

MINUTES  
BOARD OF EDUCATION

February 8, 2021

7:30 PM

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

I. Call Meeting to Order

I.A. Roll Call

I.B. Motion to excuse Angela Meyer from the February board meeting

Motion to excuse Angela Meyer from the February board meeting. This motion, made by Aaron Whitwer and seconded by Dana Dorn, passed.

Angela Meyer: Absent, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 5, no: 0, Absent: 1

I.C. Notice of Nebraska Open Meetings Act Posted

II. Approval of Minutes from the January 11, 2021, Regular Board Meeting

Motion to approve minutes from the January 11, 2021, Regular Board Meeting. This motion, made by Betsy Frerichs and seconded by Jim Zvolanek, passed.

Angela Meyer: Absent, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 5, no: 0, Absent: 1

III. Communications, Audiences, and Recognitions

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

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

IV.A. Approval of Bills

IV.A.1. General Fund, Special Building Fund, Depreciation Fund, and Qualified Capital Purpose Undertaking Fund Claims

Motion to approve the general fund, special building fund, depreciation fund, and qualified capitol purpose undertaking fund claims. This motion, made by Betsy Frerichs and seconded by Jim Zvolanek, passed.

Angela Meyer: Absent, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 5, no: 0, Absent: 1

IV.A.2. Lunch & Activity Claims

V. Support Service

V.A. Facility Update

V.B. Personnel Items

V.C. Technology Update

VI. Administrative and Committee Reports

VI.A. Student Board Member Report

VI.B. Elementary Principal's Report

VI.C. Secondary Principal's Report

VI.D. Superintendent's Report

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

VII.A. Resolution to Select the Design-Build Contract Delivery System

Motion to approve the resolution to select the design-build contract delivery system. This motion, made by Dana Dorn and seconded by Jim Zvolanek, passed.

Angela Meyer: Absent, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 5, no: 0, Absent: 1

VII.B. Principals' Contract & Salaries

VII.B.1. Principals' Contract Extensions

Motion to approve the principals' contract extensions. This motion, made by Betsy Frerichs and seconded by Aaron Whitwer, passed.

Angela Meyer: Absent, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 5, no: 0, Absent: 1

#### VII.B.2. Principals's Salaries for the 2021-2022 School Year

Motion to approve a 3% raise for the 2021-2022 school year. This motion, made by Betsy Frerichs and seconded by Jim Zvolanek, passed.

Angela Meyer: Absent, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 5, no: 0, Absent: 1

#### VII.C. Classified Salaries for the 2021-2022 School Year

Motion to approve a 3% raise for the 2021-2022 school year. This motion, made by Jim Zvolanek and seconded by Dana Dorn, passed.

Angela Meyer: Absent, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 5, no: 0, Absent: 1

#### VII.D. Option Enrollment Applications

#### VIII. Adjournment

Motion to adjourn the meeting at 8:57 p.m.. This motion, made by Jim Zvolanek and seconded by Dana Dorn, passed.

Angela Meyer: Absent, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 5, no: 0, Absent: 1

BY

President of the Board of Education

Of this School District

ATTEST

Secretary of the Board of Education

of this School District

# Nebraska Open Meetings Act

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

**84-1408. Declaration of intent; meetings open to public.** It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

**84-1409. Terms, defined.** For purposes of the Open Meetings Act, unless the context otherwise requires:

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

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

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

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

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

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site. (ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by: (A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or (B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

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

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of

an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

(a) Reasonable advance publicized notice is given as provided in subsection (1) of this section;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recodation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

(c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given as provided in subsection (1) of this section which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recodation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that: (i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and (ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

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

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

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

(1) Subject to the Open Meetings Act, the public has the right to attend and the right

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

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

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

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

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

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

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

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

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

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

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

(f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

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

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

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**84-1413. Meetings; minutes; roll call vote; secret ballot; when.**

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

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

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

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

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

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

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

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

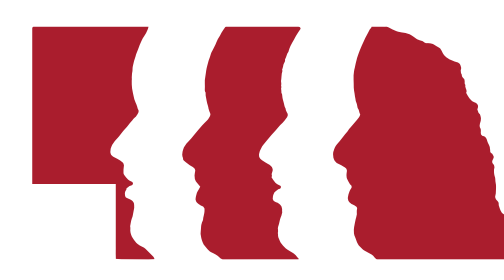
(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a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

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

Revised  
10/2020



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.  
233 SOUTH 13<sup>TH</sup> STREET, SUITE 1400, LINCOLN, NE 68508  
(402) 476-9200  
[jgessford@perrylawfirm.com](mailto:jgessford@perrylawfirm.com)  
[rschultze@perrylawfirm.com](mailto:rschultze@perrylawfirm.com)  
[gperry@perrylawfirm.com](mailto:gperry@perrylawfirm.com)



Nebraska Council  
of School Administrators

455 South 11<sup>th</sup> Street, Suite A  
Lincoln, NE 68508  
(402) 476-8055  
[ncsa.org](http://ncsa.org)

MINUTES  
BOARD OF EDUCATION  
January 11, 2021  
7:30 PM

I. Call Meeting to Order

President Dave Zimmerman called the meeting to order at 7:30 p.m. and the following members were present: Aaron Whitwer, Angela Meyer, Betsy Frerichs, Dana Dorn, Dave Zimmerman, and Jim Zvolanek. The following administrator was present: Christopher Prosocki.

Reasonable advance publicized notice of the meeting was given according to law by publishing, a designated method for giving notice of the school district. Posted Location:

- Wymore Arbor State Newspaper

Posted Date: 12/24/2021

Reasonable advance notice was simultaneously given to board members and a copy of their acknowledgement of receipt of notice and the agenda attached. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

I.A. Roll Call

I.B. Notice of Nebraska Open Meetings Act Posted

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

I.C. Oath of Office

The three newly elected board members signed the oath of office: Aaron Whitwer, Betsy Frerichs, & Dana Dorn.

II. Approval of Minutes from the December 14, 2020, Regular Board Meeting

Motion to approve minutes from the December 14, 2020, Regular Board Meeting. This motion, made by Betsy Frerichs and seconded by Angela Meyer, passed.

yes: 6, no: 0

III. Communications, Audiences, and Recognitions

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

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

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

Security First Bank, Blue Springs Special Funds: 1.50%

Wymore State Bank, Special Funds: 0.41%

#### IV.A. Approval of Bills

##### IV.A.1. General Fund, Special Building Fund, Depreciation Fund, and Qualified Capital Purpose Undertaking Fund Claims

Motion to approve the general fund, special building fund, depreciation fund, and qualified capitol purpose undertaking fund claims. This motion, made by Angela Meyer and seconded by Jim Zvolanek, passed.

yes: 6, no: 0

##### IV.A.2. Lunch & Activity Claims

#### V. Support Service

##### V.A. Facility Update

John Linder provided the school board with a written report over ceiling issues in the auditorium and looking for a new maintenance staff member to replace Tom Regan.

##### V.B. Personnel Items

Dr. Prosofski noted that Tom Regan, a maintenance staff member, just resigned and the district will be looking for someone to fill his position.

##### V.B.1. Resignation

##### V.B.1.1. Janie Winter - 1.0 FTE - 7-12 Social Studies Teacher at the Conclusion of the 2020-2021 School Year

Motion to approve the resignation of Janie Winter at the conclusion of the 2020-2021 school year. This motion, made by Betsy Frerichs and seconded by Jim Zvolanek, passed.

yes: 6, no: 0

The school board accepted the resignation of Janie Winter at the conclusion of the 2020-2021 school year with regrets. The school board thanked Janie for her years of service to Southern Public Schools.

##### V.C. Technology Update

There were not any technology items to report at the January board meeting.

#### VI. Administrative and Committee Reports

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

The was not a January student board report.

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

The elementary principal provided a written report over the following items: current enrollment figures (3-year-old preschool - 8, 4-year-old preschool - 11, K - 30, 1st - 25, 2nd - 22, 3rd - 22, 4th - 22, 5th - 19, 6th - 33), report cards going home, Elementary School Spelling Bee on February 10, and not having a kindergarten parent orientation meeting (The district plans to have an open house in August).

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

The secondary principal provided a written report on the following items: current enrollment figures (7th - 26, 8th - 34, 9th - 28, 10th - 34, 11th - 23, 12th - 26), all alternative education spots at ESU 5 are filled, working on registration for next year, academic all-state (Football - Connor Bradley & Izak Spann; Play Production - Shelby March & Sadee Ullman; Volleyball - Kaylee Klover & Madison Wegner), getting ready for the 8 period 7-12 schedule next year, and an update on the digital media project.

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

Dr. Prosocki gave the board an update on the DIBELS assessment in grades K-6 and he gave the board an update on the 107th Nebraska State Legislature, 1st Session. Next, he went over the Blueprint Nebraska initiative and how it aims to place more caps on school spending and Dr. Prosocki foresees legislation this upcoming session associated with this (The governor has already gone on record and said he wants to go after public schools in Nebraska again this year). Dr. Prosocki talked to the school board about the possibility of a bond election for a new elementary school gym, some new playground equipment at the elementary school, and two new preschool classrooms at the elementary school. He noted that over the past 4 years staff, parents, and patrons have approached him about the need for another gym and their desire to have all elementary school students under one roof for safety purposes, to help with the transition between grade levels, and to allow for more collaboration between preschool teachers. In addition, this will allow our art teacher to have an art room at the elementary school and not have to use a cart to go from classroom to classroom to complete art classes. Dr. Prosocki said he has no plans of building a state-of-the-art gym, but only having one gym is a scheduling nightmare for PE classes, for practices, and for the youth and community that want to use our gym throughout the school year. He envisions building a gym similar to Meridian's new practice gym and since the district is at the legal levy limit, this project will have to be voted on by the public (Diller-Odell and Meridian could just go ahead and build new gyms). Dr. Prosocki said there has never been a better time to try and pass a bond with the interest rates being at an all-time low and how the pandemic has not had a profound impact on Nebraska's economy like it has in other states. The building and grounds committee plans to visit Meridian's facility and the school board asked Dr. Prosocki to provide more information about this potential project at the next board meeting. Next Dr. Prosocki talked about the upcoming NRCSA spring conference, he gave the board an update on the new Response and Relief Act 2020 (The district will use this stimulus money to address air quality in our facilities), he gave the board an update on the work towards the district's strategic plan, he reminded the board about a Title IX training they will need to complete, and he presented his workdays for the second quarter.

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

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

## VII.A.1. Election of Officers

### VII.A.1.1. President

Motion to appoint Dave Zimmerman as the President of Southern Board of Education. This motion, made by Jim Zvolanek and seconded by Dana Dorn, passed.

David Zimmerman: Abstain (With Conflict), Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, Aaron Whitwer: yes, Jim Zvolanek: yes  
yes: 5, no: 0, Abstain (With Conflict): 1

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

Motion to appoint Jim Zvolanek as the Vice-President of Southern Board of Education. This motion, made by David Zimmerman and seconded by Betsy Frerichs, passed.

Jim Zvolanek: Abstain (With Conflict), Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes  
yes: 5, no: 0, Abstain (With Conflict): 1

### VII.A.1.3. Secretary

Motion to appoint Dana Dorn as the Secretary of Southern Board of Education. This motion, made by Betsy Frerichs and seconded by Aaron Whitwer, passed.

Dana Dorn: Abstain (With Conflict), Betsy Frerichs: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes  
yes: 5, no: 0, Abstain (With Conflict): 1

## VII.B. Appointments

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

Motion to appoint Christopher Prosocki as the district's non-discrimination compliance coordinator. This motion, made by Aaron Whitwer and seconded by Angela Meyer, passed.  
yes: 6, no: 0

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

Motion to appoint Jane Mallam as the treasurer. This motion, made by Jim Zvolanek and seconded by Dana Dorn, passed.  
yes: 6, no: 0

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

Motion to appoint Christopher Prosocki as the authorized representative for state & federal programs. This motion, made by Dana Dorn and seconded by Betsy Frerichs, passed.  
yes: 6, no: 0

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

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

yes: 6, no: 0

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

Motion to designate Wymore Arbor State as the legal newspaper for Southern Public Schools. This motion, made by Jim Zvolanek and seconded by Angela Meyer, passed.

yes: 6, no: 0

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

Motion to designate KSB School Law as the district's legal counsel. This motion, made by Betsy Frerichs and seconded by Dana Dorn, passed.

yes: 6, no: 0

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

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

yes: 6, no: 0

Based on Policy 2008: Meetings, the board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and the public. Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include, but are not necessarily limited to, the Wymore Arbor State, Lincoln Journal Star, or the Omaha World-Herald.

#### VII.G. Appoint School Board Standing Committees

Dave Zimmerman appointed the standing school board committees for 2021.

##### VII.G.1. American Civics

Aaron Whitwer, Dana Dorn, & Dave Zimmerman will serve on the American Civics committee.

##### VII.G.2. Building & Grounds

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

##### VII.G.3. Finance

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

##### VII.G.4. Negotiations

Dana Dorn, Dave Zimmerman, & Jim Zvolanek will serve on the negotiations committee.

#### VII.G.5. Policy

Aaron Whitwer, Angela Meyer, & Dave Zimmerman will serve on the policy committee.

#### VII.G.6. Transportation

Angela Meyer, Dana Dorn, & Dave Zimmerman will serve on the transportation committee.

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

Based on state law, Aaron Whitwer filled out the NADC Form C-2A Potential Conflict of Interest Statement and Dr. Prosocki filed this document in the office of the superintendent.

#### VII.I. Families First Coronavirus Response Act (FFCRA) for the Second Semester

Motion to extend the FFCRA Act until March 31, 2021. This motion, made by Angela Meyer and seconded by Betsy Frerichs, passed.

yes: 6, no: 0

#### VII.J. Option Enrollment Applications

#### VIII. Adjournment

Motion to adjourn the meeting at 8:44 p.m. This motion, made by Dana Dorn and seconded by Betsy Frerichs, passed.

yes: 6, no: 0

The next Regular Board meeting is scheduled for 7:30 p.m., February 8, 2021, at Southern Jr./Sr. High School Auditorium in Wymore. The Board of Education will usually adhere to the sequence of the published agenda, but reserves the right to adjust the order of items if necessary and may elect to amend the agenda as deemed necessary.

BY

President of the Board of Education  
Of this School District

ATTEST

Secretary of the Board of Education  
of this School District

## PUBLIC PARTICIPATION

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

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

## Board Committee History

<b>Americanism</b>	<b>Buildings &amp; Grounds</b>	<b>Finance</b>	<b>Negotiations</b>	<b>Policy</b>	<b>Transportation</b>
<b>2017</b>	<b>2017</b>	<b>2017</b>	<b>2017</b>	<b>2017</b>	<b>2017</b>
Carol	David	Jim	Harlan	Jim	Branson
David	Harlan	David	David	David	David
Emily	Branson	Harlan	Emily	Emily	Carol
<b>Americanism</b>	<b>Buildings &amp; Grounds</b>	<b>Finance</b>	<b>Negotiations</b>	<b>Policy</b>	<b>Transportation</b>
<b>2018</b>	<b>2018</b>	<b>2018</b>	<b>2018</b>	<b>2018</b>	<b>2018</b>
Carol	David	Jim	Harlan	Branson	Branson
David	Harlan	David	David	David	David
Emily	Jim	Harlan	Emily	Emily	Carol
<b>American Civics</b>	<b>Buildings &amp; Grounds</b>	<b>Finance</b>	<b>Negotiations</b>	<b>Policy</b>	<b>Transportation</b>
<b>2019</b>	<b>2019</b>	<b>2019</b>	<b>2019</b>	<b>2019</b>	<b>2019</b>
Carol	Betsy	Betsy	David	Angela	Angela
David	David	David	Emily	David	David
Emily	Jim	Jim	Jim	Emily	Carol
<b>American Civics</b>	<b>Buildings &amp; Grounds</b>	<b>Finance</b>	<b>Negotiations</b>	<b>Policy</b>	<b>Transportation</b>
<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>
Carol	Betsy	Betsy	David	Angela	Angela
David	David	David	Emily	David	David
Emily	Jim	Jim	Jim	Emily	Carol
<b>American Civics</b>	<b>Buildings &amp; Grounds</b>	<b>Finance</b>	<b>Negotiations</b>	<b>Policy</b>	<b>Transportation</b>
<b>2021</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>
Aaron	Betsy	Betsy	Dana	Aaron	Angela
Dana	David	David	David	Angela	Dana
David	Jim	Jim	Jim	David	David

January 27, 2021

Chairman Linehan and members of the Revenue Committee

RE: Opposition to LB 408 & LR 22 CA

My name is John Spatz, I am the executive director of the Nebraska Association of School Boards. I am submitting this letter on behalf of locally elected school board members to oppose LB 408 and LR 22CA.

First, I would like to thank Sen. Briese for his work over the years to address our state's overreliance on property taxes. He has participated in a number of bills and discussions in an effort to address the real concerns we have about our property tax burden.

We are here today to oppose both LB 408 and LR 22CA because at best, this bill will not solve our overreliance on property taxes, and at worst, will increase our overall tax burdens.

Our opposition to this bill is based upon the following principals:

- 1) Local control – this bill chips away at a local board's ability to manage its budget and do what is in the best interest of the district. School board members are elected, just like you, and are accountable to their constituents. School boards live in their districts, they pay the property taxes levied, and they have a strong vested interest in the success of its district and community. Communities trust school board members, the legislature should as well.
- 2) Current limits – Schools currently have a variety of limits placed on their ability to levy and spend already. Each year the legislature places new unfunded mandates on schools and creates expectations that the new requirements must fit within the current levy and spending limits.
- 3) Most importantly, this bill feeds a broken narrative that says if we could just control spending, we could reduce property taxes. This has been the state's narrative for many years has resulted in a very heavy property tax burden on our taxpayers. If we truly want to lower our tax burdens, we must identify ways to broaden the base of our economy.

We need to look at how MUCH we are spending, and more importantly, HOW we are spending.

First let's look at how MUCH we are spending. Since 2011 the average growth in the State's budget has been 3.17%. The average growth, collectively, in school spending has been 3.00%. The average growth in per-pupil spending in schools since 2011 has been 2.11%. The Total school spending comes directly from NDE's annual statewide financial report from the "total annual costs" that address total k-12 spending.

Looking at this data, you can see that schools, collectively, are spending less than the state on average since 2011.

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Also, Nebraska ranks 49th in the nation in state support for public education. New Hampshire is 50th, South Dakota is 48th and Texas is 47th. All three of these states do not have an income tax, so you would assume they would need to larger reliance on property taxes.

If we look at HOW schools are investing its resources, we see that Nebraska ranks 2nd highest in the nation in the percentage of resources being invested in the classroom. This is a result of school board members working with their administrators and teachers to prioritize how to best invest taxpayer dollars. This shows that school board members have been good stewards of taxpayer dollars and put money in the classroom where you see the highest rate-of-return.

Prioritizing in this way requires a lot of work and collaboration but our unpaid, volunteer school board members are willing to put the time in. NASB did a survey of our membership last summer and we found that 75% of school board members in the state have some dependency on our agriculture industry. Our farmers and ranchers, and others with a vested interest in the ag industry, want to make sure we invest wisely, and this is reflective of how school board members prioritize resources into the classroom.

In closing, I want to emphasis this bill does not increase investment in schools. This bill does, however, add another barrier for the locally elected official to manage their budgets as they try to make decisions to best support its constituents.

For over a century, Nebraska has trusted locally elected leaders to make decisions on behalf of their communities. Both LB 408 and LR 22CA erodes that tradition. We ask that the Legislature allow the locally elected school board members to do the work they were elected to do.

Therefore, we respectfully ask you do not advance LB 408 or LR 22CA.



John Spatz  
Executive Director  
Nebraska Association of School Boards

**RESOLUTION OF BOARD OF EDUCATION TO  
SELECT THE DESIGN-BUILD CONTRACT DELIVERY SYSTEM**

WHEREAS, the Board of Education ("Board") of Southern Public Schools (legally known as Gage County School District 34-0001 and referred to herein as the "School District") believes it to be in the School District's best interests to use the design-build contract delivery system under the Nebraska Political Subdivisions Construction Alternatives Act ("Act") to complete the Elementary School Addition Project ("Project"); and

WHEREAS, the Board previously adopted policy 3043 Design-Build Contracts;

BE IT THEREFORE RESOLVED that the Board hereby selects the design-build contract delivery system to complete the Project and authorizes, empowers and directs the School District's administration to take all actions necessary to comply with the terms of the Act in proceeding with the design-build contract delivery system.

BE IT FURTHER RESOLVED that the Board hereby directs the School District's administration to prepare a notice publish notice in a newspaper of general circulation in the District that it is seeking a Performance Criteria Developer for a design-build project.

Dated: February 8, 2021

\_\_\_\_\_  
President of the Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Education

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

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

**Section 1. Term of Contract.** The Principal shall be employed for 1 year beginning on **August 1, 2021**, and expiring on **July 31, 2022**. During this and any subsequent year under this contract, the Principal shall render at least 220 working days of service in the performance of his duties as Principal. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Principal actually and necessarily completes his contractual duties. The Principal agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Principal shall keep complete and accurate records of his working days and shall provide the Superintendent with a report of his accumulated working days at least yearly.

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

**Section 3. Salary.** The Principal's salary for the contract year shall be \$\_\_\_\_\_ which shall be paid in 12 equal monthly installments beginning in the month of **August 2021**. The Board shall not reduce the Principal's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation. The Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's

employment, if such property or money have not properly been returned to the District. The School District shall withhold other deductions as the Principal and Board may agree.

**Section 5. Professional Status.** The Principal affirms that he is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a principal in the State of Nebraska which he will register and maintain on file in the School District's central administrative office. This contract shall not be valid and the Board will not compensate the Principal for any service performed prior to the date that he registers his certificate. The Principal represents that: (1) all information he provided in connection with his application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

**Section 6. Principal's Duties.** The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Principal agrees to devote his time, skill, labor and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns to him. By agreement with the Superintendent, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the School District.

**Section 7. Nonrenewal, Termination, Cancellation, or Mid-Term Amendment.** Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may nonrenew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel, or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence:

(e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Principal's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying School District records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician.

**Section 8. Disability.** If the Principal is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than the Principal's then-current, accumulated sick leave, or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Principal under any insurance coverage furnished by the School District.

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

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

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

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

**c. Sick Leave.** The Principal shall be entitled to 10 days of sick leave per year which may accumulate to a total of 50 days. Sick leave may only be used for personal illness or as

otherwise provided in District policy. If the Principal qualifies for disability pay under a long-term disability policy, he shall be required to take the disability pay instead of sick leave pay. The Principal shall keep complete and accurate records of his sick days. The Principal shall not be compensated for unused days of sick leave upon the ending of his employment with the District.

- d. Disability Insurance.** The Principal shall purchase long-term disability insurance from the School District's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- e. Personal Days.** The Principal shall have 3 personal days for the 2021-2022 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. All parties will cooperate in arranging personal time so as to cause the least inconvenience to the normal operation of the District.
- f. Professional Development.** The Principal is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he may attend appropriate professional meetings at the local and state level; and the Board will pay for valid expenses of attendance.
- g. Professional Dues.** The School District will pay the annual dues for the Principal's membership in the following organizations: Nebraska Council of School Administrators (NCSA), Nebraska State Association of Secondary School Principals (NSASSP), Nebraska Association of Elementary School Principals (NAESP), and Nebraska State Interscholastic Athletic Administrators Association (NSIAAA), National Interscholastic Athletic Administrators Association (NIAAA), and Nebraska Coaches Association (NCA).
- h. Bereavement Leave.** The Principal shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Principal will be allowed up to 3 days of paid bereavement leave per year.

- i. **Cell Phone.** The Principal shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Principal up to a maximum of \$50 per month for the actual cost of a cellular phone service plan and the district will provide the Principal with a stipend every three years to cover the expense of purchasing a cell phone.

**Section 11. Residence/Domicile in School District.** The Principal shall have his domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Principal under the terms of this contract; and, the Principal shall maintain his domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Principal is in his first year of employment with the District and does not have his domicile and principal place of residence within the District at the time of his employment, the Principal shall move his domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Principal's first duty day under this contract. It is the purpose of this paragraph to require the Principal to, at all times during such employment, live and maintain his domicile and principal place of residence in the District to encourage the Principal: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the district as a legal voter of the School District; (3) to be involved in school and community activities bringing his in contact with parents and community leaders and be committed to the future of the district and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Principal; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which he is the educational leader.

**Section 12. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Principal from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 13. Evaluation.** The Superintendent shall evaluate the Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828,

shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

**Section 14. Legal Actions.** The Board will support the Principal if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his performance of his duties or his position as Principal of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

**Section 15. Physical or Mental Examination.** The Principal agrees that, at the request of the Board or Superintendent, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Principal is able to perform the "essential functions" of his position.

**Section 16. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

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

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

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

**Executed by the Board this \_\_\_\_ day of February, 2021.**

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

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

**Executed by the Principal this \_\_\_\_ day of February, 2021.**

\_\_\_\_\_  
Principal

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

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

**Section 1. Term of Contract.** The Principal shall be employed for 1 year beginning on **August 1, 2021**, and expiring on **July 31, 2022**. During this and any subsequent year under this contract, the Principal shall render at least 220 working days of service in the performance of his duties as Principal. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Principal actually and necessarily completes his contractual duties. The Principal agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Principal shall keep complete and accurate records of his working days and shall provide the Superintendent with a report of his accumulated working days at least yearly.

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

**Section 3. Salary.** The Principal's salary for the contract year shall be \$\_\_\_\_\_ which shall be paid in 12 equal monthly installments beginning in the month of **August 2021**. The Board shall not reduce the Principal's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation. The Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's

employment, if such property or money have not properly been returned to the District. The School District shall withhold other deductions as the Principal and Board may agree.

**Section 5. Professional Status.** The Principal affirms that he is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a principal in the State of Nebraska which he will register and maintain on file in the School District's central administrative office. This contract shall not be valid and the Board will not compensate the Principal for any service performed prior to the date that he registers his certificate. The Principal represents that: (1) all information he provided in connection with his application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

**Section 6. Principal's Duties.** The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Principal agrees to devote his time, skill, labor and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns to him. By agreement with the Superintendent, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the School District.

**Section 7. Nonrenewal, Termination, Cancellation, or Mid-Term Amendment.** Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may nonrenew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel, or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence:

(e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Principal's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying School District records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician.

**Section 8. Disability.** If the Principal is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than the Principal's then-current, accumulated sick leave, or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Principal under any insurance coverage furnished by the School District.

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

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

- a. Health Insurance.** Family health insurance that is provided to certificated staff through the District's health insurance carrier.
- b. Dental Insurance.** Family dental insurance that is available to certificated staff through the District's health insurance carrier.
- c. Sick Leave.** The Principal shall be entitled to 10 days of sick leave per year which may accumulate to a total of 50 days. Sick leave may only be used for personal illness or as

otherwise provided in District policy. If the Principal qualifies for disability pay under a long-term disability policy, he shall be required to take the disability pay instead of sick leave pay. The Principal shall keep complete and accurate records of his sick days. The Principal shall not be compensated for unused days of sick leave upon the ending of his employment with the District.

- d. Disability Insurance.** The Principal shall purchase long-term disability insurance from the School District's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- e. Personal Days.** The Principal shall have 3 personal days for the 2021-2022 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. All parties will cooperate in arranging personal time so as to cause the least inconvenience to the normal operation of the District.
- f. Professional Development.** The Principal is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he may attend appropriate professional meetings at the local and state level; and the Board will pay for valid expenses of attendance.
- g. Professional Dues.** The School District will pay the annual dues for the Principal's membership in the following organizations: Nebraska Council of School Administrators (NCSA), Nebraska State Association of Secondary School Principals (NSASSP), Nebraska Association of Elementary School Principals (NAESP), and Nebraska State Interscholastic Athletic Administrators Association (NSIAAA), National Interscholastic Athletic Administrators Association (NIAAA), and Nebraska Coaches Association (NCA).
- h. Bereavement Leave.** The Principal shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Principal will be allowed up to 3 days of paid bereavement leave per year.

- i. **Cell Phone.** The Principal shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Principal up to a maximum of \$50 per month for the actual cost of a cellular phone service plan and the district will provide the Principal with a stipend every three years to cover the expense of purchasing a cell phone.

**Section 11. Residence/Domicile in School District.** The Principal shall have his domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Principal under the terms of this contract; and, the Principal shall maintain his domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Principal is in his first year of employment with the District and does not have his domicile and principal place of residence within the District at the time of his employment, the Principal shall move his domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Principal's first duty day under this contract. It is the purpose of this paragraph to require the Principal to, at all times during such employment, live and maintain his domicile and principal place of residence in the District to encourage the Principal: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the district as a legal voter of the School District; (3) to be involved in school and community activities bringing his in contact with parents and community leaders and be committed to the future of the district and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Principal; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which he is the educational leader.

**Section 12. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Principal from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 13. Evaluation.** The Superintendent shall evaluate the Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828,

shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

**Section 14. Legal Actions.** The Board will support the Principal if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his performance of his duties or his position as Principal of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

**Section 15. Physical or Mental Examination.** The Principal agrees that, at the request of the Board or Superintendent, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Principal is able to perform the "essential functions" of his position.

**Section 16. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

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

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

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

**Executed by the Board this \_\_\_\_ day of February, 2021.**

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

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

**Executed by the Principal this \_\_\_\_ day of February, 2021.**

\_\_\_\_\_  
Principal