

MINUTES
BOARD OF EDUCATION

September 12, 2022

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

II. Approval of Minutes from the August 8, 2022, Regular Board Meeting

Motion to approve minutes from the August 8, 2022, Regular Board Meeting. This motion, made by Aaron Whitwer and seconded by Betsy Frerichs, passed.

Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, Aaron Whitwer: yes, David Zimmerman: yes, Jim Zvolanek: yes
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 Angela Meyer and seconded by Dana Dorn, passed.

Aaron Whitwer: Abstain (With Conflict), Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, David Zimmerman: yes, Jim Zvolanek: yes
yes: 5, no: 0, Abstain (With Conflict): 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 Southern Education Association (SEA) as the Exclusive Bargaining Agent for the District's Non-Supervisory Certificated Staff for the 2024-2025 Contract Year

Motion to approve the Southern Education Association (SEA) as the exclusive bargaining agent for the district's non-supervisory certificated staff for the 2024-2025 contract year.

This motion, made by Jim Zvolanek and seconded by Betsy Frerichs, passed.

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

yes: 6, no: 0

VII.B. Extended Leave Time for Steve Whitwer for the 2022-2023 School Year

Motion to approve extended leave time for Steve Whitwer for the 2022-2023 school year.

This motion, made by Angela Meyer and seconded by Jim Zvolanek, passed.

Aaron Whitwer: Abstain (With Conflict), Dana Dorn: yes, Betsy Frerichs: yes, Angela Meyer: yes, David Zimmerman: yes, Jim Zvolanek: yes

yes: 5, no: 0, Abstain (With Conflict): 1

VII.C. Option Enrollment Applications

VIII. Adjournment

Motion to adjourn the meeting at 8:25 p.m. This motion, made by Dana Dorn and seconded by Angela Meyer, passed.

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

yes: 6, no: 0

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
August 8, 2022
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: Angela Meyer, Dana Dorn, Dave Zimmerman, and Jim Zvolanek. The following administrators were present: Jerry Rempe, Jeff Murphy, & Christopher Proski.

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:

- Fairbury Journal-News

Posted Date: 7/27/2022

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

I.A. Roll Call

I.B. Notice of Nebraska Open Meetings Act Posted

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

I.C. Motion to Excuse Aaron Whitwer and Betsy Frerichs from the August School Board Meeting

Motion to excuse Aaron Whitwer and Betsy Frerichs from the August school board meeting.

This motion, made by Jim Zvolanek and seconded by Angela Meyer, passed.

Betsy Frerichs: Absent, Aaron Whitwer: Absent, Dana Dorn: yes, Angela Meyer: yes, David Zimmerman: yes, Jim Zvolanek: yes
yes: 4, no: 0, Absent: 2

II. Approval of Minutes from the July 11, 2022, Regular Board Meeting

Motion to approve minutes from the July 11, 2022, Regular Board Meeting. This motion, made by Dana Dorn and seconded by Angela Meyer, passed.

yes: 4, no: 0, Absent: 2

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 Angela Meyer, passed.

yes: 4, no: 0, Absent: 2

IV.A.2. Lunch & Activity Claims

V. Support Service

V.A. Facility Update

John Eisenhower provided the school board with a written report over: cleaning and shampooing classrooms for the start of school, started working on the SPED transportation schedule, working on setting up Level 1 training for staff members, and waiting on Johnson Controls to finish the HVAC project at the Jr./Sr. High School by Wednesday, August 10.

V.B. Personnel Items

Dr. Prosocki noted that the Nebraska Department of Education (NDE) have given schools some conflicting information regarding the limits of a local substitute teaching permit. Before the pandemic, this permit was limited to 90 days of subbing at a given district, and NDE waived the 90-day sub limit during the pandemic. The district has gotten different answers from NDE regarding whether or not one of the staff members will be allowed to go beyond this threshold or not. The last communication from NDE sounds like they will grant schools a wavier again this school year for local subs to beyond the 90-day sub limit.

V.B.1. Resignation

Motion to approve the resignation of Cody Cahill. This motion, made by Angela Meyer and seconded by Dana Dorn, passed.

yes: 4, no: 0, Absent: 2

Dr. Prosocki noted that LA Adams will serve as a long-term 7-12 physical education substitute during the first semester and Angelo Stabler will serve as the head boys basketball coach for the 2022-2023 school year.

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: some projected enrollment numbers, a SPED training on August 4, a teacher/paraprofessional training on August 9, summer maintenance projects completed at the Elementary School, fall sports beginning on August 8, working on the schedule, the Elementary School Open House on August 17 from 5:30 p.m. - 6:30 p.m., and a draft of the 2022-2023 athletic budget.

VI.C. Secondary Principal's Report

The secondary principal reported on the following items: 7th grade orientation on August 16 at 6:30 p.m., 2 students attending alternative school, some end of summer trainings, schedule changes for 2022-2023, back to school outing on August 12, and some projected enrollment numbers.

VI.D. Superintendent's Report

Dr. Prosocki went over the budgeted expenditures for the 2022-2023 school year, and he noted that expenditures will be down by around 10% as compared to the previous school year. Dr. Prosocki noted that expenditures are down because the district will not be spending as much of the federal ESSER funds, the district did not fill the superintendent's secretary position, and the district plans to not have to purchase a new handicap accessible van. Dr. Prosocki also said that there are always unknowns that pop up in a school's budget, and he always tries to find room in the budget for the unexpected. Next, Dr. Prosocki said he was informed last week from NDE and the USDA that the adult breakfast and adult lunch prices will have to increase by 15 cents to meet their new guidelines (\$2.60 for an adult breakfast and \$4.25 for an adult lunch). Dr. Prosocki then gave the board an update on the Community Eligibility Provision (Free breakfast and free lunch program) and he originally thought the reimbursement rate for the free lunches would go up by 10-15 cents this school year, but it actually went up by 95 cents (This means the district will receive more revenue for each breakfast and lunch than originally planned). Dr. Prosocki went over the 2022-2023 special education costs, and he noted that they will increase by 4.70% or by \$10,737 from the previous school year. From here, Dr. Prosocki said that he recently completed a federal ESSA Consolidated grant and the district will receive around \$120,000 for it, and he also recently completed a High Ability Learner grant and the district will receive around \$5,000 this grant. Next, Dr. Prosocki went over the beginning of the year faculty presentation, he gave the school board an updated on a recently unfunded mandate bill called LB 644 or the post card bill, and he noted that the Biden administration was looking to change the Trump imposed Title IX regulations in the future. Lastly, Dr. Prosocki noted that the district did not receive the federal \$100,000 reVISION grant to start a welding program at Southern, but the district did receive an \$18,406 grant from the Thomas Foundation to purchase new Dell desktops for the 7-12 business classes in an effort to bring them up to industry standards.

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

VII.A. Proposed Facility Study from Wilkins ADP

Motion to approve a facility study from Wilkins ADP. This motion, made by Dana Dorn and seconded by Angela Meyer, passed.

yes: 4, no: 0, Absent: 2

With the recent structural tragedy in York, Nebraska, and the recent shooting tragedy in Uvalde, Texas, the school board wanted an objective outsider to complete a facility study for all the district buildings. The scope of this project would include checking for any structural deficiencies, checking for any code violations, and provide future safety recommendations. The school board noted that the safety of the students, staff, and community members that utilize the district facilities are of the utmost importance to them.

Dr. Prosocki noted that many of the safety improvements the district has made over the last 4 years have gone unnoticed because they were completed during the middle of the pandemic. Some of the items that were completed over the past few years included the following items: wireless panic buttons in both buildings, new intercom system in both buildings, updated classroom paging systems, a notification system that alerts the district if doors are left open, an anonymous reporting system, an updated elementary school playground paging system, and active shooter kits and first aid kits for every classroom.

VII.B. Set the Budget Hearing for September 12, 2022, at 7:15 p.m. in the Boardroom in Wymore, NE

Motion to set the budget hearing for September 12, 2022, at 7:15 p.m. in the boardroom in Wymore, NE. This motion, made by Angela Meyer and seconded by Jim Zvolanek, passed.
yes: 4, no: 0, Absent: 2

VII.C. Option Enrollment Applications

VIII. Adjournment

Motion to adjourn the meeting at 8:21 p.m. This motion, made by Angela Meyer and seconded by Jim Zvolanek, passed.
yes: 4, no: 0, Absent: 2

The next Regular Board meeting is scheduled for 7:30 p.m., September 12, 2022, at Southern Jr./Sr. High School Board Room 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 identify yourself, including an address and the name of any organization you represent. The board may waive the address requirement to protect the security of the individual.
- **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.

DIBELS Benchmark Percentiles

Benchmark Date	# of students (K-6)	Intensive (Well Below Benchmark)	Strategic (Below Benchmark)	Benchmark (At Grade Level)
Fall '18	189	22%	19%	59%
Winter '18	179	17%	16%	67%
Spring '19	181	17%	13%	70%
Fall '19	176	18%	17%	65%
Winter '19	176	16%	13%	71%
Spring '20	N/A	N/A	N/A	N/A

Fall '20	170	35%	19%	46%
Winter '20	171	32%	16%	52%
Spring '21	173	23%	16%	61%
Fall '21	162	30%	17%	53%
Winter '21	169	30%	18%	52%
Spring '22	175	25%	12%	63%
Fall '22	175	30%	17%	53%

**Please Note: In the fall of 2020, the district moved away from the DIBELS Next assessment and started to administer the DIBELS 8th Edition assessment. The DIBELS 8th Edition assessment is a more rigorous assessment than the previous DIBELS Next assessment.*

THIS AGREEMENT IS ENTERED INTO

BY

THE BOARD OF EDUCATION

OF

FAIRBURY PUBLIC SCHOOLS - DISTRICT #8

AND

THE FAIRBURY EDUCATION ASSOCIATION

FOR

THE 2022-2023 SCHOOL YEAR

Items Negotiated for the 2022-23 School Year:

- **\$750.00 increase on the base (\$37,425.00)**
- **Coach placements on Extra Duty Scale:**
 - **Asst. Speech Coach at Level IV**
 - **eSports Coach at Level IX**
 - **STRIV Sponsor at Level X**
- **Update Plan coverage pay rate to:**
 - **Pay Rate = Base/185/8 (would remain at \$25 for 2022-23 as $\$37,425/185/8 = \25.29)**
- **Update Dual Credit stipend to “\$500 or College Institution Payment, whichever is greater.”**

**NEGOTIATED AGREEMENT 2022-2023
SCHOOL DISTRICT OF FAIRBURY
FAIRBURY, NEBRASKA 68352**

SEPARABILITY

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

SALARY SCHEDULE AND PLACEMENT

Salary and extra duty schedule for the 2022-23 school year are attached to this contract, as attachments A, and B respectively.

When employing teacher personnel, full credit for previous teaching experience in accredited schools shall be granted.

VERTICAL ADVANCEMENT

In no case can a teacher move vertically more than one step per year. Each vertical step is a 4% increase in the base.

HORIZONTAL ADVANCEMENT

Each horizontal step is a 5% increase in the base. A teacher wishing to move horizontally on the salary schedule must meet the following criteria:

1. All hours applied toward this salary schedule for advancement shall be semester hours or quarter hours converted to semester hours.
2. All hours beyond the B.A. or B.S. must be graduate hours from an accredited college or university.
3. Additional courses must be in the teacher's assignment area, or to improve instructional strategies for their teaching assignment area, or be part of an approved program leading to an advanced degree in education.
4. All courses for advancement beyond the M.A. must have been taken after the M.A. was awarded to the employee.
5. It is the teacher's responsibility to fill out the proper forms and have the hours approved by the Superintendent prior to taking the course.
6. It is the teacher's responsibility to notify the superintendent's office in writing no later than June 1st if he/she intends to move horizontally on the schedule of the first semester of the coming year. If the teacher fails to notify the office of the superintendent by June 1st, he/she may not be advanced horizontally for the coming semester.
7. It is the responsibility of the teacher to see that complete transcripts of all college credit earned which are pertinent to the teacher's placement on

the salary schedule or are pertinent to meeting state accreditation standards shall be on file in the school's administrative office.

TEACHER CONTRACT LENGTH

Management has the prerogative to set contract days, but this negotiated agreement is based upon 185 days for those returning and 186 days for those new to the system for the 2022-23 school years.

If a teacher loses a day's salary, it shall be deducted at the daily rate which will be computed based upon the maximum number of contract days adopted for the annual calendar by the board of education. For example, if a teacher loses one day's salary and the maximum number of days is 185, the deduction is 1/185th of the respective teacher's contract rate. All official schoolwork shall be completed before a member of the instructional staff terminates the school year.

DUTY HOURS

Staff members shall be on duty for an eight (8) hour day and/or for any other special staff meetings or activities called or assigned by the building principal or superintendent.

SALARY PAYMENTS

Salaries for returning employees shall be paid in 12 equal payments with the first check due September 15th. New employees to District 8 shall have the option of being paid in 13 equal payments with the first check due August 15th. Those employed after September shall be paid in equal payments with the last payment being in August.

COVERING CLASSES

Teachers asked to use their planning period to cover for other staff members who are absent from their class(es) for school assigned purposes will be paid according to the formula of Base Pay/185 days/8 hours and rounded to the nearest dollar. (40-50 min.). *In addition, in emergency conditions and only when the principal is unable to find a suitable substitute, staff (at all three levels) required to provide any class period coverage outside of their assigned duties will be additionally (above salary per diem) compensated at the rate as outlined above (40-50 min) for additional class period coverage with a maximum daily compensation of the same calculated rate.*

SUMMER WORKSHOP OPPORTUNITIES

Periodically throughout the summer months, there are a variety of times that teachers are asked to either attend workshops, perform curriculum work and/or district-requested in-services/professional development. During these opportunities, the teacher will be paid the substitute teacher pay rate, prorated to be equal to ½ or full day pay rate for the days worked.

QUALIFICATION ASSISTANCE FOR, and TEACHING DUAL CREDIT COURSES

The district will provide assistance to teachers that need to take graduate courses that will qualify them to teach dual credit courses. Assistance will be \$150.00/credit (not already attained), up to the needed 18 credits. Teachers wishing to receive the assistance must bring in receipt of payment and transcripts of completed coursework to the district office. The teacher must also turn in a copy of the "Transition Plan" for qualification from the college institution in which they would be teaching the dual credit courses for.

In addition, the district will pay a stipend for each section of Dual Credit courses taught. The stipend will either be \$500 per section or the college institution payment, whichever is greater.

MILEAGE

Teachers will be reimbursed, at the rate designated by the Internal Revenue Service for use of their own vehicle when on official school business and no other school vehicle is available. Application and approval for reimbursement must be made to the superintendent prior to the date and time the reimbursable miles are accumulated.

GRIEVANCE

A grievance policy contained in the Board of Education Policy Handbook (Policy #4013 as adopted 6/12/2017) is also part and parcel of this negotiated agreement and reference can be made to that document. All new employees will receive a copy of the grievance policy in its entirety.

PERSONNEL FILE

A Teacher shall receive notification when anything is added to their personnel file other than yearly evaluations that have been reviewed and signed properly.

CERTIFICATE REGISTRATION

Teachers must have a current certificate registered in the Superintendent's Office, and a copy of that certificate shall be on file in the Superintendent's Office. Teachers not having their certificate registered before the first pay period will not receive a paycheck, and contract is void.

PART-TIME TEACHERS

When the school district of Fairbury hires a teacher on less than a full time basis, the following provisions will apply:

1. The teacher's salary will be based on the proportions of time in comparison to an equivalent full time teacher's duty hours.

2. The school district will pay insurance benefits to all part-time (.4 FTE or more) teachers according to their FTE.
3. Part-time (.5 FTE or more) teachers are to attend all building level and K-12 curriculum meetings as required.
4. FTE will be calculated by the inclusion of:
 - Teaching Schedule
 - Pre-service days
 - District-wide In-Service days
 - Parent-Teacher Conferences
5. All certified staff employed prior to September 1, 1998 will be grandfathered according to prior contract with full insurance benefits.

LEGAL COMMITMENTS AND TRANSACTIONS LEAVE

Absence with pay shall be allowed by the superintendent for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order. The building principal/superintendent's advance approval will be required.

LEAVE OF ABSENCE

After a member of the instructional staff has been employed by the district for a period of three years, the teacher may apply for a leave of absence for one year or one semester without compensation for the following: to do further study, to travel abroad, to teach in a college or university, or for similar professional reasons. The board will carefully consider such a request and if a suitable substitute teacher can be employed for the period of such absence, the request may be granted. Upon return, the employee shall resume the position on the salary schedule that is indicated by his/her experience and training and retain any benefits which had accrued prior to the leave of absence, except that the length of time represented by the break in service shall not be included as service with the district.

PROFESSIONAL LEAVE

Members of the certified staff may be excused for professional purposes without loss of pay upon application to the principal and superintendent of schools for professional reasons which benefit the student of the school district. All such absences shall require advance approval by the principal and superintendent of schools.

MILITARY LEAVE

A teacher who is called to military service or who volunteers for military service because of presumptive evidence that she/he will be called and who has been in the employment of the district, may upon his/her request, be granted military leave without pay. Such teacher shall keep the board of education informed on the probable date of release from service, and she/he shall be re-employed by the district at the beginning of the semester following release from service. His/her assignment shall be determined by

the superintendent of schools, and her/his salary shall bear the same relation to the salary of other teachers in the system as it did prior to the granting of military leave. Such military leave shall be terminated if the teacher does not return to a position in the school within a period of six months following the date he/she is eligible for release from military service. Eligibility shall begin at the start of a semester period.

PERSONAL LEAVE

The Fairbury Public Schools shall allow a teacher a personal day (outside of their already granted PTO leave) on the days their child competes in a NSAA sanctioned Championship contest and that contest's time would impact our school day. The teacher will work with the administration to schedule the needed time.

ANNUAL SICK LEAVE IS TRANSITIONED TO PAID TIME OFF (PTO)

Sick leave is being transitioned to Paid Time Off (PTO) days.

1. **For all current staff who have amassed 50+ sick bank days, you will keep that amount until you use and drop below 50 sick bank days. The new maximum number of accrual amount is 50 sick bank days.**
2. Each year, Ten days (80 hours) of PTO (Paid Time Off) leave will be granted, on an hourly basis.
3. **Only** if an employee uses all of their Ten (10) PTO days they may use days they have accumulated into their "sick bank" from previous years. **If they use more than 2 consecutive days. They may do so with an accompanying physician's note.** If an employee uses all of their Ten (10) PTO days and they have accumulated 45 or more sick days, they may have the option of earning one (1) extra PTO day by trading five (5) sick-bank days, requesting only one additional PTO day each year.
 - a. *(note – this provision allows you to not use all of your year's allotment for a catastrophic event, provided you have days in your bank)* If, at any point in the year a staff member has a catastrophic event (i.e. birth, surgery, accident, etc.) that affects him or herself or an immediate family member (spouse, parent or child), they must use 5 PTO days (or the balance their remaining PTO days if less than 5) towards this event. If more days are needed for this catastrophic event, then they may begin drawing from their sick bank.
4. **At the end of each year**, If the employee does not use all of their ten (10) PTO days for the year, **they may choose one of the three following options** and must notify the District before the final staff check-out time, at the end of the school year **(failure to notify the District office by this time will result in automatic deposit into sick bank for that employee or an automatic buy-back if they have over 50 days in their sick-bank):**
 - a. **District will buy back their unused PTO leave** at the following rate (to be included in July Paycheck):
 1. 6-10 PTO days at the rate of \$125.00 per day.
 2. 0-5 PTO days at the rate of \$75.00 per day.
 - b. **Deposit all unused PTO leave into their sick bank**, with a maximum of fifty (50) days of sick leave to be accumulated.
 - c. **Employee can choose to split their unused PTO leave by:**
 1. Depositing some unused days into their sick bank and
 2. Requesting that the District buy back some unused days at the rate (to be included in July paycheck) as determined by their total unused leave for the year.
 5. Upon leaving the district, the district will buy back any unused sick-bank days at the following rates:
 - i. If employee has been with the district Ten (10) years or less at \$15.00 per day.
 - ii. If employee has been with the district Eleven (11) years or more at \$50.00 per day.

BEREAVEMENT LEAVE

A total of not more than five days on full pay shall be allowed each full-time employee for absence in case of death in the immediate family. Immediate family is defined as wife, husband, mother, father, daughter, son, brother, sister, grandparent, grandchild, or in-laws of any of the above named relationships and/or any person living within the same household with the employee. This leave is to be granted in addition to sick leave. Bereavement leave shall not be limited to five days in one year, but shall cover each death in the immediate family which occurs during the year. Bereavement leave, if not taken, is not cumulative. No more than one full day on full pay shall be allowed each full-time employee for absence in case of each death of relatives not included in the immediate family: e.g., uncle, aunt, niece, nephew, cousin.

EXTENDED CONTRACT

Extended contracts may be assigned by the superintendent to staff members whose jobs require extended contract time. Extended contracts will be paid at their regular daily index salary contract rate, which does not include extra duties. They will be paid for all days assigned in excess of the base contract. Extended contracts will not be paid for days that are a part of the regular teacher contract days.

FRINGE BENEFITS

Certified employees who work the Full Time Equivalency of .4 or more, may participate in health, dental and disability according to their F.T.E. This statement applies to only the health and long-term disability insurance benefits. Those employees hired at less than the .4 F.T.E. prior to 9-1-98 are grandfathered and continue to be eligible to receive full insurance benefits they received at the time they were hired.

TAX SHELTERED ANNUITIES

Tax sheltered plans are available to those teachers who wish to take advantage of opportunities to defer their income until a later date.

HEALTH, ACCIDENT, DENTAL AND MAJOR MEDICAL INSURANCE

The district will provide employee, employee and children, employee and spouse, or employee, spouse and children coverage, whichever is applicable for full time certified employees. Health insurance coverage for the 2022-23 school year will be as noted in Attachment C. In the event of a possible change in insurance carriers, a 60-day written notification will be furnished to FEA. The district will provide single dental coverage (Dental Option A/B, with 50% C Coverage) for each full time certified employee. Full family (Dental Option A/B) will be provided when the insured pays the difference except when both spouses are employed by the district.

INSURANCE PROVISION FOR ONE-YEAR AGREEMENT

During this negotiated agreement, the Fairbury Public School District shall provide the employee the option of choosing either the \$1,050 deductible or the \$3,800 deductible HSA-Eligible dual choice option (for employee & family insurance, or employee & spouse insurance, or employee and child(ren) insurance, or employee only insurance). The selection of the insurance deductible will be made so the effective date will be January 1 of the following calendar year. If the employee selects the \$3,800 deductible option, a direct deposit in the amount of the difference between the monthly premiums of the \$1,050 and \$3,800 deductible policies will be made into the employee's Health Savings Account.

NOTE: When a teacher employed by this district has a spouse who is eligible for health insurance at this or some other school district, the employee of this district must inform the superintendent of this potential dual coverage. The employee will choose which offered health plan to enroll in and notify the superintendent of the decision. The superintendent will negotiate with any other school districts involved as to the dollar amount exchanged between employers so that comparable coverage and benefits are attained. In the case of a teacher or his/her certified spouse who are both eligible for health coverage from this district, only one family health plan will be provided by the district, along with family dental coverage.

DISABILITY INCOME INSURANCE

The district will provide to each full time (.4 FTE or more) (The grandfather clause applies to certificated personnel employed prior to 9-1-98) with group long-term disability insurance coverage or a cash stipend to pay the cost of such coverage. The long-term disability program provided by the school district shall guarantee a monthly benefit for the employee's salary and health and dental insurance premiums at a flat rate of 66 2/3%. The benefit period begins at the end of the individual certificated employee's accumulated paid sick leave and upon meeting the disability qualifications. The school district will pay the entire premium. Claims shall be filed through the central office.

DURATION OF AGREEMENT

This agreement shall be effective as of August 1, 2022 and shall continue in effect through July 31, 2023.

AGREEMENT AUTHORIZATION

The signature of the presidents of the Association and the Board, and the signature of the Chief Negotiators of both the Board and FEA shall be evidence of the approval of this agreement.

BOARD OF EDUCATION
SCHOOL DISTRICT #8
FAIRBURY, NEBRASKA

FAIRBURY EDUCATION ASSOCIATION
FAIRBURY, NEBRASKA

BY _____
President

BY _____
President

BY _____
Chief Negotiator

BY _____
Chief Negotiator

DATE _____

DATE _____

Base	37,425								
STEP	B	B+9	B+18	B+27	B+36 or M	M+9	M+18	M+27	M+36 6YR
1	1.00 \$37,425	1.05 \$39,296	1.10 \$41,168	1.15 \$43,039	1.20 \$44,910	1.25 \$46,781	1.30 \$48,653	1.35 \$50,524	1.40 \$52,395
2	1.04 \$38,922	1.09 \$40,793	1.14 \$42,665	1.19 \$44,536	1.24 \$46,407	1.29 \$48,278	1.34 \$50,150	1.39 \$52,021	1.44 \$53,892
3	1.08 \$40,419	1.13 \$42,290	1.18 \$44,162	1.23 \$46,033	1.28 \$47,904	1.33 \$49,775	1.38 \$51,647	1.43 \$53,518	1.48 \$55,389
4	1.12 \$41,916	1.17 \$43,787	1.22 \$45,659	1.27 \$47,530	1.32 \$49,401	1.37 \$51,272	1.42 \$53,144	1.47 \$55,015	1.52 \$56,886
5	1.16 \$43,413	1.21 \$45,284	1.26 \$47,156	1.31 \$49,027	1.36 \$50,898	1.41 \$52,769	1.46 \$54,641	1.51 \$56,512	1.56 \$58,383
6	1.2 \$44,910	1.25 \$46,781	1.3 \$48,653	1.35 \$50,524	1.4 \$52,395	1.45 \$54,266	1.5 \$56,138	1.55 \$58,009	1.6 \$59,880
7	1.24 \$46,407	1.29 \$48,278	1.34 \$50,150	1.39 \$52,021	1.44 \$53,892	1.49 \$55,763	1.54 \$57,635	1.59 \$59,506	1.64 \$61,377
8	.....	1.33 \$49,775	1.38 \$51,647	1.43 \$53,518	1.48 \$55,389	1.53 \$57,260	1.58 \$59,132	1.63 \$61,003	1.68 \$62,874
9	.....	.....	1.42 \$53,144	1.47 \$55,015	1.52 \$56,886	1.57 \$58,757	1.62 \$60,629	1.67 \$62,500	1.72 \$64,371
10	.....	.....	1.46 \$54,641	1.51 \$56,512	1.56 \$58,383	1.61 \$60,254	1.66 \$62,126	1.71 \$63,997	1.76 \$65,868
11	.....	.....	.....	1.55 \$58,009	1.60 \$59,880	1.65 \$61,751	1.70 \$63,623	1.75 \$65,494	1.80 \$67,365
12	.....	.....	.....	.....	1.64 \$61,377	1.69 \$63,248	1.74 \$65,120	1.79 \$66,991	1.84 \$68,862
13	.....	.....	.....	.....	1.68 \$62,874	1.73 \$64,745	1.78 \$66,617	1.83 \$68,488	1.88 \$70,359
14	.....	.....	.....	.....	1.72 \$64,371	1.77 \$66,242	1.82 \$68,114	1.87 \$69,985	1.92 \$71,856
15	.....	.....	.....	.....	.....	.....	1.86 \$69,611	1.91 \$71,482	1.96 \$73,353
16	.....	.....	.....	.....	.....	.....	.....	.....	2.00 \$74,850

		Base Salary - \$37,425	
<u>Activity</u>	<u>Index</u>	<u>Amount</u>	
Level X - Step 1	12.0%	\$4,491	
(FB,VB, GB, BB, GTR, BTR, WR, SB, XC, STRIV)			
Step 2	13.0%	\$4,865	
Step 3	14.0%	\$5,240	
Step 4	15.0%	\$5,614	
Step 5	16.0%	\$5,988	
Step 6	17.0%	\$6,362	
Step 7	18.0%	\$6,737	
Step 8	19.0%	\$7,111	
Level IX - Step 1			
(Head GGo, BGo, Asst Coach, Weights, eSports)	7.0%	\$2,620	
Step 2	8.0%	\$2,994	
Step 3	9.0%	\$3,368	
Step 4	10.0%	\$3,743	
Step 5	11.0%	\$4,117	
Step 6	12.0%	\$4,491	
Step 7	13.0%	\$4,865	
Level VIII -			
(Publication & Musical*)	10.0%	\$3,743	
Level VII -			
FB, XC, VB,GB, BB, WR, GTR, BTR(Jr High Head Coach)	9.0%	\$3,368	
Level VI -			
(One Act, Speech & Cheerleaders*)	8.0%	\$2,994	
Level V -			
(Play*, FFA, FBLA, FCCLA, Skills, STUCO*, Energizers*, JH Asst Coach, Asst. XC,)	7.0%	\$2,620	
Level IV -			
t One Act Coach, Asst. Speech Coach & Jr Class Sponsor*)	4.0%	\$1,497	
Level III -			
ing Classics, Jefferson Quiz Bowl, Jefferson STUCO, NHS	3.0%	\$1,123	
Level II -			
MTSS Chair, Sr Class Sponsor, AR	2.0%	\$749	
Level I -			
MTSS members, Quiz Bowl, Spanish Club, F Club*	1.0%	\$374	
*indicates if more than 1 person assigned, it is split			

**Educators Health Alliance
2022-23 Benefit Summary for PPO Health Coverage**

Benefit Plan	Preferred	Non-Preferred
Each PPO Subgroup may choose 1 of 6 Deductible Options:		
Individual Deductible		
Deductible Option 1		
Deductible Option 2		
Deductible Option 3	\$1,050	\$2,100
Deductible Option 4		
Deductible Option 5		
Deductible Option 6		
Family Deductible Maximum	Twice Deductible	Twice Deductible
Coinsurance - All Options	20%	40%
Individual Out-of-Pocket Maximum by Deductible Option		
Deductible Option 1		
Deductible Option 2		
Deductible Option 3	\$4,900	\$9,800
Deductible Option 4		
Deductible Option 5		
Deductible Option 6		
Family Out-of-Pocket Maximum	2x Individual	2x Individual
<i>Combined Maximum includes Deductible, Coinsurance, and Copays for all services including Prescription Drugs</i>		
Lifetime Maximum	Unlimited	
Office Visit Copay		
Primary Copay	\$35	Ded & Coins
Specialist Copay	\$55	Ded & Coins
Inpatient Hospital	Ded & Coins	
Outpatient Hospital	Ded & Coins	
Emergency Services		
Urgent Care	\$55 Copay, Ded & Coins	
Emergency Room	\$85 Copay, Ded & Coins	
Prescription Drugs		
Generic Copay	25% Coins (\$10 minimum, \$40 maximum)	
Formulary Brand Copay	25% Coins (\$50 minimum, \$100 maximum)	
Non-Formulary Brand Copay	50% Coins (\$75 minimum, \$150 maximum)	
In Network Specialty Copay (30 Day Supply)	25% Coins (\$125 minimum, \$250 maximum)	
Out of Network Specialty Copay (30 Day Supply)	50% Coins (\$250 minimum, \$500 maximum)	
Formulary Diabetic Supplies	20%	
Non-Formulary Diabetic Supplies	30%	
Mail Order Maximum	180 Days Supply	
Mail Order Copay	1 Copay per 30 Days Supply with 5 Copay Maximum	
Preauthorization Programs Included	Gastroprotective NSAIDs and Proton Pump Inhibitors	
Preventive Services	Covered at 100%	Ded & Coins
Mental Health and Substance Abuse		
Inpatient	Ded & Coins	
Outpatient	Ded & Coins	
Office Visit	Covered at 100%	Ded & Coins

Please note: This Schedule of Benefits Summary is intended to provide you with a brief overview of your benefits. It is not a contract and should not be regarded as one. For more complete information about your plan, including benefits, exclusions and contract limitations, please refer to the master group contract. In the event there are discrepancies between this document and the contract, the terms and conditions of the contract will govern.

Educators Health Alliance
2022-23 Benefit Summary for HSA-Eligible \$3,800 Deductible Dual Choice Plan

Benefit Plan	Preferred	Non-Preferred
Subgroups with the \$650, \$850, \$1,050, \$1,200, \$1,450, or \$1,900 may choose this plan as a Dual Option		
Individual Deductible	\$3,800	\$7,600
Family Deductible	\$7,600	\$15,200
Family Deductible Basis	Aggregate Only	Aggregate Only
Coinsurance	10%	20%
Individual Out-of-Pocket Maximum	\$4,350	\$13,000
Family Out-of-Pocket Maximum	\$8,700	\$26,000
<i>Combined Maximum includes Deductible, Coinsurance, and Copays for all services including Prescription Drugs</i>		
Lifetime Maximum	Unlimited	
Office Visit Copay	Ded & Coins	
Inpatient Hospital	Ded & Coins	
Outpatient Hospital	Ded & Coins	
Emergency Services	Ded & Coins	
Prescription Drugs		
Generic Copay	Ded & Coins	
Formulary Brand Copay	Ded & Coins	
Non-Formulary Brand Copay	Ded & Coins	
In Network Specialty Copay (30 Day Supply)	Ded & Coins	
Out of Network Specialty Copay (30 Day Supply)	Ded & Coins	
Formulary Diabetic Supplies	Ded & Coins	
Non-Formulary Diabetic Supplies	Ded & Coins	
Mail Order Maximum	180 Days Supply	
Mail Order Copay	Ded & Coins	
Preauthorization Programs Included	Gastroprotective NSAIDs and Proton Pump Inhibitors	
Preventive Services	Covered at 100%	Ded & Coins
Mental Health and Substance Abuse		
Inpatient	Ded & Coins	
Outpatient	Ded & Coins	
Office Visit	Ded & Coins	

Please note: This Schedule of Benefits Summary is intended to provide you with a brief overview of your benefits. It is not a contract and should not be regarded as one. For more complete information about your plan, including benefits, exclusions and contract limitations, please refer to the master group contract. In the event there are discrepancies between this document and the contract, the terms and conditions of the contract will govern.

Safety & Security Committee Meeting

August 15, 2022

Present: Christopher Prosocki, Jerry Rempe, Jeff Murphy, Jolene Bartels, Jamie Schlueter, John Eisenhauer, Dave Kaster, Scott Trauernicht, Dell Michaelis, & Tim Hanson

Absent: Mark Meints

Dr. Prosocki called the meeting to order at 3:00 p.m.

Rule 10 – Safety and Security Meeting

- With the recent structural tragedy in York, Nebraska, and the recent shooting tragedy in Uvalde, Texas, the school board approved a facility study for all the district buildings in the fall of 2022. The scope of this project would include checking for any structural deficiencies, checking for any code violations, and provide future safety recommendations.
- Dr. Prosocki said that Nebraska lawmakers need to have thoughtful conversations about raising the age limit for purchasing an Assault Rifle from 18 to 21 to match the other purchasing age requirements in the United States (e.g., Tobacco, alcohol, and handguns).
- The safety committee reviewed the minutes from the August 16, 2021, Annual Safety & Security Meeting.
- Dr. Prosocki said he included the Standard Response Protocol (SRP) handout in the back-to-school parent letter and the building principals completed an SRP refresher on the first day of school.
- Dr. Prosocki noted that in addition to the annual CPR training, the district has also started to train all staff members in First Aid training (e.g., Examine a casualty, use a defibrillator, familiarize yourself with basic life support, and learn how to control bleeding and trauma).
- During the 2022-2023 school year, the committee reaffirmed the administration's decision to conduct one drug dog search a semester at the Jr./Sr. High School pending the availability of drug dogs in the area. The drug dog will continue to conduct a sniff on both student lockers and student vehicles.
- Dr. Prosocki went over safety upgrades in both buildings that were completed over the past few years:
 - Elementary School (Wireless Panic Buttons for Emergency Message Installed, New Intercom System, & Classroom Paging Upgrades [Speakers])
 - Jr./Sr. High School (Classroom Paging Upgrades [Speakers])
- The safety committee reviewed Bruce Lang's recommendations from the 2021-2022 safety audit. Bruce noted that the main entrance at the Jr./Sr. High School needs to be modernized for safety reasons and having the 3-year-old preschool isolated from the Elementary School is also a safety concern.
- Over the summer months, 1 of the 2 new secretaries completed the NDE School Secretary Safety training.
- Dr. Prosocki went over the annual safety requirements for schools as of August 1, 2021.
- The committee talked about possibly sending a staff member to the Nebraska School Safety & Security Summit on October 18 & 19, in Kearney.
- Dr. Prosocki noted that the district purchased both lockdown kits & first aid kits for every classroom (Just in case a building is forced to enter into a prolonged lockdown). The

classroom lockdown kit provides a comprehensive emergency preparedness solution for every classroom.

- The district continues to use the Safe Schools Alert System/Anonymous Reporting System (e.g., For staff, students, parents, & patrons to utilize).
- Last year, the district has expanded background checks for all field trip sponsors.

Dr. Proski adjourned the meeting at 3:30 p.m.

August 30, 2022

Southern School District #1
Board of Education
115 S 11th St
Wymore, NE 68466

Dear Negotiations Committee:

The Southern Education Association requests that the school board of Southern School District #1 take action to recognize Southern Education Association as exclusive bargaining agent for the district's non-supervisory certificated staff to begin bargaining next fall for the 2024-25 contract year.

Sincerely,

A handwritten signature in black ink that reads "Jamie Schluter". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Jamie Schluter
President
Southern Education Association