

MINUTES  
BOARD OF EDUCATION

February 13, 2023

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 Debra Schlake from the February 13, 2023, Regular School Board Meeting

Motion to excuse Debra Schlake from the February 13, 2023, regular school board meeting. This motion, made by Aaron Whitwer and seconded by Betsy Frerichs, passed.  
Debra Schlake: Absent, Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes  
yes: 5, no: 0, Absent: 1

II. Approval of Minutes from the January 16, 2023, Regular Board Meeting

Motion to approve minutes from the January 16, 2023, Regular Board Meeting. This motion, made by Betsy Frerichs and seconded by Dana Dorn, passed.  
Debra Schlake: Absent, Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: 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 Dana Dorn and seconded by Jeff Argo, passed.

Debra Schlake: Absent, Aaron Whitwer: Abstain (With Conflict), Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, David Zimmerman: yes  
yes: 4, no: 0, Absent: 1, Abstain (With Conflict): 1

IV.A.2. Lunch & Activity Claims

V. Support Service

V.A. Facility Update

V.B. Personnel Items

V.B.1. Hiring Recommendation

V.B.1.1. Shelby Decker - 1.0 FTE - K-6 Special Education Teacher for the 2023-2024 School Year

Motion to hire Shelby Decker as the K-6 Special Education teacher for the 2023-2024 school year. This motion, made by Aaron Whitwer and seconded by Betsy Frerichs, passed.

Debra Schlake: Absent, Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes  
yes: 5, no: 0, Absent: 1

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. Policy Review - Policy 5052: School Wellness

VII.B. 7-12 Principal Contract & Salary

VII.B.1. 7-12 Principal Contract Extension

Motion to approve the 7-12 principal contract extension. This motion, made by Betsy Frerichs and seconded by Aaron Whitwer, passed.

Debra Schlake: Absent, Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Aaron

Whitwer: yes, David Zimmerman: yes  
yes: 5, no: 0, Absent: 1

#### VII.B.2. 7-12 Principal Salary for the 2023-2024 School Year

Motion to approve a 4.5% raise to his principal base salary for the 2023-2024 school year and a 17% raise to the teacher base salary for the athletic director duties for the 2023-2024 school year. This motion, made by Dana Dorn and seconded by Jeff Argo, passed.  
Debra Schlake: Absent, Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes  
yes: 5, no: 0, Absent: 1

#### VII.C. Classified Salaries for the 2023-2024 School Year

Motion to approve a \$1.50 raise for classified staff for the 2023-2024 school year. This motion, made by Betsy Frerichs and seconded by Dana Dorn, passed.  
Debra Schlake: Absent, Aaron Whitwer: Abstain (With Conflict), Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, David Zimmerman: yes  
yes: 4, no: 0, Absent: 1, Abstain (With Conflict): 1  
Motion to approve the Nova Fitness proposal for new weight room equipment. This motion, made by Jeff Argo and seconded by Aaron Whitwer, passed.  
Debra Schlake: Absent, Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes  
yes: 5, no: 0, Absent: 1

#### VII.D. Approve the Nova Fitness Weight Room Upgrade

Motion to approve the Nova Fitness weight room upgrade. This motion, made by Aaron Whitwer and seconded by Betsy Frerichs, passed.  
Debra Schlake: Absent, Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes  
yes: 5, no: 0, Absent: 1

#### VII.E. Option Enrollment Applications

#### VIII. Adjournment

Motion to adjourn the meeting at 9:06 p.m. This motion, made by Dana Dorn and seconded by Jeff Argo, passed.  
Debra Schlake: Absent, Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes  
yes: 5, no: 0, Absent: 1

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  
January 16, 2023  
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, Betsy Frerichs, Dave Zimmerman, Debra Schlake, & Jeff Argo. The following administrators were present: Jerry Rempe, Jeff Murphy, & Christopher Prososki. The following student board member representative was present: Iasiah Hoover.

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:1/11/2023

Reasonable advance notice was simultaneously given to board members and a copy of their acknowledgment 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 was posted on the back of the board of education meeting room.

I.C. Motion to excuse Dana Dorn from the January 16, 2023, school board meeting

Motion to excuse Dana Dorn from the January 16, 2023, school board meeting. This motion, made by Betsy Frerichs and seconded by Aaron Whitwer, passed.

Dana Dorn: Absent, Jeff Argo: yes, Betsy Frerichs: yes, Debra Schlake: yes, Aaron Whitwer: yes, David Zimmerman: yes  
yes: 5, no: 0, Absent: 1

I.D. Oath of Office

I.E. Reorganization of the Southern School Board

I.E.1. Election of Officers

I.E.1.1. President

Motion to nominate Dave Zimmerman as the school board president. This motion, made by Aaron Whitwer and seconded by Betsy Frerichs, passed.

Dana Dorn: Absent, David Zimmerman: Abstain (With Conflict), Jeff Argo: yes, Betsy Frerichs: yes, Debra Schlake: yes, Aaron Whitwer: yes  
yes: 4, no: 0, Absent: 1, Abstain (With Conflict): 1

#### I.E.1.2. Vice-President

Motion to nominate Dana Dorn as the vice-president of the school board. This motion, made by David Zimmerman and seconded by Jeff Argo, passed. yes: 5, no: 0

#### I.E.1.3. Secretary

Motion to nominate Debra Schlake as the secretary of the school board. This motion, made by Betsy Frerichs and seconded by Jeff Argo, passed.

Dana Dorn: Absent, Debra Schlake: Abstain (With Conflict), Jeff Argo: yes, Betsy Frerichs: yes, Aaron Whitwer: yes, David Zimmerman: yes  
yes: 4, no: 0, Absent: 1, Abstain (With Conflict): 1

### II. Approval of Minutes from the December 12, 2022, Regular Board Meeting and Special Board Meeting

Approval of Minutes from the December 12, 2022, Regular Board Meeting and Special Board Meeting. This motion, made by Betsy Frerichs and seconded by Aaron Whitwer, passed. 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 Jeff Argo and seconded by Betsy Frerichs, passed.

Dana Dorn: Absent, Aaron Whitwer: Abstain (With Conflict), Jeff Argo: yes, Betsy Frerichs: yes, Debra Schlake: yes, David Zimmerman: yes  
yes: 4, no: 0, Absent: 1, Abstain (With Conflict): 1

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

### V. Support Service

## V.A. Facility Update

John Eisenhower provided the school board with a written report on general maintenance items, completing the required Office of Civil Rights (Title II) items as prescribed by the United States Department of Education (USDOE), and working on getting the buses inspected.

Dr. Prosocki gave the school board an update on the electric bus project. He noted that he is currently working with Blue Bird on an additional \$40,000 grant through the Inflation Reduction Act that went into effect on January 1, 2023. Dr. Prosocki said he is also working with Johnson Controls on a Renew America's Schools Grant through the U.S. Department of Energy. As part of this federal grant, schools can apply for the first round of the Renew America's Schools grant, up to \$80 million of the \$500 million program, to make energy improvements. Dr. Prosocki said the district is looking to write the grant for \$500,000 and there is also a 5% cost share associated with the grant (e.g., If the district receives the \$500,000 grant, the district would be responsible for \$25,000).

## V.B. Personnel Items

Dr. Prosocki noted that the district has started to advertise for the open 4th grade, 6th grade, and vocal music openings.

## V.C. Technology Update

## VI. Administrative and Committee Reports

### VI.A. Student Board Member Report

The student board member reported on the following items: basketball update, holiday tournament update, student groups working the concession stands, Pioneer Conference Instrumental Music at Southern on January 23, and an upcoming art trip to Lincoln.

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

The elementary principal reported on the following items: current enrollment figures, report cards being sent home, junior high football co-op with Diller-Odell, elementary spelling bee (2/8/2023), preschool registration, kindergarten parent orientation meeting (2/15/2023), and a NSAA district meeting on January 12, 2023.

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

The secondary principal reported on the following items: current enrollment figures, having all alternative spots filled at ESU 5, starting on registering for classes for 2023-2023, academic all-state (Football: Kale Maguire; Play Production: Autumn Lane; Volleyball: Callie Cooper & Alaina Kloverl; and Softball: Taylor Trauernicht & Kendrea Troxel), starting the Raider Closet where students can get clothes, toiletries, and non-perishable food items, and having 15 students enrolled in 16 college classes.

### VI.D. Superintendent's Report

Dr. Prosocki informed the school board that we are currently completing a federal review of our schoolwide Title plan for the current school year and he gave the school board an update on the 108th Legislature, First Session bills. Next, Dr. Prosocki went over the Middle of the Year (MOY) DIBELS results and he noted the district did see some regression on this assessment (BOY had 53% of students meeting the benchmark and MOY had 48% of students meeting the benchmark). Dr. Prosocki noted that the East Central Nebraska Conference (ECNC) reached out to Southern again about joining their conference, but at this time, Southern wanted to stay in the Pioneer Conference. Dr. Prosocki gave the school board an update on the recent Office of Civil Rights (OCR) federal compliance review of the Career and Technical Education (CTE) programs that occurred on December 7 & 8, 2022. Based on the Letter of Findings (LOF), the district will have 60 days or by March 3, 2023, to submit a Voluntary Compliance Plan (VCP) over the 4 proposed corrective actions. Next, Dr. Prosocki gave the school board an update about the upcoming NRCSA spring conference in Kearney that will take place in March. He noted that he would like to set the principal and classified staff salaries at the February board meeting and he informed the school board about a special board meeting prior to the February regular board meeting to continue with our facility study of all buildings. Lastly, Dr. Prosocki reminded the new school board members to complete the Title IX training over the 2020 Trump regulations and he presented his work days for the second quarter.

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

### VII.A. Appointments

#### VII.A.1. Authorized Representative for State & Federal Programs

Motion to appoint Christopher Prosocki as the authorized representative for state & federal programs. This motion, made by Betsy Frerichs and seconded by Debra Schlake, passed.yes: 5, no: 0, Absent: 1

#### VII.A.2. Bus Mechanic for Bus Inspections

Motion to appoint James Ullman as the bus mechanic for bus inspections. This motion, made by Aaron Whitwer and seconded by Jeff Argo, passed. yes: 5, no: 0, Absent: 1

#### VII.A.3. District's Non-Discrimination Compliance Coordinator

Motion to appoint Christopher Prosocki as the district's non-discrimination compliance coordinator. This motion, made by Jeff Argo and seconded by Betsy Frerichs, passed.yes: 5, no: 0, Absent: 1

#### VII.A.4. Treasurer

Motion to appoint Taylor Schmidt as the treasurer. This motion, made by Betsy Frerichs and seconded by Aaron Whitwer, passed. yes: 5, no: 0, Absent: 1

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

Motion to designate Security First Bank of Blue Springs and Western National Bank of Wymore as the depository for Southern Public Schools. This motion, made by Debra Schlake and seconded by Jeff Argo, passed. yes: 5, no: 0, Absent: 1

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

Motion to designate Fairbury-Journal New as the legal newspaper for Southern Public Schools. This motion, made by Betsy Frerichs and seconded by Aaron Whitwer, passed. yes: 5, no: 0, Absent: 1

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

Motion to designate KSB School Law as the district's legal counsel. This motion, made by Jeff Argo and seconded by Betsy Frerichs, passed. yes: 5, no: 0, Absent: 1

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

Motion to publicize meetings of the Southern board of education in accordance with Policy 2008: Meetings. This motion, made by Debra Schlake and seconded by Aaron Whitwer, passed. yes: 5, no: 0, Absent: 1

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

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

Motion to amend the previous motion and to approve the standing committee as appointed by the school board president. This motion, made by Jeff Argo and seconded by Debra Schlake, passed. yes: 5, no: 0, Absent: 1

##### VII.F.1. American Civics

Dana Dorn, Dave Zimmerman, & Jeff Argo will serve on the American Civics committee.

##### VII.F.2. Buildings & Grounds

Aaron Whitwer, Betsy Frerichs, & Dave Zimmerman will serve on the Buildings & Grounds committee.

##### VII.F.3. Finance

Betsy Frerichs, Dave Zimmerman, & Debra Schlake will serve on the Finance committee.

##### VII.F.4. Negotiations

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

#### VII.F.5. Policy

Aaron Whitwer, Dave Zimmerman, & Debra Schlake will serve on the Policy committee.

#### VII.F.6. Transportation

Dana Dorn, Dave Zimmerman, & Jeff Argo will serve on the Transportation committee.

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

The school board reviewed policy 2005, 2006, & 2012, and based on state law, Aaron Whitwer filled out NADC Form C-2A Potential Conflict of Interest Statement & NADC Form C-4 Employment of Immediate Family Member. Dr. Proski filed both documents in the office of the superintendent.

#### VII.H. Option Enrollment Applications

#### VIII. Adjournment

Motion to adjourn the meeting at 8:34 p.m. This motion, made by Jeff Argo and seconded by Betsy Frerichs, passed. yes: 5, no: 0, Absent: 1

The next Regular Board meeting is scheduled for 7:30 p.m., February 13, 2023, at Southern Jr./Sr. High School Boardroom 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.

## **Southern Welcomes a New Food Service Provider!**

Hi, my name is Kathy Burke and I am super excited to work at the Jr./Sr. High School in Wymore. My husband and I just moved to Wymore this summer from Lincoln. We have 3 grown fabulous children that all live in Lincoln! I have worked for Lincoln Public Schools for the past 16 years as a health technician in the health office. My husband Tom, works at Duncan aviation along with our daughter and son! We moved to the area because we love spending time at our cabin on a local lake.



**Southern Welcomes a New K-6 Special Education Teacher  
for the 2023-2024 School Year!**

My name is Shelby Decker. I am a graduate of Southern High School. I will graduate this spring with my Bachelor's of Science Degree in Elementary Education and K-6 Special Education from the University of Nebraska Omaha. In my free time, I enjoy spending time with my friends and family, working out, reading, and spending time outside. I am looking forward to teaching at Southern!



# **Request for Proposal: Network Switches**

February 7, 2023

Southern School District  
115 S 11th St  
Wymore, NE 68466

Erate Identifier: Cat2.2023Switches

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Final

## Overview

Southern School District is seeking proposals for one (1) 48-port network switch. **All proposals which are highly equivalent to Fortinet FortiSwitch 148F network switches will be considered.**

All proposals must include a lifetime warranty after online diagnosis and RMA issuance.

Vendors will have 24 hours after vendor selection is announced to raise any questions. Questions will be addressed via the web site posting answers to all questions. The District will have the final authority to the resolution of all questions.

Cabling, installation and implementation is not part of this RFP. Equipment will be drop shipped to the dock location at Southern School District, 115 S 11th St, Wymore, NE 68466.

All bidding vendors must be Erate eligible and have an updated Form 473 (SPAC) on file to provide the services requested and provide their Service Provider's Form 498 ID (formally known as SPIN) as part of this RFP. **Vendors are required to state if any proposed equipment and/or services are ineligible for Erate funding as part of their proposal documentation.**

Proposals are due in either hardcopy or in electronic form (PDF format) on or before **Friday, March 10, 2023 at 3:00 pm CST** at Southern School District, Attn: Cody Sabey –RFP Response, 115 S 11<sup>th</sup> St, Wymore, NE 68466 or emailed to [csabey@southernschools.org](mailto:csabey@southernschools.org). Emailed proposal documents will be time-stamped from the receiving computer.

Proposals will be available for inspection, at the District Office (115 S 11th St, Wymore, NE) by Noon on March 14, 2023.

Questions should be addressed, no later than February 28, 2023, to:

Cody Sabey

Email: [csabey@southernschools.org](mailto:csabey@southernschools.org)

Questions and Answers will be posted on district website (<https://www.southernschools.org/>) by March 2, 2023.

## 1.1 Product Specifications.

**All proposals which are highly equivalent to Fortinet FortiSwitch 148F network switches will be considered.** All equipment bid must be new. See below.

NETWORK MATERIALS	
Description	Quantity
Fortinet FortiSwitch 148F-FPOE	1

### Minimum System Requirements: 148F-FPOE

- Layer 3 managed switch
- 48x GE RJ45 and 4 x 10GE SFP+ ports
- Switching capacity: 176 Gbps
- Packets per Second: 260 Mpps
- 1U High, rack-mountable

## 2.1 Pricing and Payment Structure.

Vendors are required to breakdown the purchases as outlined in the table in Appendix A. Vendors are required to complete Appendix A as part of their proposal. If additional items are required to complete the proposal, please list them in Appendix A.

Contracts will be awarded only after receiving a funding commitment and decision letter from SLD or agreed upon by the district. This RFP will automatically become part of any contract awarded to a vendor. The District requests vendors to file a Form 474 (Service Provider Invoice; SPI) to request reimbursement directly from USAC for the eligible Erate portion of the contract.

## 3.1 Evaluation Process.

Please refer to Appendix B for further details regarding the evaluation process.

## 4.1 Discrepancies and Omissions.

Vendors finding discrepancies or omissions in the RFP or having any doubts as to the meaning or intent of any part thereof shall submit such questions or concerns to Cody Sabey, Southern School District, [csabey@southernschools.org](mailto:csabey@southernschools.org). Addenda issued in

correspondence to this RFP shall be considered a part of this RFP and shall become part of any final Contract that may be derived from this RFP. This RFP and its addenda will be part of any possible future contract with successful vendor(s).

## 5.1 Contingencies.

This RFP should not be considered as a Contract to purchase goods or services, but is a Request for Proposal in accordance with the Terms and Conditions herein and will not necessarily give rise to a contract. However, RFP responses should be as detailed and complete as possible to facilitate the formation of a contract based on the RFP response(s) that are pursued should Southern School District decide to do so. Proposals stating that pricing is valid dependent upon availability and/or subject to prior sale will be considered as non-responsive. Completion of this RFP form and its associated Appendices are a requirement. Failure to do so will disqualify your RFP response submittal. Vendors must submit sealed RFP responses by the due date and time as specified herein. Electronic submissions will be accepted if create in PDF format and e-mail [csabey@southernschools.org](mailto:csabey@southernschools.org) by the due date and time as specified herein. Date and time stamp of receiving computer will govern all e-mails. Vendors will be considered nonresponsive if the above requirements are not submitted as requested. The Southern School District has the right to reject all submitted proposals and resubmit for new proposals through a revised RFP.

## 6.1 Vendor Questions and Clarifications.

Questions should be addressed, no later than February 28, 2023, to:

Cody Sabey

Email: [csabey@southernschools.org](mailto:csabey@southernschools.org)

Questions and Answers will be posted on district website (<https://www.southernschools.org/>) by March 2, 2023.

Appendix A

**Required Form for RFP Response.**

<b>TABLE 2.1: SOUTHERN SCHOOL DISTRICT SHARED SERVICES</b>			
<b>Erate Eligible Services</b>			
<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Total</b>
Fortinet FortiSwitch 148F-FPOE	1		
<b>Additional Network Materials</b>			

I acknowledge Section 2.1 Pricing and Payment; Southern School District will only accept discount on invoices; therefore, the winning vendor will file a Form 474 (Service Provider Invoice Form) to request payment of the discount amount for eligible services after billing the applicant for the non-discount share of the cost of the equipment and/or services.

Vendor Name: \_\_\_\_\_

Erate Form 498 ID (SPIN): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

## Appendix B

Evaluation Rubric  
Southern School District  
Erate: Cat2.2023Switches

### **1. Cost of eligible equipment and/or eligible maintenance .....25 points**

Cost of Equipment will be released at time of proposal opening. Points will be awarded during the evaluation of the proposal(s).

### **2. Compatibility with currently owned district devices .....20 points**

Compatibility is very important. Points will be awarded during the evaluation of the proposal(s) and determination of compatibility with existing equipment will be done at that same time. Zero (0) points will be awarded for non-compatible devices and twenty (20) points will be awarded for full 100% compatibility.

### **3. Features included..... 15 points**

All documented features of the device in the RFP will be evaluated and points award as such. Points will not be awarded for features that are not included in the cost of the device as presented in the RFP.

### **4. Support of hardware ..... 10 points**

Technical support will be contacted and will be evaluated on its technical knowledge, English as the primary language, and ease of use.

### **5. Reliability..... 10 points**

Reliability score will be determined using the following criteria:

- a. References given in the RFP
- b. Known other users of the device
- c. Personal experiences

### **6. User Interface..... 10 points**

The user interface will be evaluated and points awarded on the ease of use and the completeness of the interface to the device.

### **7. References..... 10 points**

References will be contacted and points awarded on their responses.

# **Request for Proposal: Cabling**

February 7, 2023

Southern School District  
115 S 11th St  
Wymore, NE 68466

Erate Identifier: Cat2.2023Cabling

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## Overview

Southern School District is seeking proposals for CommScope Cat6 and Cat6a, or equivalent to, cabling at the district. Additionally, Southern School District is seeking proposals installation of new data drops in the district.

**A successful vendor must bid all projects in order to be considered.**

All bidding vendors must be Erate eligible and have an updated Form 473 (SPAC) on file to provide the services requested and provide their Service Provider's Form 498 ID (formally known as SPIN) as part of this RFP. **Vendors are required to state if any proposed equipment and/or services are ineligible for Erate funding as part of their proposal documentation.**

Top two vendors may be asked to present their proposal to the district technology staff in person.

Vendors will have 24 hours after vendor selection is announced to raise any questions. Questions will be addressed via the web site posting answers to all questions. The District will have the final authority to the resolution of all questions.

Proposals are due in either hardcopy or in electronic form (PDF format) on or before **Friday, March 10, 2023 at 3:00 pm CST** at Southern School District, Attn: Cody Sabey – RFP Response, 115 S 11th St, Wymore, NE 68466 or emailed to [csabey@southernschools.org](mailto:csabey@southernschools.org). Emailed proposal documents will be time-stamped from the receiving computer.

Proposals will be available for inspection, at the District Office (115 S 11th St, Wymore, NE) by Noon on March 10, 2023.

Questions should be addressed, no later than February 28, 2023, to:  
Cody Sabey  
Email: [csabey@southernschools.org](mailto:csabey@southernschools.org)

Questions and Answers will be posted on district website (<https://www.southernschools.org/>) by March 2, 2023.

**If a site survey is needed, vendors are required to contact Cody Sabey ([csabey@southernschools.org](mailto:csabey@southernschools.org)) to schedule a walk through.**

## 1.1 General Description

The general description of the Scope of Work (SOW) is to provide CommScope Cat6 or Cat6A or highly equivalent to, cabling at the district for a total of 250 drops. Southern School District is seeking proposals for both Cat6 and Cat6A cabling to determine what is the best interest of the district. All bids must comply with all sections of this RFP and the products and services to be considered.

**If a site survey is needed, vendors are required to contact Cody Sabey (csabey@southernschools.org) to schedule a walk through.**

## 2.1 Product and Services Specifications.

All drops must be CommScope CAT6/CAT6A, or highly equivalent to, cabling to a location in the classroom ceiling including a 10 foot service loop to be coiled above the ceiling unless agreed upon during the mandatory walk-thru. Must be terminated on the classroom side with a surface mount jack or other female adapter and on the MDF/IDF side on the patch panel in the data rack. In some locations, additional data racks may be needed and must be included in the project cost. All additional rack will be determined at the time of the walk-thru. All cable must be plenum rated.

## 3.1 Installation Schedule

Cabling installation must be completed during non-school day hours or times agreed upon at signing of contract. All installation equipment must be removed from student access during school hours. A secured storage room will be provided for vendor..

## 4.1 Changes to Scope of Work

The District, without invalidating the Contract, may order changes within the SOW consisting of additions, deletions, and/or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All said changes in the SOW shall be authorized by written "Change Order(s)", signed by the District.

## 5.1 Vendor Responsibilities

It shall be the responsibility of the selected vendor/contractor to provide the configuration and system quantities to all locations stated herein. The intentional or accidental omission of necessary component(s) or system(s) shall require the selected vendor/contractor to supply said missing component(s) or system(s) at no cost to the District. The District and any Consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work.

### **The awarded Bidder shall:**

- Meet jointly with representatives of the District to exchange information and agree on details of equipment arrangements and installation interfaces for the cabling project.
- Have sufficient resources in order to complete the SOW within the allotted timeframe.
- Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the cabling system installed at the District.
- Furnish, install, and terminate data jacks at each location according to the Product and Services Specifications.
- Attend the mandatory walk-thru.
- Install all cable in accordance with the Product and Services Specifications and/or manufacturer's recommendations and best industry practices.
- Develop and submit for approval a labeling system for the cable installation. At a minimum, the labeling system shall clearly identify all components of the system; racks, cables, panels, and outlets. Sample labels must be approved by the District.
- Test (100%) all cables and termination hardware for defects in installation and to verify cable performance under installed conditions. Testing procedures should be included in proposal documentation.
- Supply documentation of testing and footage of each cabling run in proposal documentation.
- Abide by and responsible for all electrical and fire code regulations.
- Provide a written guarantee/warranty covering the installed cabling system against defects in workmanship, components, and performance, and follow-on support after project completion for a period of fifteen (15) years.

## 6.1 E-rate Terms

Any and all USF E-rate "ineligible" products and/or services must be listed separately in the Bid.

## 7.1 Pricing and Payment Structure

Vendors are required to breakdown the purchases as outlined in the table in Appendix A. Vendors are required to complete all projects listed in Appendix A as part of their proposal. A successful vendor must bid all projects in order to be considered.

Contracts will be awarded only after receiving a funding commitment and decision letter from SLD or agreed upon by the district. This RFP will automatically become part of any contract awarded to a vendor. The District requests vendors to file a Form 474 (Service Provider Invoice; SPI) to request reimbursement directly from USAC for the eligible Erate portion of the contract.

## 8.1 Evaluation Process

Please refer to Appendix B for further details regarding the evaluation process.

## 9.1 Discrepancies and Omissions

Vendors finding discrepancies or omissions in the RFP or having any doubts as to the meaning or intent of any part thereof shall submit such questions or concerns to Cody Sabey, Southern School District, [csabey@southernschools.org](mailto:csabey@southernschools.org). Addenda issued in correspondence to this RFP shall be considered a part of this RFP and shall become part of any final Contract that may be derived from this RFP. This RFP and its addenda will be part of any possible future contract with successful vendor(s).

## 10.1 Contingencies

This RFP should not be considered as a Contract to purchase goods or services, but is a Request for Proposal in accordance with the Terms and Conditions herein and will not necessarily give rise to a contract. However, RFP responses should be as detailed and complete as possible to facilitate the formation of a contract based on the RFP response(s) that are pursued should Southern School District decide to do so. Proposals stating that pricing is valid dependent upon availability and/or subject to prior sale will be considered as non-responsive. Completion of this RFP form and its associated Appendices are a requirement. Failure to do so will disqualify your RFP response submittal. Vendors must submit sealed RFP responses by the due date and time as specified herein. Electronic submissions will be accepted if create in PDF format and e-mail [csabey@southernschools.org](mailto:csabey@southernschools.org) by the due date and time as specified herein. Date and time stamp of receiving computer will govern all e-mails. Vendors will be considered nonresponsive if the above requirements are not submitted as requested. The Southern School District has the right to reject all submitted proposals and resubmit for new proposals through a revised RFP.

## 11.1 Vendor Questions and Clarifications.

Questions should be addressed, no later than February 28, 2023, to:

Cody Sabey

Email: [csabey@southernschools.org](mailto:csabey@southernschools.org)

Questions and Answers will be posted on district website (<https://www.southernschools.org/>) by March 2, 2023.

Final

Appendix A

**Required Form for RFP Response.**

<b>TABLE 1.1: SOUTHERN SCHOOL DISTRICT</b>		
<b>Erate Eligible Services</b>		
<b>Description</b>	<b>Qty</b>	<b>Total Project Cost*</b>
<b>CAT6 drops</b>	<b>250</b>	
<b>CAT6A drops</b>	<b>250</b>	
<b>Additional Charges</b>		
<i>*Detailed description of the total project cost is required to be included as part of the proposal.</i>		

I acknowledge Section 2.1 Pricing and Payment; Southern School District will only accept discount on invoices; therefore, the winning vendor will file a Form 474 (Service Provider Invoice Form) to request payment of the discount amount for eligible services after billing the applicant for the non-discount share of the cost of the equipment and/or services.

Vendor Name: \_\_\_\_\_

Erate Form 498 ID (SPIN): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

## Appendix B

Evaluation Rubric  
Southern School District  
Erate: Cat2.2023Cabling

### **1. Cost of Eligible Equipment and Services .....40 points**

Cost of Equipment and Services will be released at time of proposal opening. Points will be awarded during the evaluation of the proposal(s).

### **2. Vendor Qualifications, Knowledge and Experience, Past Work, Skills and Abilities, and Past Performance in Similar Projects ..... 25 points**

Criteria will be determined based on demonstrated history of related projects, knowledge in installation and managed services provided.

### **3. Testing Method and Warranty.....20 points**

All documentation provided on testing procedures and warranty coverage will be evaluated.

### **4. Reliability and References ..... 10 points**

Reliability score will be determined using the following criteria:

- a. References given in the RFP
- b. Known other users of the device
- c. Personal experiences

### **5. Regional Vendor ..... 5 points**

Regional Vendor score will be determined based on the location of the Vendor.

## 2022-23 Teacher Vacancy Survey Report Summary

The Nebraska Department of Education (NDE) conducted the 2022-23 Teacher Vacancy Survey in the fall of 2022. All public-school districts, nonpublic school systems and Educational Service Units (ESU) have been included in the collection of data. For purposes of this report, the ESU data has been combined with the public-school data (district) while the nonpublic data (system) is combined with them into the total counts. This summary shows the totals. For the separate district and system counts, see the full report.

The survey of all 436 Nebraska districts/systems (244 PK-12 public school districts, 17 ESUs, and 175 nonpublic school systems) in the state requested the following information:

- The number of districts/systems that could not find fully qualified teachers\* to fill positions;
- The endorsement areas of the positions that were unfilled\*\*;
- The reasons why the applicant pool was not sufficient; and
- What the district/system did to address the unfilled positions.

The overall response rate was good (92%) with 402 completing the survey. The district rate (public/ESU) was 258 of 261 responding for a 99% response rate, while the system rate (nonpublic) was 144 of 175 responding for an 82% response rate. There was an increase in participation by public districts, ESUs, and nonpublic systems this year. The endorsement areas with the largest number of unfilled positions were the following:

Endorsement Area	Unfilled**		Vacant***	Endorsement Area	Unfilled**		Vacant***
	#	%	#		#	%	#
Special Education	143.4	18.65%	47.4	Early Childhood Education	28.6	3.72%	14.0
Elementary Education	117.9	15.34%	22.5	Art	21.55	2.80%	2.0
Career Education Areas	70.85	9.22%	12.25	World Language	21.45	2.79%	3.5
Language Arts	54.1	7.04%	2.0	School Counselor	21.05	2.74%	2.3
Science	48.97	6.37%	8.0	Health/Physical Education	20.87	2.71%	0.0
Mathematics	46.93	6.11%	18.6	Social Studies/Social Science	18.25	2.37%	1.0
Speech Language Pathology	45	5.85%	34.0	School Psychologist	17.5	2.28%	7.0
Music Instrumental/Vocal	32.8	4.27%	5.9	School Library	13.1	1.70%	0.0

+ ESL/ELL are traditional shortage areas for federal consideration so Nebraska recognizes them as well.

Districts/Systems reported 768.70 positions as unfilled with fully qualified personnel, and 208.45 left vacant for 2022-23. Of those 768.70 positions, 227.05 positions (29%) were in districts/systems with less than 500 students.

There were 196 districts/systems (48.75% of the returned surveys) with unfilled positions at the beginning of the 2022-23 school year.

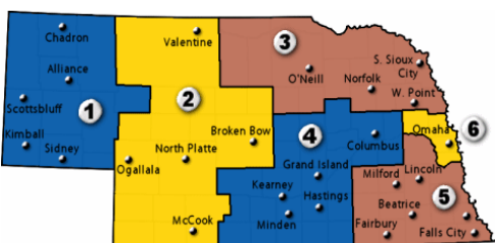
For the purposes of this survey:

\***Fully qualified teacher** is an individual who holds an Initial, Standard, or Professional, Nebraska teaching certificate with the appropriate endorsement for the assigned class, and the professional attributes sought by the school district.

\*\***Unfilled** refers to a position that was filled by someone other than a fully qualified teacher or a position that was left vacant.

\*\*\***Vacant** refers to a position that was not filled at all – i.e., in Special Education of the 143.4 unfilled positions, 96 have teachers and 47.4 were left vacant.

## 2022-2023 Teacher Vacancy Survey Report Summary Continued



- 1 – Western
- 2 – West Central
- 3 – Northeast
- 4 – Central
- 5 – Southeast
- 6 – Metro

Region	Districts/Systems with Unfilled** Positions		Number of Unfilled** Positions		Vacant***	
	No. of Districts/Systems	%	No. of Unfilled	%	No. Vacant	% Unfilled left Vacant for Region
Central	51	26.02%	104.50	13.59%	20.00	19.14%
Metro	29	14.80%	309.35	40.24%	59.00	19.07%
Northeast	38	19.39%	91.35	11.88%	34.50	37.77%
Southeast	36	18.37%	168.50	21.92%	71.55	42.46%
West Central	25	12.76%	44.90	5.84%	7.40	16.48%
Western	17	8.67%	50.10	6.52%	16.00	31.94%
<b>Total</b>	<b>196</b>	<b>100.00%</b>	<b>768.70</b>	<b>100.00%</b>	<b>208.45</b>	<b>27.12%</b>

Districts/systems were allowed to identify multiple reasons for unfilled\*\* positions. Of the 196 districts/systems reporting unfilled positions, the main reasons given were divided between “No applicants” (46%) and “No fully qualified applicants based on endorsement area” (20%).

The survey offered solutions from which districts/systems could choose from when identifying how they solved the dilemma of unfilled\*\* positions. The most frequently reported solutions for unfilled positions include: “Position was not filled” (17%); “Hired a person NOT appropriately endorsed in the content area” (15%); “Hired a person who holds a transitional permit” (13%); and “Used substitute teachers” (11%). For further information, see Tables 10a-c in the full report.

Of the 17 endorsement shortage areas, six have been designated shortage areas each year for the last 15 years: Language Arts, Mathematics, Science, Special Education, Speech Language Pathology, and World Language. In addition to these, 8 others have been designated shortage areas each of the last five years: Career Education Areas; Art; Early Childhood Education; Health and/or Physical Education; School Counselor; School Library; School Psychologist; and Music/Instrumental/Vocal.

Find the full report at <https://www.education.ne.gov/educatorprep/teacher-shortage-survey/>. Tables included in the Report Summary combine public and nonpublic system responses. The full report provides an analysis of public and nonpublic in separate tables as well.

For the purposes of this survey:

**\*Fully qualified teacher** is an individual who holds an Initial, Standard, or Professional, Nebraska teaching certificate with the appropriate endorsement for the assigned class, and the professional attributes sought by the school district.

**\*\*Unfilled** refers to a position that was filled by someone other than a fully qualified teacher or a position that was left vacant.

**\*\*\*Vacant** refers to a position that was not filled at all – i.e., in Special Education of the 143.4 unfilled positions, 96 have teachers and 47.4 were left vacant.

# Teacher Vacancy Survey Comparison

The Nebraska Department of Education (NDE) administers the Teacher Vacancy Survey to assess shortage areas annually. This report serves as a comparison between the 2022 and 2021 survey results.

To view the full reports, visit [education.ne.gov](http://education.ne.gov).

## Top Reason:

**2022**

Of 196 respondents, 46% reported: **“No applicants.”** 20% reported: **“No fully qualified applicants.”**

**2021**

Of 143 respondents, 40% reported: **“No applicants”**

2022

**92%**

### Responses

In 2022, 402 of 436 (92%) districts/systems responded. In 2021, 324 of 438 (74%) districts/systems responded.

2021

**74%**

### Unfilled Positions

In 2022, 196 respondents reported 768.70 unfilled positions compared to 143 reporting 482 in 2021.

2022

**768**

2021

**482**

## Top Solution:

In 2022, 17% of respondents reported the **“Position was not filled.”**

In 2021, 16% of respondents reported the **“Position was not filled.”**

2022

**27%**

### Vacancies

In 2022, 208.45 of 768.70 (27%) positions were vacant. In 2021, 68 of 482 (14%) positions were vacant.

2021

**14%**

### Top Unfilled

Special Education topped the list of unfilled positions by endorsement area with 143 in 2022 and 86 in 2021.

2022

**Special Education**

2021

**Special Education**

## Top 5 Unfilled:

- 2022
1. Special Education
  2. Elementary Ed.
  3. Career Education
  4. Language Arts
  5. Science

- 2021
1. Special Education
  2. Language Arts
  3. Elementary Ed.
  4. Science
  5. Career Education





# Introduction

UNIVERSITY OF  
**Nebraska**  
Lincoln®





**WORDS**

**Workshops On Reading  
Development Strategies**

**Getting K-3 students to grade-  
level reading**



# WORDS Project Components

Teacher PD with  
Ongoing Support

Extra Instruction  
for Children



Training Leaders

Assessment  
Support





# Practice- Based Professional Development

- Professional development
  - Standard topics
  - School-based topics
- Science of Reading/Big Five
- Teacher sharing/input
- Local concerns
- Problem solving and data analysis
- Teacher empowerment
- 5 PD sessions in year 1
  - one full-day
  - 4 half-days
- All PD is at your school





## Before- or After-School Tutoring

- Teachers and paras teach small groups before or after school
- Students are identified using data
- Instruction is determined using data
- Flexible schedule:
  - 2, 30-minute lessons per week
  - 3, 45-minute lessons per week
- 5-week session in the fall
- 5-week session in the spring
- \$750 stipend for each session





## Literacy Leaders

- Advanced literacy/leadership training opportunity for individuals at each WORDS school
- Meet monthly via zoom
- In-person retreat in Lincoln (summer)
- Create a project to improve reading at your school
- Network with other literacy leaders across the state
- \$2500 stipend
- Application process





## Assessment Support

- DIBELS 8 via mCLASS
- Grant will cover cost of mCLASS for four years
- Administration training
- Help with data analysis
- Using data to drive core and intervention instruction



# Beginning of Year

Grade 1 Last Name, First Name	Composite Goal 330	Letter Names		Phonemic Awareness		Letter Sounds		Decoding		Word Reading		Reading Accuracy		Reading Fluency	
		LNF Goal 42	PSF Goal 31	NWF-CLS Goal 30	NWF-WRC Goal 5	WRF Goal 12	ORF-Accu Goal 67%	ORF Goal 10							
██████████	322 Below	37 Below	53 Above	24 Well Below	4 Below	8 Below	20% Well Below	2 Well Below							
██████████	353 Benchmark	64 Benchmark	38 Benchmark	57 Above	16 Above	17 Benchmark	79% Benchmark	22 Benchmark							
██████████	335 Benchmark	67 Benchmark	42 Benchmark	34 Benchmark	9 Benchmark	10 Below	50% Below	7 Below							
██████████	318 Well Below	20 Well Below	33 Benchmark	24 Well Below	5 Benchmark	6 Well Below	18% Well Below	2 Well Below							
██████████	331 Benchmark	41 Below	38 Benchmark	41 Benchmark	13 Benchmark	7 Well Below	30% Well Below	3 Well Below							
██████████	354 Above	58 Benchmark	37 Benchmark	63 Above	16 Above	18 Benchmark	72% Benchmark	21 Benchmark							



**Grade 1**  
Last Name, First Name

██████████

Skill	Start - BOY				Growth Rate		End - MOY	
	Score	Average	Above Average	Well Above Average		Goal Set		
<b>Letter Names</b> LNF	46 Benchmark	58 - 62 <input checked="" type="radio"/>	63 - 69 <input type="radio"/>	70+ <input type="radio"/>	58	0	51 57	
<b>Phonemic Awareness</b> PSF	39 Benchmark	47 - 51 <input checked="" type="radio"/>	52 - 58 <input type="radio"/>	59+ <input type="radio"/>	47	0	34 43 57	
<b>Letter Sounds</b> NWF-CLS	32 Benchmark	46 - 53 <input checked="" type="radio"/>	54 - 64 <input type="radio"/>	65+ <input type="radio"/>	52	0	41 52 78	
<b>Decoding</b> NWF-WRC	8 Benchmark	14 - 16 <input checked="" type="radio"/>	17 - 21 <input type="radio"/>	22+ <input type="radio"/>	14	0	10 14 25	
<b>Word Reading</b> WRF	6 Well Below	12 - 13 <input type="radio"/>	14 - 16 <input type="radio"/>	17+ <input checked="" type="radio"/>	17	0	14 17 33	
<b>Reading Accuracy</b> ORF-Accu	60% Below	80 - 87 <input checked="" type="radio"/>	88 - 94 <input type="radio"/>	95+ <input type="radio"/>	87	0	54 87	
<b>Reading Fluency</b> ORF	6 Below	15 - 19 <input type="radio"/>	20 - 28 <input checked="" type="radio"/>	29+ <input type="radio"/>	21	0	10 21 57	
<b>Composite</b>	<b>329</b> Below	385 - 390 <input checked="" type="radio"/>	391 - 398 <input type="radio"/>	399+ <input type="radio"/>	390	200	377 389 424	





## Follow-Up Support

- Observations
- Consultation meetings with individual teachers



# How does WORDS fit what you're doing?

- Current reading program
- Nebraska Reading Laws
- Reading assessments (screening and progress monitoring)
- School Improvement Plan
- MTSS
- Other reading training (e.g. LETRS)



# Current School Partners

- Superior Public Schools
- Kimball Public Schools
- Keya Paha
- North Bend Elementary
- North Platte
  - Jefferson Elementary
  - Lincoln Elementary
- Minatare
- Hampton Public School
- Broken Bow Public Schools
- Maywood Public Schools
- Sidney Public Schools
- Gordon-Rushville Public Schools



**Questions?**



# WORDS

## Workshops on Reading Development Strategies

- Developed by:
  - University of Nebraska—Lincoln
  - Nebraska Department of Education
  - Nebraska Schools
- Other Partners:
  - Institute of Education Sciences
  - University of California, Irvine
  - Texas A&M University
  - University of Iowa



# Team Members & Partners

## Project Director

- Michael Hebert

## Co-Investigators

- Marc Goodrich
- Natalie Koziol
- Derek Rodgers
- Janet Bohaty
- Rachel Schachter
- Amanda Witte
- Hyeonjin Yoon
- Sarah Zuckerman

## NDE Sponsors

- Abby Burke, NDE Reading Specialist
- Mary Jo McElhose, Nebraska MTSS

## Project Team

- Nancy Coffey
- Anna Clausen
- Heidi Hines
- Sergio Leiva
- George Toman
- Kristen Job



## **5052 School Wellness Policy**

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.\*

### **1. Goals for Nutrition Promotion and Education**

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

### **2. Goals for Physical Activity**

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

**3. Goals for Other School-Based Activities Designed to Promote Student Wellness**

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

**4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day**

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
  - i. USDA National School Lunch and School Breakfast nutrition standards
  - ii. USDA Smart Snacks in School nutrition standards.

- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

## **5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day**

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

## **6. Food and Beverage Marketing**

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

## **7. Public Participation**

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

## **8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)**

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
  - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
  - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
  - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
  - (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

## **9. Triennial Assessment**

The school board shall assess and review this policy at least every three years to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

## **10. Public Notice**

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

## **11. Recordkeeping**

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

## **12. Operational Responsibility**

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

- \* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated 9/2016 to Reflect the USDA Final Rule) found at:

[https://www.healthiergeneration.org/asset/wtqdwu/14-6372\\_ModelWellnessPolicy.doc](https://www.healthiergeneration.org/asset/wtqdwu/14-6372_ModelWellnessPolicy.doc).

Adopted on: 1-14-2019

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

Q18.

According to 7 CFR 210.31(e)(2), all schools are required to complete an assessment of their school's compliance with their local school wellness policy (SWP) at least once every three years and make this assessment available to the public by posting assessment responses to your school's website. You will have the option to download a pdf of your assessment at the conclusion of the survey.

The school wellness policy (SWP) triennial assessment must be completed by June 30, 2021. Non-compliance with this requirement will result in a holding of the school's claim until this requirement is met.

The questions contained in this survey have been taken from the Alliance for a Healthier Generation's SWP assessment. Please provide your school's information and then answer each of the 10 questions below. Click "Submit" at the end of the survey to have your assessment recorded.

Q16. This survey outlines the ten required components of the SWP as defined by the USDA final rule of 2016. Districts can use this checklist with Healthier Generation's Model Wellness Policy to revise/update their SWP to ensure that it meets federal requirements. Healthier Generation's Model Wellness Policy includes model language for the required components, as well as resources to support implementation.

For each component identified below, select the rating that applies to your SWP. The rating scale is:

2 = Includes **all** required language

1 = Includes **some** of the required language

0 = Includes **none** of the required language

Q17. Please provide your school's information in the space provided below.

School Name

Southern Public Schools

Agreement Number (6 digits, no dashes)

340001

School Wellness Policy Contact Name

Dr. Christopher Prosocki

School Wellness Policy Contact Email

cprosocki@southernschools.org

Q2. The policy identifies one or more school district and/or official(s) who have the authority and responsibility for ensuring that each school complies with the policy.

Rating  ▼

Q3. The policy includes language inviting parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, review and update of the SWP.

Rating

Q4. The policy includes language describing the methods for informing the public (including parents, students, and other in the community) about the SWP, and updates this information on an annual basis.

Rating

Q5. The policy includes language that outlines the triennial assessment. At least once every three years, the following is measured and made available to the public:

- the extent to which the school(s) comply with SWP;
- the extent to which the SWP compares to model local school wellness policies;
- the progress made in attaining the goals of the SWP

Rating

Q6. The policy includes nutrition standards for all foods and beverages sold on the school campus during the school day that are consistent with federal regulations for school meals and the Smart Snacks in School nutrition standards.

Rating

Q7. The policy includes standards for foods and beverages provided, but not sold, to students during the school day (e.g. in classroom parties or classroom snacks brought by parents).

Rating

Q8. The policy includes specific goals for nutrition education and promotion activities.

Rating

Q9. The policy includes requirements for marketing and advertising of only those foods and beverages that meet the USDA Smart Snacks in School nutrition standards on the school campus during the school day.

Rating

Q10. The policy includes specific goals for physical activity opportunities.

Rating

Q11. The policy includes specific goals for other school-based activities that promote student wellness.

Rating

Q22. Please indicate below if your school would like support with its school wellness policy. Support may be available through your local University of Nebraska-Lincoln Extension office.

Yes

No

Q23. Please provide contact information for the person who should be contacted if support for your SWP is available.

*This question was not displayed to the respondent.*

Q21.

Thank you for completing the SWP triennial assessment.  
Your assessment has been recorded and no further action is needed at this time.

**Location Data**

**Location:** [\(40.113006591797, -96.66130065918\)](#)

**Source:** GeoIP Estimation



# Smart Snacks Decision Chart

Effective July 1, 2019

## **MUST meet all of the Nutrient Standards for:**

1. Calories  $\leq 200$  Snack/side  
 $\leq 350$  Entree
2. Sodium (mg)  $\leq 200$  Snack/side  
 $\leq 480$  Entree
3. Total Fat ( $\leq 35\%$  calories)
4. Saturated Fat ( $< 10\%$  calories)
5. Trans fat (g) (0)
6. Total sugar ( $\leq 35\%$  by weight)

**AND**  
**Snack/Side/  
Entree that is**

### 1st Ingredient Grain

**A**

- $\geq 50\%$  WHOLE GRAIN

**OR**

### 1st Ingredient (one of the following)

**B**

- FRUIT
- VEGETABLE
- DAIRY (pudding, ice cream, cheese, yogurt)
- MEAT (poultry, eggs, nuts, fish)

**OR**

### A Combination Food

**C**

- With 1/4 cup fruit/vegetable

The **Smart Snack Guidelines** define what can be sold during the school day.

The **Nebraska Competitive Food Rule** requires that no other program or school group sell food or beverages anywhere on the school campus ½ hour before to ½ hour after breakfast and lunch. This rule defines when items can be sold during the school day.

School Campus—all areas of school property that are accessible to students during the school day

School Day—for foods/beverages that do not meet the Smart Snack criteria, nothing can be sold from midnight before until 30 minutes after the end of the official school day

See reverse side for information on **Beverages** and **Exemptions**. See NDE-NS website for more information.

This institution is an equal  
opportunity provider.



## BEVERAGES

Maximum Size for each grade	ELEM	MIDDLE	HIGH
<b>WATER</b> <i>Non-carbonated or carbonated</i>	<b>ANY SIZE</b>	<b>ANY SIZE</b>	<b>ANY SIZE</b>
<b>MILK</b> <i>Skim or 1% unflavored Skim flavored</i>	8 oz	12 oz	12 oz
<b>100% JUICE</b> <i>Plain or carbonated</i>	8 oz	12 oz	12 oz
<b>ZERO CALORIE BEVERAGE</b> <i>Flavored and/or Carbonated &lt;5 cal/8 oz Or ≤10 cal/20 oz</i>	<b>NOT PERMITTED</b>	<b>NOT PERMITTED</b>	20 oz
<b>LOW CALORIE BEVERAGE</b> <i>Flavored and/or Carbonated ≤40 cal/8 oz Or ≤60 cal/12 oz</i>	<b>NOT PERMITTED</b>	<b>NOT PERMITTED</b>	12 oz

Caffeinated beverages are only permitted at the High School Level

## EXEMPTIONS

**ENTRÉE SECOND** - Exempt from nutrient standards if served same day or next day.

**FRUITS/VEGETABLES** - Exempt from nutrient standards if NO added ingredients.

**DRIED FRUITS/VEGETABLES** - Exempt from sugar standard if NO added nutritive sweeteners or if added ingredient is necessary for processing and/or palatability.

**SEAFOOD** - Exempt from total fat standard.

**CHEESE** - Exempt from fat and saturated fat standards. Does not apply to combination foods.

**NUTS/NUT BUTTER/SEEDS** - Exempt from total fat and saturated fat standards. Exemption does not apply to combination foods such as peanut butter crackers.

**DRIED FRUIT WITH NUTS** - Exempt from total fat, saturated fat and sugar if no added sugar or fat.



Southern School District  
115 South 11<sup>th</sup> Street  
Wymore, NE 68466

### **Southern School Community:**

Our district takes pride in supporting the needs of the whole child, to ensure that all children are safe, supported, engaged, and challenged each day as they walk into our building.

Research indicates that initiatives focused on improving aspects of students' well-being in schools—such as addressing childhood obesity, preventing bullying, supporting students mental health, and restricting schools' use of exclusionary discipline—have been found to be successful in improving student success, and academic excellence.

To advance the common goal of improving social, health, and academic outcomes for all students, coordinated efforts that integrate multiple components of a healthy school environments are being harnessed to supporting the wellbeing needs of staff and students. We hope that the results of the triennial assessment help to outline the efforts underway in our district and the emphasis we put on whole child supports.

If you have any questions, please contact Dr. Christopher Prosocki, at [cprosocki@southernschools.org](mailto:cprosocki@southernschools.org).

Respectfully,

School Wellness Team

Notice of Non-Discrimination: The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

# Southern School District



## MEET OUR TEAM

Christopher Prososki, Jeff Murphy, Jerry Rempe, Dominique Clay, Stephanie Ware, Jolene Bartels, Kane Hookstra, Jeff Tunink, Josie Hulse, Kylie Betten, Joni Runge, Sheri Yockel, Dyan Allington, & Kim McMurray



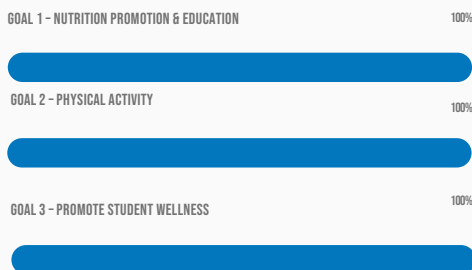
Policy 5052: School Wellness Policy –  
Link: <https://tinyurl.com/yy4xjja8>



Contact: Dr. Christopher Prososki

## WELLNESS METRICS:

SOUTHERN SCHOOL DISTRICT – MEETING WELLNESS POLICY GOALS



## TRIENNIAL WELLNESS ASSESSMENT RESULTS 2023

### 1. POLICY COMPLIANCE RESULTS

Southern registered a perfect score on the Alliance for a Healthier Generation 10-step Checklist!

### 2. WELLNESS POLICY GOALS

- Nutrition Promotion & Education
- Physical Activity
- Promote Student Wellness

## KEY ACHIEVEMENTS:

- Aligned the local wellness policy goals with our School Improvement plans
- Completed the triennial assessment and shared results
- Utilized school health data to make informed decisions to support student wellbeing efforts

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

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

**Section 1. Term of Contract.** The Principal shall be employed for 1 year beginning on **August 1, 2023**, and expiring on **July 31, 2024**. During this and any subsequent year under this contract, the Principal shall render at least 220 working days of service in the performance of his duties as Principal. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Principal actually and necessarily completes his contractual duties. The Principal agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Principal shall keep complete and accurate records of his working days and shall provide the Superintendent with a report of his accumulated working days at least yearly.

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

**Section 3. Salary.** The Principal's salary for the contract year shall be \$ \_\_\_\_\_ which shall be paid in 12 equal monthly installments beginning in the month of **August 2023**. The Board shall not reduce the Principal's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

- d. Disability Insurance.** The Principal shall purchase long-term disability insurance from the School District's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- e. Personal Days.** The Principal shall have 3 personal days for the 2023-2024 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. All parties will cooperate in arranging personal time so as to cause the least inconvenience to the normal operation of the District.
- f. Professional Development.** The Principal is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he may attend appropriate professional meetings at the local and state level; and the Board will pay for valid expenses of attendance.
- g. Professional Dues.** The School District will pay the annual dues for the Principal's membership in the following organizations: Nebraska Council of School Administrators (NCSA), Nebraska State Association of Secondary School Principals (NSASSP), Nebraska Association of Elementary School Principals (NAESP), and Nebraska State Interscholastic Athletic Administrators Association (NSIAAA), National Interscholastic Athletic Administrators Association (NIAAA), and Nebraska Coaches Association (NCA).
- h. Bereavement Leave.** The Principal shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Principal will be allowed up to 3 days of paid bereavement leave per year.

- i. **Cell Phone.** The Principal shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Principal up to a maximum of \$100 per month for the actual cost of a cellular phone service plan and the district will provide the Principal with a stipend every two years to cover the expense of purchasing a cell phone.

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

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

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

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

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

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

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

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

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

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

**Executed by the Board this 13 day of February, 2023.**

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

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

**Executed by the Principal this 13 day of February, 2023.**

\_\_\_\_\_  
Principal