

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. Activities Director Report
 - 5.2. Principals Reports
 - 5.2.1. Elementary Report
 - 5.2.2. MS/HS Report
 - 5.3. Superintendent's Report
 - 5.4. 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 \$395,100.73
 - 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 2022-2023 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 2022-23.
 - 6.2.4. Consider, discuss and take all necessary action on renewing membership to NASB for 2022-23.
 - 6.2.5. Consider, discuss, and take all necessary action on accepting a letter of resignation from Kirsten Ritter as the K-12 Music teacher at Osceola Public Schools.
 - 6.2.6. Consider, discuss, and take all necessary action in accepting Evan Feezell as the new Activities Director and PE teacher.
 - 6.2.7. Consider, discuss and take all necessary action on Principals' contracts for the 2022-2023 school year.
 - 6.2.8. Consider, discuss and take all necessary action on the Superintendent's contract for the 2022-2023 school year.
7. Discussion Items

- 7.1. Discuss the updates to the Softball Coop agreement with High Plains and Cross County.
8. Next Meeting Dates and Times
 - 8.1. Regular meeting March 14, 2022, 6:00 PM at the Osceola Middle/High School Media Center.
9. Adjournment

Jeffrey Elementary

February 14, 2022

Brett Webster

- Parent Teacher Conference will be Monday Feb 21st at the Elem from 12-8 PM.
- Muffins for Mom will be Friday February 25th.
- Read-A-Thon starts the 28th of February and goes through March 6th.
- Dr. Seuss Week will be celebrated Feb 28th – March 4th
- Elementary School Store fundraiser will start after all these events are done.
- Our Book Buddy is still going strong. However, we will have to start reaching out for funds again by years end.
- Girls on the Run will start on March 1st. Mallory Zelasney will be in charge with Jenni C. and Sadie S. helping out.

Board of Education Regular Meeting
Middle School/High School Media Center
565 S. Kimmel Street
Osceola, NE 68651
January 10, 2022 @ 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 January 6, 2022. This notice 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

Superintendent Jason Lavaley called the regular meeting to order at 6:05 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.

2.2. Roll Call

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

Also present were Superintendent Lavaley, Principal Breckner, Principal Webster, and Debra Berry. There were no patrons present.

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

Nomination to elect Jennifer Boruch as Board President for the 2022 year and to cease nominations passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

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

3.1.2. Election of Vice President

Nomination to elect Michael Neujahr as Board Vice President for the 2022 year and to cease nominations 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

3.1.3. Election of Treasurer

Nomination to elect Anthony Mestl as Treasurer for the 2022 year and to cease nominations passed with a motion by Daisy Naber and a second by Michael Neujahr.

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

3.1.4. Election/Appointment of Secretary

Nomination to appoint Deb Berry as Board Secretary for the 2022 year and to cease nominations passed with a motion by Jena Mentink and a second by Eric Yungdahl.

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

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

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

To select KSB School Law as the District's legal counsel passed with a motion by Anthony Mestl and a second by Daisy Naber.

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

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

To continue using Pinnacle Bank of Osceola as the district depository passed with a motion by Michael Neujahr and a second by Eric Yungdahl.

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

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

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

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

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

To maintain current committee assignments as listed passed with a motion by Anthony Mestl and a second by Daisy Naber.

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

3.3. 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 Jena Mentink and a second by Michael Neujahr.

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

3.4. 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 Michael Neujahr and a second by Daisy Naber.

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

4. Approval of Agenda

To approve the agenda as written passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

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

5. Recognition of Visitors/Communications from the Public

There were no patrons present.

6. Reports

6.1. Student President Report

Miss Blaike Bryan, Student Council President, gave her written and oral report about activities accomplished by the student body. Christmas gifts were gathered and distributed, and the winter sports and Dazzler seasons are going well.

6.2. Activities Director Report

Mr. Phil Doerr, Activities Director, gave his write and oral report about the fall All-State Academic Awards earned by students; Speech season is underway with 11 participants; there is a good chance to host District Basketball; MS Basketball is going well; Wrestling has 1 participant; MS Wrestling is about to gear up; and Quiz Bowl has started.

6.3. Principals Reports

6.3.1. Elementary Report

Elementary Principal Brett Webster gave his written and oral report about: Donuts for Dads went really well.; the Mentoring Program for the teachers is coming together; NSCAS testing is completed; 100% of the Elementary students attended the AR Party; on January 20th the 100th day of school will be celebrated; Parent-Teacher Conferences is scheduled for February 21st; Dr. Seuss Week will be February 28th through March 4th; and Kindergarten Round-Up and the Preschool Open House is scheduled for Friday, April 8th.

6.3.2. MS/HS Report

MS/HS Principal Brent Breckner gave his written and oral report about: semester finals; implementing mini lessons; the teacher in-service in January focused on behavior management skills, instructional strategies, schedules for next year, and the teacher mentoring program; possible work release classes for next year; and exploring teacher evaluation models.

6.4. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: State of Nebraska Legislative sessions, upcoming conference and proposed bill summary; CRC activities schedule; updated guidelines for COVID quarantine and isolation; the questionnaire by Senator Walz; the lease agreement for busses from Blue Bird has been signed; 1 teaching/activities director

position has been advertised; a possibility of advertising for a full time teacher; and a review of the Superintendent's calendar.

6.5 Board Reports

There were no board reports.

7. Action Items

7.1. Consent Agenda

To approve the consent agenda with the approval of the bills with Dr. Lavaley's consent passed with a motion by Jena Mentink and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael

Neujahr: Yea, Eric Yungdahl: Yea

7.1.1. Approval of the Previous Meeting's Minutes

7.1.2. Treasurer's Report

7.1.3. Payment of general fund claims for payroll in the amount of \$287,920.83

7.2. Consider, discuss and take all necessary action on

This agenda item was written in error.

7.3. Consider, discuss and take all necessary action to appoint Superintendent to be the District's representative for all local, state, and federal programs.

To appoint Superintendent Jason 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 Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael

Neujahr: Yea, Eric Yungdahl: Yea

7.4. 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 the Designation of Authority to Superintendent Jason Lavaley passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael

Neujahr: Yea, Eric Yungdahl: Yea

7.5. Consider, discuss and take all necessary action on approval of the final negotiated agreement with Osceola Education Association representing teachers in the district.

To approve the final negotiated agreement for certificated staff with 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

8. Discussion Items

8.1. Review Return to Learn Plan.

Superintendent Jason Lavaley reviewed with the Board the "Return to Learn Plan" which addresses the COVID quarantine and isolation guidelines as recommended by the CDC.

9. Executive Session

No executive session took place.

10. Next Meeting Dates and Times

10.1. Regular meeting February 14, 2022, 6:00 PM at the Osceola Middle/High School Media Center.

11. Adjournment

To adjourn meeting at 7:15 PM passed with a motion by Michael Neujahr and a second by Eric Yungdahl.

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

Respectfully submitted,



Debra Berry, Board Secretary Appointed

Board Report – Monthly**GENERAL FUND**

Posted - All; Fund Number 01; Processing Month 02/2022

| <u>Check #</u> | <u>Vendor Name</u> | <u>Description</u> | <u>Check Total</u> |
|----------------|------------------------------------|-----------------------------|--------------------|
| 33989 | AUGIE'S AUTOBODY REPAIR | PARTS | 178.06 |
| 33990 | BLICK ART MATERIALS | ART SUPPLIES | 112.37 |
| 33991 | CENGAGE LEARNING, INC. | ACCOUNTING SOFTWARE | 28.00 |
| 33992 | COMPUTER HARDWARE | PARTS/LABOR/REPAIRS | 2,353.00 |
| 33993 | CONTROL SERVICES, INC. | SERVICE AGREEMENT | 2,837.18 |
| 33994 | EAKES OFFICE PLUS | EQUIPMENT & SUPPLIES | 8,575.38 |
| 33996 | EDUCATIONAL SERVICE UNIT #7 | INTERPRETING SERVICES | 90.00 |
| 33997 | ESSENTIAL SCREENS | BACKGROUND CHECKS | 140.50 |
| 34002 | ESU #7 PRODUCTION DEPARTMENT | POSTER PRINTING | 19.56 |
| 34003 | ESU #7 SPECIAL EDUCATION DEPT | SPED SERVICES | 43,858.15 |
| 34000 | ESU #7 | COMPUTER SYSTEM MAINTENANCE | 350.00 |
| 34001 | ESU #7 | JAN-MARCH 2022 NETWORK FEES | 778.47 |
| 34004 | FOLLETT SCHOOL SOLUTIONS, INC. | LIBRARY BOOKS | 636.65 |
| 34005 | FRONTIER COOPERATIVE COMPANY | FUEL | 5,165.63 |
| 34006 | GARRATT CALLAHAN COMPANY | WATER TREATMENT SUPPLIES | 750.00 |
| 34007 | GARY'S PLUMBING, LLC | SUPPLIES | 372.61 |
| 34008 | GLUNZ, BRENDA | PSYCHOLOGIST SERVICES | 2,849.08 |
| 34009 | GRAIN PRODUCTS COMPANY, INC. | SHEET METAL AND ANGLE IRON | 678.80 |
| 34010 | GREAT MINDS | MATH WORKBOOKS | 104.50 |
| 34011 | HEARTLAND COMMUNICATIONS | MOVED TELEPHONE SERVICE | 250.00 |
| 34012 | IMAGINE LEARNING, LLC | DIGITAL LIBRARIES 6-12 | 650.00 |
| 34013 | JACKSON SERVICES, INC. | RUG SERVICE | 630.69 |
| 34014 | JAYMAR BUSINESS FORMS, INC | TAX FORMS | 110.55 |
| 34015 | JOSTENS, INC. | DIPLOMA SIGNATURE | 12.30 |
| 34016 | KLEIN SALES & SERVICE | WELD LOADER BUCKET | 128.75 |
| 34017 | KSB SCHOOL LAW | LEGAL SERVICES | 346.00 |
| 34018 | MENARDS | SUPPLIES/EQUIPMENT | 379.89 |
| 34019 | MID-AMERICAN RESEARCH CHEMICAL | SUPPLIES | 107.40 |
| 34020 | MIDWEST BUS PARTS | BUS PARTS | 110.70 |
| 34021 | NABER'S LOCKSMITH SERVICE | ENTRANCE LEVER AND CYLINDER | 245.00 |
| 34022 | NE ASSOCIATION OF SCHOOL BOARDS | MEMBERSHIP DUES | 6,007.28 |
| 34024 | OFFICENET, INC. | DESK CALENDAR | 7.14 |
| 34025 | OPTUM | FLEX PLAN FUNDING | 300.00 |
| 34026 | POLK COUNTY HEALTH DEPARTMENT | NURSING SERVICES | 1,660.60 |
| 34027 | POLK COUNTY NEWS | PRINTING | 129.44 |
| 34028 | POLK COUNTY RPPD | ELECTRICITY | 13,325.29 |
| 34029 | POMP'S TIRE SERVICE, INC. | TIRES AND VALVE STEM | 1,282.56 |
| 34030 | PRAIRIE CREEK FAMILY MEDICINE | BUS DRIVER PHYSICAL | 130.00 |

Board Report - Monthly

Posted - All; Fund Number 01; Processing Month 02/2022

| <u>Check #</u> | <u>Vendor Name</u> | <u>Description</u> | <u>Check Total</u> |
|----------------|--|---|--------------------|
| 34031 | QUADIENT FINANCE USA, INC. | POSTAGE | 851.18 |
| 34032 | SCHMIDT SPEECH LANGUAGE PATHOLOGY SERVICES, LLC | SPEECH SERVICES | 6,526.10 |
| 34033 | SPARQ DATA SOLUTIONS, INC. | SOFTWARE | 3,800.00 |
| 34034 | SPORT SAFE TESTING SERVICE, INC. | RANDOM DRUG TESTING | 510.00 |
| 34035 | SYMMETRY ENERGY SOLUTIONS, LLC | NATURAL GAS | 11,631.09 |
| 34036 | TRIPLE "S" SERVICE, LLC | GARBAGE SERVICE | 575.00 |
| 34037 | WALLER, SUSAN | TUITION REIMBURSEMENT | 945.00 |
| 34041 | WELLS FARGO VENDOR FINANCIAL SERVICES, LLC | COPIER LEASE AND PERSONAL PROPERTY TAX | 396.70 |
| 34042 | WINDSTREAM | FAX LINE | 126.95 |
| 34043 | WINDSTREAM | STATE INTERNET CONTRACT | <u>311.57</u> |

Checking Account Total: 114,141.23

TOTAL CHECKS & PREPAIDS

114,141.23

TOTAL PAYROLL

280,959.50

GRAND TOTAL

395,100.73

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**OSCEOLA PUBLIC SCHOOLS
2022-2023 CALENDAR**



| AUGUST | | | | | | | AUGUST | | | | | | | JANUARY | | | | | | | | |
|-----------|----|----|---------------------|----|----|----|---|---|--|--|--|--|--|----------|---------------------|----|----|---------------------|----|----|---|---|
| S | M | T | W | T | F | S | Aug. 8, 9, and 10 Teacher Inservice/Workdays | | | | | | | S | M | T | W | T | F | S | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | Thur. Aug. 11 First Day, Dismiss @ 1:30 Teacher Inservice | | | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | JANUARY | | | | | | | 8 | 9 | 10 | 11 | 12 | 13 | 14 | | |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | Tue.-Thurs. Jan. 1 - 3, Holiday Break | | | | | | | 15 | 16 | 17 | 18 | 19 | 20 | 21 | | |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | Tue. Jan 4th, Teacher Inservice | | | | | | | 22 | 23 | 24 | 25 | 26 | 27 | 28 | | |
| 28 | 29 | 30 | 31 | | | | Wed. Jan 5th, First day of Second Semester | | | | | | | 29 | 30 | 31 | | | | | | |
| | | | 18/15 tchr/stu days | | | | | | | | | | | | 20/19 tchr/stu days | | | | | | | |
| SEPTEMBER | | | | | | | SEPTEMBER | | | | | | | FEBRUARY | | | | | | | | |
| S | M | T | W | T | F | S | Mon. Sept. 5th, Labor Day, No School | | | | | | | S | M | T | W | T | F | S | | |
| | | | | 1 | 2 | 3 | Wed. Sept 21 Dismiss @ 1:30 Teacher Inservice | | | | | | | | | | 1 | 2 | 3 | 4 | | |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | FEBRUARY | | | | | | | 5 | 6 | 7 | 8 | 9 | 10 | 11 | | |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | Wed. Feb. 8 Dismiss @ 1:30 Teacher Inservice | | | | | | | 12 | 13 | 14 | 15 | 16 | 17 | 18 | | |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | Mon. Feb. 13th No School | | | | | | | 19 | 20 | 21 | 22 | 23 | 24 | 25 | | |
| 25 | 26 | 27 | 28 | 29 | 30 | | 21/21 tchr/stu days | | | | | | | 26 | 27 | 28 | | | | | | |
| | | | 21/21 tchr/stu days | | | | | | | | | | | | 19/19 tchr/stu days | | | | | | | |
| OCTOBER | | | | | | | OCTOBER | | | | | | | MARCH | | | | | | | | |
| S | M | T | W | T | F | S | Wed. Oct 5 Dismiss @ 1:30 Teacher Inservice | | | | | | | S | M | T | W | T | F | S | | |
| | | | | | | 1 | Wed. Oct. 12th, End of 1st Qtr, 1:30 Dismissal Inservice | | | | | | | | | | 1 | 2 | 3 | 4 | | |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | P/T Conferences Wed 4-8pm, Thur 9am-1pm | | | | | | | 5 | 6 | 7 | 8 | 9 | 10 | 11 | | |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | Fri. Oct. 14th, No School Fall Break | | | | | | | 12 | 13 | 14 | 15 | 16 | 17 | 18 | | |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | MARCH | | | | | | | 19 | 20 | 21 | 22 | 23 | 24 | 25 | | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | Wed. March 1st, No School P/T Conferences Noon-8pm | | | | | | | 26 | 27 | 28 | 29 | 30 | 31 | | | |
| 30 | 31 | | 20/19 tchr/stu days | | | | | Thurs./Fri. Mar. 2 & 3, No School Winter Break | | | | | | | | | | 21/19 tchr/stu days | | | | |
| | | | 44 days 1st qtr. | | | | | Fri. Mar. 10th, End 3rd Qtr, Dismiss @ 1:30 Inservice | | | | | | | | | | 43 days 3rd qtr. | | | | |
| | | | | | | | Fri. March 24th, No School Teacher Inservice | | | | | | | | | | | | | | | |
| NOVEMBER | | | | | | | NOVEMBER | | | | | | | APRIL | | | | | | | | |
| S | M | T | W | T | F | S | Wed. Nov. 9 Dismiss @ 1:30 Teacher Inservice | | | | | | | S | M | T | W | T | F | S | | |
| | | | 1 | 2 | 3 | 4 | 5 | Wed-Fri. Nov. 23-25, Thanksgiving Break | | | | | | | | | | | | | 1 | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | APRIL | | | | | | | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | Fri. Apr. 7-10, Spring Break | | | | | | | 9 | 10 | 11 | 12 | 13 | 14 | 15 | | |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | Wed. April 19, Dismiss @ 1:30 Teacher Inservice | | | | | | | 16 | 17 | 18 | 19 | 20 | 21 | 22 | | |
| 27 | 28 | 29 | 30 | | | | 19/19 tchr/stu days | | | | | | | 23 | 24 | 25 | 26 | 27 | 28 | 29 | | |
| | | | 19/19 tchr/stu days | | | | | | | | | | | | 18/18 tchr/stu days | | | | | | | |
| DECEMBER | | | | | | | DECEMBER | | | | | | | MAY | | | | | | | | |
| S | M | T | W | T | F | S | Tue. Dec. 21st, End 1st Sem. 1:30 Dismissal Inservice | | | | | | | S | M | T | W | T | F | S | | |
| | | | | 1 | 2 | 3 | Mon.-Fri. Dec. 22-31, Holiday Break | | | | | | | | | | 1 | 2 | 3 | 4 | 5 | 6 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | MAY | | | | | | | 7 | 8 | 9 | 10 | 11 | 12 | 13 | | |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | Sat. May 13th, Graduation 2:00 | | | | | | | 14 | 15 | 16 | 17 | 18 | 19 | 20 | | |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | Wed. May 17th, Dismiss @ 1:30 Teacher Inservice | | | | | | | 21 | 22 | 23 | 24 | 25 | 26 | 27 | | |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | Thur. May 18th, End of 2nd Sem. 1:30 Dismissal Inservice | | | | | | | 28 | 29 | 30 | 31 | | | | | |
| | | | 15/15 tchr/stu days | | | | | Fri May 19th, Teacher Inservice/Workday | | | | | | | | | | 15/14 tchr/stu days | | | | |
| | | | | | | | Mon. May 30 Memorial Day | | | | | | | | | | | | | | | |

45 days 2nd qtr. 89 Sem

46 days 4th qtr. 89 Sem

| | | | | | |
|--|--|--|--|--|---|
| No School Holiday/Breaks | No School Teacher In-service | 1:30 Dismissal Possible Teacher In-service | Parent-Teacher Conferences | End Qtr./Sem. Dismiss 1:30 Teacher Inservice | Semester Tests Dismiss 1:30 |
| *The end of the school year may be moved forward depending on snow days | | | | | |
| **Potential make-up days due to weather would be Feb 13th and April 10th | | | | | |

**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 | 15 | 9 |
| First | 24 | 13 | 11 |
| Second | 24 | 10 | 14 |
| Third | 24 | 22 | 2 |
| Fourth | 24 | 13 | 11 |
| Fifth | 24 | 12 | 12 |
| Building Capacity, Elementary | 144 | 85 | 59 |
| Level I Elem. Special Education | 15 | 30 | 0 |
| Level II Elem. Special Education | 1 | 1 | 0 |
| Level III Elem. Special Education | 0 | 0 | 0 |
| Sixth | 28 | 12 | 16 |
| Seventh | 28 | 15 | 13 |
| Eighth | 28 | 25 | 3 |
| Building Capacity, Middle School | 84 | 52 | 32 |
| Level I MS Special Education | 8 | 8 | 0 |
| Level II MS Special Education | 1 | 1 | 0 |
| Level III MS Special Education | 0 | 0 | 0 |
| Ninth | 28 | 18 | 10 |
| Tenth | 28 | 21 | 7 |
| Eleventh | 28 | 15 | 13 |

| | | | |
|---------------------------------------|------------|-----------|-----------|
| Twelfth | 28 | 13 | 15 |
| Building Capacity, High School | 112 | 67 | 45 |
| Level I HS Special Education | 3 | 3 | 0 |
| Level II HS Special Education | 2 | 2 | 0 |
| Level III HS Special Education | 2 | 2 | 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, Middle School Special Education, and High 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 **Daisy Naber** moved for passage of the motion. Board member **Eric Yungdahl** seconded the motion. After discussion, and on roll call vote, the following members voted in favor of the motion: **Jennifer Boruch, Jena Mentink, Anthony Mestl, Daisy Naber, Michael Neujahr, Eric Yungdahl.**

The following members voted against the motion: **None.**

The following members did not vote: **All members voted.**

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 **14th** day of **February, 2022.**

_____ President, Board of Education

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 27, 2022 | Annual Membership Dues for NASB Fiscal Year 4/1/22 to 3/31/23 | \$3,315.59 |
| | All districts/ESU's who pay dues by 4/1/22 may subtract 2% from their total dues. | \$66 |
| | TOTAL AMOUNT DUE IF PAID BY APRIL 1, 2022 | \$3,249.28 |

Thank you for your support and participation in NASB.

Kirsten Ritter
3012 34th St
Columbus, NE 68601

February 10, 2022

Dear Dr. Lavaley and Osceola School Board:

It is with great regret that I submit my resignation from Osceola Public Schools effective at the end of the 2022 school year.

I am grateful for having had the opportunity to serve the students of Osceola for the past year and I offer my best wishes for its continued success.

Sincerely,

Kirsten Ritter

A handwritten signature in cursive script that reads "Kirsten Ritter". The signature is written in black ink and is positioned below the printed name.

TEACHER'S CONTRACT
For Class II, III, & VI Schools & Class I Schools with a Superintendent

THIS CONTRACT made by and between the School District of Osceola Public Schools, No. 19 in the county of Polk, in the State of Nebraska, hereinafter referred to as "District" and Evan Feezell, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 8, 2022, and end on or about June 30, 2023, and shall consist of 185 days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of \$ * and under the following conditions.

VIZ: * Salary schedule placement does not reflect additional educational advancement on the salary schedule which the employee may be eligible to receive. Terms and conditions of employment shall be per the 2022-23 negotiated agreement. Extra duty assignments to be assigned as available.

Education Placement: MA + 18

Experience Placement: 20

FIRST: The salary of the Teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 15th day of September, 2022, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract, provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the county superintendent of schools in this county and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Sections 79-829 through 79-831 R.R.S. and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District by February 14, 2022, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed February 13, 2022


Teacher

Executed February 14, 2022

School District of Osceola Public Schools No. 19
County of Polk

Attest:

By _____
President, Board of Education

Secretary, Board of Education

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> |
|---|--|

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 14th day of February, 2022, 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, 2022, and expiring on the 31st day of July, 2023. 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-Three Thousand One Hundred Fifty dollars (\$93,150). Said annual salary shall be paid in twelve equal installments commencing on August 15, 2022.

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, 2022 shall constitute a rejection by the Principal of the offer of employment.

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| <p>Executed this ___ day of _____, 2022.</p> <p>_____</p> <p>Principal</p> | <p>Executed this 14th day of February, 2022.</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 Brent Breckner, 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 12th day of July, 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. 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 thousand dollars (\$90,000.00). 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 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 Year's 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 July 23, 2021 shall constitute a rejection by the Principal of the offer of employment.

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| <p>Executed this <u>22</u> day of <u>June</u>, 2021.</p>  <p>Principal</p> | <p>Executed this 12th day of July, 2021.</p> <p>Board of Education of Polk County School District 0019, a/k/a Osceola Public Schools</p> <p>By: _____ President</p> <p>Attest: _____ 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 14th day of February, 2022, 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, 2022, and expiring on the 31st day of July, 2023. 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-Three Thousand dollars (\$93,000). Said annual salary shall be paid in twelve equal installments commencing on August 15, 2022.

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, 2022 shall constitute a rejection by the Principal of the offer of employment.

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| <p>Executed this ___ day of _____, 2022.</p> <p>_____</p> <p>Principal</p> | <p>Executed this 14th day of February, 2022.</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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**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, 2022, and expiring on June 30, 2023. 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 \$134,000 which shall be paid in 12 equal monthly installments beginning in the month of August 2022. 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; (1) 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.

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 _____, 2022.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 2022.

Superintendent

**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, 2022, and expiring on June 30, 2024. 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 \$134,000 which shall be paid in 12 equal monthly installments beginning in the month of August 2022 and salary will be negotiated for the contract year starting July 1, 2023 and of the further agreements hereinafter stated. 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: (i) 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; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree 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.

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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.

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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.

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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.

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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 _____, 2022.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 2022.

Superintendent

Cross County/High Plains/Osceola Softball Coop

NSAA requires that a possible coop answer 19 questions that are presented in their coop application.

1. If you already have a program, are students from another school going to replace students from your community?

The starting 9 on the varsity and junior varsity softball teams will likely be a mix of High Plains, Cross County, and Osceola students based on the coaches decision of who is a varsity player. Girls from all three schools will compete for playing time.

2. Who will pay the cost of equipment and travel?

If new equipment is needed, Cross County will cover the cost. New Uniforms were purchased ahead of the 2021-2022 season and Cross County, High Plains, and Osceola will share the cost of the uniforms. Travel to away events will be organized and determined on a yearly basis. The goal is for the cost of travel to be somewhat shared by the districts.

3. How will gate receipts be dispersed?

All softball games will be played at Cross County field so gate receipts would be dispersed to Cross County. If High Plains or Osceola hosts a game (homecoming week as an example), the gate receipts for that game would go to the school hosting. Cross County has already contracted softball umpires for all fall of '22 games and would ask that the host school cover the cost of that crew umpiring the game at either High Plains or Osceola.

4. Who is responsible for the cost of travel to and from practice?

Practices will be held at Cross County and High Plains and Osceola would provide travel to and from Cross County for practice.

5. Where will practice be held?

Practices will be held at Cross County. If High Plains or Osceola ends up hosting one of the home games, it would be recommended to have some practices at that field ahead of that game.

6. Where will contests be played?

The games will be held at the softball facility in Cross County. There will be the opportunity for High Plains and Osceola to host a game, for example hosting during Homecoming week.

7. Which school's identity will be used? Mascots, colors, etc.

The new co-op will not use any previous identities of any of the 3 schools. The new coop will be called; Polk County "Slammers".

Color is Red, White and Black.

8. Are local eligibility rules, lettering guidelines, etc. the same at both schools?

Eligibility guidelines, downlist, code of conduct, etc. should apply to the athlete based on the school they attend. Lettering guidelines will be consistent based on the head coach's lettering guide.

9. Selection of cheerleaders. Who's eligible?

Cheerleaders do not and will not cheer at softball events.

10. Will activity tickets and/or season tickets be honored?

Yes

11. How will coaches be employed and paid?

Cross County currently employs a head coach and a paid assistant coach and will continue to do so. High Plains and Osceola would each employ an assistant coach, if possible, to shuttle kids over and to coach during practice and games. ~~Osceola is not providing a paid coach but will provide someone to shuttle the players over.~~ In the process of hiring coaches, all schools will have some input/consultation.

12. Insurance.

Each school provides insurance for their own student (if requested). The issue of liability would belong to the school where the practice or the game is being held.

13. If students are combined for girls basketball, for example, the boys' teams may be assigned to different districts - possibly even different classes.

This question does not apply to a co-op in softball.

14. Expenses for facilities, lights, heating, showers, towels, laundry, etc. including maintenance of practice and playing facilities.

Cross County would continue to pay for all maintenance of the facility. If a game is played at an Osceola or High Plains location, maintenance of that facility will be the responsibility of the home school.

15. Expenses for scouting, coaches' meetings, etc. Who is responsible?

Scouting simply doesn't occur with the short softball season. If there is a meeting where the head coach attends, Cross County will provide expenses. If all coaches attend, the schools will work out some arrangement of sharing costs.

16. Contracts with other schools, officials, etc.

Cross County's A.D. will set up all contracts with other schools and officials, etc.

17. Responsibilities for hosting and supervising events.

Cross County is hosting the games and would carry the responsibilities of getting the field and event ready. During home games, each school would have a supervisor for each event (if possible) and administration would then work out a schedule where one supervisor from either school would attend any away events (if possible). **In the event a game is hosted at an Osceola or High Plains location, supervision and field preparation will be the responsibility of the hosting school.**

18. Resolution of disputes.

The A.D.s from the three schools will collaboratively be a part of resolving disputes. Likewise, the appeal of the A.D.s decisions should be brought to all principals collaboratively, and an appeal of that should be brought to all superintendent's collaboratively.

19. Which school will handle eligibility?

Eligibility (as stated in question 8) is handled differently at each school. Students from Cross County will abide by Cross County's eligibility rules, High Plains students must abide by High Plains's eligibility rules, and Osceola students will abide by Osceola's eligibility rules.