

Agenda

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
 - 2.1. Call the Meeting to Order
 - 2.2. Roll Call
 - 2.3. Excuse Board Members Who Are Absent
3. Approval of Agenda
4. Recognition of Visitors/Communications from the Public
5. Reports
 - 5.1. AD's Report
 - 5.2. Student Representative Report
 - 5.3. Principals Reports
 - 5.3.1. Elementary Report
 - 5.3.2. MS/HS Report
 - 5.4. Superintendent's Report
 - 5.5. Board Reports
6. Action Items
 - 6.1. Consent Agenda
 - 6.1.1. Approval of the Previous Meeting's Minutes
 - 6.1.2. Treasurer's Report
 - 6.1.3. Payment of general fund claims in the amount of \$867,464.56
 - 6.1.4. Payment of special building fund claims in the amount of \$88,495.34
 - 6.2. Consider, discuss and take all necessary action on
 - 6.2.1. Consider, discuss and take all necessary action on adopting the school calendar for 2021-2022 school year
 - 6.2.2. Consider, discuss, and take all necessary action on resolution to adopt updated numbers for accepting option enrollment students in Board Policy 5004 Appendix 1.
 - 6.2.3. Consider, discuss and take all necessary action on bid for speech services for 2021-22.
 - 6.2.4. Consider, discuss and take all necessary action on renewing membership to NASB for 2021-22.
 - 6.2.5. Consider, discuss and take all necessary action on resignation of Carita Willits as an Elementary Paraeducator at the end of 2020-21 school year.
 - 6.2.6. Consider, discuss and take all necessary action on Principals' contracts for the 2021-2022 school year.
 - 6.2.7. Consider, discuss and take all necessary action on the Superintendent's contract for the 2021-2022 school year.

6.2.8. Consider, discuss and take all necessary action amending the Middle School/High School Handbook Extracurricular Activity Policy.

7. Discussion Items

8. Next Meeting Dates and Times

8.1. Regular meeting, March 8, 2021, 6:00 PM at the Osceola Middle/High School Media Center.

9. Adjournment

Activities Report 2-8-21 Reported by Bob Fuller

I. Activity Participation

- Girls Basketball - 13
- Boys Basketball - 16
- Wrestling - 4
- Speech - 14
- MS Wrestling - 3
- MS Basketball Boys - 7
- MS Basketball Girls - 13

II. Activity Results as of 2-6-21

- Girls Basketball 7-10 record
- Boys Basketball 15-4 record
- Wrestling Sub Districts Feb 6th at Loganview
- MS Basketball Boys Record 1-6
- MS Basketball Girls Record 6-3

III. NSAA - proposed on all activities

- District Meeting (zoom) - Proposals we were in favor of all passed

IV. Officials for FB, VB, BB, & WR

- All officials have been hired at this time for next year 2021-2022

Jeffrey Elementary

February 8, 2021

Brett Webster

- Parent Teacher Conference will be Monday Feb 22nd at the Elem from 12-8 PM.
 - Our hope is to have in person meetings.
- Dr. Seuss Week will be celebrated March 1st – March 5th. We will piggy back our Read-A-Thon during that week. PAC is putting this event on and it should be fun.
- Elementary School Store fundraiser is going very well.
- We have had all the students eating in the new cafeteria and it seems to be going great. It is so fun to see all the kids in there at the same time.

PRINCIPAL BOARD REPORT

FEBRUARY

MAYNARD MS/HS

- 1.) MAPS testing done. Working with staff on differentiating to those deficiencies we find as we work towards beginning a hybrid MTSS next year in the MS/HS.
- 2.) Big Shout Out to the custodial and maintenance crew for all of their hard work this year. From Covid to all this snow they have worked hard to keep our schools clean and accessible for school, games, outside groups and everything that entails.
- 3.) Impact of Covid on teaching and learning has really leveled out.
- 4.) Sunday the 21st of February we will be changing FFA breakfast to an FFA drive through lunch. More to follow.
- 5.) The hunt for new staff to fill positions where we have retirement or someone leaving has begun. We have some high needs positions to fill which in the past have had many slots across the state.
- 6.) No students at the HS for anything Covid related. One staff member as of today being tested.
- 7.) Spelling Bee is Wednesday. Thanks to Mrs. Baloun and good luck to the contestants.
- 8.) State testing is right around the corner.

Board of Education Regular Meeting
Middle School/High School Media Center
565 S. Kimmel Street
Osceola, NE 68651
January 11, 2021 @ 6:00 PM

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office on Thursday, January 7, 2021. The notice of this meeting was also published in “The Polk County News” on the same date. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Boruch called the regular meeting to order at 6:00 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

Newly elected board members, Daisy Naber and Eric Yungdahl, took their oath of office. Eric Yungdahl took his oath of office via Zoom.

2.2. Roll Call

Jennifer Boruch:	Present	Daisy Naber:	Present
Jena Mentink:	Present	Michael Neujahr:	Present
Anthony Mestl:	Present	Eric Yungdahl:	Present

Eric Yungdahl attended via Zoom.

Also, present were Superintendent Jason Lavaley, Principal Dale Maynard, Principal Brett Webster and Debra Berry.

2.3. Excuse Board Members Who Are Absent

There were no board members absent.

3. Annual reorganization of the Board of Education

3.1. Election of Officers as per Board Policy #2002 Organization of Board, Board Officers, Committees, and Check Signing.

3.1.1. Election of President

To elect Jennifer Boruch as Board President for the 2021 year and to cease nominations passed with a motion by Michael Neujahr and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

3.1.2. Election of Vice President

To elect Michael Neujahr as Board Vice President for the 2021 year and to cease nominations passed with a motion by Anthony Mestl and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

3.1.3. Election of Treasurer

To elect Anthony Mestl as Treasurer for the 2021 year and to cease nominations passed with a motion by Michael Neujahr and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

3.1.4. Election/appointment of Secretary

To appoint Debra Berry as Board Secretary for the 2021 year passed with a motion by Jena Mentink and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

3.2. Disseminate conflict of interest statutes

The conflict of interest statutes were discussed.

3.3. Approval of designations, positions, and committees as per Board Policy #2002

3.3.1. Consider, discuss and take action to select legal counsel

To appoint KSB School Law as the District's legal counsel passed with a motion by Anthony Mestl and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

3.3.2. Consider, discuss and take action to select depository bank

To appoint Pinnacle Bank of Osceola as the District's depository bank passed with a motion by Michael Neujahr and a second by Anthony Mestl.

Daisy Naber: Abstain (With Conflict), Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

3.3.3. Consider, discuss and take action to select district newspaper of record

To appoint The Polk County News as the District's newspaper of record passed with a motion by Daisy Naber and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

3.3.4. Appointment of committees as per Board Policy #8130: Negotiations; Curriculum; Americanism Committee and Staff Relations; Transportation; Facilities; Budget; Policy; Technology; Rule 10 Safety; LB 757 Safety; School Improvement

To agree to committee assignments as discussed passed with a motion by Anthony Mestl and a second by Eric Yungdahl via Zoom.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

3.4. Approval of current Board policies and regulations

To approve all current Board policies and regulations from KSB School Law Firm passed with a motion by Michael Neujahr and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

3.5. Designate date for the annual review of BOE Policies

To designate June and July board meetings as the months for required reviews of policies passed with a motion by Daisy Naber and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

4. Approval of Agenda

To approve the agenda as written passed with a motion by Daisy Naber and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

5. Recognition of Visitors/Communications from the Public

There were no patrons present.

6. Reports

6.1. Principals Reports

6.1.1. Elementary Report

Elementary Principal Brett Webster gave his oral and written report about: the start of the second semester has been great; Art and Music have their own classrooms; students are no longer eating in their classrooms; changes to school dismissal have been going well; January 27th is the 100th day of school; and Kindergarten Round-Up and Preschool Open House have been tentatively scheduled for Friday, April 16th. Principal Webster is implementing the Banking in School Program again.

6.1.2. MS/HS Report

MS/HS Principal Dale Maynard gave his written and oral report about: MAPS testing is underway; a voluntary book study for staff has good participation; online learning is better than last year for students who cannot attend the classroom; ACT prep will begin in the core classes; the online Christmas concert is worth watching; and Pinnacle Bank - Osceola has been working on a grant to help S.W.A.G. get positive messages to the community, such as electronic greeting cards to first responders and healthcare workers.

Michael Neujahr, Board Member, asked about how students are counted for absences when gone for COVID and activities.

Anthony Mestl, Board Member, inquired about a student representative to attend the board meetings.

6.2. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: banners and signs are being looked at for the new addition; the kitchen and cafeteria in the new addition are now operational; the new lockers are going to be fixed so the showers are ADA compliant; the Osceola Fire Department is still trying to schedule a time to burn down the house sitting on the Coffin property which was purchased by the school; updates to DHM guidelines and NSAA winter sports guidance; COVID vaccines for schools will be available after healthcare

workers; information from NASB; drug testing contract update; the new telephone system has been installed; the possible purchase of a floor scrubber for the new addition; the Polk County Health Department presented a grant for COVID expenses to Osceola Public Schools; possibly hosting Holiday Basketball Tournaments; update on Four Corners Health Department's report on COVID; and updates to the Superintendent's absences and calendar.

Anthony Mestl, Board Member, inquired about the Activities Director's report.

6.3. Board Reports

There were no board reports.

7. Action Items

7.1. Consent Agenda

To approve the consent agenda with the correction of the December 14, 2020 minutes in which a section under Board Reports should have read Title IX not Title IV passed with a motion by Jena Mentink and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

7.1.1. Approval of the Previous Meeting's Minutes

7.1.2. Treasurer's Report

7.1.3. Payment of general fund claims in the amount of \$65,498.71

Payroll could not be completed.

7.1.4. Payment of special building fund claims of \$850,157.76

7.1.5. Payment of qualified capital purpose undertaking fund claims of \$0.00. There were no claims against the qualified capital purpose undertaking fund.

7.2. Consider, discuss and take all necessary action to appoint Superintendent to be the District's representative for all local, State, and Federal programs

To approve Superintendent Lavaley to be the District's representative for all local, state, and federal programs passed with a motion by Michael Neujahr and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

7.3. Consider, discuss and take all necessary action to approve Designation of Authority to Superintendent. Authorize Superintendent, Superintendent Designee to use board approved signature stamps on monthly claims/payroll

To approve Designation of Authority to Superintendent or Superintendent's designee to use board approved signature stamps on monthly claims and/or payroll passed with a motion by Daisy Naber and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

7.4. Consider, discuss and take all necessary action on the selling of the property to the east of the auditorium

For Osceola Public Schools to retain the property located on the corner of Kimmel and Central Streets passed with a motion by Michael Neujahr and a second by Eric Yungdahl via Zoom.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

7.5. Consider, discuss and take all necessary action on approval of final negotiated agreement with Osceola Education Association representing teachers in the district
To approve the final negotiated agreement for certificated staff at a 2.76% total package increase as presented passed with a motion by Michael Neujahr and a second by Anthony Mestl.
Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

7.6. Consider, discuss, and take all necessary action to approve letter for Kelsie Davidson to be certified as local substitutes at Osceola Public Schools
To approve a letter to NDE for Kelsie Davidson to be a local substitute teacher at Osceola Public Schools passed with a motion by Jena Mentink and a second by Eric Yungdahl via Zoom.
Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

7.7. Consider, discuss and take all necessary action on resignation of Caleb Magner as the K-12 music teacher at the end of 2020-21 school year
To accept the resignation of Caleb Magner as the Music Teacher at the end of 2020-2021 school year passed with a motion by Michael Neujahr and a second by Jena Mentink.
Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

Thank you, Mr. Magner, for all of your dedication and efforts to Osceola Public Schools!

7.8. Consider, discuss, and take all necessary action on the drainage work on the northeast side of the addition
Agenda action item 7.8 "consider, discuss, and take all necessary action on the drainage work on the northeast side of the addition" was tabled with a motion by Anthony Mestl and a second by Michael Neujahr.
Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

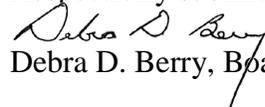
8. Next Meeting Dates and Times

8.1. Regular meeting February 8, 2021, 6:00 PM at the Osceola Middle/High School Media Center.

9. Adjournment

To adjourn meeting at 8:08 PM passed with a motion by Daisy Naber and a second by Eric Yungdahl via Zoom.
Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea via Zoom

Respectfully submitted,


Debra D. Berry, Board Secretary Appointed

Board Report – Monthly
GENERAL FUND

Posted - During Check Cycle; Fund Number 01; Processing Month 02/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
33469	APPLE, INC.	LAPTOP & COMPUTER HARDWARE	1,786.00
33470	CASH-WA DISTRIBUTING	KITCHEN EQUIPMENT	177,348.85
33471	CENTRAL NEBRASKA REHABILITATION SERVICES	OT/PT SERVICES	2,790.03
33472	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	1,615.67
33473	COMPUTER HARDWARE	LAPTOP & REPAIRS	550.00
33474	CONTROL SERVICES, INC.	SERVICE CONTRACT	929.17
33475	DOLLAR GENERAL - REGIONS 410526	SUPPLIES	54.30
33476	EAKES OFFICE PLUS	SUPPLIES	715.40
33477	ELECTRICAL ENGINEERING & EQUIPMENT CO.	STEP LADDERS AND SUPPLIES	518.48
33478	ELECTRONIC CONTRACTING COMPANY	SECURITY EQUIPMENT	12,228.50
33480	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	8,079.03
33479	ESU #7	COMPUTER MAINTENANCE	267.41
33481	FEDEX	SHIPPING FEES	25.19
33482	FRONTIER COOPERATIVE COMPANY	FUEL	1,771.43
33483	GARRATT CALLAHAN COMPANY	WATER TREATMENT SUPPLIES	750.00
33484	GARY'S PLUMBING, LLC	SUPPLIES	130.25
33485	GLUNZ, BRENDA	PSYCHOLOGIST SERVICES	1,079.80
33486	GREAT MINDS	SOFTWARE LICENSES	845.00
33487	HEARTLAND COMMUNICATIONS	TIME SCHEDULER FOR BELL	2,835.00
33488	HOME DEPOT PRO, THE	SUPPLIES	2,221.77
33489	JACKSON SERVICES, INC.	RUG SERVICE	276.53
33490	JOSTENS/JMB RECOGNITION	GRADUATION SUPPLIES	42.00
33491	LASSEK ELECTRIC LLC	ELECTRICAL REPAIRS	345.00
33492	LAVALEY, JASON	REIMB OF TELEVISIONS/CHAIR/TABLES	1,969.00
33493	MATHESON TRI-GAS, INC.	SUPPLIES	35.58
33494	MENARDS	SUPPLIES	17.97
33495	MIDWEST CONNECT	POSTAGE MACHINE INK CARTIDGE	210.00
33496	MIDWEST FLOOR COVERING, INC.	CARPET INSTALLATION	5,292.00
33497	NE ASSOCIATION OF SCHOOL BOARDS	2021-2022 MEMBERSHIP FEE	3,232.00
33498	OFFICENET, INC.	SUPPLIES	389.54
33499	OPTUM	FLEX PLAN FUNDING	150.00
33500	OSCEOLA FOOD MART	SUPPLIES	216.02
33501	PINNACLE BANK	FLAGS FOR NEW GYM	126.67
33502	POLK COUNTY HEALTH DEPARTMENT	NURSING FEES	2,723.75
33503	POLK COUNTY NEWS	PRINTING	177.66
33504	POLK COUNTY RPPD	ELECTRICITY	16,063.55
33505	PRESTO-X	PEST CONTROL	141.00

Board Report - Monthly

Posted - During Check Cycle; Fund Number 01; Processing Month 02/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
33506	R-SHAR, INC.	DEBRIS REMOVAL	250.00
33507	SHELBY LUMBER CO., INC,	ANCHORS	7.52
33508	SPORT SAFE TESTING SERVICE, INC.	RANDOM DRUG TESTING	545.00
33509	STRIV, INC.	UPGRADE TO STRIV	149.25
33510	SYMMETRY ENERGY SOLUTIONS, LLC	NATURAL GAS	2,776.35
33511	TEXTBOOK WAREHOUSE	WORKBOOKS	75.85
33512	TONNIGES CHEVROLET, INC.	PARTS	1,490.12
33513	VERIZON WIRELESS	COVID HOTSPOTS FOR COMPUTERS	163.35
33514	WINDSTREAM	DISTANCE LEARNING SERVICE	<u>54.95</u>
Checking Account Total:			253,461.94

<u>Checking</u>	<u>1</u>		
489	FARM BUREAU FINANCIAL SERVICE	TERM LIFE INSURANCE	82.86
491	LINGO COMMUNICATIONS	LONG DISTANCE SERVICE	92.24
493	LINGO COMMUNICATIONS	LONG DISTANCE SERVICE	262.98
487	MG TRUST COMPANY	TSA PAYABLE	2,560.00
486	OPTUM	FLEX PLAN FUNDING	3502.10
495	PLIC - SBD GRAND ISLAND	DISABILITY INSURANCE	4,205.43
490	PRESTO-X	PEST CONTROL & MOUSE TRAPS	377.00
488	QUADIENT LEASING USA, INC.	POSTAGE METER LEASE	<u>552.00</u>
Checking Account Total:			11,634.61

<u>Checking</u>	<u>4</u>		
2016	BALOUN, DEREK	REIMB. OF BUS LICENSE	74.00
2012	CENTRAL NEBRASKA REHABILITATION SERVICES	OT/PT SERVICES	7,061.00
2001	COMPUTER HARDWARE	COMPUTER HARDWARE	549.00
2000	COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA	GARNISHMENT	339.14
2023	DOLLAR GENERAL - REGIONS 410526	SUPPLIES	99.92
2021	GRAPHIC EDGE	MASKS	95.00
2014	NATIONAL CAPITAL FLAG CO., INC.	BLUE RIBBON SCHOOL FLAG	289.00
2008	NIELSEN, KILEY	SUMMER AND FALL 2020 TUITION REIMB.	2,154.00
2026	OGORZOLKA ENTERPISE	LIFT	3,800.00
2017	OPTUM	FLEX PLAN FUNDING	350.00
2013	OSCEOLA PUBLIC SCHOOLS	PRESCHOOL MILK REIMB.	167.60
2258	PINNACLE BANK	SUPPLIES	110.21
2022	PLIEFKE, JESSE	FUEL	45.33
2002	POLK COUNTY RPPD	ELECTRICITY	764.89
2025	POSTMASTER	NEWSLETTER POSTAGE	427.75
2011	QUADIENT FINANCE USA, INC.	POSTAGE	750.50
2018	VERIZON WIRELESS	COVID HOTSPOTS FOR COMPUTERS	373.50

Board Report - Monthly

Posted - During Check Cycle; Fund Number 01; Processing Month 02/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
2010	WINDSTREAM	TELEPHONE SERVICE	128.64
2009	WINDSTREAM	TELEPHONE SERVICE	395.17
2260	WINDSTREAM	STATE INTERNET CONTRACT	<u>100.13</u>
Checking Account Total:			<u>18,074.78</u>
TOTAL OF CHECKS & PREPAIDS			283,171.33
TOTAL OCTOBER 2020 EXTRA PAYROLL			800.31
TOTAL JANUARY 2021 PAYROLL			294,133.21
TOTAL FEBRUARY 2021 PAYROLL			<u>289,359.71</u>
GRAND TOTAL			<u>867,464.56</u>

**Board Report - Monthly
SPECIAL BUILDING**

Prepaid Check; Fund Number 08; Processing Month 02/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
1373	BD CONSTRUCTION, INC/KEARNEY	NEW ADDITION CONSTRUCTION	73,065.79
154	DUET RESOURCE GROUP	CHAIRS AND TABLES FOR NEW CAFETERIA	12,886.55
153	MID-STATE ENGINEERING & TESTING, INC.	CONCRETE TESTS	<u>2,543.00</u>
GRAND TOTAL:			<u>88,495.34</u>

RESOLUTION ON SCHOOL DISTRICT STANDARDS FOR ACCEPTANCE OR REJECTION OF OPTION ENROLLMENT APPLICATIONS

WHEREAS, Osceola Public Schools is committed to providing an education of high quality to its students in an economically efficient manner; and
 WHEREAS, the school district's faculty, facilities, and equipment can serve only a limited number of students effectively; and
 WHEREAS, the Osceola Board of Education, in consultation with the administration, has reviewed the school district's faculty, facilities, equipment, interdisciplinary efforts and interrelationships of grades, subjects, and faculty; and has determined the maximum number of students it can serve effectively at any given grade level and in total;
 NOW, THEREFORE BE IT RESOLVED that the board adopts the following standards for acceptance or rejection of option enrollment applications:
Numeric Capacity. The capacity in the following grade levels, programs, classes, and/or school buildings is as follows:

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten	24	8	16
First	24	11	13
Second	24	20	4
Third	24	12	12
Fourth	24	11	13
Fifth	24	12	12
Building Capacity, Elementary	144	74	70
Level I Elem. Special Education	15	24	0
Level II Elem. Special Education	4	1	3
Level III Elem. Special Education	1	0	1
Sixth	28	15	13
Seventh	28	25	3
Eighth	28	17	11
Bldg. Capacity, Middle School	84	57	27
Level I MS Special Education	6	7	0
Level II MS Special Education	3	0	3
Level III MS Special Education	1	1	0
Ninth	28	19	9
Tenth	28	18	10
Eleventh	28	14	14
Twelfth	28	13	15
Bldg. Capacity, Sr. High School	112	64	48
Level I HS Special Education	6	5	1
Level II Sr. HS Special Education	3	4	0
Level III Sr. HS Special Education	1	1	0

Programmatic Capacity. The board declares the following grade levels, programs, classes, and school buildings to be at capacity such that no option applications into any of the following will be accepted: **Elementary and Middle School Special Education.**

Other Standards. The school district shall not accept an option student when acceptance of the student:

- (a) Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- (b) Would require the procurement of new equipment, technology, or furnishings;
- (c) Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- (d) Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- (e) May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

After the above resolution was read, board member _____ moved for passage of the motion. Board member _____ seconded the motion. After discussion, and on roll call vote, the following members voted in favor of the motion: _____.

The following members voted against the motion: _____.

The following members did not vote: _____.

Having been consented to by a majority of the voting members, the board president declared the motion to have been passed and adopted.

Dated this ____ day of _____, 20____.

President, Board of Education



By Schmidt Speech-Language Pathology Services, LLC
Phone: 402-942-1329 Fax: 402-606-4664
Email: deb@therapyworksne.com

Schmidt Speech Language Pathology Services, LLC
Contract Agreement

This agreement, entered into on _____, 2021 by **Schmidt Speech Language Pathology Services, LLC**, (“Therapy Servicer”) – trade name Therapy Works of Nebraska, located in Columbus, NE and Osceola Public Schools (“Facility”), located in Osceola Nebraska.

The Facility has the responsibility to ensure that services provided by outside resources meet the professional standards and principles that apply to the area of consultation that the Therapy Servicer is providing and that services are provided in a timely manner.

The Therapy Servicer attests that it is duly-qualified, licensed, registered or certified and skilled to provide the services as listed.

The Facility desires to retain Therapy Servicer and Therapy Servicer desires to be retained by the Facility.

In consideration of these premises and of the following terms, provision and conditions, the parties agree as follows as well as listed in Appendix A.

1. **Scope of Services Provided:** Therapy Servicer agrees to provide to the Facility with Speech Language Pathology Services as defined below. Therapy Servicer will render direct, indirect, and consultation services on location during the term of this agreement.
2. **Compensation:** For any and all services provided as per the terms of this agreement by Therapy Servicer, the Facility shall pay to **Schmidt Speech Language Pathology Services, LLC:**
 - Compensation of **\$70/hour** for **ALL** time expended and utilized for Speech Language Pathology Services.
 - Travel to the facility will be charged for 40 minutes per day/visit.
 - Mileage expenditure will be charged at the federal mileage reimbursement rate for 25 miles per trip or 50 miles per day.
 - No other monies for compensation, reimbursement, or expenses shall be paid to Therapy Servicer by the Facility unless agreed to in this section.
3. **Invoicing:** The Facility will be billed by the 20th day of the following month with payment due fifteen (15) days from the invoice date. Past due invoices will be assessed a \$15.00 service fee and 15% interest for every thirty (30) days past due. In the event that payment is not received within ninety (90) days, services to the Facility will be suspended until payment in full is received.

4. Penalty Charges: A penalty charge of \$25.00 will be assessed for each returned check. In addition, there will be a charge for any other expenses to our account resulting from the returned check. In the event of a second returned check, further payment will then be paid by a certified check. In the event that payment is not received within ten (10) days of notification, services to the Facility will be suspended until payment in full is received.
5. Contracted Hours: **Schmidt Speech Language Pathology Services, LLC**, provides contracted hours based on the level of care and complex severity of clients as well as caseload census.

The American Speech Language Hearing Association (ASHA) defines a fulltime School-based Speech Language Pathology caseload with the school population as 47 students (*ASHA 2012 Schools Survey – SLP Caseload Characteristics Report*, J. Janota). Numbers below are reflective of individuals with traditional Speech Language Impairment (SLI) primary verification on MDT in which Individual Education Plan states “1 time/week, 1 contact time per week, 4 times per month” or any and all statements where students are seen on an average of one time per week. For caseloads with more severe complexities, more time shall be allotted at the Therapy Servicers’ discretion.

>12 census	6 hours minimum per week
12 – 20 census	8 - 12 hours per week
21 - 40 census	12 - 32 hours per week
41 - 55 census	33 - 40 hours per week

Schmidt Speech Language Pathology Services, LLC, will provide the following for the specific school districts listed below:

- Speech Language Pathology Services for Osceola Public Schools during the 2021-2022 School Year
 - Approximate Caseload: 28 to 32 Students
 - Approximate Need: 18-25 hours/week + additional hours and days/month for testing and obtaining needed contact time as listed on student IEPs
6. Terms of Agreement: The terms of this agreement shall be in full force and effective on the date listed above. An intake meeting shall be conducted between the respective school districts and Therapy Servicer before services begin to properly transition services. In the same respect, a mid year and end of the school year meeting shall occur between the respective school districts and Therapy Servicer to discuss student needs and continuation of the Contract Agreement after the terms have ended.
 7. Relationship: The Therapy Servicer providing services under this agreement shall NOT be deemed to be an employee of the Facility for any reason. The parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent or representative of the other party for any purpose whatsoever. Neither has any general authority to enter into any contract, assume any obligation or to make any warranties or representations on behalf of the other. Therapy Servicer further agrees to be responsible for any and all federal and state unemployment tax liabilities that arise by virtue of services provided under the terms of this agreement.
 8. Confidentiality: Therapy Servicer is hereby authorized by the Facility to review all books, records, papers or other materials pertaining to the business of the Facility or its respective students/ that are necessary for the Therapy Servicer to appropriately render services hereunder. All materials

reviewed by the Therapy Servicer and the content thereof shall be held in a completely confidential manner, and shall not be disclosed by the Therapy Servicer to any other persons, without the written consent and authorization of the Facility or as allowed by law under the HIPPA Reconciliatory Act.

9. Facility Policies: Therapy Servicer agrees to perform consulting services in compliance with established policies and procedures of the Facility, including but not limited to Safety, Infection Control, Resident Rights, Abuse and Neglect, and HIPPA.
10. Liability: **Schmidt Speech Language Pathology Services, LLC**, agrees to indemnify, hold harmless and defend **Facility**, its officers, agents and employees from and against any and all claims, costs, actions, causes of action, losses or expenses, including reasonable attorney's fees, resulting from or caused by the actions or omission of **Schmidt Speech Language Pathology Services, LLC**, its agents, officers or employees in rendering services or performing duties pursuant to this Agreement. **Facility** agrees to indemnify, hold harmless and defend **Schmidt Speech Language Pathology Services, LLC**, its officers, agents and employees from and against any and all claims, costs, actions, causes of action, losses or expenses, including reasonable attorney's fees, resulting from or caused by the actions or omission of **Facility**, its agents, officers or employees in rendering services or performing duties pursuant to this Agreement.
11. Liability Insurance: The Therapy Servicer will maintain liability insurance coverage for any acts of negligence committed at the Facility or on Facility related business. The policy will not be less than one million five hundred thousand dollars (\$1,000,000). Therapy Servicer will provide evidence of coverage on an annual basis to Facility.
12. Hiring or Inducing any employees of Therapy Servicer: The Facility recognizes that the Therapy Servicer is induced and entered into this Agreement by the covenants and assurances made by the Facility that the Facility will not, during the term of this Agreement and for one (1) year thereafter, hire or induce any employees of Therapy Servicer to become contractors or employees of the Facility. The Facility recognizes that irrevocable harm and damage will be done to the Therapy Servicer. Therefore, the Facility agrees that during the term of this Agreement and for a period of one (1) year thereafter, it will not directly or indirectly hire, contract with or any way be associated with former employee(s) of the Therapy Servicer without the express written consent of the Therapy Servicer. In the event that the Facility violates the terms of this Contract Agreement, the parties agree and stipulate that the Therapy Servicer may seek an appropriate equitable redress including injunction in a court of appropriate jurisdiction prohibiting the continued relationship between the Facility and Therapy Servicer's employee(s). In addition to that remedy, for each day that the Facility violates the terms of this provision it shall be indebted to Therapy Servicer as liquidated damages and not as a penalty the sum of \$100.00 per diem. The parties agree that the liquidated damages set forth in this paragraph shall not be considered for any purposes a penalty or an exclusive remedy. If the Facility elects to employ a Therapy Servicer employee, a recruiting/placement fee equal to 50% of the employee's anticipated total first year compensation will be paid to Therapy Servicer.
13. Miscellaneous:
 - A. This agreement constitutes the full, complete and entire agreement between the Facility and the Therapy Servicer.

- B. No modification, renewal, extension or waiver of this agreement, or any of the provisions contained herein, shall be binding on either party, unless the terms are contained herein and are made in writing and signed by each party by a person duly authorized.
- C. The waiver of either party of a breach or violation of any provision of this agreement shall not operate as, or construed to be, a waiver of any subsequent breach thereof.
- D. Neither the Facility nor the Therapy Servicer will discriminate against any person provided to perform services under this agreement by reason of race, color, creed, sex, handicap, national origin, or religious preference.
- E. Therapy Servicer will provide the Facility with a current photocopy of professional liability insurance coverage, the certification, license, or registration card with expiration date. If the expiration date occurs during the time of said agreement, a copy of a renewal card will be supplied upon said expiration date. Therapy Servicer further agrees to promptly notify Facility of any restrictions, suspensions, or limitation of his/her license, registration or certification status that occurs during the time of this agreement.

The Facility and the Therapy Servicer have, by their signatures, agreed to the conditions of this contract on the day and year first written above.

Osceola Public Schools
Representative Signature

Schmidt Speech Language Pathology Services, LLC
CEO/Owner Signature

Printed Name/Title

Debra H Prange

Printed Name

Date

Date

Schmidt Speech Language Pathology Services, LLC
Contract Agreement – Appendix A, Services Defined

1. Therapy and Assessment Materials: The Facility shall provide any and all materials required to provide adequate therapy services with reasonable means as directed in the students' Individual Education Plans.
2. Technology: Therapy Servicer will provide the Therapist laptop computer and iPad tablet to assist in therapeutic services.
3. District and Building Training: The Facility shall provide sufficient training to Therapy Servicer in regards to compliance needs in related to: 1) Weather, 2) Fire, 3) Student Behavior, 4) Special Education District, State, and Federal Law. 4) Any other not listed here or elsewhere.
4. Student Supervision: Due to constraints of being a contracted service, Facility will assign an on location staff to be responsible for the well-being of the student while the student is participating in treatment and assessment. Therapy Server is not responsible for the student while participating in services; rather, Therapy Servicer is responsible for the treatment design and implementation of each session.
5. Daily Schedule/Hours Available: Therapy Servicer shall work together with Facility to best determine a schedule based availability of the assigned therapist as well as therapeutic intervention needs of each student as stated in students' Individual Education Plans. A determined schedule will be defined by the first week of the 2017-2018 School Year. Scheduled blocks of time for Therapy Servicer to provide services at Facility shall occur in at least 4-hour increment blocks. In the event that therapy services are required outside the typical contracted schedule via distance based, (such as email, phone, fax consultation) time will be billed by the hour with a minimum of .25 hours per contact.
6. Documentation/Planning Time: Each 4 hours the Facility contracts with Therapy Servicer shall include at least one (1) planning period built into the daily schedule equal to at least 30 minutes time; an 8 hour day would respectively equal at least 60 minutes of sufficient planning. If sufficient planning period is not available during the day, time will be added to the end of the regularly scheduled day. If the planning time is used during the day for an extra or additional meeting (IEP, MDT, teacher communication), sufficient planning time will be added to the end of the day to ensure adequate planning for both direct, indirect, and collaborative intervention services. In addition, if the caseload's workload indicates the need for additional planning time due to the nature of student needs within the caseload, additional planning time will be utilized to best design intervention focused on meeting IEP goals.
7. Compliance Standards: Reminders of IEPs/MDTs due as well as any district specific compliance measures that need to be completed should be provided at the beginning of the year as well as monthly reminders directly emailed to therapyworks.ne@gmail.com at the beginning of the month. Examples include, but are not limited to: IEPs/MDTs/Assessments/Progress notes/MIPs due that month.
8. IEPs – Primary Caseload Manager: Therapy Servicer agrees to help schedule IEP meetings in which the therapist is the caseload manager; however, it is the Facility's responsibility comply with IEP/MDT deadlines. Therapy Servicer agrees to enter information into SRS; however, before

finalization of the document, a district representative shall review the fill and determine if the necessary components are found within. Therapy Servicer should not be used as the district representative for the meeting.

9. IEPs – Related Services: Therapy Servicer agrees to participate in IEP meetings in which the therapist is a member of the related services team as well as enter appropriate information into the IEP on SRS; however, Therapy Servicer should be allowed sufficient written notice of the meetings occurrence to be present in the meeting. If Therapy Servicer is not able to attend the meeting in person, prior written information provided to the IEP caseworker shall considered sufficient. Therapy Servicer should not be used as the district representative for the meeting.
10. New and Re-Verification of a Student – Speech/Language Only: The Facility agrees to obtain permission to test form with correct signatures and agrees to notify Therapy Servicer of date compliance. Therapy Servicer agrees to provide skilled testing and assessment. Therapy Servicer agrees to assist in scheduling, planning, and running of the MDT as well as the Initial Placement and IEP meeting, if needed. Therapy Servicer agrees to enter information into SRS; however, before finalization of the document, a district representative shall review the fill and determine if the necessary components are found within. Therapy Servicer should not be used as the district representative for the meeting.
11. New and Re-Verification of a Student – Related Service (School Psychologist also involved): The Facility agrees to obtain permission to test form with correct signatures and agrees to notify Therapy Servicer of date compliance. Therapy Servicer agrees to provide skilled testing and assessment. Therapy Servicer agrees to participate in the MDT as well as the Initial Placement and IEP meeting. Therapy Servicer agrees to enter information into SRS; however, before finalization of the document, a district representative shall review the fill and determine if the necessary components are found within. If Therapy Servicer is not able to attend the meeting in person, prior written information provided to the School Psychologist shall considered sufficient. Therapy Servicer should not be used as the district representative for the meeting.
12. Progress Notes: The Therapy Servicer agrees to writing quarterly progress notes and documenting within SRS. During weeks in which progress notes are due, Therapy Servicer will attempt to complete notes during the allotted documentation/planning time; however, additional time may be required and billed to appropriately document progress.
13. Cancellations: Above states Therapy Servicer will charge the Facility for services provided per week as determined by a set schedule at the beginning of the school year. No matter the set school calendar changes, changes in school schedule, school cancellations, early dismissals, snow days, and/or otherwise not specified etc., Therapy Servicer will have a qualified therapist ready to provide services as noted in the Contracted Hours and Terms of Agreement as listed above. If the regularly scheduled therapist from Therapy Servicer is unable to make it to the school due to illness, Therapy Servicer will cover with a different qualified therapist from Therapy Servicers' qualified staff. If Therapy Servicer is available to provide services, contracted hours will be billed to the Facility. If Therapy Servicer is unable to provide a qualified therapist to complete services, hours will not be billed to the Facility.

MEMBERSHIP DUES INVOICE

in account with

Nebraska Association of School Boards

1311 Stockwell, Lincoln, NE 68502 (402) 423-4951 or 1-(800) 422-4572

Name: Osceola Public Schools

County: Polk

NASB Region: 10

DATE	DESCRIPTION	AMOUNT DUE
January 29, 2021	Annual Membership Dues for NASB Fiscal Year 4/1/2021 to 3/31/2022	\$3,298
	Pay by 4/1/2021 to receive a 2% discount.	\$66
	TOTAL AMOUNT DUE IF PAID BY APRIL 1, 2021	<u>\$3,232</u>

Thank you for your support and participation in NASB.

TO: Dr. Lavaley, Mr. Maynard, Mr. Webster and the Osceola School Board

RE: Carita Willits Resignation

May 2021 will be my last month at Jeffrey Elementary Schools. It has been a privilege to work with GREAT teachers AND wonderful students. I think you ALL must be doing something correctly since just a few years back, Jeffrey Elementary was awarded the Blue Ribbon School, we have been able to have in-house school with few COVID cases, we have a new kitchen/gym/daycare building AND extracurriculars are excelling! I would like to commend Dr. Lavaley for starting here at Osceola mid-construction, COVID pandemic AND his school secretary having to be gone due to her son's severe accident. I would also like to comment Mr. Webster for being a terrific boss. As you may know, I'm a praying Grandma and I have prayed over Osceola Public Schools each morning. Even though I will not be walking the halls each morning, I will continue to keep staff AND the entire Bulldog family in my prayers.

OSCEOLA PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT WITH PRINCIPAL

THIS CONTRACT is made by and between the Board of Education of the **Polk County School District 0019, a/k/a Osceola Public Schools**, hereinafter referred to as “the Board,” and Brett Webster, hereinafter referred to as “the Principal.” This contract supersedes all previous contracts of employment between the Board and the Principal.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 8th day of February, 2021, the Board hereby agrees to employ the Principal, and the Principal hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of one year beginning on the 1st day of August, 2021, and expiring on the 31st day of July, 2022 and requires the Principal to reside within the boundaries of the District 19. A “contract year” for purposes of this Contract shall be from August 1 to July 31. Each year of this agreement shall consist of 210 days of service per year.

2. Salary. The annual salary shall be: eighty-eight thousand dollars (\$90,150). Said annual salary shall be paid in twelve equal installments commencing on August 15, 2021.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees’ Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Principal, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Principal when the following specific conditions are met: (1) the Principal is currently employed by the District and (2) the paid leave day is taken on a day Principal would otherwise be expected to be at work.

1. Personal Leave. The Principal shall be allowed 5 working days of paid personal leave each contract year to attend to personal matters that require the Principal’s absence from work. Use of such leave must be approved by the Superintendent in advance. Personal leave days are non-cumulative. There shall be no pay for unused personal leave upon separation of employment.

2. Sick Leave. The Principal shall be allowed 10 working days of paid sick leave each contract year. Sick days are available for use when the Principal is unable to perform assigned duties due to the illness or temporary disability of the Principal or due to the Principal needing to care for a member of the Principal's immediate family who is ill or has a serious health condition. Immediate family for purposes of sick leave means the Principal's spouse, child, parent, grandparent, sibling, and the Principal's spouse's parent. The Principal is to use sick leave when unable to work. Activities other than caring for the Principal's own health or that of an immediate family member reflect an abuse of sick leave. When the Principal is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of 10 days or more due to a personal health condition, the Principal must present a written statement from the Principal's physician or health care provider to the Superintendent establishing that the Principal is physically and mentally able to perform the essential functions of the Principal's position, with or without reasonable accommodations.
 3. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 45 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days. Should the Principal, as of the last day of their contract, accumulate more than thirty-five (35) unused sick leave days, the Principal will be entitled to, on August 15th immediately following the end of contract, turn back to the school district any unused sick days in excess of thirty-five (35) days, and shall be paid by the School district twenty-five dollars (\$25.00) for each day the Principal is entitled to. Such payment will be made with the September paycheck. There shall be no pay for unused sick leave upon separation of employment.
 4. Bereavement Leave. Bereavement leave of up to 3 days will be granted for a death in the employee's immediate family, i.e. any grandparents, any parents, any children, spouse, siblings and their immediate family, and aunts or uncles and their immediate family.
 5. Staff Bereavement. The Superintendent, in collaboration with the Principal, will assign administration to attend funeral services of staff members or attend funerals to provide emotional support for staff members as an extension of their school duties as principal. The absence will not be considered use of the Principal's personal leave or sick leave.
 6. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.
 7. Log. The Principal shall maintain a current log of used leave days with the secretary for the Superintendent.
- B. Health and Dental Insurance. The District shall pay for and provide the Principal with health and dental insurance for which the Principal is qualified under the District's group insurance plan.

- C. Disability Insurance. The District will pay the Principal the amount of the long term disability insurance cost. This amount will then be payroll deducted from the Principal's check to pay the LTD premium.
- D. Retirement Plan. The Principal may elect to designate part of the Principal's annual salary to be invested in a 403(b) plan to the extent such is offered by the District.
- E. Meetings and Dues. The Principal shall attend appropriate professional meetings provided that such attendance does not interfere with the proper performance of Principal's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. The District will pay the Principal's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Principal's position upon the Principal's request and approval by the Superintendent.
- F. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Principal's official duties shall be reimbursed at the rate set annually by the Board for District travel.
- G. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Principal in the Principal's individual capacity or the Principal's official capacity as an agent or employee of the District, provided that the incident arose while the Principal was acting (or, in good faith, reasonably believed that the Principal was acting) within the scope of the Principal's employment with the District and the District is not in an adverse position in the legal proceedings.
- H. Other Benefits. The Principal may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Principal meets the conditions and eligibility requirements for such benefits.

4. Duties. The Principal is employed as the Elementary Principal (Grades PK-5). The Principal shall perform the duties of such position as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Principal shall be subject to assignment to such other duties by the Board or the Superintendent and may be assigned to a different position for which the Principal is qualified by reason of certification, endorsement, or college preparation. In addition to the normal duties traditionally required of certificated employees, the Principal may be assigned extra duty assignments by the District. Such assignments shall be upon such terms and conditions and at such additional rate of compensation as the Principal and the District may agree upon; provided that the Principal shall not unreasonably refuse to accept such assignments. The Principal agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Principal shall be governed by the policies, regulations and directions of the Board of Education. The Principal shall in all respects to diligently and faithfully perform the assigned duties to the best of the Principal's professional ability. Regular dependable attendance is an essential function of the Principal's position.

5. Contract Termination. In the event the Principal violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Principal's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a Principal or Secondary Principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Principal may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Duty assignments which do not require a teaching or administrative certificate are on an at-will basis, shall be subject to removal without cause and shall not be subject to continuation or renewal as part of the Principal's Contract.

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 days of service provided to the date of such termination bears to the number of days of service that have been provided in the contract year. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Principal, shall be set off from sums due to the Principal and, if the sums owing to the District are in excess of the sums due the Principal, the amount owing shall be immediately refunded by the Principal.

The Board of Education may require a certificate of health and physical fitness of Principal in accordance with applicable law at any time while this Contract is in force. Should the Principal be unable to perform the Principal's duties by reason of mental or physical incapacity or any reason beyond the Principal's control, and said disability exists for a period exceeding the Principal's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Principal unable to perform essential functions of the positions for which the Principal is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

6. Representations and Legal Requirements. The Principal affirms that: (1) the Principal holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Principal shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Principal is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Principal further warrants and represents as follows: (1) all information set forth in the Principal’s application for employment and other information provided by the Principal in seeking employment are true and accurate, and if said information ceases to be true, Principal will advise the Board of Education immediately; (2) Principal has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Principal has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Principal from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees’ Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before March 15, 2020 shall constitute a rejection by the Principal of the offer of employment.

<p>Executed this ___ day of _____, 2021.</p> <p>_____</p> <p>Principal</p>	<p>Executed this 8th day of February, 2021.</p> <p>Board of Education of Polk County School District 0019, a/k/a Osceola Public Schools</p> <p>By: _____</p> <p>President</p> <p>Attest: _____</p> <p>Other Authorized Officer</p>
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OSCEOLA PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT WITH PRINCIPAL

THIS CONTRACT is made by and between the Board of Education of the **Polk County School District 0019, a/k/a Osceola Public Schools**, hereinafter referred to as “the Board,” and Brett Webster, hereinafter referred to as “the Principal.” This contract supersedes all previous contracts of employment between the Board and the Principal.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 17th day of February, 2020, the Board hereby agrees to employ the Principal, and the Principal hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of one year beginning on the 1st day of August, 2020, and expiring on the 31st day of July, 2021 and requires the Principal to reside within the boundaries of the District 19. A “contract year” for purposes of this Contract shall be from August 1 to July 31. Each year of this agreement shall consist of 210 days of service per year.

2. Salary. The annual salary shall be: eighty-eight thousand dollars (\$90,150). Said annual salary shall be paid in twelve equal installments commencing on August 15, 2020.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees’ Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Principal, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Principal when the following specific conditions are met: (1) the Principal is currently employed by the District and (2) the paid leave day is taken on a day Principal would otherwise be expected to be at work.

1. Personal Leave. The Principal shall be allowed 5 working days of paid personal leave each contract year to attend to personal matters that require the Principal’s absence from work. Use of such leave must be approved by the Superintendent in advance. Personal leave days are non-cumulative. There shall be no pay for unused personal leave upon separation of employment.

2. Sick Leave. The Principal shall be allowed 10 working days of paid sick leave each contract year. Sick days are available for use when the Principal is unable to perform assigned duties due to the illness or temporary disability of the Principal or due to the Principal needing to care for a member of the Principal's immediate family who is ill or has a serious health condition. Immediate family for purposes of sick leave means the Principal's spouse, child, parent, grandparent, sibling, and the Principal's spouse's parent. The Principal is to use sick leave when unable to work. Activities other than caring for the Principal's own health or that of an immediate family member reflect an abuse of sick leave. When the Principal is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of 10 days or more due to a personal health condition, the Principal must present a written statement from the Principal's physician or health care provider to the Superintendent establishing that the Principal is physically and mentally able to perform the essential functions of the Principal's position, with or without reasonable accommodations.
 3. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 45 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days. Should the Principal, as of the last day of their contract, accumulate more than thirty-five (35) unused sick leave days, the Principal will be entitled to, on August 15th immediately following the end of contract, turn back to the school district any unused sick days in excess of thirty-five (35) days, and shall be paid by the School district twenty-five dollars (\$25.00) for each day the Principal is entitled to. Such payment will be made with the September paycheck. There shall be no pay for unused sick leave upon separation of employment.
 4. Bereavement Leave. Bereavement leave of up to 3 days will be granted for a death in the employee's immediate family, i.e. any grandparents, any parents, any children, spouse, siblings and their immediate family, and aunts or uncles and their immediate family.
 5. Staff Bereavement. The Superintendent, in collaboration with the Principal, will assign administration to attend funeral services of staff members or attend funerals to provide emotional support for staff members as an extension of their school duties as principal. The absence will not be considered use of the Principal's personal leave or sick leave.
 6. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.
 7. Log. The Principal shall maintain a current log of used leave days with the secretary for the Superintendent.
- B. Health and Dental Insurance. The District shall pay for and provide the Principal with health and dental insurance for which the Principal is qualified under the District's group insurance plan.

- C. Disability Insurance. The District will pay the Principal the amount of the long term disability insurance cost. This amount will then be payroll deducted from the Principal's check to pay the LTD premium.
- D. Retirement Plan. The Principal may elect to designate part of the Principal's annual salary to be invested in a 403(b) plan to the extent such is offered by the District.
- E. Meetings and Dues. The Principal shall attend appropriate professional meetings provided that such attendance does not interfere with the proper performance of Principal's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. The District will pay the Principal's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Principal's position upon the Principal's request and approval by the Superintendent.
- F. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Principal's official duties shall be reimbursed at the rate set annually by the Board for District travel.
- G. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Principal in the Principal's individual capacity or the Principal's official capacity as an agent or employee of the District, provided that the incident arose while the Principal was acting (or, in good faith, reasonably believed that the Principal was acting) within the scope of the Principal's employment with the District and the District is not in an adverse position in the legal proceedings.
- H. Other Benefits. The Principal may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Principal meets the conditions and eligibility requirements for such benefits.

4. Duties. The Principal is employed as the Elementary Principal (Grades PK-5). The Principal shall perform the duties of such position as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Principal shall be subject to assignment to such other duties by the Board or the Superintendent and may be assigned to a different position for which the Principal is qualified by reason of certification, endorsement, or college preparation. In addition to the normal duties traditionally required of certificated employees, the Principal may be assigned extra duty assignments by the District. Such assignments shall be upon such terms and conditions and at such additional rate of compensation as the Principal and the District may agree upon; provided that the Principal shall not unreasonably refuse to accept such assignments. The Principal agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Principal shall be governed by the policies, regulations and directions of the Board of Education. The Principal shall in all respects to diligently and faithfully perform the assigned duties to the best of the Principal's professional ability. Regular dependable attendance is an essential function of the Principal's position.

5. Contract Termination. In the event the Principal violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Principal's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a Principal or Secondary Principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Principal may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Duty assignments which do not require a teaching or administrative certificate are on an at-will basis, shall be subject to removal without cause and shall not be subject to continuation or renewal as part of the Principal's Contract.

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 days of service provided to the date of such termination bears to the number of days of service that have been provided in the contract year. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Principal, shall be set off from sums due to the Principal and, if the sums owing to the District are in excess of the sums due the Principal, the amount owing shall be immediately refunded by the Principal.

The Board of Education may require a certificate of health and physical fitness of Principal in accordance with applicable law at any time while this Contract is in force. Should the Principal be unable to perform the Principal's duties by reason of mental or physical incapacity or any reason beyond the Principal's control, and said disability exists for a period exceeding the Principal's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Principal unable to perform essential functions of the positions for which the Principal is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

6. Representations and Legal Requirements. The Principal affirms that: (1) the Principal holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Principal shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Principal is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Principal further warrants and represents as follows: (1) all information set forth in the Principal’s application for employment and other information provided by the Principal in seeking employment are true and accurate, and if said information ceases to be true, Principal will advise the Board of Education immediately; (2) Principal has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Principal has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Principal from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees’ Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before March 15, 2020 shall constitute a rejection by the Principal of the offer of employment.

<p>Executed this ___ day of _____, 2021.</p> <p>_____</p> <p>Principal</p>	<p>Executed this 8th day of February, 2021.</p> <p>Board of Education of Polk County School District 0019, a/k/a Osceola Public Schools</p> <p>By: _____</p> <p>President</p> <p>Attest: _____</p> <p>Other Authorized Officer</p>
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OSCEOLA PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT WITH PRINCIPAL

THIS CONTRACT is made by and between the Board of Education of the **Polk County School District 0019, a/k/a Osceola Public Schools**, hereinafter referred to as “the Board,” and Dale Maynard, hereinafter referred to as “the Principal.” This contract supersedes all previous contracts of employment between the Board and the Principal.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 8th day of February, 2021, the Board hereby agrees to employ the Principal, and the Principal hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of one year beginning on the 1st day of August, 2021, and expiring on the 31st day of July, 2022 and requires the Principal to reside within the boundaries of the District 19. A “contract year” for purposes of this Contract shall be from August 1 to July 31. Each year of this agreement shall consist of 210 days of service per year.

2. Salary. The annual salary shall be: ninety-seven thousand two hundred dollars (\$99,550). Said annual salary shall be paid in twelve equal installments commencing on August 15, 2020.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees’ Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Principal, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Principal when the following specific conditions are met: (1) the Principal is currently employed by the District and (2) the paid leave day is taken on a day Principal would otherwise be expected to be at work.

1. Personal Leave. The Principal shall be allowed 5 working days of paid personal leave each contract year to attend to personal matters that require the Principal’s absence from work. Use of such leave must be approved by

the Superintendent in advance. Personal leave days are non-cumulative. There shall be no pay for unused personal leave upon separation of employment.

2. Sick Leave. The Principal shall be allowed 10 working days of paid sick leave each contract year. Sick days are available for use when the Principal is unable to perform assigned duties due to the illness or temporary disability of the Principal or due to the Principal needing to care for a member of the Principal's immediate family who is ill or has a serious health condition. Immediate family for purposes of sick leave means the Principal's spouse, child, parent, grandparent, sibling, and the Principal's spouse's parent. The Principal is to use sick leave when unable to work. Activities other than caring for the Principal's own health or that of an immediate family member reflect an abuse of sick leave. When the Principal is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of 10 days or more due to a personal health condition, the Principal must present a written statement from the Principal's physician or health care provider to the Superintendent establishing that the Principal is physically and mentally able to perform the essential functions of the Principal's position, with or without reasonable accommodations.
3. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 45 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days. Should the Principal, as of the last day of their contract, accumulate more than thirty-five (35) unused sick leave days, the Principal will be entitled to, on August 15th immediately following the end of contract, turn back to the school district any unused sick days in excess of thirty-five (35) days, and shall be paid by the School district twenty-five dollars (\$25.00) for each day the Principal is entitled to. Such payment will be made with the September paycheck. There shall be no pay for unused sick leave upon separation of employment.
4. Bereavement Leave. Bereavement leave of up to 5 days will be granted for a death in the employee's immediate family, i.e. any grandparents, any parents, any children, spouse, siblings and their immediate family, and aunts or uncles and their immediate family.
5. Staff Bereavement. The Superintendent, in collaboration with the Principal, will assign administration to attend funeral services of staff members or attend funerals to provide emotional support for staff members as an extension of their school duties as principal. The absence will not be considered use of the Principal's personal leave or sick leave.
6. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.

7. Log. The Principal shall maintain a current log of used leave days with the secretary for the Superintendent.
- B. Health and Dental Insurance. The District shall pay for and provide the Principal with health and dental insurance for which the Principal is qualified under the District's group insurance plan.
- C. Disability Insurance. The District will pay the Principal the amount of the long term disability insurance cost. This amount will then be payroll deducted from the Principal's check to pay the LTD premium.
- D. Retirement Plan. The Principal may elect to designate part of the Principal's annual salary to be invested in a 403(b) plan to the extent such is offered by the District.
- E. Meetings and Dues. The Principal shall attend appropriate professional meetings provided that such attendance does not interfere with the proper performance of Principal's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. The District will pay the Principal's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Principal's position upon the Principal's request and approval by the Superintendent.
- F. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Principal's official duties shall be reimbursed at the rate set annually by the Board for District travel.
- G. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Principal in the Principal's individual capacity or the Principal's official capacity as an agent or employee of the District, provided that the incident arose while the Principal was acting (or, in good faith, reasonably believed that the Principal was acting) within the scope of the Principal's employment with the District and the District is not in an adverse position in the legal proceedings.
- H. Other Benefits. The Principal may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Principal meets the conditions and eligibility requirements for such benefits.

4. Duties. The Principal is employed as the Secondary Principal (Grades 6-12). The Principal shall perform the duties of such position as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Principal shall be subject to assignment to such other duties by the Board or the Superintendent and may be assigned to a different position for which the Principal is qualified by reason of certification, endorsement, or college preparation. In addition to the normal duties traditionally required of certificated employees, the Principal may be assigned extra duty assignments by the District. Such assignments shall be upon such terms and conditions and at such additional rate of compensation as the Principal and the District may agree upon; provided that the Principal shall not unreasonably refuse to accept such assignments. The Principal agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Principal shall be governed by the policies, regulations and directions of the Board of Education. The Principal shall in all respects to diligently and faithfully perform the assigned duties to the best of the Principal's professional ability. Regular dependable attendance is an essential function of the Principal's position.

5. Contract Termination. In the event the Principal violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Principal's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a Principal or Secondary Principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Principal may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Duty assignments which do not require a teaching or administrative certificate are on an at-will basis, shall be subject to removal without cause and shall not be subject to continuation or renewal as part of the Principal's Contract.

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 days of service provided to the date of such termination bears to the number of days of service that have been provided in the contract year. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Principal, shall be set off from sums due to the Principal and, if the sums owing to the District are in excess of the sums due the Principal, the amount owing shall be immediately refunded by the Principal.

The Board of Education may require a certificate of health and physical fitness of Principal in accordance with applicable law at any time while this Contract is in force. Should the Principal be unable to perform the Principal's duties by reason of mental or physical incapacity or any reason beyond the Principal's control, and said disability exists for a period exceeding the Principal's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Principal unable to perform essential functions of the positions for which the Principal is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

6. Representations and Legal Requirements. The Principal affirms that: (1) the Principal holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be

registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Principal shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Principal is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Principal further warrants and represents as follows: (1) all information set forth in the Principal’s application for employment and other information provided by the Principal in seeking employment are true and accurate, and if said information ceases to be true, Principal will advise the Board of Education immediately; (2) Principal has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Principal has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Principal from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees’ Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before March 15, 2020 shall constitute a rejection by the Principal of the offer of employment.

<p>Executed this ___ day of _____, 2021.</p> <p>_____</p> <p>Principal</p>	<p>Executed this 8th day of February, 2021.</p> <p>Board of Education of Polk County School District 0019, a/k/a Osceola Public Schools</p> <p>By: _____</p> <p>President</p> <p>Attest: _____</p> <p>Other Authorized Officer</p>
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OSCEOLA PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT WITH PRINCIPAL

THIS CONTRACT is made by and between the Board of Education of the **Polk County School District 0019, a/k/a Osceola Public Schools**, hereinafter referred to as “the Board,” and Dale Maynard, hereinafter referred to as “the Principal.” This contract supersedes all previous contracts of employment between the Board and the Principal.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 17th day of February, 2020, the Board hereby agrees to employ the Principal, and the Principal hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of one year beginning on the 1st day of August, 2020, and expiring on the 31st day of July, 2021 and requires the Principal to reside within the boundaries of the District 19. A “contract year” for purposes of this Contract shall be from August 1 to July 31. Each year of this agreement shall consist of 210 days of service per year.

2. Salary. The annual salary shall be: ninety-seven thousand two hundred dollars (\$97,200). Said annual salary shall be paid in twelve equal installments commencing on August 15, 2020.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees’ Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Principal, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Principal when the following specific conditions are met: (1) the Principal is currently employed by the District and (2) the paid leave day is taken on a day Principal would otherwise be expected to be at work.

1. Personal Leave. The Principal shall be allowed 5 working days of paid personal leave each contract year to attend to personal matters that require the Principal’s absence from work. Use of such leave must be approved by

the Superintendent in advance. Personal leave days are non-cumulative. There shall be no pay for unused personal leave upon separation of employment.

2. Sick Leave. The Principal shall be allowed 10 working days of paid sick leave each contract year. Sick days are available for use when the Principal is unable to perform assigned duties due to the illness or temporary disability of the Principal or due to the Principal needing to care for a member of the Principal's immediate family who is ill or has a serious health condition. Immediate family for purposes of sick leave means the Principal's spouse, child, parent, grandparent, sibling, and the Principal's spouse's parent. The Principal is to use sick leave when unable to work. Activities other than caring for the Principal's own health or that of an immediate family member reflect an abuse of sick leave. When the Principal is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of 10 days or more due to a personal health condition, the Principal must present a written statement from the Principal's physician or health care provider to the Superintendent establishing that the Principal is physically and mentally able to perform the essential functions of the Principal's position, with or without reasonable accommodations.
3. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 45 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days. Should the Principal, as of the last day of their contract, accumulate more than thirty-five (35) unused sick leave days, the Principal will be entitled to, on August 15th immediately following the end of contract, turn back to the school district any unused sick days in excess of thirty-five (35) days, and shall be paid by the School district twenty-five dollars (\$25.00) for each day the Principal is entitled to. Such payment will be made with the September paycheck. There shall be no pay for unused sick leave upon separation of employment.
4. Bereavement Leave. Bereavement leave of up to 5 days will be granted for a death in the employee's immediate family, i.e. any grandparents, any parents, any children, spouse, siblings and their immediate family, and aunts or uncles and their immediate family.
5. Staff Bereavement. The Superintendent, in collaboration with the Principal, will assign administration to attend funeral services of staff members or attend funerals to provide emotional support for staff members as an extension of their school duties as principal. The absence will not be considered use of the Principal's personal leave or sick leave.
6. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.

7. Log. The Principal shall maintain a current log of used leave days with the secretary for the Superintendent.
- B. Health and Dental Insurance. The District shall pay for and provide the Principal with health and dental insurance for which the Principal is qualified under the District's group insurance plan.
- C. Disability Insurance. The District will pay the Principal the amount of the long term disability insurance cost. This amount will then be payroll deducted from the Principal's check to pay the LTD premium.
- D. Retirement Plan. The Principal may elect to designate part of the Principal's annual salary to be invested in a 403(b) plan to the extent such is offered by the District.
- E. Meetings and Dues. The Principal shall attend appropriate professional meetings provided that such attendance does not interfere with the proper performance of Principal's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. The District will pay the Principal's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Principal's position upon the Principal's request and approval by the Superintendent.
- F. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Principal's official duties shall be reimbursed at the rate set annually by the Board for District travel.
- G. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Principal in the Principal's individual capacity or the Principal's official capacity as an agent or employee of the District, provided that the incident arose while the Principal was acting (or, in good faith, reasonably believed that the Principal was acting) within the scope of the Principal's employment with the District and the District is not in an adverse position in the legal proceedings.
- H. Other Benefits. The Principal may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Principal meets the conditions and eligibility requirements for such benefits.

4. Duties. The Principal is employed as the Secondary Principal (Grades 6-12). The Principal shall perform the duties of such position as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Principal shall be subject to assignment to such other duties by the Board or the Superintendent and may be assigned to a different position for which the Principal is qualified by reason of certification, endorsement, or college preparation. In addition to the normal duties traditionally required of certificated employees, the Principal may be assigned extra duty assignments by the District. Such assignments shall be upon such terms and conditions and at such additional rate of compensation as the Principal and the District may agree upon; provided that the Principal shall not unreasonably refuse to accept such assignments. The Principal agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Principal shall be governed by the policies, regulations and directions of the Board of Education. The Principal shall in all respects to diligently and faithfully perform the assigned duties to the best of the Principal's professional ability. Regular dependable attendance is an essential function of the Principal's position.

5. Contract Termination. In the event the Principal violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Principal's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a Principal or Secondary Principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Principal may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Duty assignments which do not require a teaching or administrative certificate are on an at-will basis, shall be subject to removal without cause and shall not be subject to continuation or renewal as part of the Principal's Contract.

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 days of service provided to the date of such termination bears to the number of days of service that have been provided in the contract year. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Principal, shall be set off from sums due to the Principal and, if the sums owing to the District are in excess of the sums due the Principal, the amount owing shall be immediately refunded by the Principal.

The Board of Education may require a certificate of health and physical fitness of Principal in accordance with applicable law at any time while this Contract is in force. Should the Principal be unable to perform the Principal's duties by reason of mental or physical incapacity or any reason beyond the Principal's control, and said disability exists for a period exceeding the Principal's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Principal unable to perform essential functions of the positions for which the Principal is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

6. Representations and Legal Requirements. The Principal affirms that: (1) the Principal holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be

registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Principal shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Principal is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Principal further warrants and represents as follows: (1) all information set forth in the Principal’s application for employment and other information provided by the Principal in seeking employment are true and accurate, and if said information ceases to be true, Principal will advise the Board of Education immediately; (2) Principal has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Principal has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Principal from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees’ Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before March 15, 2020 shall constitute a rejection by the Principal of the offer of employment.

<p>Executed this ___ day of _____, 2020.</p> <p>_____</p> <p>Principal</p>	<p>Executed this 17th day of February, 2020.</p> <p>Board of Education of Polk County School District 0019, a/k/a Osceola Public Schools</p> <p>By: _____</p> <p>President</p> <p>Attest: _____</p> <p>Other Authorized Officer</p>
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<u>School</u>	<u>Yrs Exp</u>	<u>2019-2020</u>	<u>2020-21</u>	<u>2021-22</u>	<u>Insurance Benefit</u>	<u>Supplemental Salary</u>	
Bruning-Davenport	4	\$90,500	93,500		\$19,542	Free Lunch	PK-12
Dorchester (K-12)	5	\$95,945			\$22,346	Free Lunch	K-12
East Butler	1	\$96,680	\$85,000		\$19,542	free lunch, LTD	7-12
Exeter-Milligan (K-12)	10	\$95,000	\$100,000		\$19,542	LTD	K-12
Giltner							Part of Superintendent
Hampton (7-12)	1	\$97,715	\$83,000		\$19,542	Free lunch	*Activities Director Chooses Spouses Insurance
High Plains	9	100,200			\$0		
McCool	7	\$95,000			\$8,500		
Meridian	13	\$104,330	\$107,460		No Insurance	Free Lunch	PK-12
Osceola	19	\$97,200	\$97,200		\$22,617	\$588	6-12
Shelby/Rising City	1	\$85,000	\$87,000		\$19,947	\$1,800	Grades 6-12
Cross County	2	\$85,000	\$88,000		\$21,991	LTD District Paid	6-12/NCSA Dues
Shickley	1				Full Family: HSA	Free lunch	PK-12
Average	6	\$94,779	\$92,645		\$17,357		
		Elem Principal					
<u>School</u>	<u>Yrs Exp</u>	<u>2019-2020</u>	<u>2020-21</u>	<u>2021-22</u>	<u>Insurance Benefit</u>	<u>Supplemental Salary</u>	
Bruning-Davenport	2						Supt serves as principal in Davenport building
Dorchester	0		\$88,500				
Exeter-Milligan (K-12)	3				\$19,542	LTD	
East Butler	10	\$88,270	\$89,683		\$19,542	free lunch, LTD	PK-6, HS FB coach
Giltner	1	\$89,800			\$19,542		PK-6 .75 SPED Director/.25 PreK-6 Principal
Hampton	4	\$74,200	\$91,000		Full Family	LTD, Free Lunch	SPED
High Plains	3	\$88,700			\$14,552	LTD	
McCool							
Meridian	1						
Osceola	6	\$85,400	\$87,500		\$22,617	\$2,872	Assistant Basketball Coach
Shelby/Rising City	9	\$93,000	\$93,000		\$19,947	\$3600 (SPED)	PK-5/SPED Coordinator K-5/SPED Coordinator, NCSA Dues
Cross County	10	\$95,000	\$97,500		\$21,991	LTD District Paid	
Average	4	\$87,767	\$91,197		\$19,676		

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
OSCEOLA PUBLIC SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Osceola Public Schools**, legally known as **Polk County School District 72-0019**, and referred to as "the Board" and "the District" respectively, and **Jason Lavaley**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of 1 year(s) beginning on July 1, 2021, and expiring on June 30, 2022. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

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

Section 3. Salary. The Superintendent's salary for the contract year shall be \$130,660 which shall be paid in 12 equal monthly installments beginning in the month of August 2021. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting 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 and shall be subject to the School Employees Retirement Act. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Superintendent and Board may agree

Section 5. Professional Status. The Superintendent affirms that the 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 Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the 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 Superintendent for any service performed prior to the date that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the 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 Superintendent will advise the Board immediately; (2) the 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 Superintendent has not had any professional licenses or certificates suspended or revoked.

Section 6. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to all required duties throughout the contract term. The 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 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 Superintendent's duties and obligations to the District.

Section 7. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The 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 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 Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that

substantially interferes with the Superintendent's continued performance of the Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. § 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; (g) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with the obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform any of the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period of more than 60 days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the 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 Superintendent under any insurance coverage furnished by the District.

Section 10. Transportation. The Board shall provide the Superintendent with transportation or reimburse the 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 Superintendent with the following fringe benefits:

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

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

c. Life Insurance. Term life insurance with a total death benefit of twenty five - Thousand Dollars (\$25,000).

d. Sick Leave. The Superintendent shall be entitled to 10 days of sick leave per year which may accumulate to a total of 45 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long term

disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.

e. Disability Insurance. The School District shall purchase short and long-term disability insurance from the District's carrier.

f. Vacation. The Superintendent shall have twenty (20) vacation days for the initial contract year which the Superintendent may use at times the Superintendent chooses so long as the absence does not interfere with the proper performance of the 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. After the initial contract year, the Board shall give the Superintendent the number of vacation days necessary to restore the total to twenty (20) days. For example, if the Superintendent uses 12 days of vacation one year, the Board will provide the Superintendent with 12 days the following year to bring the total vacation days back to 20. The Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Superintendent to use vacation days and shall compensate the Superintendent for unused vacation days upon the conclusion of employment at a rate of \$100.00 per day.

g. Professional Development. The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.

h. Professional Dues. The District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Association of School Boards (NASB) and Nebraska Council of School

Administrators (NCSA).

i. Physical Examination. The Superintendent may voluntarily undergo a physical examination. The Superintendent agrees to authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$50 of the cost of such physical examination and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.

j. Bereavement Leave. The Superintendent shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Superintendent will be allowed up to 5 days of paid bereavement leave per year.

k. Holidays. The Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day **unless that holiday is on a weekend, in which case, it will be observed on the commonly accepted adjacent week day.** The Superintendent shall receive annually 3 additional "floating" paid holidays to be used at the Superintendent's discretion.

l. Cell Phone. The Superintendent shall be required to purchase and maintain a cellular phone so that the Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day. ~~The District will reimburse the Superintendent up to a maximum of \$55 per month for the actual cost of a cellular phone service plan.~~

m. Expense Reimbursement. The Board shall pay or reimburse the 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 Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$1000 or more.

Section 12. Residence/Domicile in District. The Superintendent shall establish domicile and principal residence within the boundaries of the District as they exist on the first duty day under the terms of this contract; and, the Superintendent shall maintain domicile and

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

Section 13. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until 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 14. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

Section 15. Evaluation. The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular November meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular October meeting**; make the Superintendent evaluation an agenda item for the regular **November** Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 16. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by carrying out the Superintendent's duties properly. If a legal action,

including a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's performance of duties or position as the Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the Superintendent acted in good faith and in a manner which the 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 Superintendent's conduct was unlawful.

Section 17. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, the 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 Superintendent is able to perform the "essential functions" of the position.

Section 18. Disciplinary Action. The parties agree that the Board president may place the 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 Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising the Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the 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 19. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

Section 20. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 21. 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 ___ day of _____, 2021.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 2021.

Superintendent

		Superintendent						
School	Yrs Exp	2019-2020	2020-21	2021-22	Insurance Benefit	Supplemental Salary	Other Pertinent Info	
Bruning-Davenport	2	\$119,000	\$123,000		Family: HSA	Free lunch	\$4800 Housing/NCSA Dues	
Dorchester	4	\$124,725	\$128,450		\$22,346		NCSA Dues, Life Insurance dues, AASA conference, life insurance	
East Butler	1	\$138,281	\$127,500		\$19,542	LTD and free lunch	added some 7-12 principal duties	
Exeter-Milligan	18	\$132,500	\$136,500	\$140,500	\$19,542	LTD and free lunch	Superintendent/7-12 Princ.	
Giltner	1	\$120,500			\$19,542	Free Lunch	Director of Assessment, NCSA Dues, NACIA Dues	
Hampton	15	\$133,000	\$137,145		Full Family:HSA	Free lunch	NCSA Dues	
High Plains	5	\$127,576			\$20,443	LTD dist. Paid	NCSA Dues	
McCool	1	\$167,000	\$172,000	\$128,000	\$22,617	LTD Dist.	NCSA Dues	
Meridian	6	\$125,000	\$129,000		\$19,542		A.D. & NCSA Dues & Life Insurance	
Nebraska Lutheran		\$65,563	\$67,530		\$15,756	free lunch	HS principal	
Osceola	1	\$132,200	\$127,500		\$22,617	LTD dist. Paid/free lunch	NCSA Dues & Life Insurance	
Shelby/Rising City	1	\$137,000	\$135,000		\$14,500		NCSA Dues & Life Insurance	
Cross County	12	\$143,000	\$146,500		\$21,991	LTD District Paid	SIP and Curriculum Coord./NCSA Dues	
Shickley	3	\$120,000	\$125,000		Full Family: HSA	Free lunch	NCSA Dues	
Average	5	\$132,291	\$135,236		\$19,858			
		\$129,399						

DRUG AND ALCOHOL VIOLATIONS

Due to the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

Meaning of Terms

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

“Under the influence” means any level of impairment, and includes even the odor of alcohol **or other illicit drugs** on the breath or person of a student, ~~or the odor of an illicit drug on the student~~. Also, it includes being impaired by reason of the abuse of any material used ~~as a stimulant~~ to modify or alter behavior (including but not limited to stimulants, depressants, and hallucinogens).

“Possession” includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance.

~~(1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and~~

~~(2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.~~

~~In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon as the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).~~

A student is considered “in possession” if it is confirmed by a parent/guardian, law enforcement, student that is self-reporting, witnessed by school personnel, or

corroborating reports that the student has reasonable access to and knowledge of alcohol or other drugs being present and used illegally in the specific location of the student.

Students making every reasonable attempt to remove themselves from the situation may be exempt as long as they have not consumed or been in direct possession of alcohol or drugs. This can be determined through investigation by the Principal.

DRUG AND ALCOHOL CONSEQUENCES

An activity participant who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 45 days.
2. Second or any subsequent offense: 90 days.
3. Reduction for self-reporting: If the student has self-reported, the first violation shall be reduced to 21 days for the first violation. If the student has self-reported a second or subsequent violation, the second or subsequent violation shall be reduced to 45 days for the second or subsequent violation.
4. Increase of penalty for failure to be honest: If a student is questioned by a school official, coach, or activity sponsor regarding a possible violation of the Student Code of Conduct and the student fails to be honest, the student will have an additional 14 days added to the length of the suspension.
5. Reduction for participation in a chemical dependency program: For the second and any subsequent drug and alcohol violations, the students and parents may agree to participate in a school-approved program for chemical dependency. If the parents and the students agree to participate in the school approved program, the consequence will be reduced by 50%. The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of the program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program will cause the participating student to be suspended from extracurricular activities for the original length of suspension imposed.
6. More serious violations: In the event of more serious drug or alcohol violations, such as student engaging in use of especially serious drug offenses (cocaine, **methamphetamine**, etc.) or procuring alcohol for minors, the consequence of the violation is not restricted by the foregoing, and may be established in the good discretion of the administration.

MULTIPLE SIMULTANEOUS CRIMINAL, DRUG OR ALCOHOL VIOLATIONS

In circumstances where a student commits multiple criminal, drug or alcohol violations simultaneously, the consequence will be set based on the single violation that carries the most serious disciplinary consequence. If it is later determined that the student had simultaneously committed an infraction which has a more serious disciplinary consequence than the infraction for which the student was disciplined, the student will receive the more serious disciplinary consequence, with credit for the discipline served. (For example, if a student had served a 45-day suspension for a first offense misdemeanor and it is later determined that the student had simultaneously with the misdemeanor conduct also committed a first offense felony, which carries a 90-day suspension, the student would be suspended for an additional 45-days).

“Simultaneous violations” for this purpose mean rule violations that are not interrupted in such a manner that the student has a reasonable opportunity to consider the implications of his or her misconduct. The intent is that a student not receive overly harsh discipline for a single event that constitutes multiple violations or a series of uninterrupted bad decisions. As an example, if a student drinks alcohol, drives while impaired by alcohol, commits a theft, and commits an assault, all in one condensed span of time 24 hours or less, the student would be disciplined based on the single infraction that carries the most serious disciplinary consequence. An exception will be applied if it is determined that the student engaged in subsequent violations in the belief that he or she could do so without receiving an activity rule consequence. For example, if the student has been suspended for committing a felony, and subsequently but within a time period that would otherwise be considered simultaneous, commits a misdemeanor, the student may be suspended for an additional period of time for committing the misdemeanor.

Self-Reporting

A student who violates the Code of Conduct must self-report. A failure to self-report will lead to a longer suspension or other discipline. The self-report must be made to: the Principal, Activities Director, or the Head Coach or Sponsor of an activity in which the student participates. The student’s parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

If the student honestly self-reports the misconduct, s/he will have the penalty reduced by 50%. For a 45-day suspension, the suspension shall be reduced to 21 days. For a 90-day suspension, the suspension shall be reduced to 45 days.

In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student’s conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to

self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. If a student is questioned by a school official, coach, or activity sponsor regarding a possible violation of the Code of Conduct and fails to be honest, the student will have an additional 14 days added to the length of the suspension.

When Suspensions Begin

Consequences for violating the Code of Conduct will only be applied during the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA or until the last day of school. (For instance if a student commits a violation that earns him or her a 45 day suspension from activities 10 days prior to the end of school, the student will serve 10 days of the 45 day penalty and the remaining 35 days of the penalty will commence with the commencement of the fall sports season). Suspensions begin the day the school official determines a violation has occurred and notifies the student of the violation.