

MINUTES  
BOARD OF EDUCATION

February 17, 2025

7:00 PM

President Dave Zimmerman called the meeting to order at 7:00 PM with the following members in attendance:

I. Call Meeting to Order

I.A. Roll Call

I.B. Notice of Nebraska Open Meetings Act Posted

II. Approval of Minutes from the January 13, 2025, Regular Board Meeting

Motion to approve minutes from the January 13, 2025, Regular Board Meeting. This motion, made by Debra Schlake and seconded by Jeff Argo, passed.

Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Jared McKeever: yes, Debra Schlake: yes, David Zimmerman: yes  
yes: 6, no: 0

III. Communications, Audiences, and Recognitions

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

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

IV.A. Approval of Bills

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

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

Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Jared McKeever: yes, Debra Schlake: yes, David Zimmerman: yes  
yes: 6, no: 0

IV.A.2. Lunch & Activity Claims

V. Support Service

V.A. Facility Update

V.B. Personnel Items

V.B.1. Resignation

V.B.1.1. Dr. Christopher Prosocki - 1.0 FTE - Superintendent at the Conclusion of his 2024-2025 Contract

Motion to approve the resignation of Dr. Christopher Prosocki at the conclusion of his 2024-2025 contract. This motion, made by Dana Dorn and seconded by Debra Schlake, passed.  
Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Jared McKeever: yes, Debra Schlake: yes, David Zimmerman: yes  
yes: 6, no: 0

V.B.2. Consider the Hiring of a Superintendent Search Firm to fill the Open Superintendent Position for the 2025-2026 School Year (NASB, NRCSA, or McPherson & Jacobson)

Motion to approve McPherson Jacobson search firm to fill the open superintendent position for the 2025-2026 school year. This motion, made by Debra Schlake and seconded by Jeff Argo, passed.  
Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Jared McKeever: yes, Debra Schlake: yes, David Zimmerman: yes  
yes: 6, no: 0

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. Principals' Contracts & Salaries for 2025-2026 School Year

VII.A.1. Principals' Contract Extensions

Motion to approve the principals' contract extensions through the 2025-2026 school year. This motion, made by Debra Schlake and seconded by Betsy Frerichs, passed.  
Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Jared McKeever: yes, Debra Schlake:

yes, David Zimmerman: yes  
yes: 6, no: 0

VII.A.2. Principals' Salaries for the 2025-2026 School Year

Motion to approve a 4.5% raise for the 2025-2026 school year. This motion, made by Jared McKeever and seconded by Debra Schlake, passed.  
Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Jared McKeever: yes, Debra Schlake: yes, David Zimmerman: yes  
yes: 6, no: 0

VII.B. Classified Salaries for the 2025-2026 School Year

Motion to approve a \$1.50 raise for the 2025-2026 school year. This motion, made by Debra Schlake and seconded by Jared McKeever, passed.  
Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Jared McKeever: yes, Debra Schlake: yes, David Zimmerman: yes  
yes: 6, no: 0

VII.C. Consider the Approval of an Out-of-State Travel Request (6th Grade Field Trip)

Motion to approve the out-of-state travel request for the 6th grade field trip. This motion, made by Debra Schlake and seconded by Jared McKeever, passed.  
Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Jared McKeever: yes, Debra Schlake: yes, David Zimmerman: yes  
yes: 6, no: 0

VII.D. Option Enrollment Applications

VIII. Adjournment

Motion to adjourn the meeting at 9:36 p.m. This motion, made by Jeff Argo and seconded by Debra Schlake, passed.  
Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Jared McKeever: yes, Debra Schlake: yes, David Zimmerman: yes  
yes: 6, no: 0

BY

President of the Board of Education

Of this School District

ATTEST

Secretary of the Board of Education  
of this School District

# NEBRASKA OPEN MEETINGS ACT

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

**84-1408. Declaration of intent; meetings open to public.** It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

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

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

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

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

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

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

**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; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.**

(1) Until January 1, 2025:

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

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in

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

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

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

(B) Posting written notice in three conspicuous public places in such city, village, or district. 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.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(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) Beginning January 1, 2025:

(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 (2)(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 committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(C)(III) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (2) (b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(b) of this section are met:

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

(i) Reasonable advance publicized notice is given as provided in subsections (1) and (2) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

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

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (a) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (b) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing.

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

(5) 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.

(6) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (5) 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.

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

(8)(a) Notwithstanding subsections (3) and (6) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsections (1) and (2) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (5) of this section shall be complied with in conducting such meetings.

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

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if:

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

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

(c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section.

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

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

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **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 07/2024

MINUTES  
BOARD OF EDUCATION  
January 13, 2025  
7:00 PM

I. Call Meeting to Order

President Dave Zimmerman called the meeting to order at 7:00 p.m. and the following members were present: Dana Dorn, Dave Zimmerman, Debra Schlake, Jared McKeever, & Jeff Argo. The following administrators were present: Kane Hookstra & Christopher Proski. The following student board member was present: Gracie Vermillion.

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: 1/8/2025

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 Betsy Frerichs from the January 13, 2025, school board meeting

Motion to excuse Betsy Frerichs from the January 13, 2025, school board meeting. This motion, made by Jeff Argo and seconded by Jared McKeever, passed.  
yes: 5, no: 0, Absent: 1

I.D. Reorganization of the Southern School Board

I.D.1. Election of Officers

I.D.1.1. President

Motion to approve Dave Zimmerman as the President. This motion, made by Debra Schlake and seconded by Jared McKeever, passed.

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

### I.D.1.2. Vice-President

Motion to approve Dana Dorn as Vice-President. This motion, made by Jeff Argo and seconded by Debra Schlake, passed.

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

### I.D.1.3. Secretary

Motion to approve Debra Schlake as the Secretary. This motion, made by Dana Dorn and seconded by Jeff Argo, passed.

yes: 5, no: 0, Absent: 1

## II. Approval of Minutes from the December 9, 2024, Regular School Board Meeting & the December 19, 2024, Special School Board Meeting

Motion to approve minutes from the December 9, 2024, Regular School Board Meeting & the December 19, 2024, Special School Board Meeting. This motion, made by Jared McKeever and seconded by Jeff Argo, 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.

The school board received public comment from Beth Willet.

## 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 Debra Schlake and seconded by Jared McKeever, passed.

yes: 5, no: 0, Absent: 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 replacing the flag pole at the Jr./Sr. High School, converting lights to LED lighting, getting buses serviced, working on the old

office area at the Jr./Sr. High School, and a water leak at the Jr./Sr. High School that NIFCO rectified.

Dr. Prosocki gave the school board an update on working with Engineering Technologies Inc. to get the 4 rooftop units and the 4 condensing units at the Jr./Sr. High School out to bid as required by state law. The current units range from 23-27 years in age, and typically these units last anywhere from 15 years to 30 years. Dr. Prosocki noted that it will cost around \$250,000 to \$300,000 to replace the 8 units.

#### V.B. Personnel Items

#### V.C. Technology Update

### VI. Administrative and Committee Reports

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

The student board member reported on the following items: student council, junior high girls' basketball. MUDECAS basketball tournament, and FBLA 2nd grade Christmas party.

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

The elementary principal reported on the following items: current enrollment figures, the 4th-6th grade vocal music concert, NSCAS awards ceremony, Marzano growth goals, WORDS project instructional coaching, and an elementary quiz bowl on February 5.

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

The secondary principal provided a written report on the following items: current enrollment figures, 2025-2026 registration, academic all-state (Football: Carson Goes, Softball: Mya Frase, & Volleyball: Jazlyn Schell), success of the new JAG program, & 4 students enrolled in 5 college courses.

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

Dr. Prosocki went over the 2024 Teacher Shortage Report, and he reviewed the recent ALICAP insurance review. Next, Dr. Prosocki went over the 2023-2024 Civil Rights Data Collection that must be completed every 2 years based on the U.S. Department of Education requirements. From here, Dr. Prosocki went over several studies that show the lingering effect that the pandemic has had on student attendance, emotional regulation, and academic performance on younger students. Dr. Prosocki went over the Middle of the Year (MOY) DIBELS results, and noted that he would like the school board to set classified and principals' salaries for the 2025-2026 school year at the February school board meeting. Dr. Prosocki went over a legislative update, and he said the state faces a \$1.125 billion dollar shortfall over the next biennium budget because of the recently enacted income tax cuts. In addition, he explained the 2024 tax statement that recently came out that will be paid out in 2025. Next, Dr. Prosocki went over his behind-the-scenes work to rectify bad legislation before the start of the 109th Legislature session. He noted that he met with both Senator Myron Dorn and Senator Tom Brandt regarding concerns related LB 575 Sports &

Spaces. Both senators agreed with his concerns, and Senator Kathleen Kauth reached out over the phone to discuss Dr. Prososki's concerns (e.g., not allowing a mother with an infant son to go to the same restroom together because they are of different genders). Senator Kauth said the new rendition will address Dr. Prososki concerns. Lastly, Dr. Prososki reminded the school board of the spring NRCSA conference, he went over a property tax comparison for Gage County, and he gave the school board an update on a recent PowerSchool data breach.

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

### VII.A. Appointments

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

Motion to appoint Christopher Prososki as the authorized representative for state & federal programs. This motion, made by Dana Dorn and seconded by Jared McKeever, 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 Jeff Argo and seconded by Debra Schlake, passed.  
yes: 5, no: 0, Absent: 1

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

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

#### VII.A.4. Title IX Coordinator

Motion to appoint Jeff Murphy as the Title IX coordinator. This motion, made by Jared McKeever and seconded by Debra Schlake, passed.  
yes: 5, no: 0, Absent: 1

#### VII.A.5. Treasurer

Motion to appoint Taylor Schmidt as the treasurer. This motion, made by Dana Dorn and seconded by Jared McKeever, 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, Western National Bank of Wymore, and Cornerstone Bank of York 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 Counsel for Southern Public Schools

Motion to designate KSB School Law as the district's legal counsel. This motion, made by Jared McKeever and seconded by Jeff Argo, passed.

yes: 5, no: 0, Absent: 1

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

Motion to designate Fairbury Journal-News as the legal newspaper for Southern Public Schools. This motion, made by Dana Dorn and seconded by Debra Schlake, passed.

yes: 5, no: 0, Absent: 1

#### VII.E. Designate the Method for Publicizing Meetings for 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 Jeff Argo, passed.

yes: 5, no: 0, Absent: 1

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 approve the standing committees as appointed by the school board president. This motion, made by Jared McKeever and seconded by Dana Dorn, passed.

yes: 5, no: 0, Absent: 1

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

Dana Dorn, Dave Zimmerman, & Jared McKeever will serve on the American Civics committee.

##### VII.F.2. Building & Grounds

Betsy Frerichs, Dave Zimmerman, & Jared McKeever will serve on the Buildings & Grounds committee.

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

Betsy Frerichs, Dave Zimmerman, & Jeff Argo will serve on the Finance committee.

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

Dana Dorn, Dave Zimmerman, & Debra Schlake will serve on the Negotiations committee.

#### VII.F.5. Policy

Dave Zimmerman, Debra Schlake, & Jared McKeever 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

#### VII.H. Option Enrollment Applications

#### VIII. Adjournment

Motion to adjourn the meeting at 8:02 p.m. This motion, made by Jeff Argo and seconded by Jared McKeever, passed.

yes: 5, no: 0, Absent: 1

The next Regular Board meeting is scheduled for 7:00 p.m., February 12, 2025, 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 School District #1**  
*A Small-School Community, with Big Opportunities*

115 S. 11th Street Box 237 Wymore, NE 68466

Phone: 402.645.3326 Fax: 402.645.8049

<http://www.southernschools.org>

**Administration**

Dr. Christopher Prosocki – Superintendent  
Jeff Murphy – Secondary Principal  
Kane Hookstra – Elementary Principal

**Board of Education**

Dave Zimmerman – President  
Dana Dorn – Vice President  
Debra Schlake – Secretary  
Betsy Frerichs  
Jeff Argo  
Jared McKeever

February 5, 2025

Southern School District  
115 South 11th Street  
Wymore, NE 68466

Dear Southern Board of Education,

Please accept this letter of resignation at the conclusion of my 2024-2025 contract. After much thought and deliberation, I have decided to accept a superintendent position at Hastings Public Schools for the 2025-2026 school year.

It has been an honor and privilege to serve this system over a span of 8-years. In the best of times and in the worst of times, I have always strived to lead with a steady hand and a full heart. My official last day in the district is on June 30, 2025. Over the next 5-months, I will ensure that there is a smooth transition for the next superintendent at Southern.

Southern Public Schools will always hold a special place in my heart, and I am going to miss all of the students, the staff, the board of education, the parents, and the patrons. In addition, I will miss the great communities of both Blue Springs and Wymore.

Thanks again for allowing me the opportunity to serve in the district, and I have enjoyed it immensely!

Sincerely,



Christopher Prosocki, Ed.D.  
Superintendent

LEGISLATURE OF NEBRASKA  
ONE HUNDRED NINTH LEGISLATURE  
FIRST SESSION

**LEGISLATIVE BILL 142**

Introduced by Hughes, 24.

Read first time January 13, 2025

Committee: Education

1 A BILL FOR AN ACT relating to the Tax Equity and Educational  
2 Opportunities Support Act; to amend section 79-1003, Reissue Revised  
3 Statutes of Nebraska; to redefine a term; and to repeal the original  
4 section.

5 Be it enacted by the people of the State of Nebraska,

1           **Section 1.** Section 79-1003, Reissue Revised Statutes of Nebraska, is  
2 amended to read:

3           79-1003 For purposes of the Tax Equity and Educational Opportunities  
4 Support Act:

5           (1) Adjusted general fund operating expenditures means the  
6 difference of the general fund operating expenditures increased by the  
7 cost growth factor calculated pursuant to section 79-1007.10, minus the  
8 transportation allowance, special receipts allowance, poverty allowance,  
9 limited English proficiency allowance, distance education and  
10 telecommunications allowance, elementary site allowance, summer school  
11 allowance, community achievement plan allowance, and focus school and  
12 program allowance;

13           (2) Adjusted valuation means the assessed valuation of taxable  
14 property of each local system in the state, adjusted pursuant to the  
15 adjustment factors described in section 79-1016. Adjusted valuation means  
16 the adjusted valuation for the property tax year ending during the school  
17 fiscal year immediately preceding the school fiscal year in which the aid  
18 based upon that value is to be paid. For purposes of determining the  
19 local effort rate yield pursuant to section 79-1015.01, adjusted  
20 valuation does not include the value of any property which a court, by a  
21 final judgment from which no appeal is taken, has declared to be  
22 nontaxable or exempt from taxation;

23           (3) Allocated income tax funds means the amount of assistance paid  
24 to a local system pursuant to section 79-1005.01;

25           (4) Average daily membership means the average daily membership for  
26 grades kindergarten through twelve attributable to the local system, as  
27 provided in each district's annual statistical summary, and includes the  
28 proportionate share of students enrolled in a public school instructional  
29 program on less than a full-time basis;

30           (5) Base fiscal year means the first school fiscal year following  
31 the school fiscal year in which the reorganization or unification

1 occurred;

2 (6) Board means the school board of each school district;

3 (7) Categorical funds means funds limited to a specific purpose by  
4 federal or state law, including, but not limited to, Title I funds, Title  
5 VI funds, federal career and technical education funds, federal school  
6 lunch funds, Indian education funds, Head Start funds, and funds received  
7 prior to July 1, 2022, from the Nebraska Education Improvement Fund;

8 (8) Consolidate means to voluntarily reduce the number of school  
9 districts providing education to a grade group and does not include  
10 dissolution pursuant to section 79-498;

11 (9) Converted contract means an expired contract that was in effect  
12 for at least fifteen school years beginning prior to school year 2012-13  
13 for the education of students in a nonresident district in exchange for  
14 tuition from the resident district when the expiration of such contract  
15 results in the nonresident district educating students, who would have  
16 been covered by the contract if the contract were still in effect, as  
17 option students pursuant to the enrollment option program established in  
18 section 79-234;

19 (10) Converted contract option student means a student who will be  
20 an option student pursuant to the enrollment option program established  
21 in section 79-234 for the school fiscal year for which aid is being  
22 calculated and who would have been covered by a converted contract if the  
23 contract were still in effect and such school fiscal year is the first  
24 school fiscal year for which such contract is not in effect;

25 (11) Department means the State Department of Education;

26 (12) District means any school district or unified system as defined  
27 in section 79-4,108;

28 (13) Ensuing school fiscal year means the school fiscal year  
29 following the current school fiscal year;

30 (14) Equalization aid means the amount of assistance calculated to  
31 be paid to a local system pursuant to section 79-1008.01;

1 (15) Fall membership means the total membership in kindergarten  
2 through grade twelve attributable to the local system as reported on the  
3 fall school district membership reports for each district pursuant to  
4 section 79-528;

5 (16) Fiscal year means the state fiscal year which is the period  
6 from July 1 to the following June 30;

7 (17) Formula students means:

8 (a) For state aid certified pursuant to section 79-1022, the sum of  
9 the product of fall membership from the school fiscal year immediately  
10 preceding the school fiscal year in which the aid is to be paid  
11 multiplied by the average ratio of average daily membership to fall  
12 membership for the second school fiscal year immediately preceding the  
13 school fiscal year in which the aid is to be paid and the prior two  
14 school fiscal years plus sixty percent of the qualified early childhood  
15 education fall membership plus tuitioned students from the school fiscal  
16 year immediately preceding the school fiscal year in which aid is to be  
17 paid minus the product of the number of students enrolled in kindergarten  
18 that is not full-day kindergarten from the fall membership multiplied by  
19 0.5; and

20 (b) For the final calculation of state aid pursuant to section  
21 79-1065, the sum of average daily membership plus sixty percent of the  
22 qualified early childhood education average daily membership plus  
23 tuitioned students minus the product of the number of students enrolled  
24 in kindergarten that is not full-day kindergarten from the average daily  
25 membership multiplied by 0.5 from the school fiscal year immediately  
26 preceding the school fiscal year in which aid was paid;

27 (18) Free lunch and free milk calculated students means, using the  
28 most recent data available on November 1 of the school fiscal year  
29 immediately preceding the school fiscal year in which aid is to be paid,

30 (a) for schools that did not provide free meals to all students pursuant  
31 to the community eligibility provision, students who individually

1 qualified for free lunches or free milk pursuant to the federal Richard  
2 B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq., and the  
3 federal Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq., as such acts  
4 and sections existed on January 1, 2021, and rules and regulations  
5 adopted thereunder, plus (b) for schools that provided free meals to all  
6 students pursuant to the community eligibility provision, the greater of  
7 the number of students in such school who individually qualified for free  
8 lunch or free milk using the most recent school fiscal year for which the  
9 school did not provide free meals to all students pursuant to the  
10 community eligibility provision or ~~one hundred ten percent~~ of the product  
11 of the students who qualified for free meals at such school pursuant to  
12 the community eligibility provision multiplied by the identified student  
13 percentage calculated pursuant to such federal provision, except that the  
14 free lunch and free milk calculated students for any school pursuant to  
15 subdivision (18)(b) of this section shall not exceed one hundred percent  
16 of the students qualified for free meals at such school pursuant to the  
17 community eligibility provision;

18 (19) Full-day kindergarten means kindergarten offered by a district  
19 for at least one thousand thirty-two instructional hours;

20 (20) General fund budget of expenditures means the total budget of  
21 disbursements and transfers for general fund purposes as certified in the  
22 budget statement adopted pursuant to the Nebraska Budget Act, except that  
23 for purposes of the limitation imposed in section 79-1023, the general  
24 fund budget of expenditures does not include any special grant funds,  
25 exclusive of local matching funds, received by a district;

26 (21) General fund expenditures means all expenditures from the  
27 general fund;

28 (22) General fund operating expenditures means, for state aid  
29 calculated for each school fiscal year, as reported on the annual  
30 financial report for the second school fiscal year immediately preceding  
31 the school fiscal year in which aid is to be paid, the total general fund

1 expenditures minus (a) the amount of all receipts to the general fund, to  
2 the extent that such receipts are not included in local system formula  
3 resources, from early childhood education tuition, summer school tuition,  
4 educational entities as defined in section 79-1201.01 for providing  
5 distance education courses through the Educational Service Unit  
6 Coordinating Council to such educational entities, private foundations,  
7 individuals, associations, charitable organizations, the textbook loan  
8 program authorized by section 79-734, federal impact aid, and levy  
9 override elections pursuant to section 77-3444, (b) the amount of  
10 expenditures for categorical funds, tuition paid to other school  
11 districts, tuition paid to postsecondary institutions for college credit,  
12 transportation fees paid to other districts, adult education, community  
13 services, redemption of the principal portion of general fund debt  
14 service, retirement incentive plans authorized by section 79-855, and  
15 staff development assistance authorized by section 79-856, (c) the amount  
16 of any transfers from the general fund to any bond fund and transfers  
17 from other funds into the general fund, (d) any legal expenses in excess  
18 of fifteen-hundredths of one percent of the formula need for the school  
19 fiscal year in which the expenses occurred, (e) expenditures to pay for  
20 incentives agreed to be paid by a school district to certificated  
21 employees in exchange for a voluntary termination of employment for which  
22 the State Board of Education approved an exclusion pursuant to  
23 subdivision (1)(h), (i), (j), or (k) of section 79-1028.01, (f)(i)  
24 expenditures to pay for employer contributions pursuant to subsection (2)  
25 of section 79-958 to the School Employees Retirement System of the State  
26 of Nebraska to the extent that such expenditures exceed the employer  
27 contributions under such subsection that would have been made at a  
28 contribution rate of seven and thirty-five hundredths percent or (ii)  
29 expenditures to pay for school district contributions pursuant to  
30 subdivision (1)(c)(i) or (1)(d)(i) of section 79-9,113 to the retirement  
31 system established pursuant to the Class V School Employees Retirement

1 Act to the extent that such expenditures exceed the school district  
2 contributions under such subdivision that would have been made at a  
3 contribution rate of seven and thirty-seven hundredths percent, and (g)  
4 any amounts paid by the district for lobbyist fees and expenses reported  
5 to the Clerk of the Legislature pursuant to section 49-1483.

6 For purposes of this subdivision (22) of this section, receipts from  
7 levy override elections shall equal ninety-nine percent of the difference  
8 of the total general fund levy minus a levy of one dollar and five cents  
9 per one hundred dollars of taxable valuation multiplied by the assessed  
10 valuation for school districts that have voted pursuant to section  
11 77-3444 to override the maximum levy provided pursuant to section  
12 77-3442;

13 (23) Income tax liability means the amount of the reported income  
14 tax liability for resident individuals pursuant to the Nebraska Revenue  
15 Act of 1967 less all nonrefundable credits earned and refunds made;

16 (24) Income tax receipts means the amount of income tax collected  
17 pursuant to the Nebraska Revenue Act of 1967 less all nonrefundable  
18 credits earned and refunds made;

19 (25) Limited English proficiency students means the number of  
20 students with limited English proficiency in a district from the most  
21 recent data available on November 1 of the school fiscal year preceding  
22 the school fiscal year in which aid is to be paid plus the difference of  
23 such students with limited English proficiency minus the average number  
24 of limited English proficiency students for such district, prior to such  
25 addition, for the three immediately preceding school fiscal years if such  
26 difference is greater than zero;

27 (26) Local system means a unified system or a school district;

28 (27) Low-income child means a child under nineteen years of age  
29 living in a household having an annual adjusted gross income for the  
30 second calendar year preceding the beginning of the school fiscal year  
31 for which aid is being calculated equal to or less than the maximum

1 household income pursuant to sections 9(b)(1) and 17(c)(4) of the Richard  
2 B. Russell National School Lunch Act, 42 U.S.C. 1758(b)(1) and 42 U.S.C.  
3 1766(c)(4), respectively, and sections 3(a)(6) and 4(e)(1)(A) of the  
4 Child Nutrition Act of 1966, 42 U.S.C. 1772(a)(6) and 42 U.S.C. 1773(e)  
5 (1)(A), respectively, as such acts and sections existed on January 1,  
6 2021, for a household of that size that would have allowed the child to  
7 meet the income qualifications for free meals during the school fiscal  
8 year immediately preceding the school fiscal year for which aid is being  
9 calculated;

10 (28) Low-income students means the number of low-income children  
11 within the district multiplied by the ratio of the formula students in  
12 the district divided by the total children under nineteen years of age  
13 residing in the district as derived from income tax information;

14 (29) Most recently available complete data year means the most  
15 recent single school fiscal year for which the annual financial report,  
16 fall school district membership report, annual statistical summary,  
17 Nebraska income tax liability by school district for the calendar year in  
18 which the majority of the school fiscal year falls, and adjusted  
19 valuation data are available;

20 (30) Poverty students means the unadjusted poverty students plus the  
21 difference of such unadjusted poverty students minus the average number  
22 of poverty students for such district, prior to such addition, for the  
23 three immediately preceding school fiscal years if such difference is  
24 greater than zero;

25 (31) Qualified early childhood education average daily membership  
26 means the product of the average daily membership of students who will be  
27 eligible or required to attend kindergarten the following school year and  
28 are enrolled in an early childhood education program approved by the  
29 department pursuant to section 79-1103 for such school district for such  
30 school year multiplied by the ratio of the actual instructional hours of  
31 the program divided by one thousand thirty-two if: (a) The program is

1 receiving a grant pursuant to such section for the third year; (b) the  
2 program has already received grants pursuant to such section for three  
3 years; or (c) the program has been approved pursuant to subsection (5) of  
4 section 79-1103 for such school year and the two preceding school years,  
5 including any such students in portions of any of such programs receiving  
6 an expansion grant;

7 (32) Qualified early childhood education fall membership means the  
8 product of membership on October 1 of each school year of students who  
9 will be eligible or required to attend kindergarten the following school  
10 year and are enrolled in an early childhood education program approved by  
11 the department pursuant to section 79-1103 for such school district for  
12 such school year multiplied by the ratio of the planned instructional  
13 hours of the program divided by one thousand thirty-two if: (a) The  
14 program is receiving a grant pursuant to such section for the third year;  
15 (b) the program has already received grants pursuant to such section for  
16 three years; or (c) the program has been approved pursuant to subsection  
17 (5) of section 79-1103 for such school year and the two preceding school  
18 years, including any such students in portions of any of such programs  
19 receiving an expansion grant;

20 (33) Regular route transportation means the transportation of  
21 students on regularly scheduled daily routes to and from the schools such  
22 students attend;

23 (34) Reorganized district means any district involved in a  
24 consolidation and currently educating students following consolidation;

25 (35) School year or school fiscal year means the fiscal year of a  
26 school district as defined in section 79-1091;

27 (36) Sparse local system means a local system that is not a very  
28 sparse local system but which meets the following criteria:

29 (a)(i) Less than two students per square mile in the county in which  
30 each high school is located, based on the school district census, (ii)  
31 less than one formula student per square mile in the local system, and

1 (iii) more than ten miles between each high school and the next closest  
2 high school on paved roads;

3 (b)(i) Less than one and one-half formula students per square mile  
4 in the local system and (ii) more than fifteen miles between each high  
5 school and the next closest high school on paved roads;

6 (c)(i) Less than one and one-half formula students per square mile  
7 in the local system and (ii) more than two hundred seventy-five square  
8 miles in the local system; or

9 (d)(i) Less than two formula students per square mile in the local  
10 system and (ii) the local system includes an area equal to ninety-five  
11 percent or more of the square miles in the largest county in which a high  
12 school is located in the local system;

13 (37) Special education means specially designed kindergarten through  
14 grade twelve instruction pursuant to section 79-1125, and includes  
15 special education transportation;

16 (38) Special grant funds means the budgeted receipts for grants,  
17 including, but not limited to, categorical funds, reimbursements for  
18 wards of the court, short-term borrowings including, but not limited to,  
19 registered warrants and tax anticipation notes, interfund loans,  
20 insurance settlements, and reimbursements to county government for  
21 previous overpayment. The state board shall approve a listing of grants  
22 that qualify as special grant funds;

23 (39) State aid means the amount of assistance paid to a district  
24 pursuant to the Tax Equity and Educational Opportunities Support Act;

25 (40) State board means the State Board of Education;

26 (41) State support means all funds provided to districts by the  
27 State of Nebraska for the general fund support of elementary and  
28 secondary education;

29 (42) Statewide average basic funding per formula student means the  
30 statewide total basic funding for all districts divided by the statewide  
31 total formula students for all districts;

1           (43) Statewide average general fund operating expenditures per  
2 formula student means the statewide total general fund operating  
3 expenditures for all districts divided by the statewide total formula  
4 students for all districts;

5           (44) Teacher has the definition found in section 79-101;

6           (45) Tuition receipts from converted contracts means tuition  
7 receipts received by a district from another district in the most  
8 recently available complete data year pursuant to a converted contract  
9 prior to the expiration of the contract;

10          (46) Tuitioned students means students in kindergarten through grade  
11 twelve of the district whose tuition is paid by the district to some  
12 other district or education agency;

13          (47) Unadjusted poverty students means the greater of the number of  
14 low-income students or the free lunch and free milk calculated students  
15 in a district; and

16          (48) Very sparse local system means a local system that has:

17           (a)(i) Less than one-half student per square mile in each county in  
18 which each high school is located based on the school district census,  
19 (ii) less than one formula student per square mile in the local system,  
20 and (iii) more than fifteen miles between the high school and the next  
21 closest high school on paved roads; or

22           (b)(i) More than four hundred fifty square miles in the local  
23 system, (ii) less than one-half student per square mile in the local  
24 system, and (iii) more than fifteen miles between each high school and  
25 the next closest high school on paved roads.

26          **Sec. 2.** Original section 79-1003, Reissue Revised Statutes of  
27 Nebraska, is repealed.

## **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, 2025**, and expiring on **July 31, 2026**. 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 shall consist of all days except those on which: there are scheduled school holidays and when school is not in session and teachers and/or staff are not required to be at school; school is cancelled; the Principal's illness makes attendance impossible or impracticable; or the Board otherwise excuses the Principal. 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 2025**. 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. The Board will pay for unused sick leave days beyond the maximum accumulated days at the substitute rate. 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 2025-2026 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), National Association of Secondary School Principals (NASSP), 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 12 day of February, 2025.**

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

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

**Executed by the Principal this 12 day of February, 2025.**

\_\_\_\_\_  
Principal

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

THIS CONTRACT is made by and between the **Board of Education of Southern School District #1**, legally known as **Gage County School District No. 34-0001**, and referred to as "the Board" and "the School District" respectively, and **Kane Hookstra**, 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, 2025**, and expiring on **July 31, 2026**. 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 shall consist of all days except those on which: there are scheduled school holidays and when school is not in session and teachers and/or staff are not required to be at school; school is cancelled; the Principal's illness makes attendance impossible or impracticable; or the Board otherwise excuses the Principal. 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 2025**. 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. The Board will pay for unused sick leave days beyond the maximum accumulated days at the substitute rate. 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 2025-2026 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 Association of Elementary School Principals (NAESP), and National Association of Elementary School Principals (NAESP).
- 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 contact.

**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 12 day of February, 2025.**

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

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

**Executed by the Principal this 12 day of February, 2025.**

\_\_\_\_\_  
Principal

March , 2025

Dear Parents/Guardians,

Here are the guidelines for your child to attend the Worlds of Fun field trip at the end of the year, scheduled for May 16th. One of our goals, as educators, is to help prepare your student(s) for junior high. To help achieve these goals, students need to demonstrate their maturity and responsibility in order to attend our out-of-state field trip to Worlds of Fun. We believe these guidelines will help attain this goal. For your child to go, you and your child must sign this sheet and return to us by March 18, 2025. Your student will need to meet the criteria below to be able to travel with us to Worlds of Fun. Parents are encouraged to attend. However, you must pass a background check, and provide your own transportation to Worlds of Fun.

Thank You,

6<sup>th</sup> Grade teachers  
Ms. Hock  
Mr. Remmers

### Worlds of Fun Guidelines

Effective as of **March 18, 2025**

- Core subjects for the year must have an average of **70 or above**
- **Any zeros during 2<sup>nd</sup> semester** are a loss of Worlds of Fun
- All assignments must be handed in on time--- Students will be allowed **ONE** pass for a late assignment. The second late assignment will result in a loss of **WOF**.
- All assignments are due the morning after they are assigned. Failure to turn in any assignment on time will result in a late assignment.
- Automatic Loss of Worlds of Fun
  - **Three times after school for behavior**
  - **Sent to the office by a teacher for behavior is an automatic loss.**
- Students and parents have signed this sheet and returned by **March 18, 2024**. **If it is not signed or turned in by due date, it will result in a loss of WOF.**

Student Signature \_\_\_\_\_

Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

## **6027 Field Trips**

The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

### **1. General Conditions**

All trips must be pre-approved by the teacher's building principal. Out-of-state and overnight trips require pre-approval by the board. The superintendent and principals will develop guidelines for approval of trips and communicate those guidelines to teaching staff.

### **2. Parental Permission**

Each student must submit a signed parental permission slip prior to being allowed to attend a field trip. A new permission slip must be submitted for each trip. Caregivers, as that term is defined in the Nebraska Strengthening Families Act, shall be permitted to sign parental permission slips.

### **3. Supervision**

Sponsoring teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. Whether paid staff or volunteers, chaperones are prohibited from drinking alcoholic beverages of any kind at any time during any field trip. All chaperones must be at least 21 years of age. Any chaperone who drives students must possess a valid driver's license. Chaperones who drive students in private vehicles must possess adequate insurance coverage. Chaperones do not have any property right in or to a chaperone assignment. The school district may deny or terminate a chaperone assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final. All chaperones must pass a background check prior to them being permitted to attend the event (Unless a chaperone is going for every child and they are just supervising their own child).

### **4. Student Conduct**

Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

Adopted on: 3-11-2019

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

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