted on the salary schedule until the next contract year.

(F) It is the responsibility of the teacher to have on file in the superintendent's office transcripts of all college credit earned that is pertinent to that teacher's placement on the salary schedule, pertinent to meeting state accreditation standards, and for verification of data used in state aid applications.

3.6 SUBSTITUTE TEACHING. When a certified staff member is asked by the administration to substitute during their planning period in another teacher's absence, the teacher substituting shall receive:

All teachers will receive 1/8th of substitute teacher pay per period. In the event that a staff member covers less than a full period of time, the following is the prorated payment:

- Less than half of a period (20 minutes) - no compensation
- Half or more of a period - 1/8th of substitute teacher pay
- Writing lesson plans for another teacher's long-term leave - 1/8th of substitute teacher per day, up to 10 days or until long-term sub is secured.

3.7 TEACHING EXTRA CLASSES. A 6th thru 12th grade teacher who teaches a full class period

during his/her plan period (forfeiting all of a planning period) shall receive an additional fraction of his/her salary equivalent to one (1) period of the day.

3.8 PART-TIME TEACHERS. Part-time teachers will be placed on an adjusted index to compensate for the ten non-teaching days on the contract, unless such teacher is otherwise compensated for these days.

$$\text{Adjusted Index} = \frac{\text{Index} \times (10 + (175 \times \text{part-time employee}))}{185}$$

185

Accordingly, the equivalent ratio of employment shall be applied to all benefits listed in this document, Non-teaching in service days shall be established at the beginning of the contract year.

### 3.9 EXTRA DUTY PAY

#### 3.9A EXTRA DUTY SCHEDULE CLASSIFICATIONS

Class 0-(unpaid)

FCA  
Wrestling Aids

#### Class I

Art Club  
Flags  
National Honor Society  
9th Grade Sponsor  
S Club Assistant

#### Class II

AV Director  
Mock Trial  
10th Grade Sponsor  
12th Grade Sponsor

#### Class III

Cultural Unity Club  
Year Book/Journalism (SCHS/SMS)  
Science and Math Club  
11th Grade Sponsor(s) 2 times the money  
S Club  
SADD  
FFA Assistant  
Youth Program Coach (FB, VB, WR, GBB, BBB)  
*Assistant Musical Director (up to 2)*

#### Class IV

One Act Play Asst. Director  
FCCLA  
*FFA (20 extended days in contract)*  
*Head Musical Director*  
*Elementary Recorder Choir*  
Plays  
HS Student Council  
Vocal Music

#### Class V

Junior High Assistant Coaches  
Football  
Volleyball  
Boys' & Girls' Basketball  
Boy's & Girls' Track  
Wrestling  
Cross Country  
One Act Play Director  
Strive Sponsor/Channel 99  
Dance Team

#### Class VI

Junior High Head of Program Coaches  
Football  
Volleyball  
Boys' & Girls' Basketball  
Boy's & Girls' Track  
Wrestling  
Cross Country  
*\*Head coaches on step 10 will be placed at 9% for the 2015-16 contract year.*

#### Class VI (Continued)

Assistant Cross Country  
Speech Asst. Director  
Intramural Coordinator

#### Class VII

Assistant Softball  
Assistant Soccer  
Assistant Track  
Head Cross Country  
Speech Head Director

#### Class VIII

Assistant Coaches  
Basketball  
Football  
Volleyball  
Cheerleader Sponsor  
Wrestling  
*9th Grade(Including Coaching)*

#### Class IX

Head Golf Coach  
Head Softball Coach  
Head Soccer Coach

#### Class X

Head Coaches  
Basketball  
Football  
Band  
Volleyball  
Wrestling  
Track

The following activities shall have constant % of the base or a set dollar amount and therefore are not placed on the above Extra Duty Schedule.

3.9B Extra Duty Pay Schedule -Based on Constant Percentages of the base •

Head Teacher - 7%

- Building level LAN Manager - \$300
- Head Weight Training Coordinator - 5%
- Assistant Weight Training Coordinator - 3%
- Middle School Student Council Sponsor - 3.9%.
- Schuyler Youth Group Sponsor - 3.9%
- Aerobic Trainer - 5% - If the position is shared by 2 people, each shall receive 3.25%
- Music Director 7<sup>th</sup> and 8<sup>th</sup> grade - \$50/public performance and approved activity outside of school time. Plus \$ 100/contest.
- School Improvement Team (SIP):
  - Chair of SIP - 6% if co-chairs, each gets 4%
  - School Improvement Team Committee members (K-8 only) - 3%
  - Target Area Goal Chair and School Profile Chair (High School only) - 3%
  - SAT/504/Rural School IEP Case Managers (K.-12: If added to a full teaching load) - 5%
- Assistant High School Musical Director (when there is a high school musical) - 2.5%
- Strive Assistant- \$10.00 per hour not to exceed a total of \$1,625.
- One Act Play Set Building Coordinator - \$750
- Grade-level Reading Coaches - \$500 per semester

3.9B EXTRA DUTY PAY SCHEDULE - CLASSIFICATIONS' CATEGORIES

Experience	I	II	III	IV	V	VI	VII	VIII	IX	X
1	1.3	1.8	2.5	4.1	6.0	7.2	8.5	9.5	11.0	12.5
2	1.4	1.9	2.6	4.2	6.0	7.3	9.0	10.0	12.0	13.5
3	1.5	2.0	2.7	4.3	6.0	7.4	9.5	10.5	12.5	14.0
4	1.6	2.1	2.8	4.4	6.0	7.5	10.0	11.0	13.5	15.0
5	1.7	2.2	2.9	4.5	6.0	7.6	10.5	11.5	14.0	15.5
6	1.8	2.3	3.0	4.6	7.5	7.7	11.0	12.0	16.0	16.5
7	1.9	2.4	3.1	4.7	7.5	7.8	11.5	12.5	17.0	17.5
8	2.0	2.5	3.2	4.8	7.5	7.9	12.0	13.0	17.5	18.5
9					7.5	7.9	12.0	13.0	18.0	19.0
10					9.0	10.0	12.0	13.0	18.0	19.5

Percentage (times) base salary determines extra duty pay.

3.9 C EXTRA DUTY REVIEW COMMITTEE

Purpose: This committee shall review the placement of coaching and sponsorship positions on the extra duty schedule. Any individual (sponsor or coach) may petition for an increase in compensation. Documentation that supports hours, effort, educational benefits, etc. will be required from the sponsor/coach submitting the request. Individuals must submit requests and documentation by May 1st.

Committee Members: 1. Principal or Assistant Principal. 2. High School AD. This person will serve as the chair of the committee. 3. Two of the four building representatives.

Procedures:

1. Individuals submit requests and documentation to the committee chairperson.
2. Committee evaluates requests and documentation.
3. Review committee provides recommendations to SEA and board negotiating team by June 1st.
4. The board negotiating team makes a recommendation to the entire board if approved by SEA and board negotiating teams.
5. The entire board acts on the recommendation.

### 3.9D MISCELLANEOUS EXTRA DUTY PAY CONSIDERATIONS

1. Coaching pay includes pre-school athletic practice in the fall of the year.
2. Weight lifting coordinator and assistant coordinator pay includes the summer conditioning program.
3. Extended contract will be figured by taking  $1/185 \times$  the number of days of extended contract plus the experience in the BA column to step 7 (1.24). Minimum payment \$210.27/day; Maximum payment \$260.74/day. Current extended contracts are grandfathered and any reduction may be subject to provisions of the reduction in force policy. Extended contracts for new employees will be considered on an annual basis and listed as an "extra duty" assignment.
4. The Board of Education will pay individual teachers \$15.00 per hour for carrying out any assigned supervisory duties in connection with sports and ticket selling.  
Exception: Teachers will receive their faculty pass for their first three supervisory duties. There will be no hourly wage for the first three supervisory duties.

### 3. 9.E CURRICULUM IMPROVEMENT AND PROGRAM DEVELOPMENT REQUESTS

Staff requests to develop curriculum and improve programs can be funded to a maximum of \$7,000 at a rate of \$24 per hour. All projects will be completed "off contract time". Proposals developed by one or more teachers may be submitted throughout the school year. Proposals must include a) Title; b) Description; c) Rationale; d) Objectives; e) Budget; and f) Completion timeline. Payment of staff members will occur upon project completion. All projects must be completed by August 1 of the current fiscal year so final payments can be made at the final board meeting of the fiscal year in August. Funds will be available on a quarterly basis with unused money carried over to the next quarter for other proposals. Proposals will be submitted by the 15th of the month to be considered by the school board at the next month's meeting. Quarters will conclude at the end of November, February, May and August

### 3. 9. F MISCELLANEOUS EXTRA DUTY PAY

- Summer Pay for SPED - Certified SPED teachers will be compensated at the rate of \$24.00 per hour.
- Summer school teachers -including kindergarten round-up - and high school weight room supervisors will be paid at the rate of \$24.00 per hour.

Incentive Pay: The board of education and the SEA will agree annually on incentive pay. The board will officially adopt the "teacher incentive plan" memorandum of understanding (MOU) in the fall of the current school year. Items considered for inclusion in the incentive plan and the amounts paid will be reviewed annually and attached to this document as Appendix "C".

### 3.10 Living in the Schuyler School District Stipend

Refer to Appendix A

## IV. CONTRACT INFORMATION

### 4.1 CONTRACT RELEASE.

Release from contract for the purpose of accepting a new position in other educational systems will be granted prior to June 1st, and upon contracting a qualified replacement. Releases from contract after [March 15](#) are allowable by mutual agreement between the teacher and the Board of Education.

#### V. GRIEVANCE PROCEDURE

The grievance procedure shall be in accordance with Appendix "B" attached hereto.

#### VI. DURATION

This contract shall be effective as of August 1, 2024 and shall continue in effect until July 31, 2025. If a new and substitute contract has not been duly entered into prior to July 31, 2025 the terms of this contract shall continue in full force and effective until such substitute contract is adopted, which shall then be fully retroactive to August 1, 2025

## APPENDIX A

### DISTRICT RESIDENCY POLICY FOR CERTIFIED STAFF

It is the philosophy of the Schuyler Community Schools that all Schuyler Community Schools employees should live within the boundary of the Schuyler Community Schools district. Therefore the following provisions shall be put into place.

**Definitions:**

**Certified Staff:** All teachers who are contracted for a minimum of .50 FTE.

**Primary Domicile:** Living within the boundaries of Schuyler Community Schools District and is eligible to register to vote in the Schuyler district, and is not a registered voter in another school district.

**District:** A subdivision of the state (school) or of a county, city, village, or other political subdivision in which all registered voters residing within the district are entitled to participate in the election of any one or more candidates or in the determination by election of any question or proposition. (Nebraska Statute - Section 32-107)

**Residency:** 1) that place in which a person is actually domiciled, which is the residence of an individual or family, with which a person has a settled connection for the determination of his/her civil status or other legal purposes because it is actually or legally his/her permanent and principal home, and to which, whenever he/she is absent, he/she has the intention of returning, 2) the place where a person has his/her family domiciled even if he/she does business in another place. (Nebraska Statute - Section 32-116)

Any Schuyler Community Schools certified staff member who moves into District #19-0123 (Schuyler Community Schools) after January 1, 2006 is eligible to receive a \$1,000 bonus. The board reserves the right to inspect appropriate documentation to verify this action. The payment of said bonus will be made upon the board's completion and acceptance of such inspection.

No certified staff member may receive the described bonus more than once.

## APPENDIX "B"

### GRIEVANCE PROCEDURE

#### I. DEFINITION

- A. A "grievance" is an alleged violation or abuse of any term or condition of employment.
- B. A "grievant" is an employee(s) who files a grievance.
- C. "Day" means calendar day: Saturdays, Sundays, and State mandated legal holidays are excluded as the last day of the time limit.
- D. "Representative" is a person or agent designated to represent either party in the grievance procedure.
- E. "Party in interest" is a person, agent, or agency with an interest in the grievance.

#### II. PROCEDURE

- A. Grievances shall be processed promptly and expeditiously.
- B. Time notwithstanding, grievances shall be adjudicated as set out within this grievance procedure.
- C. Formal grievance shall be filed in writing. Communications and decisions concerning formal grievance shall be in writing.
- D. Provided requests for grievances are filed two (2) days prior to the hearing, parties in interest shall be permitted representatives limited to two persons at all levels of the procedures, and witnesses determined by the person or body conducting the hearing, provided requests for such are filed two (2) days prior to the hearing.
- E. Failure by a grievance to process a grievance within the specified time limit shall render the grievance as waived or settled in favor of the Board of Education.
- F. After Level III, there shall be no additional evidence submitted during the grievance process. III.

#### PROCESSING

##### A. Level I - Informal Grievances

In order to resolve the grievance, a grievance shall discuss informally with his/her immediate superior, the principal, and any alleged violation of abuse making up the grievance within fourteen (14) days of the occurrence. Failure to resolve the grievance within (7) days shall advance it to Level II.

##### B. Level II - Formal Grievances

A grievant shall file a formal written grievance with the principal within thirty (30) days of the occurrence, and said writing shall contain a precise statement of the nature of the grievance, shall identify the article or provision of the contract or item arrived at through negotiation allegedly violated, shall present the evidence, shall state the remedy requested, and shall be signed by the grievant. The principal shall issue a decision within seven (7) days of receipt.

#### C. Level III - Appeals to the Superintendent of Schools

1. Within five (5) days of the decision at Level II, the grievant may request an appeal to the superintendent. The appeal shall include all materials previously submitted.
2. The superintendent shall establish a hearing within ten (10) days following such requests and shall notify the grievant at least five (5) days prior to the hearing date.
3. Within five (5) days after the hearing, the superintendent shall notify the parties in interest of his decision.

#### D. Level IV - Appeals to the Board

Grievances appealed to the Board shall be processed as in Level III, except that the Board will establish a hearing within thirty (30) days.

#### E. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
2. The filing or pendency of any grievance shall not impede the normal management operation of the schools.
3. All records of grievance processing shall be filed separately.
4. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

## Appendix “C”

### 2024-2025 Incentive Pay Program

Items listed below are considered outside of scope of regular teaching assignments and considered for additional compensation and/or payment under the Schuyler Community Schools Master Agreement provision for Incentive Pay. Items identified below are in mutual agreement between the board of education and the Schuyler Education Association.

#### **Teach College Credit Course under the guidelines outlined by the Institution granting college or dual credit for the class. \$100 per college credit hour**

- a. Master Degree Teacher.
- b. Approval of course curriculum with the college.
- c. Enroll students and teach college courses.
- d. Assess student progress and submit grades to the high school and college.
- e. Stipends paid in July payroll following course completion.

#### **Teach Language (Spanish/English) Course \$50 per person/ \$500 maximum**

- a. Course designed to promote progress toward employee bilingual certification.
- b. Submit required class schedule: minimum of 24 hours.
- c. Employee cost to enroll: \$10 per participant.
- d. Submit required class attendance and course evaluation.
- e. Stipends paid in January/July payroll following course completion.

#### **UNDERGRADUATE College Tuition Loan Payment Program: Provide contract extension up to 18 days to assist with college debt payments.**

- a. Qualification: Salary Schedule Factor of 1.16 or less.
- b. Complete Schuyler College Loan Support Application.
- c. Submit Current College Loan Payment Schedule.
- d. Teacher Loan Forgiveness: After 5 consecutive years in a qualifying school district. Special Education and High School Math or Science can qualify for up to \$ 17,500. Other eligible teachers can qualify for up to \$5,000. See application
- e. Public Service Loan Forgiveness (PSLF): Pays remaining balance on Direct Student Loan after 120 Loan payments. See application

#### **College tuition reimbursement for courses completed for additional endorsement or advanced degree without salary advancement.**

- a. College Course for additional endorsement or advanced degree in approved area.
- b. Course must be approved prior to enrollment.
- c. Reimbursement for actual tuition cost up to \$200 per credit hour.
- d. Incentive reimbursement *is upon proof of registration for the course or upon successful completion of the course. If paid in advance, transcripts must be provided to verify successful completion of the course or repayment is required.*
- e. If used for salary advancement, tuition incentive must be repaid prior to advancement.

f. Limit of 30 credits per semester, (first come, first serve basis)

Workshop Stipend: (Optional) any staff member who conducts a workshop during a professional development day is entitled, to a \$50 stipend per workshop. Limit \$ 100 per day.

Wellness Day: (Optional) any staff member and/or spouse choosing to participate in the “Wellness Day\*” program may do so by donating a day of PTO in exchange for a reduced membership to Anytime Fitness Center. Donation of one day will result in the district picking up the monthly membership fee above \$10. The program will cover September 2024 through August 2025 (12 months).

Family Literacy Grant Program: (Optional) any teacher who volunteers to host a parent involved in the Family Literacy .Grant Program is entitled to a \$250 stipend for each parent. Limit: 4 parents per year.

**BILINGUAL CERTIFICATION:** \$500 per year for 5 years.

1. Participate in the State of Nebraska “Seal of Biliteracy Program”
2. Attain Proficiency on Form B of the AAPFL-ACTFL Assessment of Performance toward Proficiency in Languages Test.
3. Must recertify every 5 years.-

District and State Fine Arts Judge or Athletic Official

Rationale: Due to the shortage of officials needed to host district and state level contests.

1. Any teacher assigned as an official by the NSAA for a district contest would be given district professional leave and keep stipends paid for their service.
2. Submit a copy of their contract to their principal.
3. Teachers need to secure substitute arrangement with their principal.
4. Teachers must use their own vehicle.
- S. Teachers are responsible for reporting their additional income. (IRS Rules)

#### DISTRICT RESIDENCY POLICY FOR CERTIFIED-STAFF

It is the philosophy of the. Schuyler Community Schools that all Schuyler Community Schools employees should live within the boundary of the -Schuyler Community Schools, district, Any Schuyler Community Schools certified staff member who moves into District #19-0123 (Schuyler Community Schools) after January 2006 is eligible to: receive a \$1,000 bonus. The board reserves the right to inspect appropriate documentation to verify this action. The payment of said bonus will be made upon, the board’s completion and acceptance of such inspection. (Appendix “A” of die Certified Staff Master Agreement)

Schuyler Education Association

Board of Education

President \_\_\_\_\_

President \_\_\_\_\_

Chief Negotiator \_\_\_\_\_

Secretary \_\_\_\_\_

**Schuyler Community Schools Salary Schedule**  
**2024-2025**

\* Allow 9 years outside experience

Base **\$38,900**  
Across **0.0500**  
Down **0.0400**

Grandfathered

	BA	BA+9	BA+18	BA+27	BA+36	BA+45	MA	MA+9	MA+18	MA+27
1	\$38,900.00 1.0000	\$40,845.00 1.0500	\$42,790.00 1.1000	\$44,735.00 1.1500	\$46,680.00 1.2000	\$46,680.00 1.2000	\$46,680.00 1.2000	\$48,625.00 1.2500	\$50,570.00 1.3000	\$52,515.00 1.3500
2	\$40,456.00 1.0400	\$42,401.00 1.0900	\$44,346.00 1.1400	\$46,291.00 1.1900	\$48,236.00 1.2400	\$48,236.00 1.2400	\$48,236.00 1.2400	\$50,181.00 1.2900	\$52,126.00 1.3400	\$54,071.00 1.3900
3	\$42,012.00 1.0800	\$43,957.00 1.1300	\$45,902.00 1.1800	\$47,847.00 1.2300	\$49,792.00 1.2800	\$49,792.00 1.2800	\$49,792.00 1.2800	\$51,737.00 1.3300	\$53,682.00 1.3800	\$55,627.00 1.4300
4	\$43,568.00 1.1200	\$45,513.00 1.1700	\$47,458.00 1.2200	\$49,403.00 1.2700	\$51,348.00 1.3200	\$51,348.00 1.3200	\$51,348.00 1.3200	\$53,293.00 1.3700	\$55,238.00 1.4200	\$57,183.00 1.4700
5	\$45,124.00 1.1600	\$47,069.00 1.2100	\$49,014.00 1.2600	\$50,959.00 1.3100	\$52,904.00 1.3600	\$52,904.00 1.3600	\$52,904.00 1.3600	\$54,849.00 1.4100	\$56,794.00 1.4600	\$58,739.00 1.5100
6	\$46,680.00 1.2000	\$48,625.00 1.2500	\$50,570.00 1.3000	\$52,515.00 1.3500	\$54,460.00 1.4000	\$54,460.00 1.4000	\$54,460.00 1.4000	\$56,405.00 1.4500	\$58,350.00 1.5000	\$60,295.00 1.5500
7	\$48,236.00 1.2400	\$50,181.00 1.2900	\$52,126.00 1.3400	\$54,071.00 1.3900	\$56,016.00 1.4400	\$56,016.00 1.4400	\$56,016.00 1.4400	\$57,961.00 1.4900	\$59,906.00 1.5400	\$61,851.00 1.5900
8		\$51,737.00 1.3300	\$53,682.00 1.3800	\$55,627.00 1.4300	\$57,572.00 1.4800	\$57,572.00 1.4800	\$57,572.00 1.4800	\$59,517.00 1.5300	\$61,462.00 1.5800	\$63,407.00 1.6300
9		\$53,293.00 1.3700	\$55,238.00 1.4200	\$57,183.00 1.4700	\$59,128.00 1.5200	\$59,128.00 1.5200	\$59,128.00 1.5200	\$61,073.00 1.5700	\$63,018.00 1.6200	\$64,963.00 1.6700
10		\$56,794.00 1.4600	\$58,739.00 1.5100	\$60,684.00 1.5600	\$62,629.00 1.6100	\$62,629.00 1.6100	\$62,629.00 1.6100	\$64,574.00 1.6600	\$66,519.00 1.7100	\$68,464.00 1.7600
11			\$60,295.00 1.5500	\$62,240.00 1.6000	\$64,185.00 1.6500	\$64,185.00 1.6500	\$64,185.00 1.6500	\$66,130.00 1.7000	\$68,075.00 1.7500	\$70,020.00 1.8000
12				\$63,796.00 1.6400	\$65,741.00 1.6900	\$65,741.00 1.6900	\$65,741.00 1.6900	\$67,686.00 1.7400	\$69,631.00 1.7900	\$71,576.00 1.8400
13				\$65,352.00 1.6800	\$67,297.00 1.7300	\$67,297.00 1.7300	\$67,297.00 1.7300	\$69,242.00 1.7800	\$71,187.00 1.8300	\$73,132.00 1.8800
14				\$66,908.00 1.7200	\$68,853.00 1.7700	\$68,853.00 1.7700	\$68,853.00 1.7700	\$70,798.00 1.8200	\$72,743.00 1.8700	\$74,688.00 1.9200
15				\$68,464.00 1.7600	\$70,409.00 1.8100	\$70,409.00 1.8100	\$70,409.00 1.8100	\$72,354.00 1.8600	\$74,299.00 1.9100	\$76,244.00 1.9600
16					\$73,910.00 1.9000	\$73,910.00 1.9000	\$73,910.00 1.9000	\$75,855.00 1.9500	\$77,800.00 2.0000	\$79,745.00 2.0500
17										\$77,411.00 1.9900



## PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

January 3, 2024

Richard Brabec  
Board President  
Schuyler Community Schools  
120 W 20th Street  
Schuyler, NE 68661

RE: Schuyler Community Schools HVAC Upgrades  
ETI Project Number 2023-193

Dear Mr. Brabec:

Engineering Technologies, Inc. (the ENGINEER) proposes to render professional engineering services in connection with your Project, which is generally described as follows and hereinafter called the "Project":

### 1. Project

- Provide design and construction administrative services for the high school building at Schuyler Community Schools. The work entails utilizing a \$2 million budget to:
  - Remove the existing hot water boiler system.
  - Install new gas fired rooftop units in the 1952 original building along with the north classroom wing and the existing wood shop.
  - Also included (if budget allows), replace the existing lights and ceiling grid in areas receiving new rooftop units.
  - Replace the roof insulate on the north 1952 classroom wing.

### 2. Basic Scope of Services

Our Basic Services will consist of Engineering work associated with the Mechanical and Electrical Construction Documents and construction period services, all as set forth below. You will be responsible for all services or items necessary for the Project, which are not specifically stated as part of Basic Services. We will also furnish such additional services as you may specifically request in writing.

- a. Prepare and provide one set of sealed working drawings, specifications, and other Contract Documents describing the material and workmanship required for the construction of the Project.
- b. Prepare preliminary and final opinion of construction costs based on square footage.
- c. Handle all matters pertaining to printing, advertising, and distribution of the Contract Documents. Assist in the solicitation for bids from qualified contractors and attend a pre-bid conference and the bid opening.

Page 1 of 4

**Engineering Technologies Inc**  
Mechanical & Electrical Building Solutions

825 M Street, Suite 200, Lincoln, NE 68508  
1101 North 13<sup>th</sup> Street, Omaha, NE 68102

P 402.476.1273  
P 402.330.2772

Innovative. Comprehensive. **Proven**  
[www.eti-engineers.com](http://www.eti-engineers.com)

**Principals** Martin D. Kasl, PE, LEED AP, Mechanical Engineer  
Thomas A. Ernst, PE, Electrical Engineer  
Daniel L. Thompson, PE, Mechanical Engineer

Derek R. Kotschwar, PE, CxA, LEED AP, Mechanical Engineer  
Justin L. Veik, PE, LEED AP, Architectural Engineer - Mechanical  
Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical

Tony L. Dupsky, PE, Architectural Engineer - Mechanical  
**Principal Emeritus** Daniel W. Schinstock, PE, Mechanical Engineer



- d. After the bidding process is complete, evaluate the bids received and make a recommendation as to the lowest responsible bidder. After award of contract, attend a pre-construction conference with the Contractors and the Owner.
- e. Issue such additional instructions to the Contractor as may be necessary to interpret the approved plans and specifications or to illustrate changes required in the Contractor's work.
- f. Review shop drawings submitted by the Contractor for general compliance with the approved plans and specifications.
- g. Attend coordination meeting(s) during construction of the project. Coordination meetings shall be scheduled with on-site observation trips, when possible.
- h. Review applications for pay requests submitted by the Contractor.
- i. When the Contractor completes all the work in accordance with the terms of the Contract, the ENGINEER shall verify that the work done and materials supplied are in general conformance with the plans and specifications, and shall recommend that final payment be issued to the Contractor.

You will be requested to furnish us with computer generated background drawings and full information as to your requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data. Energy studies, cost comparisons of different systems, or other similar studies are not included in the Basic Scope of Services.

### **3. Compensation for Professional Services**

Our fee and subsequent billings for our Basic Services will be based on the following:

- A fee equal to 9.5% of the overall construction costs associated with the Project, including any alternates whether accepted or not, plus reimbursable expenses.

Any additional services not described in this Agreement will be billed at our standard hourly rates and reimbursable rates in effect at time of such services (see attachment for current Standard Billing Rates).

Reimbursable expenses incurred in connection with all Basic and Additional Services will be charged based on actual costs plus 10% for copies; printing; reproductions; meals; lodging; transportation; and postage and handling (see attachment for Standard Reimbursable Expense Charges).

We will bill you monthly for Basic and Additional Services and reimbursable expenses. The above financial arrangements are based on prompt payment of our bills and the orderly and continuous progress of the Project through completion.

Payments are due and payable in full thirty (30) days from the date of our invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to complete our services within a mutually agreed upon time frame.



If, during the term of this Agreement, the scope of services is modified or circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the Client of the changed conditions necessitating renegotiation, and the ENGINEER and the Client shall promptly and in good faith enter into renegotiation of this Agreement.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation or schedule, taking into consideration the impact of such delay.

Upon request by the Client, the ENGINEER shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the Client’s consultants or contractors. The ENGINEER shall be compensated for these services as “Additional Services”, as well as any for services required to modify and coordinate the construction documents prepared by the ENGINEER with those of the Client’s consultants. The ENGINEER also shall be entitled to adjustment(s) in schedule caused by this additional effort. Only one set of sealed construction documents shall be provided by the ENGINEER. The Client agrees that the ENGINEER shall not be responsible in any way for errors and omissions by others in incorporating the proposed recommendations into the construction documents.

**4. Liability**

Both parties recognize the risks, rewards, and benefits of the Project as they relate to our fee for services. The risks have been allocated such that, to the fullest extent permitted by law, our total liability for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this agreement from any cause(s), shall not exceed the total amount of \$2,000,000. Such causes include, but are not limited to, our negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client confirms that neither Engineering Technologies, Inc. nor any of Engineering Technologies, Inc.’s sub-consultants or sub-contractors owes a fiduciary responsibility to Client or Owner. Client also confirms that Owner has so agreed in Owner’s agreement with Client.

This proposal and all attachments represent the entire understanding between you and Engineering Technologies, Inc., with respect to the Project and may only be modified in writing signed by both parties. **If this proposal satisfactorily sets forth your understanding of our agreement, please sign and date the enclosed copies on the appropriate line. Return one (1) copy to this office as our notice to proceed and keep the remaining copy for your files.**

Sincerely,

By: Derek Katschwar  
Derek R Kotschwar, PE, CxA, LEED AP  
Principal  
Engineering Technologies, Inc.

Accepted by: \_\_\_\_\_  
Richard Brabec  
for Schuyler Community Schools  
Date: \_\_\_\_\_

Enclosure



ENGINEERING TECHNOLOGIES, INC.

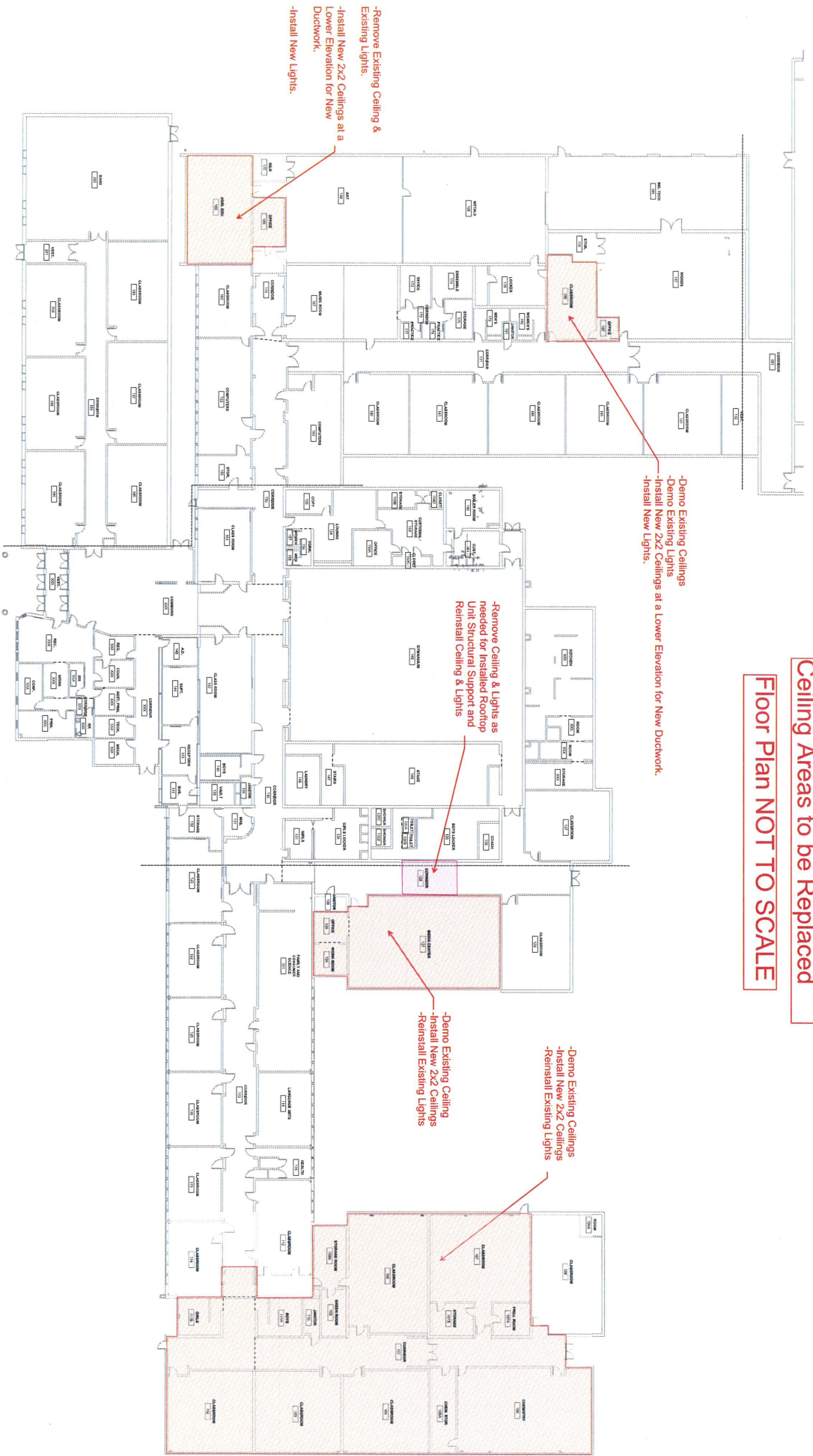
2024 STANDARD BILLING RATES

<u>Staff Position</u>	<u>Billing Rate</u>
Principal .....	\$210.00
Professional Engineer .....	\$185.00
Engineer I / Senior Designer .....	\$165.00
Technology Project Manager .....	\$165.00
Engineer II .....	\$140.00
BIM Manager .....	\$140.00
Designer I .....	\$140.00
Designer II .....	\$130.00
Construction Manager .....	\$140.00
Engineering Technician I .....	\$120.00
Engineering Technician II .....	\$110.00
Engineering Technician III .....	\$95.00
Administrative Staff .....	\$75.00

2024 REIMBURSABLE EXPENSE CHARGES

<u>Expense</u>	<u>Charge</u>
Mileage .....	Federal Mileage Allowance + 10%
Transportation Expense .....	Actual Cost + 10%
Consultants .....	Actual Cost
Supplies, Miscellaneous, Etc. ....	Actual Cost + 10%
Printing Charges .....	Actual Cost + 10%
Black and White Copies/Prints .....	\$0.12/each + 10%
Color Copies/Prints .....	\$0.59/each + 10%
Bond Paper (Plots)/Small - 24" x 36" .....	\$3.00/sheet
Bond Paper (Plots)/Large - 30" x 42" .....	\$4.50/sheet

**Ceiling Areas to be Replaced**  
**Floor Plan NOT TO SCALE**



**NEW POLICY**

**408.02 - CERTIFICATED EMPLOYEE CONTRACT RELEASE**

Resignation of Certificated Staff Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements.

As a general matter, the board will not release certificated staff members after March 15th from their contractual obligations. The superintendent has the discretion to release certified staff from their contract after [March 15th](#) in cases with extenuating circumstances. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

Legal Reference: NDE Rule 27

Neb. Statute [79-817](#) et seq.

Cross Reference: [406.03](#) Certificated Employee Individual Contracts

[406.04](#) Certificated Employee Continuing Contracts

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## OLD POLICY

### 408.02 - CERTIFICATED EMPLOYEE CONTRACT RELEASE

A certificated employee who wishes to be released from his/her contract shall deliver a written and signed notice of **resignation** to the office of the Superintendent. Granting a request for release from a contract shall be contingent upon finding a suitable replacement with the following exception: A request for release from contract submitted before May 1 of the current school year requesting release for the upcoming school year shall be accepted by the Board without any conditions.

The Superintendent or his designee shall have the sole responsibility for determining the criteria used to define a suitable replacement for each position.

If in the opinion of the certificated employee unusual circumstances exist, the certificated employee may appeal to the Board to waive any of the above stated requirements.

The superintendent is authorized to file a complaint with the Nebraska Professional Practices Commission against a certificated employee who leaves without proper release from the board.

The Board of Education reserves the right to seek damages against any certificated employee as a result of breach of contract.

Legal Reference: NDE Rule 27

Neb. Statute [79-817](#) et seq.

Cross Reference: [406.03](#) Certificated Employee Individual Contracts

[406.04](#) Certificated Employee Continuing Contracts

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

# 2024 Legislative Session\*

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

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

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

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

## Federal & State Holidays

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

## Legislative Recess Days

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

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