

MINUTES
BOARD OF EDUCATION

December 13, 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. Notice of Nebraska Open Meetings Act Posted

I.C. Motion to Excuse Angela Meyer from the December Board Meeting

Motion to excuse Angela Meyer from the December board meeting. This motion, made by Dana Dorn and seconded by Betsy Frerichs, 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

II. Approval of Minutes from the November 8, 2021, Regular Board Meeting

Motion to approve minutes from the November 8, 2021, Regular Board Meeting. 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

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: Items 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 Jim Zvolanek and seconded by Betsy Frerichs, 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. Approve the 2022-2023 Negotiated Agreement with Southern Education Association

Motion to approve the 2022-2023 negotiated agreement with Southern Education Association. 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. 2022-2023 District Calendar

Motion to approve the 2022-2023 district calendar. 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.C. 2022-2023 Preschool Calendar

Motion to approve the 2022-2023 preschool calendar. This motion, made by Betsy Frerichs 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. 2021 Annual Board Policy Updates (Second Round)

Motion to approve policy 2009, 4063, 6004, 6013, & 6020. This motion, made by Dana Dorn and seconded by Betsy Frerichs, 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.E. Declare the List of Items as Surplus for Immediate Sale or Disposal

Motion to declare the list of items as surplus for immediate sale or disposal. This motion, made by Aaron Whitwer 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.F. Superintendent's Contract

VII.F.1. Superintendent's Contract Extension

Motion to approve the superintendent's contract extension. This motion, made by Jim Zvolanek 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.F.2. Superintendent's Salary and Benefits

Motion to approve a 3.5% raise for the 2022-2023 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.G. Option Enrollment Applications

VIII. Adjournment

Motion to adjourn the meeting at 8:37 p.m.. This motion, made by Jim Zvolanek and seconded by Betsy Frerichs, 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



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MINUTES
BOARD OF EDUCATION
November 8, 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 administrators were presents: Jerry Rempe, Jeff Murphy, & 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: 10/28/2021

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 the Jr./Sr. High School Auditorium.

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

Motion to approve minutes from the October 11, 2021, Regular Board Meeting. This motion, made by Aaron Whitwer and seconded by Betsy Frerichs, 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: Items 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.

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: aerating the football field, putting together a list of surplus items for the board to approve getting rid of, and waiting on the return of a bus.

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

The elementary principal reported on the following items: current enrollment figures (3-Year-Old Preschool - 10, 4-Year-Old Preschool - 19, K - 19, 1st - 31, 2nd - 23, 3rd - 26, 4th - 22, 5th - 25, 6th - 22), Red Ribbon Week activities, end of fall sports and the start of winter sports on November 15, Play Production, hosting Pioneer Conference Vocal Music on November 8, K-3 concert on November 9, and NSCAS & DIBELS testing.

VI.C. Secondary Principal's Report

The secondary principal reported on the following items: enrollment figures (7th - 31, 8th - 28, 9th - 33, 10th - 30, 11th - 33, 12th - 24), Veterans Day program on November 11, alternative school update (2 of our 4 spots are filled at ESU 5), Mrs. Trauernicht taking students on college visits, an agriculture class update, and Conference and District Play Production competitions.

VI.D. Superintendent's Report

Dr. Proski distributed the 2020-2021 Annual Financial Report/Audit, he went over the 2020-2021 prior year correction for State Aid, and he noted the district will receive an additional \$4,388. Next, Dr. Proski went over the 2021 Certified School Adjustment Valuation report from the Nebraska Department of Revenue, and he presented the school board with a draft of both the 2022-2023 district calendar and the 2022-2023 preschool calendar. He noted that Southern has to follow the Nebraska School Activities Association (NSAA) calendar, so the district does not have a track meet on graduation. Next, Dr. Proski brought up that East Central Nebraska Conference (ECNC) approached Southern about possibly joining their conference in

the years ahead. Dr. Prosocki said there are positives and negatives when it comes to switching conferences and if the board wants to pursue this option, he would want to make sure everyone had an opportunity to give their input before a decision is made at a board meeting (If it was pursued by the school board, it would not be until the 2023-2024 school year). Dr. Prosocki gave the school board an overview of an alternative funding option for major building projects that Beatrice Public Schools and ESU 5 are considering using and with this option, if utilized by Southern, it would not raise property taxes. It just allows schools to extend the current 7-year lease purchase agreement to a 30-year lease purchase agreement if an Interlocal Agreement is formed between ESU 5 and a public school. The analogy that Dr. Prosocki has used to explain this process is that it is like going from a 15-year home loan to a 30-year home loan. It is just more palatable from a budget standpoint to complete it over 30-years and not 15-years (The cost is still the same and the tax rate also stays the same). Dr. Prosocki noted that the board would need to determine if they would want to consider an option like this in the future or not, and he just wanted the handout to be informational in nature. Next, Dr. Prosocki went over the medical and dental rates for the 2022-2023 school year (They will increase by 5.84%) and he noted that Diller-Odell approached Southern about the possibility of forming a junior high football cooperative for the 2022-2023 school year. Dr. Prosocki said it would not be for high school football and based on preliminary numbers, both Diller-Odell and Southern will have around 10 student-athletes out next year for junior high football, and this low participation rate makes it hard for both teams to be successful in either practice or in games with only 10 student-athletes (Also, considering some students may get hurt, and some students may be ineligible to participate as well). Next, he went over an upcoming school board dinner, he went over the official enrollment numbers (384 students for the 2021-2022 school year [Up 12 students from the previous school year]), poverty trends, option enrollment trends, and special education trends. Dr. Prosocki went over the newly purchased first aid kits and lockdown (Active shooter) classroom room kits that are recommended from the Nebraska Department of Education (The lockdown kits include food, water, blankets, lighting and communication items, sanitation supplies, so students can use the bathroom without leaving the class during an active shooter situation [A tarp is also provided for privacy]). Then, Dr. Prosocki went over the annual safety audit conducted by Bruce Lang, the Chief of Police in Beatrice, and the safety and security committee will review the recommendations (Items such as adding on building space for the 3-year-olds to be in the same building as the rest of the Elementary School students will be a hard obstacle to overcome without additional funding). Lastly, Dr. Prosocki gave the school board an update on teacher negotiations, and he went over some positives and negatives of adding an athletic director position to the negotiated agreement (He noted that both the school board and SEA would have to approve this). The prevalent practice in the array is that there is only additional compensation if a teacher completes the athletic director duty and the athletic director duties are part of the other principal duties in the array (Not additional compensation on top of it).

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

VII.A. Approval of the Softball Cooperative Agreement with Diller-Odell Public Schools

Motion to approve the softball cooperative agreement with Diller-Odell Public Schools. This motion, made by Dana Dorn and seconded by Betsy Frerichs, passed.

yes: 6, no: 0

VII.B. Option Enrollment Applications

VII.C. Executive Session: Annual Superintendent Evaluation - As Needed to Protect the Interest of the District & to Prevent the Needless Injury to the Reputation of an Individual

Motion to enter into executive session at 8:48 p.m. to complete the annual superintendent evaluation as needed to protect the interest of the district & to prevent the needless injury to the reputation of an individual. This motion, made by Betsy Frerichs and seconded by Jim Zvolanek, passed.

yes: 6, no: 0

VII.C.1. Convene in Executive Session: Annual Superintendent Evaluation

VII.C.2. Reconvene Meeting from Executive Session

Motion to reconvene the meeting from executive session at 9:23 p.m. This motion, made by Jim Zvolanek and seconded by Aaron Whitwer, passed.

yes: 6, no: 0

VII.C.3. Approval of Any Action Deemed Necessary as a Result of Executive Session

VIII. Adjournment

Motion to adjourn the meeting at 9:31 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., December 13, 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.

Southern Public Schools

Annual Report

2020-2021



Southern Elementary School
315 West 2nd Street
P.O. Box 158
Blue Springs, NE 68318
Phone: 402.645.3359
Fax: 402.645.3740

Southern Jr./Sr. High School
115 South 11th Street
P.O. Box 237
Wymore, NE 68466
Phone: 402.645.3326
Fax: 402.645.8049

<http://www.southernschools.org>

PURPOSE OF THIS REPORT

The 2020-2021 Annual Report is submitted to the patrons of Southern Public Schools in accordance with the accreditation rules set forth by the Nebraska Department of Education. The annual report provides patrons with information regarding our school demographics, student achievement, and financial information. This report highlights some of the challenges and accomplishments in our district.

NEBRASKA EDUCATION PROFILE

More information about Southern Public School's 2020-2021 academic year can be found on the Nebraska Education Profile at <http://nep.education.ne.gov>.

- 1) Go to the **DISTRICT AND SCHOOL DATA** tab at the center of the webpage.
- 2) Type **Southern School District 1** in the **Search NEP** box.
- 3) Click on **SOUTHERN SCHOOL DISTRICT 1** and click **Search**.

DESCRIPTION OF THE DISTRICT

Southern Public Schools is a progressive D-1 district with 372 students in grades PK-12. Southern is located in Wymore and Blue Springs, Nebraska in the southeastern part of the state. In 1968 the current district was created with the consolidation of the five communities of Wymore, Blue Springs, Barneston, Holmesville, and Liberty, along with much of their outlying area. Wymore is located south of Lincoln and eight miles north of the Kansas border. The Wymore & Blue Springs communities are located within a mile of each other and are home to two schools, Southern Elementary School (PK-6) and Southern Jr./Sr. High School (7-12). The 3-year-old preschool and the 4-year-old preschool programs are located in Blue Springs.

DISTRICT MISSION STATEMENT

Every Student, Every Day, The Southern Way.

DISTRICT VISION STATEMENT

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

BOARD OF EDUCATION

Angela Meyer
Dana Dorn

Aaron Whitwer
David Zimmerman

Betsy Frerichs
Jim Zvolanek

SCHOOL IMPROVEMENT GOALS

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

BELIEF STATEMENTS

The School Will:

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

The Students Will:

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

The Community Will:

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

ADMINISTRATION

Faculty Members	Education Level	Years Experience	Position
Christopher Prosocki	Ed.D.	13	Superintendent/Curriculum Director
Gerald Rempe	M.A.	36	PK-6 Principal/Athletic Director
Jeff Murphy	M.A.	20	7-12 Principal

ELEMENTARY SCHOOL STAFF

Faculty Members	Education Level	Years Experience	Position
Jonna Adams	M.A.	20	Second Grade Teacher
Jolene Bartels	M.A.	33	Fifth Grade Teacher
Chaysen Bednar	B.A.	2	Sixth Grade Teacher
Kylie Betten	B.A.	6	First Grade Teacher
Timothy Blecha	B.A.	4	Special Education Teacher
Rhonda Epp	M.A.	26	Third Grade Teacher
Stacy Fossler	M.A.	9	Special Education Teacher
Amanda Freese	B.A.	3	Preschool Teacher
Cathy Hayden	B.A.	31	Sixth Grade Teacher
Malinda Hock	M.A.	6	Special Education Teacher
Kane Hookstra	M.A.	25	Fourth Grade Teacher
Taylor Landenberger	M.A.	3	Kindergarten Teacher
Annie Manley	B.A.	8	Preschool Teacher
Kimberly Milius	B.A.	4	First Grade Teacher
Lynn Sabey	M.A.	10	Second Grade Teacher
Mary Jane Spence	B.A.	43	Third Grade Teacher
Jessica Tjaden	M.A.	10	Kindergarten Teacher
Carly Vitosh	M.A.	8	Fifth Grade Teacher
Stephanie Ware	M.A.	21	Title I Teacher

Abbreviation	Degree
B.A.	Bachelor's Degree
M.A.	Master's Degree
Ed.S.	Education Specialist
Ed.D.	Doctor of Education

JR./SR. HIGH SCHOOL STAFF

Faculty Members	Education Level	Years Experience	Position
Shelby Barnard	B.A.	3	Special Education Teacher
Nancy Bond	Ed.D.	36	7-12 School Counselor
Kalynne Breunsbach	B.A.	43	Special Education Teacher
Dominique Clay	B.A.	11	Spanish Teacher
Jennifer Dunekacke	M.A.	13	Science Teacher
Zack Emerson	M.A.	15	Physical Education/Health Teacher
Heather McKinney	M.A.	25	Special Education Teacher
Brady Meyer	B.A.	2	Agriculture/Industrial Tech Teacher
Shannon Mick	M.A.	16	Mathematics Teacher
Morgan Neverve	M.A.	10	Jr./Sr. High School Art Teacher
Gavin Nielson	M.A.	2	K-12 Instrumental Music Teacher
Elizabeth Ogg	B.A.	8	English Teacher
Melissa Omar	M.A.	7	English Teacher
Preston Jurgens	B.A.	2	Mathematics Teacher
Lorren Rahn	B.A.	2	K-12 Vocal Music Teacher
Michael Ringen	M.A.	17	Social Science Teacher
Jamie Schluter	M.A.	7	Business Teacher
Jeffery Tunink	B.A.	11	Science Teacher
Rebecca Weyer	M.A.	16	K-12 Media Specialist
Beth Willet	B.A.	41	K-12 PE Teacher
Janie Winter	B.A.	32	Social Science Teacher

Abbreviation	Degree
B.A.	Bachelor's Degree
M.A.	Master's Degree
Ed.S.	Education Specialist
Ed.D.	Doctor of Education

CERTIFIED STAFF INFORMATION

Category	Southern	State
Average Teacher Salary	\$50,774	\$56,582
Average Years of Teaching Experience	14 Years	14 Years
Percent of Teachers with Master's Degrees	48%	57%

CLASSIFIED STAFF

Faculty Members	Position
Dona Bartels	Paraprofessional
Dee Bednar	PK-6 Community Counselor
Jessica Cooper	Paraprofessional
Bonnie Creek	Bus Driver/ Paraprofessional
Susan Davis	Food Service Provider
Pam Dorn	Food Service Provider
Roger Dorn	Custodian
John Eisenhower	Maintenance
Kelsey Forney	Food Service Provider
Wendy Garrels	Paraprofessional
Jeanne Hardin	Food Service Provider
John Linder	Head Maintenance
Karen Maguire	Secretary
Jane Mallam	Bookkeeper
Cody McKinney	Custodian
Kim McMurray	Head Food Service Provider
Jodi Meints	Paraprofessional
Tammy Meints	Custodian
Lori Moniz-Trisler	Paraprofessional
Patty Novotny	Preschool Paraprofessional
Rae Oblinger	Data Steward
Lavone Rabstejnek	Paraprofessional
Dawn Rakes	Secretary
Devin Riggs	Bus Driver
Ginger Riggs	Paraprofessional
Cody Sabey	Technology Coordinator
Darcie Schmidt	Paraprofessional
Angela Spencer	Paraprofessional
Becky Sullivan	Secretary
Monica Ullman	Student Transportation
Steve Whitwer	Bus Driver
JoAnn Wieden	Food Service Provider

ENROLLMENT FIGURES

Compiled on October 1 (2020)			
Grade	Female	Male	Total
PK	8	13	21
K	9	22	31
1	12	12	24
2	9	13	22
3	13	10	23
4	11	11	22
5	11	9	20
6	21	13	34
Elementary School	94	103	197
7	13	13	26
8	16	17	33
9	11	18	29
10	19	15	34
11	7	16	23
12	17	13	30
Jr./Sr. High School	83	92	175
District	177	195	372

5-YEAR ENROLLMENT FIGURES (PK-12)



SOUTHERN PUBLIC SCHOOLS DEMOGRAPHICS
2020-2021 Academic Year

Student Characteristics	Southern Public Schools		State
Attendance Rate	89%		93%
Dropout Rate	N/A		1%
English Learners (EL)	N/A		7%
Free/Reduced Priced Meals	69%		46%
Graduation Rate (4-Year Cohort)	85%		87%
High Ability Learners	25%		13%
Highly Mobile Rate	7%		4%
Special Education	23%		16%
Race/Ethnicity	American Indian/Alaskan Native:	1%	1%
	Asian:	0%	3%
	Black/African American:	1%	6%
	Hawaiian/Other Pacific Islander:	0%	1%
	Hispanic:	3%	19%
	Two or More Races:	5%	4%
	White:	90%	66%

Please Note: A N/A indicates that the data has been masked to protect the identity of students using one the following criteria:

- 1) Fewer than 10 students were reported in a group.
 - a) Fewer than 5 students were reported at a performance level.
- 2) All students were reported in a single group or performance category.

5-YEAR OPTION ENROLLMENT COMPARSION

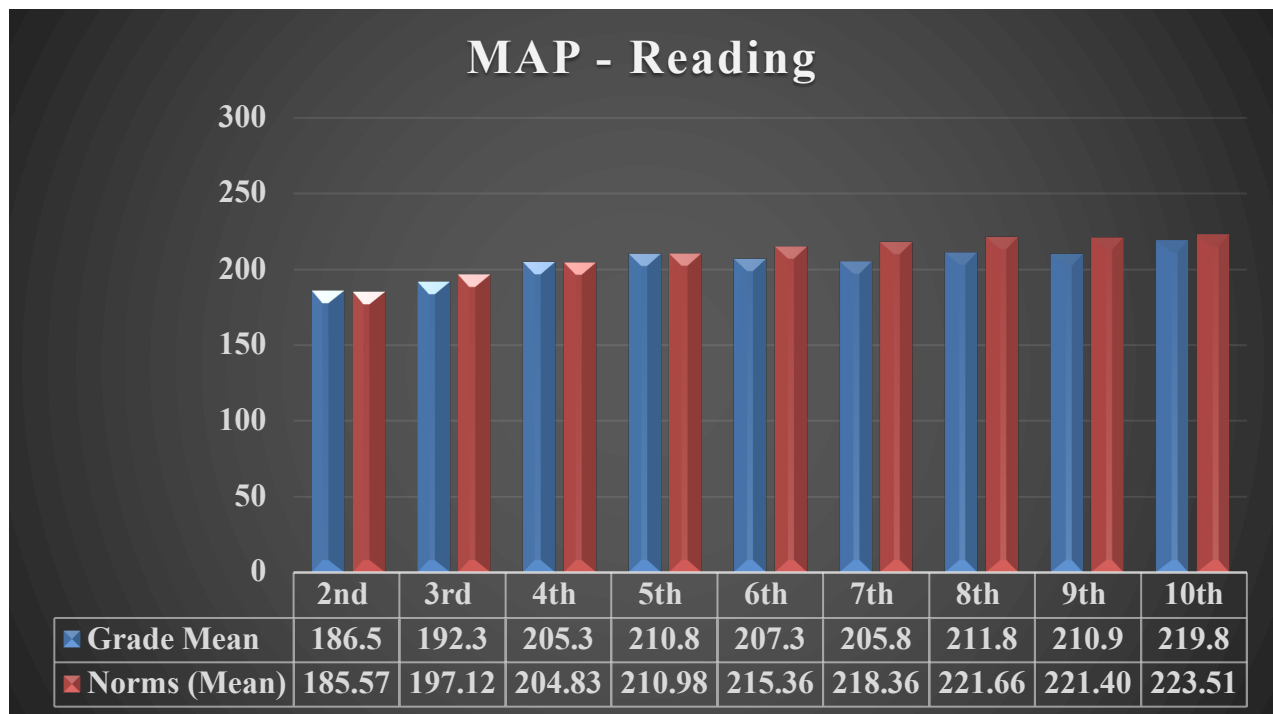
School Year	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Option In Students	15	8	5	18	14
Option Out Students	53	51	46	42	42
Net Option	-38	-43	-41	-24	-28

MEASURE OF ACADEMIC PROGRESS (MAP)

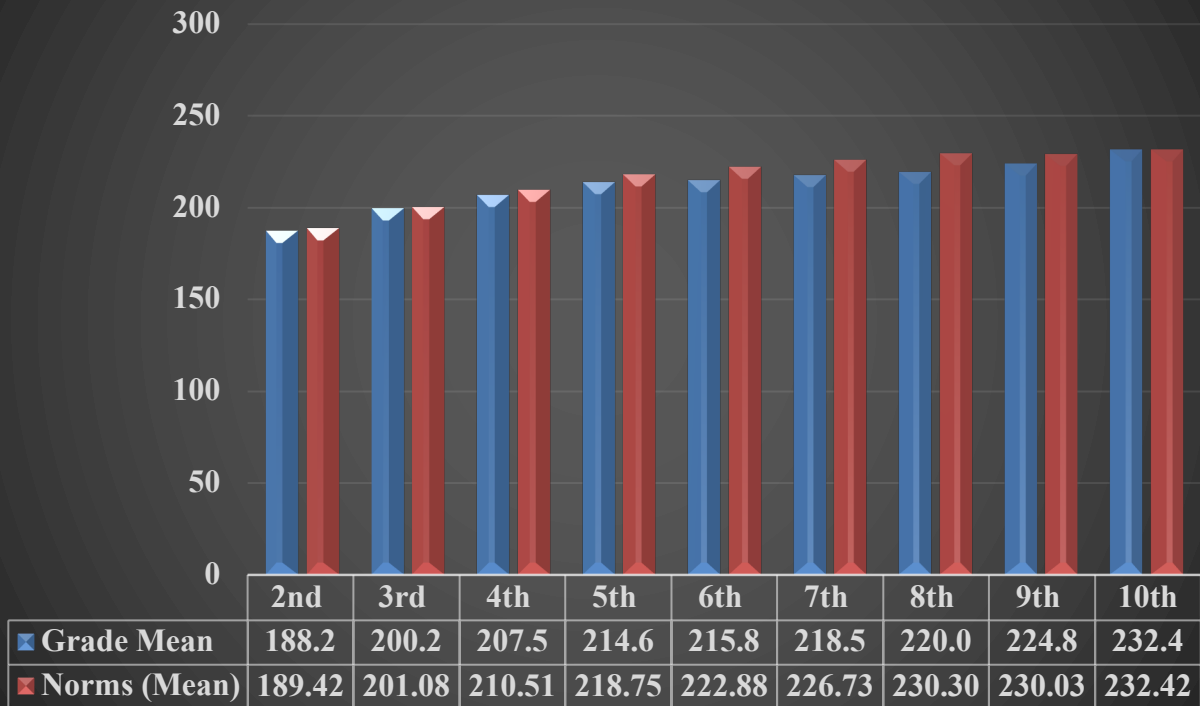
The norm-referenced assessment that we utilize in our district is called Measure of Academic Progress or MAP. The MAP assessment is administered to fulfill the accreditation requirements put forth by Nebraska Department of Education under Rule 10. Norm-referenced assessments are built to compare student performance across the country and these assessments result in bell curve distributions. The MAP assessments use a scale called RIT to measure student achievement and growth. The ACT is another example of a norm-referenced assessment that is administered throughout the Midwest.

MAP Assessment	Subject	Grades Administered
MAP-R	Reading	2-10 (Fall & Spring)
MAP-M	Mathematics	2-10 (Fall & Spring)
MAP-S	Science	3-10 (Fall & Spring)

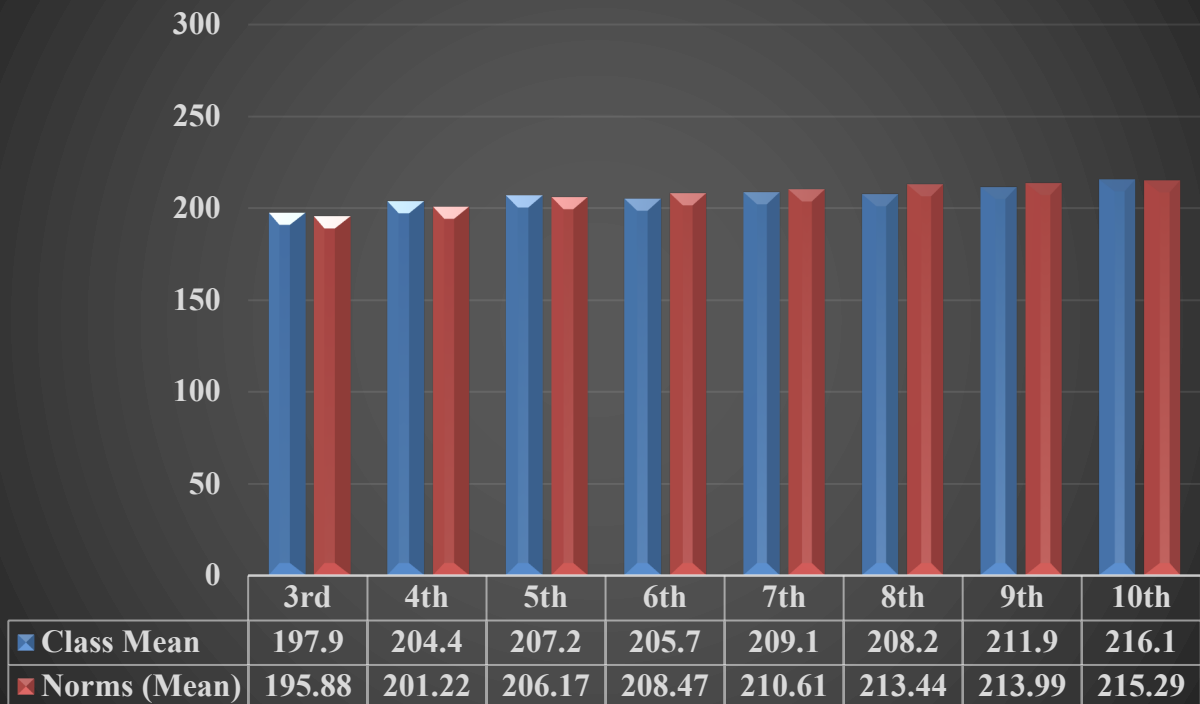
MEASURE OF ACADEMIC PROGRESS (MAP) Class Mean (RIT Score) By Grade/Subject Area Spring 2021 Assessments



MAP - Mathematics



MAP - Science



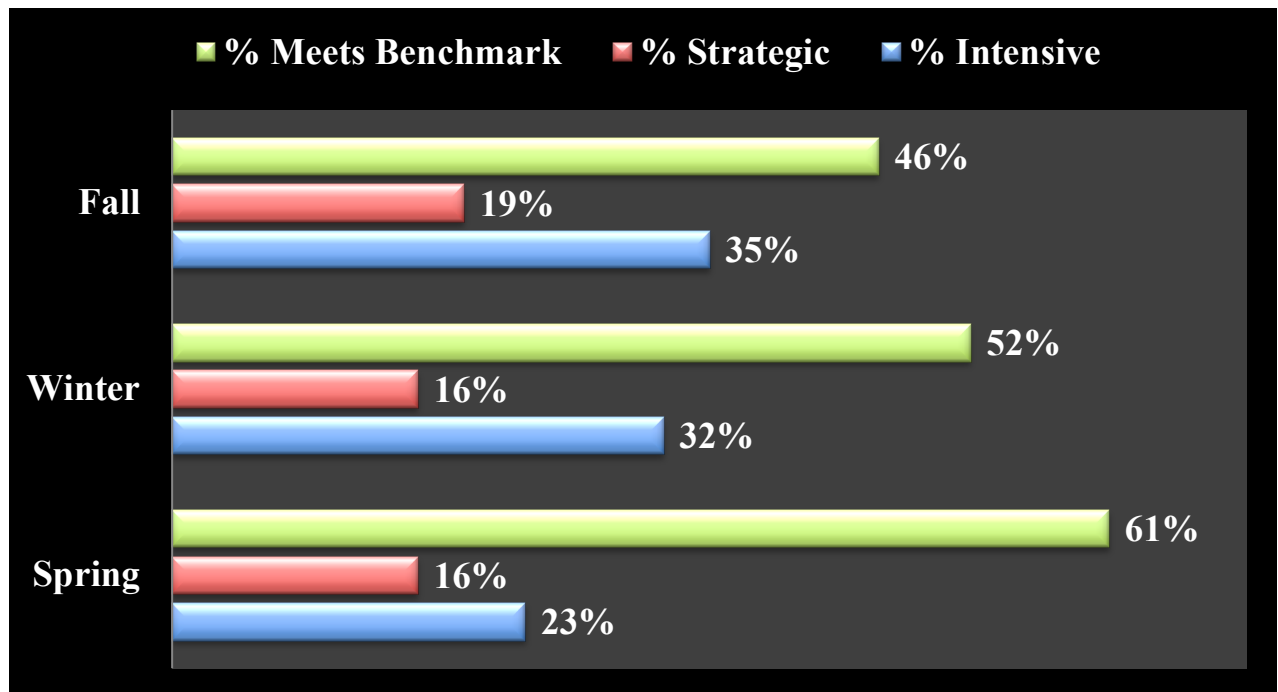
DYNAMIC INDICATORS OF BASIC EARLY LITERACY SKILLS

The universal screener that we utilize in our district is called Dynamic Indicators of Basic Early Literacy Skills or DIBELS. DIBELS is a set of measures for assessing the acquisition of early literacy skills from kindergarten through sixth grade. These assessments are designed to be short, one-minute fluency measures used to regularly monitor the development of early literacy skills. The DIBELS assessments are comprised of seven measures to function as indicators of phonemic awareness, alphabetic principle, accuracy and fluency with connected text, reading comprehension, and vocabulary.

DIBELS SCORES (K-6 GRADE)

Percentage of Students Proficient by Indicators

<i>Date</i>	# of students	Meets Benchmark (At Grade Level)	Strategic (Below Benchmark)	Intensive (Well Below Benchmark)
<i>Fall 2020</i>	170	46%	19%	35%
<i>Winter 2020</i>	171	52%	16%	32%
<i>Spring 2021</i>	173	61%	16%	23%



2020-2021 BUDGET INFORMATION

Southern Public Schools continues to operate a fiscally responsible budget with very little state aid. Over the past five years, Southern has reduced the district’s mill levy by over 1.42 cents, Southern has decreased the district’s property tax request by \$371,206 or by (8.72%), and Southern’s valuation has decreased by around \$29 million or by (7.59%). Southern continues to have one of the lowest cost per pupil (student) in the Pioneer Conference and amongst school districts that are similar in size across Nebraska. Southern Public Schools continues to provide a high-quality education at an economical cost to district patrons.

5-YEAR MILL LEVY COMPARISON



5-YEAR MILL LEVY COMPARISON
Based on Home Values

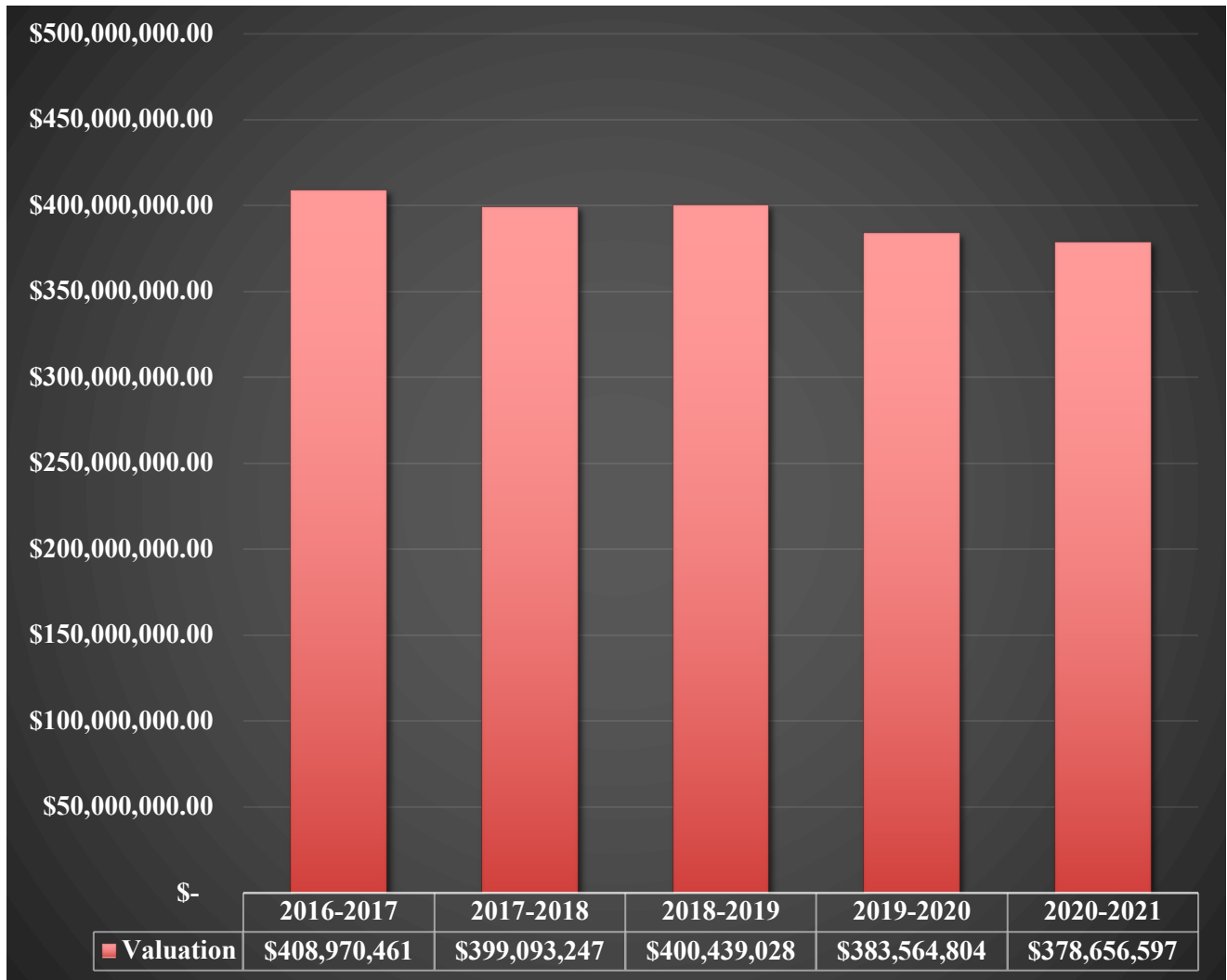
<i>Tax Year</i>	Total Mill Levy	Home Value	Taxes Paid (Per Month)	Taxes Paid (Per Year)
<i>2016</i>	1.0942	\$100,000	\$91	\$1,092
		\$200,000	\$182	\$2,184
		\$300,000	\$273	\$3,276
<i>2017</i>	1.0949	\$100,000	\$91	\$1,094
		\$200,000	\$182	\$2,188
		\$300,000	\$273	\$3,282
<i>2018</i>	1.0800	\$100,000	\$90	\$1,080
		\$200,000	\$180	\$2,160
		\$300,000	\$270	\$3,240
<i>2019</i>	1.0800	\$100,000	\$90	\$1,080
		\$200,000	\$180	\$2,160
		\$300,000	\$270	\$3,240
<i>2020</i>	1.0800	\$100,000	\$90	\$1,080
		\$200,000	\$180	\$2,160
		\$300,000	\$270	\$3,240

COST PER PUPIL BY AVERAGE DAILY MEMBERSHIP (ADM)
Pioneer Conference Comparison (2019-2020)

<i>District</i>	Rank (244 Districts Total)	Per Pupil Spending (ADM)
<i>Johnson-Brock</i>	33	\$12,922
<i>Pawnee City</i>	90	\$16,531
<i>Southern</i>	102	\$17,221
<i>Tri County</i>	125	\$18,183
<i>Friend</i>	152	\$19,437
<i>Sterling</i>	154	\$19,558
<i>Diller-Odell</i>	188	\$21,460
<i>Lewiston</i>	190	\$21,597
<i>HTRS</i>	221	\$26,085
<i>FCSH</i>	N/A	N/A
<i>NCL</i>	N/A	N/A

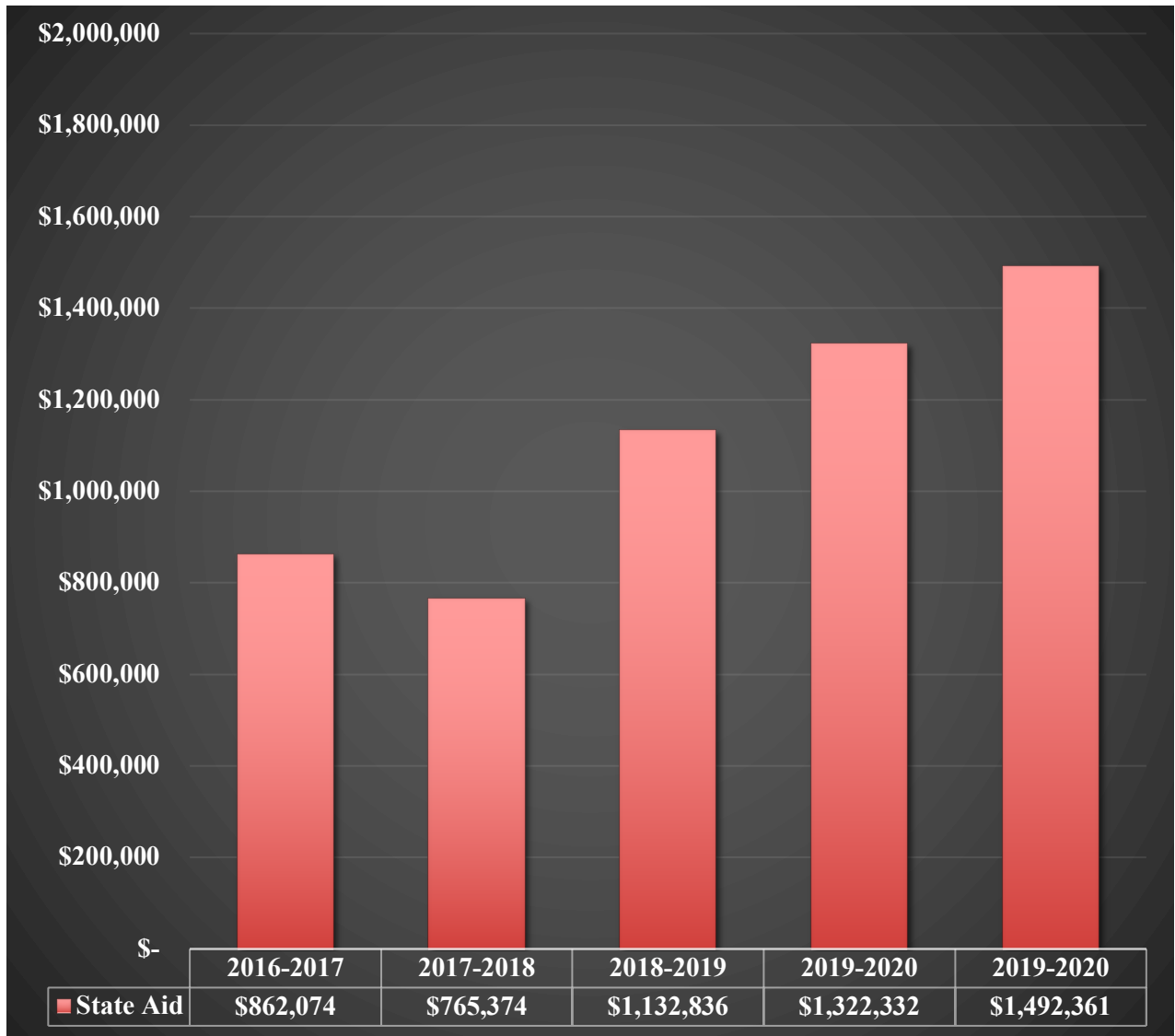
Please Note: The 2020-2021 cost per pupil by average daily membership is not available at this time.

5-YEAR VALUATION COMPARISON



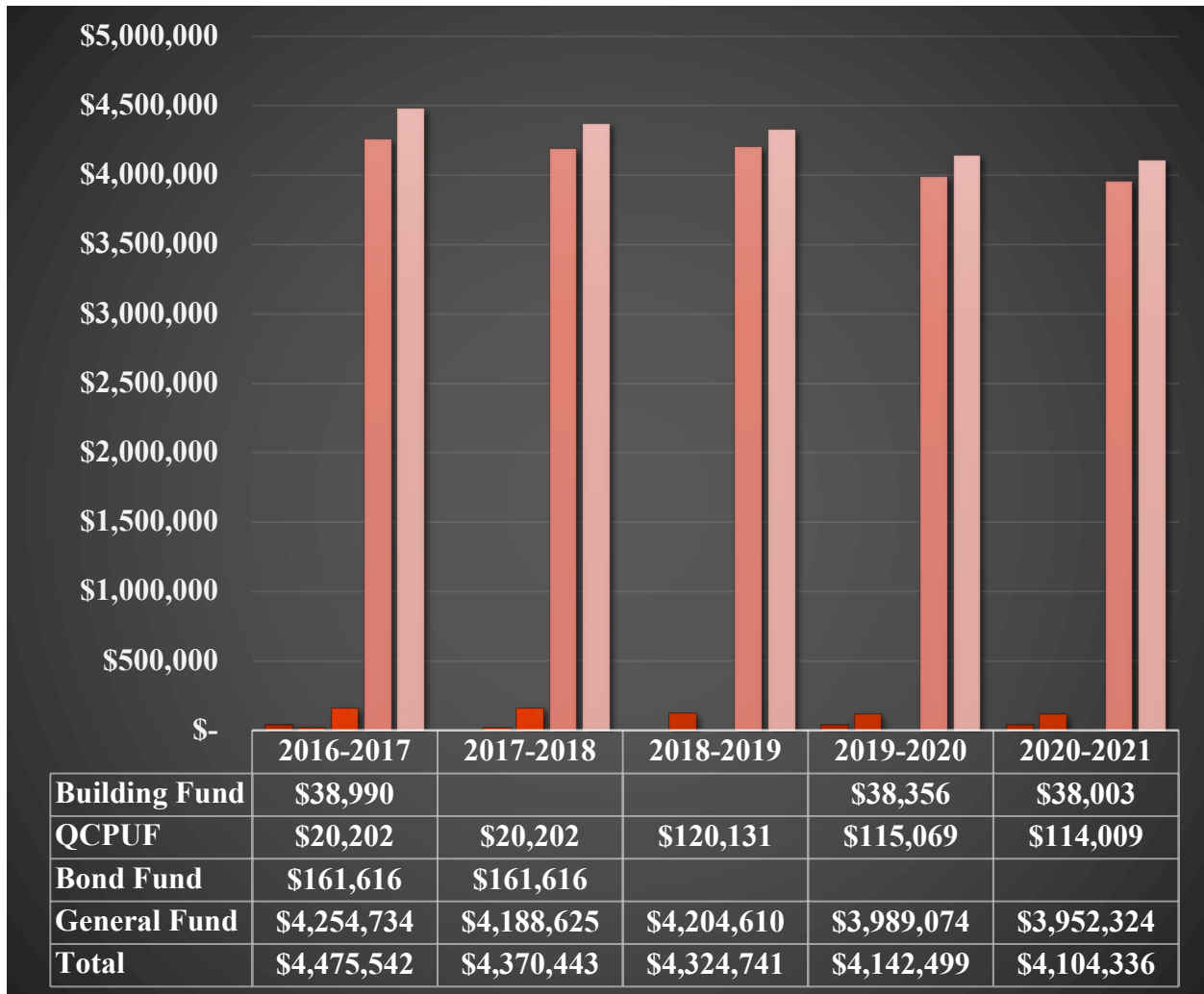
<i>Tax Year</i>	Gage County Valuation	% Change (Prior Year)	Pawnee County Valuation	% Change (Prior Year)	Overall Valuation	% Change (Prior Year)	\$ Change (Prior Year)
2016	\$407,602,041	6.70%	\$1,368,420	0.32%	\$408,970,461	6.68%	\$25,617,217
2017	\$397,650,142	(2.44%)	\$1,443,105	5.45%	\$399,093,247	(2.42%)	(\$9,877,214)
2018	\$399,062,663	0.00%	\$1,376,365	(4.84%)	\$400,439,028	0.00%	\$1,345,781
2019	\$382,188,694	(4.23%)	\$1,376,110	(0.00%)	\$383,564,804	(4.21%)	(\$16,874,224)
2020	\$378,656,597	(.92%)	\$1,374,630	(0.11%)	\$380,031,227	(0.92%)	(\$3,533,577)

5-YEAR STATE AID COMPARISON



<i>School Year</i>	State Aid (Allotment)	% Change (Prior Year)	\$ Change (Prior Year)
2016-2017	\$862,074	(59.83%)	(\$515,813)
2017-2018	\$765,374	(11.22%)	(\$96,700)
2018-2019	\$1,132,836	48.01%	\$367,462
2018-2019	\$1,322,332	16.72%	\$189,496
2020-2021	\$1,492,361	12.85%	\$170,029

5-YEAR PROPERTY TAX REQUEST COMPARISON



Tax Year	Local Property Tax Request	% Change (Prior Year)	\$ Change (Prior Year)
<i>2016-2017</i>	\$4,475,542	9.40%	\$384,630
<i>2017-2018</i>	\$4,370,443	(2.35%)	(\$105,099)
<i>2018-2019</i>	\$4,324,741	(1.05%)	(\$45,702)
<i>2019-2020</i>	\$4,142,499	(4.39%)	(\$182,242)
<i>2020-2021</i>	\$4,104,336	(0.93%)	(\$38,163)

Please feel free to contact me with any questions that you might have regarding the 2020-2021 Annual Report.

Dr. Christopher Prososki
Superintendent

January 5, 2022

First day a person may file for office to have their name placed on the ballot as a candidate at the 2018 election. (§32-606)

January 30, 2022

Last day for political subdivisions [the school board] to notify the Secretary of State, County Clerks or Election Commissioners of offices to be filled, terms, vacancies, votes to cast, and filing deadlines for each office. (§32-404 and §32-601)

February 15, 2022

Last day for **incumbents** (any current office holder) to file for office on the primary ballot. (§32-606)

March 1, 2022

Last day for **non-incumbents** (new filers) to file for office on primary election. (§32-606)

May 10, 2022

Statewide Primary Election (§32-401)

June 15, 2022

ESUs holding elections in conjunction with the statewide general election must notify the Secretary of State, County Clerks or Election Commissioners of offices to be filled, terms, vacancies, votes to cast, and filing deadlines for each office. (§32-404 and §32-601)

July 15, 2022

Last day for **incumbents** (any current office holder) not on the Primary Ballot to file. (§32-606) Educational Service Unit Board Members; Class II Schools.

August 1, 2022

Last day for **non-incumbents** (new filers) to file for office. (§32-606) Educational Service Unit Board Members; Class II Schools.

November 8, 2022

Statewide General Election

For more information, please contact:

NASB Board Leadership Department at 1.800.422.4572

Marcia Herring, Director Board Leadership

Tori Pierce, Board Leadership Associate

Kari Stephens, Board Leadership Associate

Katie Coble, Board Leadership Associate

How to Find and Recruit

Qualified Board Candidates

Be a Great Board

Great boards attract great people. Highly qualified candidates will want to serve on boards that function well and focus on clarifying the district purpose, direction, and goals, and monitoring district performance.

Identify Gaps in Your Board

What attributes are present in your current board members? What attributes are needed to achieve your objectives? What skills will leave with your departing board members? Try to identify individuals who are likely to provide the skills and attributes that will fill those gaps.

Diversify

Does the composition of your board reflect the community it represents? New voices and perspectives can make valuable contributions to the board and your district. Consider diversifying by age, geography, socio-economics, education level, and ethnicity.

Think Broadly

Your next great board member might come from:

Citizen work groups or advisory committees

Donors or strong financial supporters

Local business owners

School Volunteers

Members of volunteer/service organizations

Staff of other education institutions

Members of multicultural organizations

Members of local religious organizations

Alumni

Identify People Who Care

People who care deeply about the district's mission are more likely to make the required, significant investment of their time.

Get Them to Come to You

Let the community know about upcoming vacancies and create opportunities to learn about board service by:

*Advertising mid-term vacancies and retiring terms.

*Holding information days where others can learn about board service.

Preparing talking points for board member presentations to local clubs and events.

***Property Tax Request Comparison
Gage County 2016-2021***

	2016-2017	2017-2018	2018-2019	2019-2020	2021-2022	% Change	\$ Change
Beatrice	\$12,718,950	\$13,296,282	\$13,212,027	\$13,453,694	\$13,423,176	5.54%	\$704,226
Diller-Odell	\$4,128,236	\$4,120,639	\$4,376,127	\$4,383,955	\$4,368,515	5.82%	\$240,279
Freeman	\$4,860,480	\$4,867,345	\$4,871,883	\$4,930,631	\$5,192,086	6.82%	\$331,606
Southern	\$4,475,837	\$4,370,630	\$4,324,765	\$4,142,380	\$4,104,314	(9.05%)	(\$371,523)

Gage County

Statement of State Aid Allocated to
Certain Local Subdivisions Within the County
for Fiscal Year 2016-2017

	Total Property Taxes Levied in 2016	State Aid Fiscal Year 2016-2017 ¹
Gage County		
Gage County	\$9,300,060.62	\$2,467,574.86
City-Village		
Adams	191,417.34	68,438.22
Barneston	17,545.95	28,983.15
Beatrice	2,325,124.81	2,011,351.39
Blue Springs	29,338.81	87,386.98
Clatonia	35,427.72	41,559.11
Cortland	95,810.93	64,057.52
Filley	21,278.00	25,651.63
Liberty	4,983.72	24,909.80
Odell	35,346.88	59,257.49
Pickrell	41,667.96	27,221.65
Virginia	12,002.31	13,657.90
Wymore	268,743.17	378,905.61
Totals	3,078,687.60	2,831,380.45
School Districts		
Beatrice 15	12,718,950.49	7,546,767.94
Crete 2 ² (Saline Co.)	0.00	0.00
Daniel Freeman 34 ²	4,860,480.65	795,925.34
Diller-Odell 100 ²	4,128,236.75	207,511.87
Lewiston		
Consolidated 69 ² (Pawnee Co.)	0.00	0.00
Norris 160 ² (Lancaster Co.)	0.00	0.00
Southern 1 ²	4,475,837.18	1,410,548.42
Tri-County 300 ² (Jefferson Co.)	0.00	0.00
Wilber-Clatonia 82 ² (Saline Co.)	0.00	0.00
Totals	26,183,505.07 ³	9,960,753.57

¹The amount of state funds shown above would have been additional property taxes if not allocated to the county, city, village, and school district by the Legislature. (Neb. Rev. Stat. § 77-1704.01)

²This local subdivision overlaps into another county. The amounts of total property taxes and state aid for the subdivision are the total amounts for the local subdivision, and not just the portion in this county. To avoid double counting, these totals are only shown in the county where the local subdivision is considered headquartered. If there are zero dollars shown, the subdivision is headquartered in the county shown in parentheses.

³Total property taxes levied for school districts includes amounts levied to retire bonded indebtedness.

Gage County

Statement of State Aid Allocated to
Certain Local Subdivisions Within the County
for Fiscal Year 2017-2018

	Total Property Taxes Levied in 2017	State Aid Fiscal Year 2017-2018 ¹
Gage County		
Gage County	\$9,610,896.99	\$2,593,707.46
City Village		
Adams	285,527.98	72,269.17
Barneston	17,543.18	30,684.85
Beatrice	2,532,016.88	2,125,460.38
Blue Springs	29,444.33	91,624.36
Clatonia	36,058.75	44,376.56
Cortland	97,360.96	67,682.79
Filley	21,568.99	27,225.20
Liberty	5,729.03	26,121.29
Odell	34,992.85	63,405.80
Pickrell	43,073.03	29,112.52
Virginia	12,227.69	14,416.79
Wymore	270,177.51	399,087.48
Totals	3,385,721.18	2,991,467.19
School Districts		
Beatrice 15	13,296,282.63	7,490,129.51
Crete 2 ² (Saline Co.)	0.00	0.00
Daniel Freeman 34 ²	4,867,345.74	951,457.37
Diller Odell 100 ²	4,120,639.79	198,295.06
Lewiston Consolidated		
69 ² (Pawnee Co.)	0.00	0.00
Norris 1602 (Lancaster Co.)	0.00	0.00
Southern 1 ²	4,370,630.73	1,291,964.65
Tri-County 300 ² (Jefferson Co.)	0.00	0.00
Wilber-Clatonia 82 ² (Saline Co.)	0.00	0.00
Totals ³	26,654,898.89	9,931,846.59

¹The amount of state funds shown above (in the State Aid column) would have been additional property taxes if not allocated to the county, city, village, and school district by the Legislature (Neb. Rev. Stat. § 77-1704.01).

²This local subdivision overlaps into another county. The amounts of total property taxes and state aid for the subdivision are the total amounts for the local subdivision and not just the portion in this county. To avoid double counting, these totals are only shown in the county where the local subdivision is considered headquartered. If there are zero dollars shown, the subdivision is headquartered in the county shown in parentheses.

³Total property taxes levied for school districts includes amounts levied to retire bonded indebtedness.

Gage County

**Statement of State Aid Allocated to
Certain Local Subdivisions Within the County
for Fiscal Year 2018-2019**

	Total Property Taxes Levied in 2018	State Aid Fiscal Year 2018-2019¹
Gage County		
Gage County.....	\$13,588,021.61	\$2,731,221.96
City Village		
Adams	294,362.13	74,558.90
Barneston.....	17,684.42	32,625.27
Beatrice	2,638,755.33	2,141,787.03
Blue Springs	29,835.94	96,369.94
Clatonia	35,940.41	46,706.76
Cortland.....	101,065.07	71,175.41
Filley.....	21,743.92	28,683.67
Liberty.....	5,715.89	26,957.77
Odell.....	35,866.70	67,501.22
Pickrell.....	48,354.15	31,451.75
Virginia.....	12,076.08	15,280.22
Wymore	279,159.83	415,354.39
Totals.....	3,520,559.87	3,048,452.33
School Districts		
Beatrice 15	13,212,027.15	7,084,797.18
Crete 2 ² (Saline Co.).....	0.00	0.00
Daniel Freeman 34 ²	4,871,883.13	1,043,700.08
Diller-Odell 100 ²	4,376,127.33	295,037.20
Lewiston Consolidated 69 ² (Pawnee Co.).....	0.00	0.00
Norris 160 ² (Lancaster Co.).....	0.00	0.00
Southern 1².....	4,324,765.71	1,604,994.53
Tri County 300 ² (Jefferson Co.).....	0.00	0.00
Wilber Clatonia 82 ² (Saline Co.).....	0.00	0.00
Totals ³	\$26,784,803.32	\$10,028,528.99

¹The amount of state funds shown above (in the State Aid column) would have been additional property taxes if not allocated to the county, city, village, and school district by the Legislature (Neb. Rev. Stat. § 77-1704.01).

²This local subdivision overlaps into another county. The amounts of total property taxes and state aid for the subdivision are the total amounts for the local subdivision and not just the portion in this county. To avoid double counting, these totals are only shown in the county where the local subdivision is considered headquartered. If there are zero dollars shown, the subdivision is headquartered in the county shown in parentheses.

³Total property taxes levied for school districts includes amounts levied to retire bonded indebtedness.

Gage County

**Statement of State Aid Allocated to
Certain Local Subdivisions Within the County
for Fiscal Year 2019-2020**

	Total Property Taxes Levied in 2019	State Aid Fiscal Year 2019-2020¹
Gage County		
Gage County.....	\$13,318,993.49	\$2,993,120.27
City - Village		
Adams	330,906.23	80,126.68
Barneston.....	17,696.73	34,395.71
Beatrice	2,785,191.45	2,400,988.10
Blue Springs	30,328.94	101,067.52
Clatonia	39,274.25	49,895.34
Cortland.....	104,064.86	76,716.44
Filley.....	22,110.98	29,979.39
Liberty.....	5,630.67	28,510.76
Odell.....	37,510.44	70,765.96
Pickrell.....	51,181.87	33,444.16
Virginia.....	18,848.99	16,513.58
Wymore	285,717.84	444,437.67
Totals.....	3,728,463.25	3,366,841.31
School Districts		
Beatrice 15	13,453,694.33	8,044,094.42
Crete 2 ² (Saline Co.).....	0.00	0.00
Daniel Freeman 34 ²	4,930,631.41	1,162,597.26
Diller-Odell 100 ²	4,383,955.17	423,706.99
Lewiston Consolidated 69 ² (Pawnee Co.).....	0.00	0.00
Norris 160 ² (Lancaster Co.).....	0.00	0.00
Southern 1².....	4,142,380.27	1,754,136.46
Tri-County 300 ² (Jefferson Co.).....	0.00	0.00
Wilber-Clatonia 82 ² (Saline Co.).....	0.00	0.00
Totals ³	26,910,661.18	11,384,535.13

¹The amount of state funds shown above (in the State Aid column) would have been additional property taxes if not allocated to the county, city, village, and school district by the Legislature (Neb. Rev. Stat. § 77-1704.01).

²This local subdivision overlaps into another county. The amounts of total property taxes and state aid for the subdivision are the total amounts for the local subdivision and not just the portion in this county. To avoid double counting, these totals are only shown in the county where the local subdivision is considered headquartered. If there are zero dollars shown, the subdivision is headquartered in the county shown in parentheses.

³Total property taxes levied for school districts includes amounts levied to retire bonded indebtedness.

Gage County

**Statement of State Aid Allocated to
Certain Local Subdivisions Within the County
for Fiscal Year 2020-2021**

	Total Property Taxes Levied in 2020	State Aid Fiscal Year 2020-2021¹
Gage County		
Gage County.....	\$12,204,788.48	\$3,313,161.47
City - Village		
Adams	366,017.85	83,234.36
Barneston	17,676.63	35,125.93
Beatrice	2,788,261.16	2,504,079.41
Blue Springs	31,410.72	104,499.73
Clatonia	41,051.18	50,138.95
Cortland.....	106,885.17	78,317.33
Filley.....	23,763.99	31,597.44
Liberty.....	5,520.62	29,596.59
Odell.....	38,686.70	73,719.12
Pickrell.....	51,445.70	33,574.52
Virginia.....	18,824.49	14,525.52
Wymore	303,120.00	459,126.99
Totals.....	3,792,664.21	3,497,535.89
School Districts		
Beatrice 15	13,423,176.72	8,410,569.97
Crete 2 ² (Saline Co.).....	0.00	0.00
Daniel Freeman 34 ²	5,192,086.89	870,897.96
Diller Odell 100 ²	4,368,515.26	405,638.02
Lewiston Consolidated 69 ² (Pawnee Co.).....	0.00	0.00
Norris 160 ² (Lancaster Co.).....	0.00	0.00
Southern 1 ²	4,104,314.33	1,890,050.56
Tri County 300 ² (Jefferson Co.).....	0.00	0.00
Wilber Clatonia 82 ² (Saline Co.).....	0.00	0.00
Totals ³	27,088,093.20	11,577,156.51

¹The amount of state funds shown above (in the State Aid column) would have been additional property taxes if not allocated to the county, city, village, and school district by the Legislature (Neb. Rev. Stat. § 77-1704.01).

²This local subdivision overlaps into another county. The amounts of total property taxes and state aid for the subdivision are the total amounts for the local subdivision and not just the portion in this county. To avoid double counting, these totals are only shown in the county where the local subdivision is considered headquartered. If there are zero dollars shown, the subdivision is headquartered in the county shown in parentheses.

³Total property taxes levied for school districts includes amounts levied to retire bonded indebtedness.



School Funding Proposal 2022

Updated November 2021

Big Wins



- If the funding proposal was in place in **21-22**, it could have reduced the property tax asking of Public Schools by **\$715M** based on the actual fiscal needs of school districts.
- 100% of schools receive Educational Stabilization Base Aid and Allocated Income Tax as resources.
- 238 Districts saw an increase in their state aid and a decrease in their property tax asking.
- The proposal has the potential to generate an additional revenue source, worth at least \$176,000,000 based on 2020.

Funding Proposal



- TEEOSA IS USED TO CALCULATE NEEDS, BUDGET AUTHORITY, & TOTAL AUTHORITY
- FUNDING IS BROKEN DOWN INTO FIVE PARTS
 - EDUCATION STABILIZATION BASE AID (ESBA)
 - LOCAL PROPERTY TAX (LER)
 - ALLOCATED INCOME TAX FUND (AITF)
 - OTHER ACTUAL RECEIPTS (OAR)
 - EQUALIZATION AID
- FORMULA STUDENTS PK-12 IS USED AS A “COMPONENT” OF FUNDING
- TOTAL STATE AND LOCAL SPENDING AUTHORITY/TOTAL REVENUE/ADJUSTING
- GENERAL FUND TAXATION IS NOW SEPARATE FROM OTHER TAXING COMPONENTS
 - SPECIAL BUILDING FUND & QCPUF
 - GENERAL FUND
 - BOND FUND

Education Stabilization Base Aid (ESBA)

- ESBA is dedicated funds equal to what a \$0.005 (half-cent) sales tax would generate and is matched by the State of Nebraska. (by formula)
- Every public school receives ESBA as the #1 funding component by taking their total formula students PK-12 multiplied by the per student amount calculated above.
- Funds are placed in a Reserve/Trust Fund so when the calculation grows higher than a certain percentage/amount it can be used to offset funding a funding shortfall.
- To calculate the per student amount you take the prior year's taxable sales collected from the half-cent sales tax plus the match by the State of Nebraska and divide by the number of PK-12 formula students from across the state.
- Example: 2020 Taxable Revenue of \$35,234,208,367 x .005 = \$176,171,042 x 2 (Match) = \$352,342,084 for ESBA. Divide by 324,176 PK-12 Total Membership for \$1,087 per student. (Rounded to \$1,100)

Local Effort Rate (LER)



- Funding component #2 is the local effort rate of the District at \$0.75
- LER is calculated by taking the prior year's valuation multiplied by \$0.75 levy.
- The LER is variable, however the \$0.75 was chosen as the greatest balance for this proposal.
- The General Fund levy lid is moved to \$0.95

Allocated Income Tax Fund (AITF)



- Currently used as a resource in TEEOSA
 - At 2.23% currently
 - Original legislation used 20% - this proposal restores the original percentage from 1992
- Is the #3 component of school funding in the proposal
- 100% of school districts receive an increase in this funding source
- Allocated Income Tax \$454,170,000 (Difference moving from 2.23% to 20% is a tax shift of \$403,530,045)



Other Actual Receipts (OAR)

- Other receipts used in this proposal as resources in the formula
 - Impact Aid (or Similar)
 - Transportation Receipts
 - Special Education Receipts
 - Wards of State
 - Accelerated and Differentiated Curriculum Programs
 - Tuition From Other School Districts
- Count as total resources before equalization



Equalization Aid

- Is awarded to each school district who did not reach their full funding of their “Needs” through components 1, 2, 3, and 4.
- Equalization Aid is calculated as follows:
 - $\text{TEEOSA Needs} - (\text{ESBA} + \text{LER} + \text{AITF} + \text{OAR}) = \text{Equalization Aid}$
- Not all districts will receive equalization aid of the 244
 - 148 Yes (21-22 NDE Data shows 87 under current formula (+61))
 - 96 No



Total Authority, Other Receipts, and Adjusted Aid

Total State and Local Spending Authority is calculated using Budget Authority, State (Statute) Exclusions, and SPED. Total SLSA is published to the public and is used to calculate what your levy would be for this amount. This will appear in the Tax and Budget Hearing documents.

Your revenue (five components) that meet TEEOSA needs are now added to your additional revenue receipts. Additional Revenue Receipts include: Public power sales tax, fines and license fees, interest on investments, non-categorical, apportionment, motor vehicle, pro-rata license fees, nameplate capacity, and other miscellaneous state tax receipts. Non-categorical federal receipts and the medicare catastrophic coverage act were removed.



Total Authority, Other Receipts, and Adjusted Aid

If your total revenue (Total State Aid + LER + Additional Revenue Receipts), exceeds your total SLSA then your Equalization Aid is adjusted down to have total revenue equal total authority. The concept is that State Aid and LER are used to fund needs and other receipts are to fund the difference between needs and total authority.

Final Numbers - Model



- 238 Districts saw an increase in their state aid
- **Revenue Breakdown (Based on Actual Levy Data, 21-22)**
 - Estimated 50/50 Split in State/Local Resources
 - Total Cost of \$1,759,035,753 in State Funding
 - **Increase of \$715 M over current model** (Additional Revenue Needed = Property Tax Savings)
- **6 Districts**
 - Hold Harmless from State would compensate Districts for loss of state aid
 - Received less state aid in New Model vs. Current Mode



Levy and Funds

- General Fund
 - Lid to \$.95, instead of \$1.05
 - Annual Operating Expenses
- Special Building Fund
 - Lid \$0.10, separate taxation item
 - Over-ride to \$0.15 with super majority vote of the Board for specific capital improvement projects (renovation, addition, or new construction) or land acquisition
 - QCPUF payment is calculated in this fund
- Bond Fund - No Changes



In Summary

- **What happened to other funding calculations like net option?** What you see is how it's funded, simple and equitable, all calculations the same for every district in the State.
- **How will ESBA and Budget Authority grow?** Using BAGR at 2.5%.
- **Can it be fully implemented in 22-23?** Most likely not, it should be considered as a two year implementation for fiscal reasons.
- **How long does hold harmless take effect?** Only during the initial implementation years (one to two years depending on the plan).
- **How to we keep TEEOSA current moving forward?** The proposal includes a report by the Education Committee every four years on the effectiveness of the funding model.

Southern Public Schools

2022-2023 District Calendar

July—2022

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August—2022

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	[18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September—2022

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	<u>29</u>	<u>30</u>	

October—2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14]	15
16	[17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November—2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December—2022

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	<u>20</u>	21	22	23	24
25	26	27	28	29	30	31

Note: Any/all mechanical or weather related loss of school time will be made up at the discretion of the Board of Education and/or the Superintendent.

Student Instructional Days **174**
Teacher Contract Days **182**

August—2022

- 15-17 Teacher In-Service (No School)
- 18 First Day of Classes

September—2022

- 5 Labor Day (No School)
- 29 Early Dismissal (1:20/1:30 p.m.)
Parent Teacher Conferences (3:00 p.m. – 8:00 p.m.)
- 30 Fall Break (No School)

October—2022

- 10 Teacher In-Service (No School)
- 14 End of First Quarter (39 Days)
- 17 Second Quarter Begins
- 28 Teacher In-Service (No School)

November—2022

- 6 Standard Time Begins
- 23-25 Thanksgiving Break (No School)

December—2022

- 20 End of Second Quarter (43Days)
Early Dismissal (1:20/1:30 p.m.)
- 21-31 Winter Break (No School)

January—2023

- 1-3 Winter Break (No School)
- 4 Teacher In-Service (No School)
- 5 First Day of Third Quarter

February—2023

- 9 Early Dismissal (1:20/1:30 p.m.)
Parent Teacher Conferences (3:00 p.m. – 8:00 p.m.)
- 10 Teacher In-Service (No School)

March—2023

- 3 Spring Break (No School)
- 9 End of Third Quarter (44 Days)
- 10 Spring Break (No School)
- 12 Daylight Savings Begins
- 13 Fourth Quarter Begins

April—2023

- 7-10 Spring Break (No School)

May—2023

- 5 Last Day for Seniors
- 13 Graduation (5:00 p.m.)
- 19 Early Dismissal (1:20/1:30 p.m.)
End of Fourth Quarter (48 Days)
- 22 Teacher In-Service (No School)

January—2023

S	M	T	W	T	F	S
1	2	3	4	[5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February—2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	<u>9</u>	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March—2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9]	10	11
12	[13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April—2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May—2023

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	<u>19</u>	20
21	22	23	24	25	26	27
28	29	30	31			

June—2023

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Key: Blue Font (Single Underline) = Late Start or Early Dismissal
Red Font = Holidays/Non-Contract Days (No School)
Red Font (Strikethrough) = Teacher In-Service (No School)
[] = First/Last Day of the Quarter

Southern Public Schools

2022-2023 Preschool Calendar

July—2022

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August—2022

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	[18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September—2022

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	<u>29</u>	<u>30</u>	

October—2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	[17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November—2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December—2022

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	<u>20</u>	21	22	23	24
25	26	27	28	29	30	31

August—2022

- 15-17 Teacher In-Service (No School)
- 18 First Day of Classes

September—2022

- 5 Labor Day (No School)
- 29 Early Dismissal (1:20/1:30 p.m.)
- Parent Teacher Conferences (3:00 p.m. – 8:00 p.m.)

October—2022

- 10 Teacher In-Service (No School)
- 13 End of First Quarter (32 Days)
- 17 Second Quarter Begins

November—2022

- 6 Standard Time Begins
- 23-25 Thanksgiving Break (No School)

December—2022

- 20 End of Second Quarter (36Days)
- Early Dismissal (1:20/1:30 p.m.)
- 21-31 Winter Break (No School)

January—2023

- 1-3 Winter Break (No School)
- 4 Teacher In-Service (No School)
- 5 First Day of Third Quarter

February—2023

- 9 Early Dismissal (1:20/1:30 p.m.)
- Parent Teacher Conferences (3:00 p.m. – 8:00 p.m.)

March—2023

- 9 End of Third Quarter (38 Days)
- 12 Daylight Savings Begins
- 13 Fourth Quarter Begins

April—2023

- 10 Spring Break (No School)

May—2023

- 18 End of Fourth Quarter (39 Days)
- 22 Teacher In-Service (No School)

January—2023

S	M	T	W	T	F	S
1	2	3	4	[5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February—2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	<u>9</u>	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March—2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	[13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April—2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May—2023

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June—2023

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Note: Any/all mechanical or weather related loss of school time will be made up at the discretion of the Board of Education and/or the Superintendent.
 Student Instructional Days **145**
 Teacher Contract Days **182**

Key: Blue Font (Single Underline) = Late Start or Early Dismissal
 Red Font = Holidays/Non-Contract Days (No School)
 Red Font (Strikethrough) = Teacher In-Service (No School)
 [] = First/Last Day of the Quarter

2009
Public Participation at Board Meetings

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

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

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

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, 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.

Adopted on: 7-9-2018
Revised on: 12-13-2021
Reviewed on: 2-10-2020

4063

Extra Duty and Extended Contract Assignments for Certificated Staff

This policy details the methods of payment for performance of extra duty and extended contract assignments by certificated staff members. Noncertificated staff should refer to their individual employment contracts regarding service hours and payment for extracurricular sponsorship activities which may be assigned to the employee by the district.

Extra Duty Assignments

Certificated staff members may be assigned extra duties such as coaching a sport, sponsoring a student club, or directing other extracurricular activities. Extra duty assignments shall be assigned at the discretion of the administration.

Full time certificated staff who are anticipated to work more than 1100 hours each school year are expected to work additional hours each month of the contract year in fulfillment of their extra duty assignments. Part-time certificated staff who are anticipated to spend fewer than 1100 hours in their regular teaching assignments each school year must track the hours they spend on extra duty assignments and submit those hours to the district bookkeeper monthly.

Certificated staff covered by the collective bargaining agreement between the board and the local education association will be paid the salary amounts set in that contract for performance of their extra duties.

Subject to the other provisions of this policy, certificated employees assigned to extra duty assignments shall be paid in 12 equal installments beginning with the first regular pay period of the contract year in which the services will be rendered. The payment for exempt employees assigned extra duty sponsorship duties after the beginning of their contract for a given school year shall be distributed evenly across the remaining pay periods for the school year beginning with the first pay period following the assignment.

Certificated employees who are assigned extra duties will be informed of that assignment in an assignment letter.

In addition to their regular teaching duties, teachers with extra duty will render service hours toward the performance of each of their extra duty assignments throughout the entirety of the contract year. This time should include tasks such as: continuously reviewing best practices for coaching/sponsoring your extra duty; determining any off-season professional

development or meetings which you should attend; determining any pre-season or pre-event camps or activities which students should attend; supervising selected pre-season camps or activities; creating records and completing paperwork related to the extra duty; communicating with selected media outlets about the extra duty; training and preparing students prior to the beginning of the competition/activity/event schedule; reviewing or planning the competition/event schedule; studying film, selecting music or scripts, designing sets and costumes, arranging choreography and otherwise preparing for the competition or season; scheduling student meetings and events; actively supervising participating students before, during and after the season/event; study of best practices in sportsmanship and student character growth; and any other identified duties.

In the event a certificated staff member is assigned an extra duty assignment after the beginning of the school year in which the activity occurs, the district will report the extra duty pay and hours to the Nebraska State Retirement System beginning in the month when the teacher undertakes his/her assignment.

In the event a certificated staff member's overall employment and/or extra duty assignment is terminated prior to the end of the school year, he/she will not be paid any remaining amounts for extra duty service and those hours will not be reported to the Nebraska State Retirement System.

Extended Contract Days

If a certificated staff member is assigned extended contract days, that assignment shall be included in his/her individual employment contract with the board of education. Staff shall be compensated for assigned extended contract days at the individual employee's daily contract rate calculated by dividing his/her regular salary by the number of contract days set by the board for all certificated teaching staff.

Unless otherwise directed by the administration, extended contract days shall be completed prior to the first regular duty day for teachers for the impending contract year. Teachers must document their completion of extended contract days on the form provided by the office and submit that form to their direct supervisor at the end of each month.

Payment for Extended Contract Days

Teachers assigned to extended contract days shall be paid for that assignment in 12 equal installments beginning with the first regular pay day of the contract year in which the services are rendered.

Adopted on: 12-13-2021

Revised on: _____

Reviewed on: _____

6004 Curriculum Development

The board of education jealously guards its right, prerogative, and discretion to exercise local control of the curriculum development of the district to the greatest extent permitted by state and federal law, and has no intention of ceding such right, prerogative, or discretion.

The superintendent or his/her designee shall be responsible for providing and directing system-wide planning for curriculum, instruction, assessment and staff development.

The curriculum shall be standards-driven and accountability-based. The district's academic content standards shall be those required by the Nebraska State Board of Education in the subject areas of reading and writing (language arts), mathematics, and science only. The curriculum shall be articulated to include all programs and grade levels offered within the district, K-12 and, if applicable, shall include a preschool program. The curriculum shall reflect the comprehensive plan of the school district. All professional staff members are responsible for implementing the curriculum.

The superintendent or his/her designee will present this curriculum to the board for approval or modification.

The superintendent shall be responsible for establishing curriculum guides to articulate and coordinate the written curriculum, and to provide consistency of the written curriculum from one level of the district to the next. Curriculum guides shall provide for the development of the school district's curriculum and shall set academic standards, identify essential educational outcome criteria, and provide for the implementation, monitoring and evaluation of student learning.

Teachers are responsible for following the curriculum guides and teaching the written curriculum. Principals are responsible for monitoring the curriculum and evaluating teachers to ensure that they are teaching in compliance with the curriculum guides and written curriculum. The superintendent and his/her designee shall ensure that principals monitor the curriculum and evaluate teachers.

Curriculum and Textbook Adoption Schedule

The District will review curriculum and adopt associated textbooks on the following schedule.

SCHOOL YEAR	K-12 REVIEW	TEXTBOOK ADOPTION
2022-2023	Foreign Language (7-12) Physical Ed/Health (7-12)	Foreign Language (7-12) Physical Ed/Health (7-12)
2023-2024	None	None
2024-2025	None	None
2025-2026	Mathematics (K-8) Mathematics (9-12 As Needed)	Mathematics (K-8) Mathematics (9-12 As Needed)
2026-2027	English Language Arts/SPED (K-6) English Language Arts (7- 12)	English Language Arts/SPED (K-6) English Language Arts (7- 12)
2027-2028	Social Studies (K-8) Social Studies (9-12 As Needed)	Social Studies (K-8) Social Studies (9-12 As Needed)
2028-2029	Foreign Language Vocational Fine Arts/Music	Foreign Language Vocational Fine Arts/Music
2029-2030	Foreign Language (7-12) Physical Ed/Health (7-12)	Foreign Language (7-12) Physical Ed/Health (7-12)

On Going:

- Accounting & Computers
- Agriculture
- Art
- Business
- Instrumental Music/Vocal Music
- Online Textbooks
- Social-Emotional Learning (SEL)

Adopted on: 2-11-2019

Revised on: 12-13-2021

Reviewed on: _____

6013

Teaching Controversial Issues

The ability to discuss, listen, and dissent are essential elements of responsible citizenship. The school district encourages students to develop skills in analyzing issues, respecting the opinion of others, distinguishing between fact and opinion, considering all pertinent factors in reaching decisions, and arriving at group decisions.

Teachers may teach or lead discussions about controversial issues if they comply with the criteria contained in this policy. Controversial issues may be questions, subjects, or problems which can create a difference of opinion. They can include issues which may have political, social, environmental, or personal impacts on pupils and/or the wider community: locally, nationally or internationally. Often they have no easy answer, in part, because solutions may be based on an individual's personal values and beliefs.

1. The issues discussed must be relevant to the curriculum and be part of a planned educational program.
2. Students must have free access to appropriate materials and information for analysis and evaluation of the issues.
3. The teacher must encourage students to consider and discuss a variety of viewpoints.
4. The topic and materials used must be within the range, knowledge, maturity, and competence of the students.
5. The teacher must inform parents and the building principal before discussing sensitive or controversial issues.
6. The teacher must keep detailed, documentary evidence to prove that both sides and/or all facts available were presented.
7. Teachers must refrain from advocating partisan causes, sectarian religious views, or selfish propaganda of any kind through any classroom or a school device. However, a teacher shall not be prohibited from

expressing a personal opinion as long as the student is encouraged to reach his/her own decision independently.

Teachers who are unsure of their obligations under this policy must confer with their principal prior to discussing controversial issues in the classroom.

Adopted on: 2-11-2019

Revised on: 12-13-2021

Reviewed on: _____

6020 Multicultural Education

In every curriculum area and at all grades, the school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize human relations, sensitivity toward all races, and the rich diversity of the population of the United States. The district's multicultural education curriculum will be consistent with the district's responsibility under state law to ensure that youth are given the opportunity to become competent, responsible, patriotic, and civil citizens. The district's civics curriculum and multicultural curriculum will work together to make students fully aware of the liberties, opportunities, and advantages we possess and the sacrifices and struggles through whose efforts these benefits were gained.

Philosophy, Mission, and Program Goals. The school district respects and appreciates cultural diversity and seeks to promote the understanding of unique cultural and ethnic heritage. The district will promote the development of a culturally responsible and responsive curriculum. The school district's program will explore the attitudes, skills, and knowledge necessary to function in various cultures.

District Guides, Frameworks, or Standards. Appropriate district staff and/or committee(s) will review the school district curriculum guides, frameworks, or standards to determine that they appropriately incorporate multicultural education.

Selecting Appropriate Instructional Materials. Appropriate school district staff and/or committee(s) will review instructional materials and make a recommendation regarding those that are appropriate for the school district's multicultural education program.

Providing Staff Development. Appropriate school district staff and/or committee(s) will review the staff development provided for administrators, teachers, and support staff to determine that it includes appropriate multicultural education that is consistent with school district and program goals.

Periodic Assessment. Appropriate school district staff and/or committee(s) will periodically review the school district's multicultural education program by

reviewing the criteria in this policy to assess whether the school district is adequately and appropriately incorporating multicultural education in all curriculum areas in all grades.

Annual Status Report. The superintendent will provide the board with a report on the status of the school district's multicultural education program annually.

Adopted on: 3-11-2019

Revised on: 12-13-2021

Reviewed on: _____

3019
Sale or Disposal of School Property

In selling school property, whether real or personal, the board of education shall be mindful of its financial obligation to the taxpayers of the school district. The board may sell school property in the manner it deems most appropriate for the particular property (e.g., by taking bids, by auction, or by selling the property for a specified price). The board shall take action at a regular meeting to approve the sale or disposal of property by the statutorily required two-thirds vote of the members before selling or disposing of it.

Adopted on: 8-13-2018

Revised on: _____

Reviewed on: _____

SCHEDULE A - DESCRIPTION OF EQUIPMENT (One form per location)

Exact Equipment Location (Physical Address):

Same as seller: Yes (skip to Loading Information)

Physical Address: 115 S 11th St

City: Wymore

State: NE

Zip Code: 68466-1615

County: Gage

If no physical address: Latitude:

Longitude:

Contact Name at Equipment Location:

Phone: 402-239-9898

Loading Information:

Loading Dock Available: NO

Assist with Loading: Yes - Please Call At Least 24 Hours In Advance

If Yes, is there a loading charge?: \$0

Tracking ID	Item (Brief description: Year, Make, Model)	SN/VIN	If Titled (Exact Name on Title)	Signature per name on Title
GW4783	2002 Ford E450 School Bus	VIN: 1FDWE45F92HB62029		
GW4767	Rockwell 31-710 Disc/Belt Combination Sander	SN: EK 9010		
GW4769	Rockwell 37-220 6" Jointer	SN: EJ1961		
GW4771	Rockwell 46-525 Lathe	SN: EN 171		
GW4781	Bench/Incline Press Weight Machine			
GW4777	Wooden Risers			
GW4773	RBI Scroll Saw & Rockwell Planer			
GW4768	Sears Roebuck 113.21371 15 1/2" Drill Press	SN: 9074.00008		
GW4772	Rockwell 46-525 Lathe	SN: 1610100		
GW4785	Kifco B100 Water Reel	SN: 280087		
GW4766	Delta Bandsaw	SN: 92D23880		
GW4776	Pottery Wheel			
GW4779	ProMaxima P-141 8-Way Neck Exercise Machine			
GW4782	Prospot Home Gym			
GW4774	Belsaw 4500991 Planer-Joiner	SN: 92-E14509-0218		
GW4784	Kifco B100 Water Reel	SN: 280110		
GW4780	ProMaxima P-126 Lateral Raise Machine			
GW4911	Laptop Storage Cabinets W/ Charging Ports			
GW4770	Rockwell 40-306 & 40-440 Scroll Saw	SN: IC5346		
GW4765	2009 Chevrolet Impala Sedan	VIN: 2G1WT57K591165896		
GW4778	ProMaxima P-147 Rotary Cuff Exercise Machine			
GW4775	Delta 34-080 Motorized Mitre Box Saw			

Seller: Southern Public Schools

Date: Fri, Nov 26, 2021 4: 28 AM CST

Printed Name of Legal Seller (as listed on page 1)

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT SOUTHERN PUBLIC SCHOOLS

THIS CONTRACT is made by and between the Board of Education of Southern Public Schools, legally known as Gage County School District 34-0001, and referred to as "the Board" and "the school district" respectively, and to Christopher R. Prosocki, referred to herein as "the Superintendent". The Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of two years beginning on **July 1, 2022** and expiring on **June 30, 2024**. References to "contract year" mean the period from July 1st through June 30th and shall consist of all days except Saturdays, Sundays, legal holidays and school calendar holidays.

Section 2. Renewal, Amendment or Nonrenewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular December board meeting** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular November meeting** of each year of this contract and shall make the renewal of his employment contract an agenda item for the regular **December** board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the **2022-23** contract year shall be \$ **_____**. It shall be paid in 12 equal monthly installments beginning in the month of **July 2022**. The Board shall not reduce the Superintendent'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 of a new contract, requiring a hearing, or extending the term of this contract. This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 4. Professional Status. The Superintendent 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 superintendent of schools 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 Superintendent for any service performed prior to the date that he registers his certificate. The Superintendent 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 5. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent 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 Board at all times and shall perform such administrative duties as the Board assigns to him. By agreement with the Board, 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 6. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. He shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He is responsible for administering the instruction of students and the business affairs of the school district. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 7. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent'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 Superintendent's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent 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. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with his duties under the renewal and evaluation sections of this Agreement shall constitute a material breach of this contract.

Section 8. Disability. If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for more than six (6) months, 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 here under shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the district.

Section 9. Transportation. The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board for district transportation. Provided, the Superintendent shall not be paid for mileage incurred in driving from his residence to the school or from the school to his residence.

Section 10. Fringe Benefits. The board shall provide the Superintendent with the following fringe benefits:

a. Health Insurance. The Board shall provide one hundred percent of a family health/family dental insurance policy that is the same as the Blue Cross/Blue Shield Educator's Health Alliance Insurance coverage provided to members of the Southern Education Association as cash in lieu.

b. Sick Leave. The Superintendent shall be entitled to 12 days of sick leave per year which may accumulate to a total of 50 days pursuant to board policy. The Board will not pay for unused sick leave days. If he qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay.

c. Vacation Leave. The Superintendent shall have twenty (20) vacation days for the 2022-23 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. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the 2021-22 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to twenty (20) days. For example, if he uses 12 days of vacation one

year, the board will provide him with 12 days the following year to bring his total to 20 days. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of his vacation days and shall provide the Board of Education with a report of his accumulated vacation days at least quarterly. The Board may require him to use his vacation days and shall compensate him for unused vacation days upon the conclusion of his employment.

d. Personal Leave. The Superintendent shall have three (3) personal days for the 2022-23 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. After the 2021-2022 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to three (3) days. The Superintendent shall keep complete and accurate records of his personal days and shall provide the Board of Education with a report of his accumulated personal days at least quarterly. The Board may require him to use his personal days and shall compensate him for unused personal days upon the conclusion of his employment.

e. Disability Insurance. The Superintendent shall be required to purchase disability insurance from the school district's carrier at his own expense. The Board will increase his compensation by the amount of this premium cost.

f. Professional Development. The Superintendent 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 Superintendent's membership in the following organizations: state administrator organizations through the NACIA, NCSA, and local community organizations.

h. Professional Publications. The school district will pay the annual subscription fees for the publications of the organizations in the preceding paragraph.

i. Cell Phone. The Superintendent 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 Superintendent up to a maximum of \$50 per month for the actual cost of a cellular phone service plan and the

district will provide the Superintendent with a stipend every two years to cover the expense of purchasing a cell phone.

Section 11. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until 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 12. Compensation upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract. He shall be paid for any unused vacation days at the daily compensation rate in effect at the time of termination of employment.

Section 13. Evaluation. The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The yearly evaluations after the first year of employment shall occur no later than the **regular November meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular October meeting**; make his evaluation an agenda item for the regular **November** board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 14. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a complaint to the Commissioner of Education (a professional practice complaint alleging a violation of Rule 27 of the Department of Education), is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent 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 Board may require the Superintendent to undergo a physical or mental examination by a physician and or/psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's or psychologist's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

Section 16. Residence/Domicile in School District. The Superintendent shall have his domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent 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. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain his domicile and principal place of residence in the District to encourage the Superintendent: (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 District; (3) to be involved in school and community activities bringing him 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 Superintendent; 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 17. 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 18. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 19. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or 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 **13 day of December, 2021.**

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this **13 day of December, 2021.**

Superintendent

2021-2022 Total Package

Superintendent						Compensation	E
Position	School	Education Level	Supt. Experience	Total Experience	Enrollment 20-21 (PK-12)	Annual Salary	Additional Compensation
Superintendent	Thayer Central	Ed.S.	17	29	444	\$154,000.00	\$0.00
Superintendent	Wilber-Clatonia	Ed.S.	12	40	625	\$152,750.00	\$0.00
Superintendent	Tri County	Ed.S.	9	48	441	\$149,280.00	\$0.00
Superintendent	Palmyra	Ed.S.	2	25	640	\$140,000.00	\$0.00
Superintendent	Johnson-Brock	Ed.S.	12	25	337	\$136,000.00	\$5,208.00
Superintendent	Diller-Odell	Ed.S.	10	32	238	\$139,000.00	\$0.00
Superintendent	JCC	M.A.	2	20	484	\$133,300.00	\$0.00
Superintendent	Freeman	Ed.S.	3	21	448	\$132,563.00	\$0.00
Superintendent	Southern	Ed.D.	5	14	372	\$129,668.00	\$23,664.00
Superintendent	HTRS	Ed.D.	14	21	317	\$132,000.00	\$0.00
Superintendent	Pawnee City	M.A.	6	18	290	\$126,000.00	\$0.00
Average			8	27	421	\$138,596.45	\$2,624.73

Abbreviation	Degree
B.A.	Bachelor's Degree
M.A.	Master's Degree
Ed.S.	Education Specialist
Ed.D.	Doctor of Education

Mean	\$138,596.45
Median	\$136,000.00
102% of Midpoint	\$140,044.19
Midpoint	\$137,298.23
98% of Midpoint	\$134,552.26

Age Comparison		
Benefits	Total	Other Information
Benefits	Total Compensation	Notes
\$45,007.00	\$199,007.00	
\$44,681.00	\$197,431.00	
\$45,559.00	\$194,839.00	
\$49,987.00	\$189,987.00	
\$47,475.00	\$188,683.00	
\$47,850.00	\$186,850.00	
\$49,015.00	\$182,315.00	Superintendent is 30% Elementary Principal
\$47,973.00	\$180,536.00	
\$26,223.00	\$179,555.00	<i>\$23,664 is cash in lieu (instead of insurance) & I also serve as the Curriculum Director</i>
\$41,828.86	\$173,828.86	
\$45,121.00	\$171,121.00	Superintendent is 30% Elementary Principal
\$44,610.90	\$185,832.08	

Mean	\$185,832.08
Median	\$186,850.00
102% of Midpoint	\$190,067.86
Midpoint	\$186,341.04
98% of Midpoint	\$182,614.22