

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. Recognition of Visitors/Communications from the Public
4. Reports
 - 4.1. Maintenance Report
 - 4.2. AD Report
 - 4.3. Principals Reports
 - 4.3.1. Elementary Report
 - 4.3.2. MS/HS Report
 - 4.4. Superintendent's Report
5. Action Items
 - 5.1. Consent Agenda
 - 5.1.1. Approval of the Previous Meeting's Minutes
 - 5.1.2. Treasurer's Report
 - 5.1.3. Payment of general fund claims in the amount of \$414,771.18
 - 5.1.4. Payment of bond funds claims in the amount of \$424,593.75
 - 5.2. Consider, discuss and take all necessary action on
 - 5.2.1. Consider, discuss, and take all necessary action on accepting the Hiland Dairy bid for milk and juice delivery.
 - 5.2.2. Consider, discuss and take all necessary action to set activity prices for the 2025-26 school year.
 - 5.2.3. Consider, discuss, and take all necessary action on approving the lease of the daycare facility to Liana Slyter.
 - 5.2.4. Discuss the future of the coop property to the south of the school.
 - 5.2.5. Consider, discuss, and take all necessary action on repairing and replacing concrete.
 - 5.2.6. Consider, discuss, and take all necessary action on joining Cross County to create a CCO Girls Wrestling Coop.
 - 5.2.7. 1st reading of the school's potential cell phone policy for 2025-2026 school year.
 - 5.2.8. 1st reading of the school's new dress code policy for the 2025-2026 school year.
 - 5.2.9. Accept the resignation of Ryan Jones as a custodian.
 - 5.2.10. Consider, discuss, and take all necessary action to accept a contract with Clay Purkerson as the Skilled and Technical Sciences teacher for the 2025-2026 school year.

6. Next Meeting Dates and Times
 - 6.1. Regular meeting June 9, 2024, 7:00 PM at the Osceola Middle/High School Media Center.
7. Adjournment

AD REPORT (5-12-25)

Track

The track team will compete this Wednesday in the D-2 District Track meet in Osceola. Recently at the CRC Track Meet, our girls team won their 1st Conference Championship in school history. The girls 4x1 team broke the meet record running a 51.31. At the Cross County Invite, Janna Roberts broke our pole vault record clearing 12'.

Baseball

The baseball team ended their season in extra innings on Thursday night in Fort Calhoun vs Lincoln Lutheran. Their final record was 7-9. This ends the baseball career of Braxton Mestl, thank you for all your hard work.

JH Track

The JH Teams ended their season this past Thursday at the CRC MS Track Meet. The girls team finished as champions and the boys team finished 5th place. Jadelynn Gifford qualified for the MS State Track meet in Gothenburg this upcoming Saturday in the discus.

Jeffrey Elementary

May 12th, 2025

Brett Webster

- NSCAS/Fastbridge Testing is over.
- AR field trip is May 20th to Spring City in Grand Island.
- PreK promotion is May 20th at 1:30 PM.
- Classroom AR Parties on the last day.
- Last Day of school is May 21st (1:30 dismissal)
- There are a lot of youth camps for kids this summer between sports, Vacation Bible School, Library, Young Patriots, and 4H.
- 17 Kindergartners, 11 afternoon PreK, 8 Morning PreK - numbers for next year.

Board Report - Monthly
GENERAL FUND
Posted - During Check Cycle; Processing Month 05/2025

Check #	Vendor Name	Description	Amount
36073	AMGL CPAs & Advisors	Bookkeeping Assistance	1,305.00
36074	City of Osceola	Water/Sewer/Compactor	2,517.29
36075	CJT Electric, Inc.	Sprinklers	330.00
36076	Computer Hardware	Supplies	64.00
36077	Consolidated Electrical Distributors	Light Bulbs	903.36
36078	Control Services, Inc.	Service Contract / Repairs	3,187.67
36079	Critical Response Group	Mapping	6,369.00
36080	Eakes Office Plus	Supplies	403.64
36081	Engel, Ronnie	Computer Parts Reimb.	319.12
36082	Essential Screens	Background Checks	80.18
36083	Estech Systems, Inc.	Phone Service	94.17
36084	ESU #7	Linewize	6,742.40
36085	ESU #7	SPED Services	17,916.91
36086	ESU Coordinating Council	Movie Licensing	356.00
36087	Follet Content Solutions, LLC	Library Books	219.34
36088	Frontier Cooperative Company	Fuel	2,732.20
36089	Gary's Plumbing, LLC	Supplies	334.77
36090	Go Physical Therapy, LLC	OT/PT Services	3,129.05
36091	Hometown Leasing	Copier Lease	413.97
36092	Jackson Services, Inc.	Rug Service	576.84
36093	Kaup, Dylan	Supplies	27.58
36094	Lavaley, Jason	Supplies	155.61
36095	Matheson Tri-Gas, Inc.	Supplies	107.45
36096	NE Council of School Administrators	Admin Days / Memberships	1,246.00
35097	Niemann, Korinna	Supplies	24.99
36098	Niemann, Mark	Shop Supplies	485.34
36099	Osceola Food Mart	Supplies	166.67
36100	Osceola Public Schools	Preschool Milk	92.95
36101	Osceola Tire and Service, LLC	Labor/Parts/Repairs	502.03
36102	Pinnacle Bank	Supplies	822.41
36103	Polk County Health Department	Nursing Fee - March & April	2,148.00
36104	Polk County RPPD	Electricity	12,153.55
36105	Presto-X	Pest Control	179.94
36106	Quadient Leasing USA, Inc.	Postage Meter Lease	323.73
36107	Shelby Lumber Co.	Supplies	44.97
36108	Sparrow Publications, LLC	Printing	167.50
36109	Tonniges, Chelsey	Supplies	23.66
36110	Truck Center Companies	Labor/Parts/Repairs	3,611.27
36111	University of Missouri	NEE User & Training Fees	1,770.00
Checking Account Total:			72,048.56
Checking 1			
706	Farm Bureau Financial Services	Term Life Insurance	13.81
707	MG Trust Company	TSA Payable	685.00
708	Optum	Flex Plan Funding	1,071.74
709	PLIC-SBD Grand Island	LTD Insurance	1,144.21
710	Woodriver Energy, LLC	Natural Gas	2,361.56
Checking Account Total:			5,276.32
Checking 4			
2320	Quadient Finance USA, Inc.	Fees	56.04
Checking Account Total:			56.04
Total Checks & Prepays:			77,380.92
Total Payroll:			337,390.26
Grand Total:			414,771.18

Board Report - Monthly
Bond Fund

Checking 7			
	BOK Financial, NA	Bond Payment	424,593.75
Checking Account Total:			424,593.75



Omaha Division
2901 Cuming Street
PO Box 3825
Omaha, NE 68131-2108
(402) 344-4321

Date: 04-15-2025

Osceola Public School
Box 198
Osceola, NE 68651

Dear Superintendent or Food Service Director,

Hiland Dairy is pleased to submit for your consideration the following quote for Dairy Products for the 2025-2026 school year. Bid prices are for paper Half Pints.

Due to the volatility of the market, we will be offering school bids on an escalator basis only for the 2025-2026 school year.

If possible, please include a 2025-2026 School Calendar with your bid. This will help us know when school is in session during the school year.

<u>Product</u>	<u>Product #</u>	<u>Escalator</u>
Half Pint 1 %	9171	.4575
Half Pint Choc FF	9178	.4700
Half Pint Strawberry FF	9177	.4700
4 oz Apple Juice	9504	.2900

Bid is accepted

Bid is declined

Please submit form to:
Hiland Dairy
401 N. Shady Bend Road
Grand Island, NE 68801
Phone: 308-384-1371
Fax: 308-384-4909

The above Bid is accepted by the Superintendent or Food Service Director.

Signed [Signature] Name of School Osceola Public Schools
Acceptance Date: 5/12/2025 First day of breakfast or lunch: 8/14/25 Esc. / De-Esc. Month: April

Thank you,

Clint Bucknell
Grand Island Branch Manager
cbucknell@hilanddairy.com

Milk Escalator / De-Escalator Pricing Clause (DFA Supplied)

The pricing quoted is based on **April's 2025** Federal Milk Marketing Order for Class I Skim and Class I Butterfat. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements and Dairy Farmers of America.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$.00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate, re-sale products (ex. Tropicana, Sport Shake), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1st day of the month following the price announcement.

	2025-2026		2024-2025		2023-2024		2022-2023		2021-2022		2020-2021		2019-2020		2018-2019		2017-2018		2016-2017
	Price	% Increase	Price																
White	0.4575	5.17%	0.4350	2.35%	0.4250	6.25%	0.4000	17.99%	0.3390	3.86%	0.3264	5.29%	0.3100	7.94%	0.2872	-0.97%	0.2900	16.00%	0.2500
Chocolate	0.4700	5.86%	0.4440	4.47%	0.4250	3.16%	0.4120	14.44%	0.3600	3.63%	0.3474	5.27%	0.3300	7.32%	0.3075	-0.81%	0.3100	14.81%	0.2700
Stawberry	0.4700	5.86%	0.4440	1.49%	0.4375	4.29%	0.4195	16.04%	0.3615	3.14%	0.3505	6.21%	0.3300	7.32%	0.3075	-0.81%	0.3100	14.81%	0.2700
Apple Juice	0.2900	3.57%	0.2800	20.85%	0.2317	21.95%	0.1900	5.56%	0.1800	0.00%	0.1800	0.00%	0.1800	5.88%	0.1700	0.00%	0.1700	9.68%	0.1550

**FACILITY LEASE AGREEMENT: DAYCARE
OSCEOLA PUBLIC SCHOOLS**

THIS AGREEMENT is made and entered into by and between the Board of Education of Polk County School District No. 72-0019, commonly known as Osceola Public Schools, (referred to respectively herein as the "Board" and the "District") and Liana Slyter, a Nebraska Corporation operating a licensed daycare (referred to herein as "Daycare").

WHEREAS, the Board considers it to be a benefit to the District staff and students to have high quality early childhood care and educational opportunities available to children of the District; and

WHEREAS, the Board has the legal authority to permit use, upon such terms and conditions as it determines, of any District property at times when it is not needed for District use, including in support of prekindergarten programs, programs established by the Child Care Licensing Act, and others as permitted by law;

WHEREAS, the Board believes that the presence of Daycare and the availability of those services will make the District more attractive to parents and staff, will enhance the enrollment and attendance of the District, will improve outcomes of students who enroll in the District, and will improve the viability of the District and community;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. **Leased Premises.** The District leases the following described property, and use of other property and resources specifically described in other sections of this Agreement, to Daycare: Little Bulldog Daycare; a dedicated greenspace; proximate restroom facilities; the non-conflicting use of the playground or other district facilities upon request; and other property specifically enumerated herein (the "Leased Premises").
2. **Use of Leased Premises.** Daycare shall use the Leased Premises for the operation of its childcare programs and activities, consistent with its operating license. Daycare shall not use the Leased Premises for any other purpose without the prior consent of the Board.

3. **Non-Interference and Legal Compliance.** Daycare may use the Leased Premises on the terms and conditions specified herein. Daycare understands and agrees that it will not exercise the rights granted to it by the District in such a way as to interfere with or adversely affect (1) any other property of the District or (2) the operation and control of any of the programs or operations of the District. Daycare will not permit the Leased Premises to be used in any manner contrary to the educational interests of the District or any applicable law.
4. **Priority in the Event of Conflicts.** If there is a conflict in the scheduling or use of the Leased Premises or any other District facilities Daycare wishes to use, the District shall have priority regarding their use.
5. **Control and Supervision.** Daycare shall be responsible for the supervision and safety of the children it serves, its employees, and the parents and other persons who visit the Leased Premises for Daycare purposes. Daycare shall exercise that degree of control and supervision as is necessary for the effective management and use of the Leased Premises. Such control and supervision may include the enforcement of rules and regulations for the safety of persons who visit or use the Leased Premises, so long as they do not conflict with the rules, policies, regulations, and other laws applicable to the District. A copy of all Daycare rules and regulations shall be provided to the District at all times during the term of this Agreement, and Daycare agrees to provide all changes to rules and regulations to the District within 7 days of the effective date of the change(s).
6. **Furniture, Equipment and Supplies.** The District will provide the Leased Premises to Daycare in a furnished condition, so that it is ready for use at the beginning of the lease term. The District will ensure that the Leased Premises have the appropriate paint, flooring, fencing, and other physical requirements for Daycare's uses of the premises, the costs of which to be paid by the District unless the parties agree otherwise. The District will provide tables, chairs, desks, and similar items. Daycare and its owners, representatives, and agents will collaborate with assigned District staff to ensure the Leased Premises are ready for use. Daycare will supply all other equipment, supplies, and consumable items needed for its uses of the Leased Premises.

7. **Use of Leased Premises by Other Persons or Organizations.** Daycare may not allow other parties not subject to this Agreement to use the Leased Premises. Daycare will abide by all District policies, regulations, and rules, and will require any employees, representatives, agents, and contractors using the Leased Premises to comply with such policies, regulations, and rules.
8. **Maintenance and Repair.** The District shall be responsible for the maintenance of the physical spaces in the Lease Premises. Daycare shall at all times maintain the Leased Premises in good condition subject to such reasonable standards as the Board may adopt from time to time, and shall timely request any necessary maintenance or repairs of the physical spaces by notifying the Superintendent of the District or his or her designee, such as the District's head custodian. The District will provide lawn services and snow removal services.
9. **Cleaning.** Daycare will perform all required and necessary cleaning of the Lease Premises. Daycare may contract for cleaning services only with the written approval of the Superintendent of the District.
10. **Licensure.** Daycare will be solely responsible for applying for, obtaining, and maintaining all necessary licenses, permits, and other requirements for operating a childcare program and any of its other programs, as required by local, state, and federal law. Daycare will provide the District with proof of licensure and ability to operate the Leased Premises as outlined herein within 30 days of the first day of the term of this Agreement. If Daycare fails to provide proof of licensure and operability, or at any time loses one or more required license or permits necessary to operate some or all of its programs, the District may cancel this Agreement immediately upon written notice to Daycare.
11. **Food Service.** Daycare will be responsible for providing or contracting for the provision of its food, snacks, and other nutrition needs and requirements. Daycare may contract with the District for food services as permitted by law and upon agreement of both parties. Daycare may use the District's food service facilities on a schedule approved by the Superintendent of the District, including during the summer months when the District is not generally operating its food service program. The use of the District's food service facilities and equipment during those times are subject to all applicable provisions

of this Agreement, including cleaning obligations. If Daycare uses a contractor and not its own employees, Daycare must get the written approval from the Superintendent of the District. Daycare's employees and/or third-party contractors must comply with all applicable laws, regulations, and building rules that govern Daycare and the District.

12. **Utilities.** The District shall provide and pay for any electricity, gas, heat, water, sewer, and other utilities needed for use of the Leased Premises, and the costs for those utilities have been factored into the consideration contained herein.
13. **Access to Leased Premises.** The District grants to Daycare the right of access across its property for purposes of access to the Leased Premises, including its parking lot, and will also permit such access to all other persons who are authorized by Daycare to access the Leased Premises for permissible purposes contained herein. However, at all times when the District's programs and activities are occurring, Daycare will limit outside individuals' access to District property by using only entry points designated by the District into the Leased Premises. Daycare will ensure any individual visiting the Leased Premises or other areas as permitted by the District use only the designated entry, and the District may ask the Daycare to maintain a record or log of all visitors to any District property, except for routine drop off/pick up and pre-scheduled parental visits to the Leased Premises.
14. **Term, Renewal, and Termination.** This Agreement shall remain in full force and effect from June 1, 2025 to May 31, 2026, unless sooner terminated or modified by mutual agreement of the parties or the terms of this Agreement. Unless the District provides 90 days' written notice to Daycare, this Agreement will automatically renew for another one-year period covering the same dates. The District may terminate this Agreement for any reason, at any time, with 90 days' notice to Daycare. This is in addition to any other basis to terminate the Agreement provided herein, including default. Daycare may terminate this agreement upon 60 days' written notice to the Superintendent of the District. Upon termination of this Agreement, the rights of Daycare shall terminate and all rights granted to it hereunder shall revert to the District.
15. **Cost of the Lease.** The cost of the lease for the term shall be \$50.00 per month. The cost of the lease for future terms, if any, will

be negotiated by the District and Daycare. The rent payment shall be made on or before the 1st day of each month. The District will designate a person and method for receipt of the payment and inform Daycare of that information before the due date of the first payment.

16. **Alterations.** Daycare shall not remodel, alter, or change the Leased Premises without the prior written consent of the District. Prior to making any alteration requiring District's consent, Daycare shall submit plans for such alteration to the District for the District's review and approval. Costs relating to any alteration to the Leased Premises, beyond those items already covered by this Agreement, shall be paid by Daycare unless the District otherwise agrees in writing.
17. **Signs.** Daycare must obtain the District's prior written consent before installing any sign on District property or the Leased Premises. All signs shall comply with all applicable local, state, and federal laws and ordinances and any requirements of the District.
18. **Ownership.** The Leased Premises and all improvements relating thereto, including any replacement thereof, shall at all times be and remain the sole and exclusive property of the District. Daycare shall have no right, title, or interest therein or thereto; provided, however, Daycare's personal property located in or on the Leased Premises shall remain the property of Daycare.
19. **District's Personal Property.** Any personal property of the District which is brought into the Leased Premises by virtue of the District's use of the Leased Premises shall remain the property of the District
20. **Event of Default.** Daycare shall be in default under this Agreement if it breaches, defaults on, or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder and such breach, default or failure to perform continues for a period of thirty (30) days after Daycare receives written notice of such breach or failure to perform from the District; or, if such breach cannot reasonably be cured within such thirty (30) day period, and Daycare fails to commence to cure such breach within such thirty (30) days after notice from the District or fails to proceed diligently to cure such breach within a reasonable time thereafter.

- a. Upon the occurrence of an Event of Default, the District may, in addition to any other remedy or right given by law, terminate this Agreement by delivery of written notice of such termination to Daycare and, thereupon, the District may enter the Leased Premises or any portion thereof, upon the dates specified in such notice; and the District shall be entitled to retake possession of the Leased Premises completely and immediately. If the District elects to terminate the Agreement as provided in this paragraph, Daycare shall forfeit all rights relating to the Leased Premises.
 - b. No remedy herein conferred upon or reserved to the District is intended to be exclusive of any other remedy herein or any remedy provided or permitted by law; but each shall be cumulative, shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.
21. **Assignment.** Daycare shall not assign any rights in this Agreement without the express written consent of the Board.
22. **Insurance.** Daycare shall maintain, at its sole cost and expense, all required or necessary insurance, including liability insurance to protect against liability incident to the use of or resulting from any accident occurring in, on, or about the Leased Premises. The minimum coverage under such insurance shall be \$1,000,000 per individual and \$5,000,000 in the aggregate per occurrence. Daycare agrees to cause the District to be named as an additional insured on the liability policy described in this paragraph, and shall take any other action which is necessary to obtain a waiver of subrogation from the insurer such that neither Daycare nor the District shall be liable to the insurer for negligence. The District will maintain at its own cost all insurance required by law and procured by the Board.
23. **Use of Parking Lot.** Daycare shall have the use of the parking lot(s) which adjoins the Leased Premises and District property. Daycare may permit those persons using the Leased Premises to use the District's parking lot at such times as the lot, or some portion thereof, is not required for school functions or activities, subject to the conditions that the District shall retain priority with respect to the use of the lot, and may prescribe reasonable rules pertaining to use of the lot by

Daycare and its invitees, including plans and schedules for drop off and pickup.

24. **Amendment.** Any amendments to this Agreement shall be valid only upon the mutual agreement of the District and Daycare and when reduced to writing.
25. **Yearly Review.** The District and Daycare agree to review the terms of this Agreement and consider any amendments either party may propose at least annually in April, or at any other such time as they may choose.
26. **Protection of Reputation.** It is here written that both parties agree to a non-disparagement or protection of reputation clause and hereby take measures to resolve any conflict by the proper liaisons appointed.

DAYCARE

OSCEOLA PUBLIC SCHOOLS

By: Liana Slyter
Authorized Representative

By: Mike Neujahr
President, Board of Education

Dated May 2, 2025.

Dated May 12, 2025.

6025 Student Cell Phone and Other Electronic Devices

Students will not be permitted to use or possess cell phones or other electronic devices while at school during the scheduled school day.

Students may bring and possess cell phones and electronic devices outside of school time, but will be asked to turn the device in to school personnel during the scheduled school day. By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may have access to their cell phones and electronic devices for specific purposes such as medical necessity or other specific circumstances if approved by the administration. Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy at any time.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including any calls or downloads. The safest place for the student's cell phone is at home, but for those that do bring them, they will be checked in and kept in a secure location.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Adopted on: _____

Revised on: _____

Reviewed on: _____



Jason Lavaley <jlavaley@osceola.esu7.org>

Resignation

Ryan Jones <rjones@osceola.esu7.org>
To: Jason Lavaley <jlavaley@osceola.esu7.org>

Wed, Apr 30, 2025 at 5:17 PM

I will be resigning my position at the end of the school year. My last day will be may 21st.

Ryan Jones

TEACHER'S CONTRACT
For Class II, III, & VI Schools and 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, hereafter referred to as "District" and **Clay Purkerson**, 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 10, 2025 and end on or about June 30, 2026, 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 **\$43,848** and under the following conditions.

VIZ: \$43,848 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 2025-2026 Negotiated agreement.

Educational Placement: **BA+0** Experience **1** Salary Step **3** Index Placement **L080**

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 2025, 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 contact may be canceled 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) immaturity, 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 of 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 services are performed prior to the date of resignation of this certificate.

NINETH: 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 of the provision 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 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 April 15, 2026, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed April 22, 2025



Teacher

Executed: May 12, 2025
School District of Osceola Public Schools No. 19
County of Polk

Attest:

By: _____
President, Board of Education

Secretary, Board of Education