

MINUTES
BOARD OF EDUCATION

April 14, 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 March 10, 2025, Regular Board Meeting & Special School Board Meeting

Motion to approve minutes from March 10, 2025, regular school board meeting & special school board meeting. 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

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 Dana Dorn, 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. Resignations

V.B.1.1. Beth Willet - 1.0 FTE - K-12 Physical Education Teacher at the Conclusion of the 2024-2025 School Year

Motion to approve the resignation of Beth Willet at the conclusion of the 2024-2025 school year. This motion, made by Jared McKeever 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.B.1.2. Taylor Morell - 1.0 FTE - Kindergarten Teacher at the Conclusion of the 2024-2025 School Year

Motion to approve the resignation of Taylor Morell at the conclusion of the 2024-2025 school year. This motion, made by Jeff Argo and seconded by Dana Dorn, 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. Hiring Recommendations

V.B.2.1. Brenda Gronewold - 1.0 FTE - 7-12 Science Teacher for the 2025-2026 School Year

Motion to hire Brenda Gronewold as the 7-12 science teacher 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.B.2.2. Jenilee Wright - 1.0 FTE - Kindergarten Teacher for the 2025-2026 School Year

Motion to approve Jenilee Wright as the kindergarten teacher for the 2025-2026 school year. 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

V.C. Technology Update

VI. Administrative and Committee Reports

VI.A. Student Board Member Report

VI.B. Elementary Principal's Report

VI.C. Secondary Principal's Report

VI.D. Superintendent's Report

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

VII.A. Approve the Interim Superintendent Contract with Dr. Virginia Moon for the 2025-2026 School Year

Motion to approve the contract, as presented, for Dr. Virginia Moon as the Superintendent effective July 1, 2025. This motion, made by Jared McKeever and seconded by Dana Dorn, 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. Consider a Resolution Authorizing the Issuance of Limited Tax Obligation School Bonds, Series 2025, in an Amount not to Exceed \$1,150,000, and Related Matters

Motion to approve a resolution authorizing the issuance limited tax obligation school bonds, series 2025, in an amount not to exceed \$1,150,000, and related matters. This motion, made by Jeff Argo 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. Special Education Services with ESU 5 for the 2025-2026 School Year

Motion to approve the special education service with ESU 5 for the 2025-2026 school year. 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

VII.D. Consider the Approval of an Overnight Field Trip to Southeast Community College (SCC) Milford for June Jam 2025

Motion to approve an overnight field trip to Southeast Community College (SCC) Milford for June Jam 2025. This motion, made by Jeff Argo and seconded by Dana Dorn, passed.

Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Jared McKeever: yes, Debra Schlake:

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

VII.E. Extended Leave Time for Loni Rabstejnek, Carla Wegner, & Marriah Proctor for the 2024-2025 School Year

Motion to approve extended leave time for Loni Rabstejnek, Carla Wegner, & Marriah Proctor for the 2024-2025 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.F. Option Enrollment Applications

VIII. Adjournment

Motion to adjourn the meeting at 7:54 p.m. This motion, made by Jeff Argo and seconded by Dana Dorn, passed.

Jared McKeever: no, Jeff Argo: yes, Dana Dorn: yes, Betsy Frerichs: yes, Debra Schlake: yes, David Zimmerman: yes
yes: 5, no: 1

BY

President of the Board of Education

Of this School District

ATTEST

Secretary of the Board of Education

of this School District

NEBRASKA OPEN MEETINGS ACT

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

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

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

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

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

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (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
COMMITTEE ON AMERICAN CIVICS
March 10, 2025
6:45 PM

I. Call Meeting to Order

President Dave Zimmerman called the Committee on American Civics meeting to order at 6:45 p.m. and the following members were present: Dana Dorn, Dave Zimmerman, & Jared McKeever. The following administrator was present: Christopher Prososki.

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: 3/5/2025

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. Committee on American Civics Statute 79-724

The committee on American civics reviewed statute 79-724.

I.B. District Policies Related to the topic of American Civics

The committee on American Civics reviewed Policy 2002: Organization of Board, Board Officers, and Check Signing, Policy 6012: Flag Display and Patriotic Observances, Policy 6032: Constitution Day Education, & Policy 6041: Malcolm X Day Education.

I.C. Review of the K-12 Social Studies Curriculum

Dr. Prososki gave an overview of the K-12 Social Studies curriculum, and he said the district purchased new K-12 Social Studies curriculum at the start of the 2021-2022 school year. The district used the third round of stimulus funds or the Elementary & Secondary School Emergency Relief (ESSER) Funds to purchase the new K-12 Social Studies curriculum.

I.D. Patriotic Exercises

I.E. Requirements (8th & 12th Grade) Related to the American Civics Statute

Dr. Prososki said that all 8th grade students and all 12th grade students will be taking the civics portion of the naturalization test used by the U.S. Citizenship and Immigration Services to fulfill the requirements under state statute 79-724.

II. Adjournment

Motion to adjourn the meeting at 6:49 p.m. This motion, made by Jared McKeever and seconded by David Zimmerman, passed.

Dana Dorn: yes, Jared McKeever: yes, David Zimmerman: yes

yes: 3, no: 0

The next Regular Board meeting is scheduled for 8:00 p.m., March 10, 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

MINUTES
SPECIAL BOARD OF EDUCATION MEETING
March 10, 2025
7:00 PM

I. Call Meeting to Order

President Dave Zimmerman called the Special Meeting to order at 7:00 p.m. and the following members were present: Betsy Frerichs, Dana Dorn, Dave Zimmerman, Debra Schlake, Jared McKeever, & Jeff Argo. The following administrators were present: Kane Hookstra & Jeff Murphy

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: 3/5/2025

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.

II. Communications, Audiences, and Recognitions

II.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.

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

III.A. Interview Dr. Virginia Moon for the Interim the Superintendent at 7:00 p.m.

III.B. Interview Fred Helmink for the Interim Superintendent at 7:30 p.m.

IV. Adjournment

Motion to adjourn the meeting at 8:22 p.m. This motion, made by Debra Schlake and seconded by Jared McKeever, passed.

yes: 6, no: 0

The next Regular Board meeting is scheduled for 8:00 p.m., March 10, 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

MINUTES
BOARD OF EDUCATION
March 10, 2025
8:28 PM

I. Call Meeting to Order

President Dave Zimmerman called the meeting to order at 8:28 p.m. and the following members were present: Betsy Frerichs, Dana Dorn, Dave Zimmerman, Debra Schlake, Jared McKeever, & Jeff Argo. The following administrators were present: Kane Hookstra, Jeff Murphy, & Christopher Proski.

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

- Fairbury Journal-News

Posted Date: 3/5/2025

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.

II. Approval of Minutes from the February 17, 2025, Regular Board Meeting

Motion to approve minutes from the February 17, 2025, Regular Board Meeting. This motion, made by Jeff Argo and seconded by Debra Schlake, passed.
yes: 6, no: 0

III. Communications, Audiences, and Recognitions

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

IV. Closed Session to Prevent Needless Injury to the Reputation of Individuals and Negotiation Discussion as it relates to the Superintendent

Motion to enter into closed session at 8:30 p.m. to prevent needless injury to the reputation of individuals and negotiation discussion as it relates to the superintendent. This motion, made by Jared McKeever and seconded by Jeff Argo, passed.
yes: 6, no: 0

IV.A. Reconvene Meeting from Closed Session

Motion to reconvene the meeting from closed session at 8:54 p.m. This motion, made by Jared McKeever and seconded by Jeff Argo, passed.
yes: 6, no: 0

V. Approve the 2025-2026 Interim Superintendent

Motion to accept Dr. Virginia Moon as the interim superintendent for the 2025-2026 school year. This motion, made by Jared McKeever and seconded by Debra Schlake, passed.
yes: 6, no: 0

VI. Approve the Board President to Negotiate a Contract for the Interim Superintendent

Motion to approve the board president to negotiate a contract for the interim superintendent. This motion, made by Debra Schlake and seconded by Dana Dorn, passed.
yes: 6, no: 0

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

VII.A. Approval of Bills

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

Motion to approve the general fund, special building fund, depreciation fund, and qualified capitol purpose undertaking fund claims. This motion, made by Dana Dorn and seconded by Debra Schlake, passed.
yes: 6, no: 0

VII.A.2. Lunch & Activity Claims

VIII. Support Service

VIII.A. Facility Update

John Eisenhauer provided the school board with a written report over: remodeling the old offices, Noakes and JCI coming to the pre-bid meeting for the RTU/condensing units, Skyline Construction working on a bid for the roof on the Jr./Sr. High School gym, vehicle inspection, and getting items ready for track.

Dr. Prososki said that 3 pieces of weight room equipment were not working, so the district went ahead and purchased 3 new pieces weight room equipment in the hope that they would arrive before summer weights start. Next, Dr. Prososki gave the school board an update on the QCPUF bond project, and the plan as of now is to approve the HVAC and roof project at the April school board meeting. Dr. Prososki said this has been a ton of work, but it will make it easier for Dr. Moon t

his summer.

VIII.B. Personnel Items

VIII.C. Technology Update

Dr. Prosocki said that he recently completed the Future Ready District Technology Plan with Cody Sabey, which is a requirement through the Nebraska Department of Education. Lastly, Dr. Prosocki went over the preliminary technology budget for the 2025-2026 school year. The hardware budget will be \$35,000, the software budget will be \$35,000, and the infrastructure budget will be \$45,000, or \$115,000 total for the 2025-2026 school year.

IX. Administrative and Committee Reports

IX.A. Student Board Member Report

IX.B. Elementary Principal's Report

The elementary principal reported on the following items: current enrollment figures, parent-teacher conferences (60% attendance rate), K-3 vocal music concert, Read America Week, 4th-6th grade vocal music concert, Elementary Quiz Bowl, WORDS PD training, Elementary Reading Rally, Wildlife Encounters presentation, and Elementary School tutoring.

IX.C. Secondary Principal's Report

The secondary principal reported on the following items: current enrollment figures, JH Pioneer Conference quiz bowl at Southern, state wrestling results, 2 spots being filled at ESU 5 alternative school, ACT on March 26, college visits, FFA & FBLA week, parent-teacher conferences (27% turn out rate), and schedules for next school year.

IX.D. Superintendent's Report

Dr. Prosocki went over the finalized Budget Authority and State Aid numbers for the 2025-2026 school year. The district's Budget Authority will go from \$6,461,422 to \$7,185,705. This represents an 11.21% increase or a \$724,283 increase. Since Southern is an equalized district, Budget Authority does not play a part in Southern's budget. The district's State Aid will go from \$1,982,298 to \$1,848,630. This represents a 6.745% decrease or a \$133,668 decrease. Next, Dr. Prosocki went over the EAP end of the year report, and he gave the school board an update on the transition plan for the 2025-2026 school year. Dr. Prosocki went over LB 303, the required multicultural education report, the opening days schedule, and his sick and vacation days for the first quarter. Lastly, Dr. Prosocki went over the Property Tax Request Authority, and it will increase by \$942,650.

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

X.A. Consider the Bid for the 8 RTU/Condensing Units

Motion to accept the bid for the 8 RTU/Condensing Units to Johnson Controls at the cost of \$168,990. This motion, made by Dana Dorn and seconded by Jared McKeever, passed.
yes: 6, no: 0

X.B. Extended Leave Time for Ginger Riggs for the 2024-2025 School Year

Motion to approve the extended leave time for Ginger Riggs for the 2024-2025 school year. This motion, made by Debra Schlake and seconded by Jeff Argo, passed.

yes: 6, no: 0

X.C. Police Officer for Prom on April 5, 2025

Motion to approve a police officer for prom on April 5, 2025. This motion, made by Jeff Argo and seconded by Jared McKeever, passed.

yes: 6, no: 0

X.D. Option Enrollment Applications

XI. Adjournment

Motion to adjourn the meeting at 9:23 p.m. This motion, made by Jeff Argo and seconded by Debra Schlake, passed.

yes: 6, no: 0

The next Regular Board meeting is scheduled for 7:00 p.m., April 14, 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 Welcomes a New Elementary School
Secretary for the 2025-2026 School Year!**

Hello, my name is Sara Sturm. I grew up in Wymore, and I am a Southern alumna. I live in Wymore with my husband, son, and daughter. I spend most of my time with my family, and attending my kids' extracurricular activities. When we do have free time, I enjoy going camping, reading, and spending time with my family and friends.



April 1, 2025

TO WHOM IT MAY CONCERN:

After 45 years of teaching and coaching at Southern Public Schools, I'm planning to retire at the conclusion of the 2024-25 school year. I've been blessed to work with a countless number of students, parents, staff members and administrators in what has been a long, and I believe successful career. I feel very fortunate to have had that opportunity here at Southern.

Thank you to everyone who has had an impact on my journey – it's always a good day to be a Raider!

Sincerely,



Beth Willet

From: Taylor Morell tmorell@southernschools.org

Subject: Resignation with Sincere Gratitude

Date: March 29, 2025 at 5:07 PM

To: Chris Prosocki cprosocki@southernschools.org, Kane Hookstra khookstr@southernschools.org



Chris and Kane,

As hard as this is to type, I am writing to formally resign from my position at Southern Elementary at the conclusion of the 2024/2025 school year.

This decision was not made lightly, as I have thoroughly enjoyed my 7 years at Southern. The opportunity to work with such amazing colleagues and students has been incredibly rewarding, which makes leaving even harder. However, after careful consideration, I have accepted a new position that seems to be the right decision for me at this time.

I would like to express my sincere gratitude for the support, encouragement, and opportunities that I have received during my time here. It has been a privilege to contribute to the learning environment and be a part of such an amazing district.

Thank you once again for the opportunity to be a part of the Southern School District. I wish everyone continued success in the future and will miss everyone deeply. Southern will always hold a special place in my heart.

Sincerely,
Taylor



2025-2026 *Extra Duty Assignments*

Activities Director

Jeff Murphy

Fall Sports:

Football

Head Coach – Greg Iverson

Assist. Coach – Preston Jurgens

Assist. Coach – Nick Dvorak

Softball

Head Coach – Shelby Thernes

Assist. Coach – Carson Ebling (DO)

Volleyball

Head Coach – Shannon Burgess

Assist. Coach – Kylie Betten

JH Football

Head Coach – Chaysen Bednar

Assist. Coach – Drake Adams

JH Volleyball

Head Coach – Jolene Bartels

Assist. Coach – ???

Winter Sports:

Boys Basketball

Head Coach – Aaron Whitwer

Assist. Coach – Drake Adams

Girls Basketball

Head Coaches – Hanah Baumgartner

Assist. Coach – Chaysen Bednar

Wrestling, Boys & Girls

Head Coach – Preston Jurgens

Assist. Coach – Jason Allington

Assist. Coach – Zach Schuerman

JH Boys Basketball

Head Coach – Jarod Remmers

Assist. Coach – Jeremy Doose

JH Girls Basketball

Head Coach – Jamie Schluter
Assist. Coach – Shelby Thernes

JH Wrestling

Head Coach – Preston Jurgens

Spring Sports:

Golf

Head Coach – ???

HS Track

Head Coach – Drake Adams
Head Coach – Kylie Betten
Assist. HS Coach – Ashley McConnell

JH Track

Junior High Coach – Jolene Bartels
Junior High Coach – ???

Activity Sponsors

Drug Free Youth – Dee Bednar
Concessions – Jeff Murphy
Cheerleading – ???
eSports – Gavin Nielson & Jeremy Doose
FBLA – Jamie Schluter
Future Farmers of America – Brady Meyer
Instrumental Music/Band – Gavin Nielson
National Honor Society – Pam Trauernicht
Play Production – Deb Bachmann-Clasen
Quiz Bowl (Elementary) – Malinda Hock & Stacy Fossler
Quiz Bowl (Junior High) – Dominique Clay
Quiz Bowl (Senior High) – Jeff Tunink
Reading Rally (Elementary) – Lynn Sabey & Stacy Fossler
Robotics (Elementary & Junior High) – Jolene Bartels & Dominique Clay
Senior Slide Show – Chelesy Fralin
Speech – Valerie Barnhart
Student Council – Jeff Tunink
Vocal Music – Nicole Stevens
Yearbook – Chelesy Fralin

Class Sponsors

Seventh Grade Class Sponsor – Hanah Baumgartner
Eighth Grade Class Sponsor – Shelby Thernes
Freshman Class Sponsor – Heather McKinney
Sophomore Class Sponsor – Valerie Barnhart

Junior Class Sponsor – Shannon Mick & Josie Hulse
Senior Class Sponsor – Pam Trauernicht

Southern Post-Graduate Survey

Number of Responses

Survey Year	2022-2023	2023-2024	2024-2025
Number	8	13	7

Select one area that best describes your current situation.

Survey Year	2022-2023	2023-2024	2024-2025
4-Year College	62.5%	23.1%	28.6%
2-Year College	25%	46.2%	42.9%
Military	0%	0%	0%
Work	12.5%	15.4%	14.3%
Other	0%	15.4%	14.3%

The core academic classes were meaningful and met my educational needs for the future.

Survey Year	2022-2023	2023-2024	2024-2025
SA	12.5%	30.8%	28.6%
A	25%	28.5%	42.9%
N	50%	30.8%	28.6%
D	12.5%	0%	0%
SD	0%	0%	0%

There were enough elective classes offered to help me explore different career paths.

Survey Year	2022-2023	2023-2024	2024-2025
SA	0%	23.1%	14.3%
A	37.5%	46.2%	14.3%
N	25%	15.4%	28.6%
D	25%	7.6%	14.3%
SD	12.5%	7.7%	0%

I had a positive learning experience at Southern Public Schools.

Survey Year	2022-2023	2023-2024	2024-2025
SA	12.5%	38.5%	42.9%
A	62.5%	46.2%	14.3%
N	25%	7.7%	28.6%
D	0%	0%	14.3%
SD	0%	0%	0%

Southern Public Schools ensured that all students were both college and career ready when they graduated high school.

Survey Year	2022-2023	2023-2024	2024-2025
SA	0%	46.2%	28.6%
A	37.5%	46.2%	28.6%
N	62.5%	7.6%	28.6%
D	0%	0%	14.3%
SD	0%	0%	0%

Southern Public Schools staff held students to high standards and demanded quality work.

Survey Year	2022-2023	2023-2024	2024-2025
SA	12.5%	38.5%	42.9%
A	37.5%	38.5%	28.6%
N	50%	15.4%	0%
D	0%	7.6%	14.3%
SD	0%	0%	14.3%

Southern Public Schools provided me with a strong foundation in the area of computers and technology.

Survey Year	2022-2023	2023-2024	2024-2025
SA	0%	46.2%	42.9%
A	50%	38.5%	42.9%
N	50%	7.6%	14.3%
D	0%	7.7%	0%
SD	0%	0%	0%

Southern Public Schools provided me with a strong foundation in the area of reading and writing.

Survey Year	2022-2023	2023-2024	2024-2025
SA	0%	23.1%	42.9%
A	75%	30.8%	14.3%
N	12.5%	23.1%	0%
D	12.5%	15.4%	42.9%
SD	0%	7.6%	0%

Southern Public Schools provided me with a strong foundation in the area of mathematics.

Survey Year	2022-2023	2023-2024	2024-2025
SA	25%	61.5%	57.1%
A	37.5%	15.4%	42.9%
N	37.5%	23.1%	0%
D	0%	0%	0%
SD	0%	0%	0%

Southern Public Schools provided me with a strong foundation in the area of science.

Survey Year	2022-2023	2023-2024	2024-2025
SA	12.5%	38.5%	28.6%
A	62.5%	46.2%	57.1%
N	25%	15.3%	14.3%
D	0%	0%	0%
SD	0%	0%	0%

Southern Public Schools provided me with a strong foundation in the area of social studies.

Survey Year	2022-2023	2023-2024	2024-2025
SA	25%	46.2%	28.6%
A	50%	53.8%	42.9%
N	25%	0%	28.6%
D	0%	0%	0%
SD	0%	0%	0%

Southern Public Schools staff assisted me with my future plans after high school.

Survey Year	2022-2023	2023-2024	2024-2025
SA	25%	46.2%	42.9%
A	75%	38.5%	42.9%
N	0%	15.3%	14.3%
D	0%	0%	0%
SD	0%	0%	0%

Southern Public Schools provided a safe and secure learning environment for all students.

Survey Year	2022-2023	2023-2024	2024-2025
SA	12.5%	61.5%	28.6%
A	62.5%	30.8%	42.9%
N	25%	7.7%	28.6%
D	0%	0%	0%
SD	0%	0%	0%

Expectations for student conduct were appropriate and enforced by the staff and the administration.

Survey Year	2022-2023	2023-2024	2024-2025
SA	12.5%	46.2%	42.9%
A	62.5%	38.5%	0%
N	25%	7.6%	28.6%
D	0%	7.7%	14.3%
SD	0%	0%	14.3%

The IAP time that was provided to all students was beneficial to me in high school.

Survey Year	2022-2023	2023-2024	2024-2025
SA	25%	61.5%	28.6%
A	25%	15.4%	42.9%
N	50%	7.7%	14.3%
D	0%	7.7%	0%
SD	0%	7.7%	14.3%

Qualitative Questions

1) What do you like the most about your school?

2) What do you like the least about your school?

3) What additional opportunities do you wish Southern Public Schools would have provided to all students?



Understanding Your Proposal From Critical Response Group

Critical Response Group, Inc., proudly proposes a mapping solution born from lessons learned by US Special Operation Forces and successfully transitioned for use by critical infrastructure and domestic public safety professionals.

Collaborative Response Graphics® (CRGs®) are site-specific common operating pictures that enable better communication during an emergency. CRGs combine accurate floor plans, high resolution imagery, emergency response pre-planning, and a gridded-overlay into one map. Critical Response Group builds CRGs and distributes them to first responders for use in their pre-existing software applications and provides the necessary training to ensure full implementation.

Your proposal contains two types of CRGs:

Micro CRGS



Each floor of a building receives a "Micro" CRG to coordinate response inside a building.

MACRO CRGS



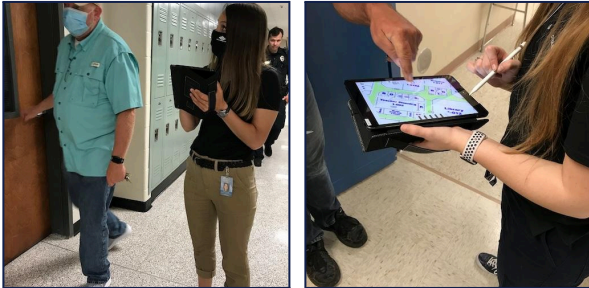
Each campus receives a "MACRO" CRG to coordinate response outside of a building

Micro CRGs come standard with labeling for **floor levels, facility nomenclature, doors/access points, main utility shut-offs, roof access points, Fire Alarm Control Panels, security key boxes, AEDs, and trauma kits**, and are used to coordinate emergency response inside a structure.

MACRO CRGs come standard with labeling for **buildings, parking lots, athletic fields, roadways, access points, and other key landmarks around the property**. MACRO CRGs are used to coordinate events exterior to the structure.

Your proposal also includes a site visit, implementation, and maintenance service that allows us to ensure that your CRGs are accurate and distributed to first responders relevant to your facility.

This program includes four key elements:



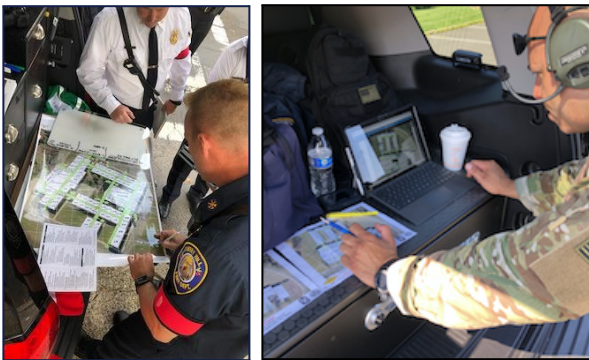
1. Site Visit, Updates, and Enhancements

We conduct an initial in-person site visit to ensure the accuracy of your CRGs. During map construction and throughout the first year, we will continue to update and redistribute maps following any site changes, whether those are moving room labels, relocating an AED, or conducting major structural renovations. Maps may also be periodically enhanced based on updated templates or standards.



2. Distribution to your 911 Communication Center

One of the most difficult challenges faced by 911 personnel is receiving emergency calls from locations inside unfamiliar, complex buildings, and needing to relay this information to first responders. Your maps are made accessible to your Emergency Communication Center so that when an emergency call is received from a mapped site, a 911 dispatcher will now be able to quickly reference location information using the CRG. We work with 911 answering points to support and maintain integrations that allow for geolocation of callers or other internal technology systems.



3. Implementation with Law Enforcement and Fire Service

Your building has multiple public safety departments that provide emergency services to your site. We distribute the maps to your law enforcement agency, fire service, and other specialized units like tactical teams. Each of these agencies may use a different technology platform, like a computer-aided dispatch (CAD) system, to access maps; we offer various file types to support integrations that make the CRGs of your building accessible on first responder systems. We also offer annual CRG training free of cost to these agencies.



4. Compatibility with Third Party Systems

If you have a video management system, a panic alert system, or any other technology platform that allows you to access map layers, we will work with you and that third party to offer mapping data that is viewable on that platform. We can also produce CRGs in formats that are usable for IT data management or other site-internal purposes.

The site visit, implementation, and maintenance process is provided in year one to facilitate construction of CRGs and initial distribution to all public safety agencies. It is available for renewal in successive years to ensure maps remain accurate and accessible in all systems.



Proposal from Critical Response Group

ORDER DATE: September 18, 2024

FROM: The Critical Response Group
200 American Metro Blvd. | #113
Hamilton Twp, NJ 08619

TO: Christopher Prosocki, Ed.D.
Superintendent
Southern School District #1
402.645.3326 Jr./Sr. High School
402.416.4934 Cell Phone

PRODUCT(s)	Micro Maps	MACRO Maps	TOTAL
Southern Jr/Sr High School District •1 MACRO Collaborative Response Graphic (CRG), •3 Micro CRG(s) with GeoRelevant Integrated Floor Plans	3	1	\$4,900.00
Southern Elementary •1 MACRO Collaborative Response Graphic (CRG), •1 Micro CRG(s) with GeoRelevant Integrated Floor Plans	1	1	\$2,450.00
3-Year-Old Preschool •0 MACRO Collaborative Response Graphic (CRG), •1 Micro CRG(s) with GeoRelevant Integrated Floor Plans	1	0	\$1,225.00
Implementation and Maintenance	Sites	Cost Per	Total
Site Visit, Implementation, and Maintenance (due to proximity and size Southern Elementary and the 3-Year Old PreK are considered 1 Site)	2	\$560.00	\$1,120.00
Aerial-Ortho (Drone) Imagery (due to proximity and size Southern Elementary and the 3-Year Old PreK are considered 1 Site)	2	\$535.00	\$1,070.00
Recommended Services			
Vector Mapping	Micro Maps	Cost Per	Total
Converts CRGs into vector components for inclusion into State of Nebraska Geospatial Intelligence Systems (GIS) system	5	\$300.00	\$1,500.00
Total:			\$12,265.00

Payment Terms	
50% deposit required to begin work	\$6,132.50
50% of project fee due upon delivery of Collaborative Response Graphics®	\$6,132.50

Terms and Conditions: Terms & Conditions Unless otherwise agreed in writing by Critical Response Group, Inc. and the customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <http://www.crgplans.com/terms-and-conditions>. The Effective Date (as defined in the terms and conditions) shall be the date set forth below.

*****Proposal valid for 60 days*****



Accepted and Agreed By:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

The information and pricing contained in this proposal are strictly confidential. Signature above acknowledges that the parties stipulate to the Terms and Conditions set forth here:

<http://www.crgplans.com/terms-and-conditions> and that Critical Response Group, Inc. is to begin work.

Nebraska Department of Education
School Emergency Response Mapping Grant Awardees

School District/School Name:	Awarded Amount:
Adams Central Public Schools	\$11,535.00
Anselmo-Merna Public Schools	\$3,545.00
Arlington Public School	\$3,310.00
Ashland-Greenwood Public Schools	\$17,400.00
Auburn Public Schools	\$14,505.00
Aurora Public Schools	\$6,743.00
Bancroft-Rosalie Community Schools	\$11,691.00
Beatrice Public Schools	\$10,973.00
Bertrand Community Schools	\$3,797.00
Brady Public Schools	\$5,000.00
Cedar Bluffs Public Schools	\$5,370.00
Centura Public Schools	\$5,572.00
Christ Lincoln Schools	\$6,360.00
Christ Lincoln Schools, Yankee Hill Campus	\$4,835.00
Clarkson Public Schools	\$5,395.00
Columbus Christian	\$3,575.00
Creighton Community Schools	\$5,322.00
Cross County Community Schools	\$5,322.00
David City Public Schools	\$13,216.00
Deshler Public Schools	\$3,845.00
District #10, Elkhorn Public Schools	\$89,530.00
East Butler Public School District	\$9,119.00
Elm Creek Public Schools	\$3,875.00
Fillmore Central Public Schools	\$3,350.00
Freeman Public Schools	\$6,895.00
Gothenburg Public Schools	\$3,500.00
Hampton Public Schools	\$3,000.00
Hershey Public Schools	\$6,847.00
Holdrege Public Schools	\$12,135.00
Howells-Dodge Consolidated Public Schools	\$9,119.00

Humboldt-Table Rock-Steinauer School District	\$10,505.00
Humphrey Public Schools	\$13,216.00
Immanuel Lutheran School	\$4,898.00
Isanti Community Schools	\$3,797.00
Laurel-Concord-Coleridge Public Schools	\$7,594.00
Lincoln Christian School	\$4,835.00
Lincoln Lutheran Middle/High School	\$4,835.00
Loomis Public Schools	\$4,835.00
Lutheran High Northeast	\$3,797.00
Messiah Lutheran School	\$4,835.00
Norris School District 160	\$32,500.00
Osceola Public Schools	\$6,369.00
Perkins County Public Schools	\$9,000.00
Ravenna Public Schools	\$3,797.00
Sargent Public Schools	\$4,375.00
Shelton Public Schools	\$4,375.00
Southern School District	\$12,265.00
St Mark Lutheran School-Omaha	\$5,065.24
St. Bernard Catholic School	\$5,135.00
St. Edward Public Schools	\$3,797.00
St. Matthew Catholic School	\$3,986.85
St. Paul Lutheran School-Utica	\$3,797.00
St. Paul's Lutheran School- Beatrice	\$3,797.00
Summerland Public Schools	\$5,947.00
Sumner-Eddyville-Miller Public Schools	\$4,375.00
Thayer Central Community Schools	\$6,295.00
Tri County Public Schools	\$2,995.00
Trinity Lutheran School- Grand Island	\$6,360.00
Trinity Lutheran School- Lincoln	\$3,310.00
Twin River Public Schools	\$6,847.00
Wallace School District 65-R	\$5,322.00
Weeping Water Public Schools	\$6,895.00
West Point Public Schools	\$5,882.00
Wilcox-Hildreth Public Schools	\$4,056.33
Zion Classical Academy (Hastings)	\$5,747.76
Zion Lutheran School - Pierce	\$3,797.00

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What Is FICA Tax, and How Much Is It?

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What is FICA tax?

FICA is a mandatory [payroll tax](#) equally split between employees and employers. Unlike federal income tax, FICA tax is a percentage of each employee's taxable wages. It consists of two types of taxes: Social Security and Medicare. Part of the FICA percentage goes toward Social Security and the other part goes toward Medicare.

If you're wondering *What does FICA stand for?*, it is short for Federal Insurance Contributions Act. But, what does insurance have to do with Social Security and Medicare?

Both Social Security and Medicare taxes are "insurance" taxes. Social Security includes the old-age, survivors, and disability insurance taxes. Medicare includes hospital insurance tax.

When you collect FICA tax from employees and pay the employer portion, you're contributing to the Social Security and Medicare programs. These programs distribute benefits to eligible individuals who have paid into them, just like any other insurance program would.

How much is FICA tax?

Employers and employees each pay the FICA tax rate of 7.65%, which

goes toward Social Security and Medicare taxes. Again, this rate is applied to each employee's taxable wages. All in all, the IRS receives 15.3% on each employee's wages for FICA tax.

You withhold 7.65% of each employee's wages each pay period. And, you contribute a matching 7.65% for the employer portion.

Of this FICA tax amount of 7.65%, 6.2% goes toward Social Security tax and 1.45% goes toward [Medicare tax](#).

Take a look at the breakdown of FICA tax:

- Employee: 6.2% Social Security / 1.45% Medicare
- Employer: 6.2% Social Security / 1.45% Medicare

FICA Tax Breakdown 2025

Social Security Tax



Employer

6.2%

Contributed on wages paid up to

\$176,100



Employee

6.2%

Contributed on wages paid up to

\$176,100

Medicare Tax



Employer

1.45%



Employee

1.45%

Additional 0.9% tax if wages are over:

\$250,000	if married & filing jointly
\$125,000	if married & filing separately
\$200,000	for everyone else

Social Security

Again, Social Security is 6.2% of an employee's taxable wages. This rate provides funding aid for retirement, the disabled, and survivors of a deceased worker.

Let's say you pay an employee \$1,000 per pay period. Out of that paycheck, \$62 goes toward Social Security tax ($\$1,000 \times 0.062$). You also contribute \$62 for the employer portion.

The Social Security employee-employer tax isn't infinite. There's a [Social Security wage base](#). If an employee earns above the wage base, stop withholding and contributing the 6.2% Social Security portion of FICA tax.

For 2025, the wage base is \$176,100. If you accidentally withhold Social Security tax past the wage base limit, refund your employee(s).

Medicare

Withhold 1.45% of an employee's taxable wages for Medicare and contribute a matching 1.45%. Medicare tax provides aid for things like healthcare and hospice care.

For example, you would withhold \$14.50 for Medicare tax from an employee's wages if they earn \$1,000 per pay period ($\$1,000 \times 0.0145$). And, you would contribute \$14.50 for the matching employer portion.

Unlike Social Security, there is no wage base limit for Medicare tax. In fact, there's an additional Medicare tax. The wage for this additional amount depends on the employee's filing status:

- Single: \$200,000
- Married filing jointly: \$250,000

- Married filing separately: \$125,000

Employers must withhold the **additional Medicare tax** of 0.9% from employee wages over \$200,000. If an employee's wages are subject to the additional Medicare tax, withhold 2.35% (1.45% + 0.9%).

You do not need to match the additional Medicare tax. It is only for employees. But, you must keep paying the matching 1.45% portion.

FICA tax example

Let's say you have three employees who all earn below the Social Security wage base and additional Medicare tax thresholds.

Use the table below to see how much you must withhold and contribute each pay period. And, take a look at your total tax deposit amount.

Employees	Employee A	Employee B	Employee C
Taxable Wages Per Period	\$1,000	\$2,000	\$2,200
Social Security Tax - Employee (6.2%)	\$62	\$124	\$136.40
Medicare Tax - Employee (1.45%)	\$14.50	\$29	\$31.90
Social Security Tax -			

Employer (6.2%)	\$62	\$124	\$136.40
Medicare Tax - Employer (1.45%)	\$14.50	\$29	\$31.90
Total FICA Taxes to Deposit	\$153	\$306	\$336.60

How to pay FICA payroll tax

After withholding FICA tax from employee wages and contributing the employer portion, it's time to send it to the IRS.

Deposit and report the amounts before your [employment tax due dates](#), which depend on what type of depositor you are. Employers are either monthly or semiweekly depositors.

Your depositing schedule depends on the total tax liability you reported during a four-quarter [lookback period](#). Determine your depositing schedule annually before the beginning of each year.

Deposit FICA taxes along with [federal income taxes](#). Deposit all employment taxes using the IRS's [Electronic Federal Tax Payment System \(EFTPS\)](#). If you use a [Full Service payroll](#), they will deposit the taxes on your behalf.

In addition to depositing FICA tax, you must report it on Form 941 or Form 944. What's the difference between Form 941 vs. 944? Form 941 is a

quarterly tax return form whereas Form 944 is an annual form. Only use Form 944 if the IRS tells you to.

FICA tax exemptions

Most people must pay Social Security and Medicare taxes. With most types of compensation, you are required to withhold FICA tax.

But, there are some instances where compensation is exempt from FICA tax. Here are some examples:

- **Partner:** Payments to general or limited partners of a partnership
- **Retirement and pension plans:** Employer contributions to a qualified plan
- **Statutory nonemployees:** Salespeople (e.g., direct sellers and qualified real estate agents) with a statutory nonemployee status
- **Students:** Some payments to students who are enrolled and regularly attending classes and performing services for qualifying schools
- **Tips:** Tip income of less than \$20 per month
- **Some nonresident aliens:** [Consult the IRS](#) for a complete list of exempt nonresident aliens

For more information on FICA tax exemption, check out [IRS Publication 15](#).

FICA vs. self-employment tax

Unless your business is incorporated, you pay [self-employment tax](#) on your wages instead of FICA tax. Self-employment tax is made up of Social Security and Medicare taxes, just like FICA.

The self-employment tax rate is equal to the total FICA amount that's split between employers and employees.

Self-employment tax is 15.3% of your earnings. Social Security tax is 12.4%, and 2.9% goes to Medicare tax.

Like with FICA, the Social Security wage base and additional Medicare tax apply to self-employment tax.

Need help calculating FICA tax? With Patriot Software's [online payroll](#), you can put your calculator away. Run payroll with our easy three-step process, get free USA-based setup and support, and more. Try it for free today!

This article has been updated from its original publish date of May 15, 2012.

This is not intended as legal advice; for more information, please [click here](#).

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**INTERIM SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
SOUTHER SCHOOL DISTRICT**

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

Section 1. Term of Contract. The Interim Superintendent shall be employed for a period not to exceed one year, beginning July 1, 2025, and expiring on June 30, 2026. This contract is entered into for the sole purpose of employing the Interim Superintendent for the period specified above. It shall not be subject to renewal by statute or any provision of this contract. During this contract, the Interim Superintendent shall be employed with the District on a 1.0 FTE basis. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days Monday through Friday, but generally not Saturdays and Sundays and any legal holidays or leave days contained herein; however, the Superintendent will work all days necessary to complete the Superintendent's duties, even if those are weekend days or holidays.

During each full 5-day workweek, the Interim Superintendent may work one day remotely unless his or her presence at the District is necessary to fulfill the duties of the position. Additional remote workdays can be approved by the Board President/Vice President. Additionally, the remote workday cannot be a day of a Board meeting or any other day where the Superintendent's presence would be required or necessary. On remote working days, the Interim Superintendent will be available during regular staff contract hours by phone, email, text message, and video conferencing to conduct the duties of the position. The Interim Superintendent also agrees that (1) should circumstances arise requiring his or her presence on a remote workday, or (2) should the Board President/Vice President direct the Interim Superintendent to be present at the District, the Interim Superintendent agrees to report to the District as soon as reasonably possible.

Section 2. Renewal of Contract. IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. IN EXCHANGE FOR **\$1 OF THE SALARY PROVIDED BELOW** AND OTHER VALUABLE CONSIDERATION, THE INTERIM SUPERINTENDENT AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND HEREBY RESIGNS AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING AND ACCEPTING THIS ADDITIONAL CONSIDERATION, THE INTERIM SUPERINTENDENT UNDERSTANDS THAT HE OR SHE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. THE INTERIM SUPERINTENDENT DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS WIAVED. The Interim Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Interim Superintendent's salary for the term will be \$160,000.00 which shall be paid in 12 equal monthly installments consistent with the District's regular payroll periods. The Board shall not reduce the Interim Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting 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 *but shall not be subject to the School Employees Retirement Act*. The Interim Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Interim Superintendent or the value of property or money entrusted to the Interim Superintendent or owed by the Interim Superintendent to the District during the course of or as a result of the Interim Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Interim Superintendent and Board may agree.

Section 5. Professional Status. The Interim Superintendent affirms that the Interim Superintendent 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, the Interim Superintendent will hold a valid and appropriate certificate to act as a Superintendent of

schools in the State of Nebraska which the Interim Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Interim Superintendent for any service performed prior to the date that the Interim Superintendent registers the certificate. The Interim Superintendent represents that: (1) all information provided in connection with the Interim Superintendent's 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, the Interim Superintendent will advise the Board immediately; (2) the Interim Superintendent 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) the Interim Superintendent has not had any professional licenses or certificates suspended or revoked.

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

Section 7. Board-Interim Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Interim Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Interim Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Interim Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Interim Superintendent for action, study and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Interim Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Interim Superintendent's continued performance of the Interim Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Interim Superintendent or the failure to report the same; (n) any filing against the Interim Superintendent under Neb. Rev. Stat. § 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 District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree at the outset of this contract that in addition to any other material breaches, the Interim Superintendent's failure to comply with the specific obligations in the Term, Renewal, and Evaluation provisions of this contract shall constitute a material breach of this contract.

Section 9. Disability. If the Interim Superintendent is unable to perform any of the Interim Superintendent's duties by reason of illness, accident or other disability beyond the Interim Superintendent's control, and the disability continues for a period of more than 30 calendar days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Interim Superintendent's 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 Interim Superintendent under any insurance coverage furnished by the District.

Section 10. Transportation. The Board shall provide the Interim Superintendent with transportation or reimburse the Interim Superintendent for mileage required in the performance of official duties at the rate approved by the Board.

Section 11. Fringe Benefits. The Board shall provide the Interim Superintendent with the following fringe benefits:

- a. Health/Dental Insurance.** The Interim Superintendent shall be paid \$30,000.00 in lieu of insurance.
- b. Dental Insurance.** Dental insurance through the District's health insurance carrier for the employee; employee and children; employee and spouse; or employee, spouse, and children (as applicable).
- c. Disability Insurance.** The Interim Superintendent shall be enrolled in the District's long-term disability insurance plan, and the Interim Superintendent will pay the premiums directly via payroll deduction to maximize the benefit should it be needed.
- d. PTO Days.** The Interim Superintendent shall have 35 PTO days for the term which the Interim Superintendent may use for any type of leave, including vacation leave, at times the Interim Superintendent chooses so long as the absence does not interfere with the proper performance of the Interim Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. The Board may require the Interim Superintendent to use PTO days and shall compensate the Interim Superintendent for unused PTO days upon the conclusion of employment at a rate of \$100.00 per day.

- e. **Professional Development.** With the approval of the Board, the Interim Superintendent may attend appropriate professional meetings and trainings at the local, state, regional, and national level; and the Board will pay for valid expenses of attendance. The Board does not anticipate the Interim Superintendent will attend regional or national conferences given the interim nature of this employment, but may with prior approval of the Board.

- f. **Professional Dues.** The District will pay the dues for the Interim Superintendent's membership in the following organizations: AASA, NCSA, Nebraska Schoolmasters, and any others approved by the Board.

- g. **Cell Phone.** The Interim Superintendent shall be required to purchase and maintain a cellular phone so that the Interim Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the workday.

- h. **Expense Reimbursement.** The Board shall pay or reimburse the Interim Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Interim Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$1,000.00 or more.

- i. **Status as Temporary Employee under Neb. Rev. Stat. § 79-902(43).** It is the parties' intention that the Interim Superintendent be employed for one year or less in the position of interim superintendent. Therefore, the Interim Superintendent shall not receive service credit for and/or make contributions to the School Employees Retirement System of the State of Nebraska.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Interim Superintendent 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. Compensation Upon Termination. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Interim Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

Section 14. Evaluation. The Board shall evaluate the Interim Superintendent twice during the 2025-26 contract year. The Interim Superintendent shall remind the Board members in writing of this obligation; make the evaluation an agenda item for two regular board meetings during the contract year in collaboration with the Board President; and provide the Board with a copy of the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 15. Legal Actions. The Board will support the Interim Superintendent if there is a legal dispute caused by carrying out the Interim Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Interim Superintendent as a result of the Interim Superintendent's performance of duties or position as the Interim Superintendent of the District, the Board will provide the Interim Superintendent with a legal defense to the maximum extent permitted by law so long as the Interim Superintendent acted in good faith and in a manner which the Interim Superintendent reasonably believed 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 the Interim Superintendent's conduct was unlawful.

Section 16. Physical or Mental Examination. The Interim Superintendent agrees that, at the request of the Board, the Interim Superintendent 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 state and federal law, the physician's report to the Board must address whether the Interim Superintendent is able to perform the "essential functions" of the position.

Section 17. Disciplinary Action. The parties agree that the Board president may place the Interim Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Interim Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Interim Superintendent without pay, the Board president or secretary shall deliver a written notice to the Interim Superintendent advising the Interim Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Interim Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Interim Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

Section 18. 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 19. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Interim Superintendent and the Board.

Section 20. 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 14th day of April, 2025.

President, Board of Education

Secretary, Board of Education

Executed by the Interim Superintendent this 14th day of April, 2025.

Virginia Moon
Interim Superintendent



**Southern School District
Qualified Capital Purpose Undertaking Fund
Possible Timeline
Chris Prososki, Superintendent**

April 4, 2025	Draft resolution provided for review
April 14, 2025	Board approves bond resolution and related proceedings
June 24, 2025	Due diligence discussion
August 19, 2025	Davidson markets the bonds
August 20, 2025	Davidson and School District sign Bond Purchase Agreement
September 15, 2025	Closing