

Board of Education Regular Meeting
Monday, January 12, 2026 7:00 PM
Superintendent's Office, 13800 W. Wood River
Rd, Wood River, NE 68883

The regular monthly meeting of the Wood River Rural Schools Board of Education will be held on Monday, January 12, 2026 7:00 PM in the Superintendent's Office, 13800 W. Wood River Rd, Wood River, NE 68883. The Board of Education will attempt to adhere to the sequence of the published agenda, but reserves the right to adjust the order of items if necessary and may elect to take action on any of the items listed. The following items will be put before the Board of Education for consideration.

1. Routine Business
 - 1.1. Recognize the Nebraska Open Meetings Act
 - 1.2. Pledge of Allegiance
 - 1.3. Recognize Visitors
 - 1.4. Approval of Agenda
2. Reorganize the Board of Education for 2026.
 - 2.1. Elect President
 - 2.2. Elect Vice President
 - 2.3. Elect Secretary
 - 2.4. Elect Treasurer
3. Presentations
 - 3.1. Activity Director Report
 - 3.2. Elementary Principal Report
 - 3.3. MS/HS Principal Report
 - 3.4. Superintendent Report
4. Consent Agenda
 - 4.1. Approval of Prior Minutes

- 4.2. Approval of the Monthly Claims
- 4.3. Approval of the Monthly Financial Reports
- 4.4. Heather Ludwig Retirement Resignation
5. Discussions
 - 5.1. Policy Review: Policy 2005: Conflict of Interest, Policy 2006: Complaint Procedure
6. Regular Agenda - Business
 - 6.1. Discuss, consider, and take all necessary action assigning Board Committees for 2026.
 - 6.2. Discuss, consider, and take all necessary action to retain the district's official designees. (Representative for state and federal programs, Title IX Coordinator, depository of funds, legal counsel, newspaper, auditor of district accounts, and bus mechanic for inspections)
 - 6.3. Discuss, consider, and take all necessary action concerning the 2025-2026 certified staff negotiations. (possible executive session)
 - 6.4. Discuss, consider, and take all necessary action to approve the superintendent's contract.
7. Adjournment
8. Thank you notes.

The Board of Education reserves the right to enter into Executive Session.

An agenda reflecting any changes will be available for public inspection during normal business hours in the office of the Superintendent of Schools. Except for items of an emergency nature, the agenda will not be enlarged later than 24 hours before the scheduled beginning of the meeting. Individuals attending the meeting are invited to make comments during the "Recognition of Visitors" time allowed under agenda item B.

Board of Education Regular Meeting
Elementary School , 1003 Lilly Street, Wood River, NE 68883
Monday, December 15, 2025 6:00 PM

The meeting was opened at 6:08 PM recognizing the Open Meetings Act. **Present:** Tyler Doane, Dylan Gill, Craig Huxtable, Jodi Rauert, Nick Rennau, Crystal Stutzman.

1. Routine Business
 - 1.1. Recognize the Nebraska Open Meetings Act
 - 1.2. Pledge of Allegiance
 - 1.3. Recognize Visitors
The FFA gave a recap on the Fall Island Showdown. There were 172 exhibitors with 90 sponsors from the area. Feedback was very positive.
 - 1.4. Approval of Agenda
Motion to approve the agenda passed with a motion by Dylan Gill and a second by Nick Rennau.
Yea: 6, Nay: 0
2. Presentations
 - 2.1. Activity Director Report
Mr. Hirschert shared winter activity participation numbers. 92% of students are involved in at least 1 activity and 77% are involved in 2.
 - 2.2. Elementary Principal Report
Mrs. Klanecky shared that all classes that have completed MAP testing showed improvement from fall to winter testing. We will be working with ESU10 to look at a selection of new ELA curriculum.
 - 2.3. MS/HS Principal Report
Mr. Pietrzak gave an update on how we are teaching students financial literacy and personal leadership. We have been recognized as the 1st Middle/High school in the State of Nebraska to be designated a Lighthouse School by Franklin-Covey!
 - 2.4. Superintendent Report
The AQUESTT ratings just came out, and we were just shy of reaching excellence status based on our academic performance.
3. Consent Agenda
Motion to approve consent agenda as presented passed with a motion by Crystal Stutzman and a second by Jodi Rauert.
Yea: 6, Nay: 0
 - 3.1. Approval of Prior Minutes
 - 3.2. Approval of the Monthly Claims
 - 3.3. Approval of the Monthly Financial Reports
4. Discussions
 - 4.1. Career and Technical Education

Mr. Zessin and the board members that attended the ACTE conference shared their experiences and what they thought they could take from the conference and implement in the schools.

- 4.2. Profile of a Graduate
5. Regular Agenda - Business
 - 5.1. Discuss, consider, and take all necessary action to set a date for the annual school board retreat.
 - 5.2. Authorize district administration to take all necessary actions to declare the identified items as surplus and to sell and/or dispose of them immediately in accordance with board policy and applicable regulations.
Motion to declare the items as surplus passed with a motion by Dylan Gill and a second by Jodi Rauert.
Yea: 6, Nay: 0
 - 5.3. Discuss, consider, and take all necessary action on accepting the resignation of Darin Waddington.
Motion to accept the resignation passed with a motion by Crystal Stutzman and a second by Nick Rennau.
Yea: 6, Nay: 0
 - 5.4. Discuss, consider, and take all necessary action concerning the 2026-2027 certified staff negotiations. (possible executive session)
 - 5.5. Conduct the Evaluation of the Superintendent of Schools. (possible executive session)
Entered into executive at 7:53 with a motion by Rauert and a second by Gill. Motion passed with roll call vote 6-0. Exited executive session at 8:13 with a roll call vote 6-0.
6. Adjournment

The meeting was duly adjourned at 8:40 p.m.

Dated the 15th day of December, 2025.

Attest:



Dylan Gill
Secretary

7. Thank You Notes

Wood River Rural Schools	
January 12, 2026	
Vendor Name	Amount
Checking Account ID	
Alpha Kappa Delta	\$350.00
Black Hills Energy E	\$3,796.92
Black Hills Energy H	\$1,859.63
Blacktop Chiropractic PC	\$80.00
Capital Business Systems, Inc	\$40.00
Casey's Business Master Card	\$531.27
City of Wood River	\$9,762.00
CLIPPER PUBLISHING	\$92.41
COOPERATIVE PRODUCERS, Inc.	\$2,978.15
CULLIGAN	\$50.00
EDUCATIONAL SERVICE UNIT #10	\$64,029.64
EDUCATIONAL SERVICE UNIT #9	\$11,732.50
Elan Financial Services	\$4,250.52
Flores Concrete, LLC	\$1,800.00
Franssen, Carrie	\$65.00
HD Supply Facilities Maintenance LTD	\$4,489.57
HD Supply, Inc	\$667.92
HEARTLAND DISPOSAL INC	\$905.03
Henning Jacobsen, Lee	\$1,000.00
Hilton Hotels and Resorts - Omaha	\$1,356.00
HONEYWELL	\$12,355.57
ISLAND SUPPLY WELDING CO	\$312.32
JAYMAR	\$175.41
KSB School Law, PC LLO	\$890.00
Massey, Sierra	\$84.00
MCCOUN TRUCK PARTS	\$5,626.57
MENARD'S	\$2,393.66
Moonlight Embroidery and Screen Print	\$192.00
Mueller, Angela	\$68.04
NEBRASKA SAFETY CENTER	\$255.00
Nebraska State Fire Marshal Agency	\$288.00
Omaha Marriott DTN Capital DIS	\$351.00
ONE CALL CONCEPTS, INC.	\$0.82

ONE SOURCE THE BACKGROUND CHECK	\$48.00
OPAA! Food Management, Inc	\$290.00
Parlin, Abigail	\$500.00
Pro-Vision	\$31.07
Protex Central Inc	\$4,840.03
QUILL CORPORATION	\$2,126.17
Retirement Plan Consultants LL	\$400.00
Ross, Charoki	\$2.80
SOUTHERN PUBLIC POWER DISTRICT	\$32.00
SPARQDATA	\$4,500.00
Sport Safe Testing Service, Inc	\$647.00
Starman, Kiley	\$126.00
STELLING BRASS & WINDS	\$259.00
Summit Academy LLC	\$29,284.00
Surnali LLC dba Diversified Drug Testing, LLC	\$247.00
US Bank	\$10,552.90
Total	\$186,714.92

WOOD RIVER RURAL SCHOOLS December, 2025

General Fund-Interest Rate: 2.87%		
Beginning Balance		\$3,913,049.77
Less Payroll	December, 2025	(\$218,159.17)
Less Payroll Bills	December, 2025	(\$328,402.69)
Less Monthly Bills	December, 2025	(\$144,850.79)
Heritage Bank	December, 2025	(\$30.00)
Hall County Treasurer	Taxes	\$21,509.29
\$43,526.38	Motor Vehicle Tax	\$18,327.51
	Fines & Licenses	\$3,689.58
	State Aid November 2025	\$74,934.00
State of Nebraska	Reim for supplies	\$29.95
Nathan Gartner	Beyond School Bells	\$5,000.00
Nebraska Children & Families Foundation	IDEA	\$37,605.00
State of Nebraska	SPED SA FFR Reimb 23-24	\$139,079.00
State of Nebraska	State Aid December 2025	\$74,934.00
State of Nebraska	reim for food	\$123.85
Wood River Activity FCA Fund	Interest	\$8,361.68
Heritage Bank	Interest	\$0.04
Heritage Bank		
Total Deposits		\$383,593.90
Ending Balance		\$3,605,201.02
GENERAL MMK- Interest Rate: 3.00%		
Beginning Balance		\$1,219,641.70
Cornerstone	Interest	\$3,848.39
Ending Balance		\$1,223,490.09
Ending Balance for General Fund & MMK		\$4,828,691.11
Less Payroll	January, 2026	(\$296,810.98)
Less Payroll Bills	January, 2026	(\$323,071.78)
Less Monthly Bills	January, 2026	(\$186,714.92)
Balance to date		\$4,022,093.43
DEPRECIATION MMK-CORNERSTONE Interest Rate: 3.00%		
Beginning Balance		\$682,672.22
Cornerstone	Interest	\$2,142.96
Herman Plumbing Co., Inc Ck#1072	Hot water Heater Basement High School	(\$12,899.00)
Ending Balance		\$671,916.18
SPECIAL BUILDING-MMK-Interest Rate: 1.45%		
Beginning Balance		\$394,392.50
Hall Co Treasurer	Taxes	\$691.28
Engineering Technologies Inc Ck#228	Chiller Construction Documents & Administration	(\$5,695.85)
Heritage Bank	Interest	\$480.87
	Sub-Total	\$389,868.80
Amax Contracting, Inc ck#226	Ceiling at Elementary	(\$49,185.00)
Amax Contracting, Inc ck#229	Ceiling at Elementary-remaining balance	(\$2,000.00)
Ending Balance		\$338,683.80
EMPLOYEE BENEFIT FUND-MMK-Interest Rate: 0.20%		
Beginning Balance		\$3,673.75
Heritage Bank	Interest	\$0.62
Ending Balance		\$3,674.37
CAFETERIA FLEX PLAN-125		
Beginning Balance		\$14,150.89
Employee Contributions		\$6,671.95
Employee Distributions		(\$8,078.34)
Ending Balance		\$12,744.50
BOND ACCOUNT-Interest Rate: 0.60%		
Beginning Balance		\$43,418.00
Hall Co Treasurer	Interest	\$21.41
Ending Balance		\$43,439.41
QCPUF FUND		
Beginning Balance		\$178,592.02
Hall Co Treasurer	Taxes	\$745.61
Ending Balance		\$179,337.63
QCPUF MMK #2 Interest Rate: 3.00%		
Beginning Balance		\$29,101.24
Cornerstone	Interest	\$91.82
Ending Balance	Subtotal	\$29,193.06
Island Glass Ck#1018	Front Office Transaction Window	(\$2,720.00)
Ending Balance		\$26,473.06

OCPUF Pmnt Schedule/Limited Tax & Refundina Bond \$2,100,000 Last Pmnt 12/15/2031		Total
12/15/2025	Principal: \$205,000.00 Interest: \$12,917.50	\$217,917.50
6/15/2026	Principal: \$0 Interest: \$11,482.50	\$11,482.50
12/15/2026	Principal: \$210,000.00 Interest: \$11,482.50	\$221,482.50
6/15/2027	Principal: \$0 Interest: \$9,907.50	\$9,907.50
12/15/2027	Principal: \$215,000.00 Interest: \$9,907.50	\$224,907.50
LUNCH ACCOUNT-Interest Rate: 0.05%		
Beginning Balance		\$196,906.84
RECEIPTS		
Student Lunch Deposits		\$9,002.77
Adults & a la carte		\$690.00
Federal Reimbursement-November 2025		\$20,156.49
Heather Ludwig-Cinnamon Rolls		\$9.98
Interest		\$8.12
	Total Receipts	\$29,867.36
DISBURSEMENTS		
RevTrak, Inc/Credit Card Fees-Monthly Fee		(\$19.95)
RevTrak, Inc/Credit Card Fees-Usage Fee		(\$209.74)
OPAA! November 2025 Contract Service		(\$37,734.48)
OPAA! October 2025 Contract Service		(\$46,569.24)
Midwest Restaurant Supply-HS Kitchen ovens-elements		(\$2,678.37)
Midwest Restaurant Supply-Walk in Freezer HS door issues		(\$491.58)
Midwest Restaurant Supply-Convection Oven		(\$470.09)
Midwest Restaurant Supply-Winholt needs gaskets		(\$193.25)
US Bank-Amazon-Supplies for Kitchen		(\$905.55)
US Bank-HyVee-Supplies for Kitchen		(\$99.00)
	Total Disbursements	(\$89,371.25)
	Sub-Total	\$137,402.95
Outstanding Bills		
Caryn Green-Lunch Reimb		(\$1.70)
January 2025 Deposits		
Federal Reimbursement-December 2025		\$16,639.66
January 2026 Bills		
Midwest Restaurant Supply-Walk in Cooler repairs		(\$442.75)
US Bank-Amazon-Supplies for Kitchen-batteries		(\$21.58)
US Bank-Amazon-Supplies for Kitchen-Serving spatulas, 100 cup coffee maker, griddle accessories		(\$130.97)
	Sub-Total	\$16,042.66
Ending Balance		\$153,445.61
Board of Education		
Beginning Balance		\$5,517.74
Brad Roder		(\$35.42)
Brad Roder		(\$35.42)
Fairfield Inn - Cognia Accrediation		(\$318.00)
Angie Mueller		(\$47.88)
Reim From General Fund		\$401.22
Ending Balance		\$5,482.24
Student Fees		
Beginning Balance		\$479.56
Justin Denning	FB Official	(\$180.00)
Student Fees	Fees	\$675.00
Ending Balance		\$974.56

Fund: 05 ACTIVITY FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 0100	Elementary Activity	(10.00) ✓	0.00	0.00	0.00	(10.00)
05 704 0105	Wellness Center	40.00	0.00	0.00	0.00	40.00
05 704 0115	Celebrate Wood River	10,550.79	0.00	0.00	0.00	10,550.79
05 704 0116	Education Qwest Grant	9,238.19	0.00	1,000.00	0.00	10,238.19
05 704 0120	Technology	55.23	0.00	0.00	0.00	55.23
05 704 0130	iPads	1,174.27	421.96	210.40	0.00	962.71
05 704 0200	Activity Account	89,854.46	17,638.18	22,929.26	0.00	95,145.54
05 704 0210	Activity - Student Activity Fee	546.33	0.00	25.00	0.00	571.33
05 704 0215	Activity Account- WRES Student Lighthouse	10,561.75	846.02	698.91	0.00	10,414.64
05 704 0220	Volleyball	7,183.14	0.00	0.00	0.00	7,183.14
05 704 0230	Girls Basketball	1,689.63	1,024.30	1,580.43	0.00	2,245.76
05 704 0240	Weight Room	1.37	0.00	0.00	0.00	1.37
05 704 0250	Cross Country	461.39	0.00	0.00	0.00	461.39
05 704 0260	Football	3,728.71	0.00	0.00	0.00	3,728.71
05 704 0265	Track	1,377.78	0.00	0.00	0.00	1,377.78
05 704 0266	JH Track	1,611.72	0.00	0.00	0.00	1,611.72
05 704 0280	Wrestling	2,432.89	0.00	1,566.89	0.00	3,999.78
05 704 0285	Girls Wrestling	1,951.46	205.00	1,477.69	0.00	3,224.15
05 704 0290	Boys Golf	1,521.23	0.00	0.00	0.00	1,521.23
05 704 0292	Girls Golf	76.13	0.00	0.00	0.00	76.13
05 704 0295	Boys Basketball	473.49	1,079.71	1,366.39	0.00	760.17
05 704 0300	Concessions	34,700.38	6,645.82	14,540.74	0.00	42,595.30
05 704 0302	Middle School Funds	427.43	0.00	0.00	0.00	427.43
05 704 0303	6th Grade Funds	316.75	0.00	0.00	0.00	316.75
05 704 0310	Student Council	1,272.94	0.00	0.00	0.00	1,272.94
05 704 0320	Yearbook	4,289.58	0.00	0.00	0.00	4,289.58
05 704 0330	FFA	21,551.68	2,892.52	1,445.00	0.00	20,104.16
05 704 0340	FCA	2,593.62	123.85	0.00	0.00	2,469.77
05 704 0350	FBLA	1,814.72	341.77	461.40	0.00	1,934.35
05 704 0355	Teammates	7,080.62	0.00	0.00	0.00	7,080.62
05 704 0360	Spanish Club	2,589.16	0.00	237.82	0.00	2,826.98
05 704 0365	Mult Cultural Club	4,208.10	0.00	0.00	0.00	4,208.10
05 704 0385	Close-up	9,708.47	3,000.00	2,544.31	0.00	9,252.78
05 704 0395	National Honor Society	2,153.81	0.00	0.00	0.00	2,153.81
05 704 0400	Vocal Music	851.78	0.00	0.00	0.00	851.78
05 704 0405	Show Choir	325.00	0.00	0.00	0.00	325.00
05 704 0430	All School Play	1,755.10	0.00	0.00	0.00	1,755.10
05 704 0440	Music Trip	3,330.59	0.00	0.00	0.00	3,330.59

Fund: 05 ACTIVITY FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 0445	Music Booster	5,029.54	0.00	0.00	0.00	5,029.54
05 704 0450	Cheerleaders	1,982.34	0.00	1,126.41	0.00	3,108.75
05 704 0455	Dance	1,911.13	66.48	1,683.00	0.00	3,527.65
05 704 0460	Band	7,778.17	0.00	0.00	0.00	7,778.17
05 704 0593	Class of 2029	180.00	0.00	0.00	0.00	180.00
05 704 0594	Class of 2028	908.87	0.00	10.00	0.00	918.87
05 704 0595	Class of 2027	3,583.59	1,807.00	3,188.00	0.00	4,964.59
05 704 0596	Class of 2026	4,432.85	2,153.94	260.00	0.00	2,538.91
05 704 0598	Class of 2024	389.11	0.00	0.00	0.00	389.11
05 704 0610	Art	36.83	0.00	0.00	0.00	36.83
05 704 0615	Art Club	349.09	0.00	0.00	0.00	349.09
05 704 0620	Library	1,978.99	74.00	0.00	0.00	1,904.99
05 704 0625	Library Study Hall	22.11	0.00	0.00	0.00	22.11
05 704 0630	Shop	1,629.23	0.00	0.00	0.00	1,629.23
05 704 0650	MS/HS Teachers	2,888.13	0.00	0.00	0.00	2,888.13
05 704 0655	Elem Teachers	176.30	0.00	0.00	0.00	176.30
05 704 0700	Scholarships	38,234.96	3,710.00	10,000.00	0.00	44,524.96
05 704 0800	Projects	64,984.43	0.00	4,400.00	0.00	69,384.43
05 704 0801	FUND BALANCE- Youth Sports	23,234.89	5,515.97	14,781.29	0.00	32,500.21
05 704 0802	English Classes	3,000.00	0.00	0.00	0.00	3,000.00
05 704 0850	Apparel Store	(1,095.22)	0.00	114.48	0.00	(980.74)
05 704 0900	Booster Club	100,485.66	50.00	0.00	0.00	100,435.66
05 704 0910	Post Prom	5,567.62	159.00	3,986.00	0.00	9,394.62
05 704 0915	WRE PTO	8,773.39	360.31	0.00	0.00	8,413.08
Fund Total: 05		519,951.70	48,115.83	89,633.42	0.00	561,469.29

2005 Conflict of Interest

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

a. Business with which a board member is associated shall include the following:

(1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

(2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.

b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

2. Contracts with the School District.

a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in

any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her parent, spouse, or child has a business association with the business involved in the contract or will receive a payment, fee, or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
 - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
 - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
 - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

3. Contracts with Board Member's Immediate Family.

- a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:
 - (1) All district employees.
 - (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

4. Employing Members of the Immediate Family.

- a. A board member may recommend for employment or supervise the employment of an immediate family member if:
 - (1) The board member does not abuse his or her position.
 - (2) Abuse of official position shall include, but not be limited to, employing an immediate family member:
 - (i) who is not qualified for and able to perform the duties of the position;
 - (ii) for any unreasonably high salary;
 - (iii) who is not required to perform the duties of the position.
 - (3) The board makes a reasonable solicitation and consideration of applications for employment.
 - (4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.
 - (5) The board approves the employment or supervisory position.

- b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
5. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
- a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
 - (1) a public official, public employee, or candidate.
 - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
 - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
 - b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.
 - c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.
 - d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.
6. Conflict of Interest Relating to Campaigning or Political Issues
- a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or

election of a candidate or the qualification, passage, or defeat of a ballot question.

- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
 - (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
 - (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
 - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
 - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

8. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
 - (1) The names of the contracting parties.
 - (2) The nature of the interest of the board member in question.
 - (3) The date that the contract was approved.
 - (4) The amount of the contract.
 - (5) The basic terms of the contract.
- b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: July, 2015
Revised on: July, 2021
Reviewed on: July, 2021

2006 Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

Under this policy, factual conclusions will be based on a preponderance of the evidence.

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

- b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may be submitted to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the respondent.
 - 1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
 - 1) All relevant details of the complaint;

- 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal.
 - a) The appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
 - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
 - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.
5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that

may involve oversight or discipline of students, staff, or others, unless those involve allegations against the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

- d) This appeal must be in writing.
- e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated the decision to the complainant.
- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint or appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of the decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.
- h) There is no appeal from any decision of the board unless authorized by law.

6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
 - a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
 - b) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.
 - d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

- e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities. Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of

command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent or board president without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: October 2016

Revised on: June, 2025

Reviewed on: _____

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT WOOD RIVER RURAL SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Wood River Rural Schools**, legally known as **Hall County School District 40-0083**, and referred to as "the Board" and "the District" respectively, and **Terry Zessin**, 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 2 year(s) beginning on July 1, 2026, and expiring on June 30, 2028. During each year of this contract, the Superintendent shall render at least 230 working days of service in the performance of duties as Superintendent. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Superintendent actually and necessarily completes the Superintendent's contractual duties. The Superintendent agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Superintendent shall keep complete and accurate records of working days and shall provide the Board of Education with a report of the accumulated working days at least quarterly.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular 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 \$161,430.00 which shall be paid in 12 equal monthly installments beginning in the month of July 2026. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the

contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that the Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the Superintendent's application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Superintendent will advise the Board immediately; (2) the Superintendent has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) the Superintendent has not had any professional licenses or certificates suspended or revoked.

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

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

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of the Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. § 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its official business; (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 forty (40) 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. Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the District's carrier at the Superintendent's own expense.
- e. 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.
- f. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators

(NCSA) and American Association of School Administrators (AASA).

- g. 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 \$250.00 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.
- h. Cell Phone.** The School District shall provide a cell phone for the Superintendent. The district will purchase & maintain the cellular agreement so that the Superintendent can be reached at all times for work-related emergencies or while away from the school grounds during the work day.
- i. 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 \$500.00 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 December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make the Superintendent evaluation an agenda item for the regular **December** 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 12th day of January, 2026.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this 13th day of January, 2026.

Superintendent