

***Proposed agenda items received 24 hours before the scheduled meeting will be added to the agenda at the meeting.**

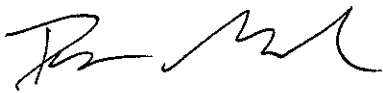
**TENTATIVE
REGULAR MEETING
BOARD AGENDA**

**February 8, 2021
7:30 PM**

1. Call Meeting to Order
 - 1.A. Roll Call taken on acknowledgement and reception of meeting notice and agenda
2. Information and Proposals
 - 2.A. Receiving of Visitors
 - 2.B. Letters and Communication
 - 2.C. Reports and Information from Administration
 - 2.C.1. Superintendent's Report
 - 2.C.2. Principal Report
 - 2.D. BRLD Committee Report
3. Action Items (Discuss, Consider, May take action on the following)
4. Routine Business - Consent Agenda
 - 4.A. Excuse Absent Board Members (as necessary)
 - 4.B. Minutes
 - 4.C. Treasurers Report
 - 4.D. Claims
5. Old Business
6. New Business
 - 6.A. Discuss BRLD Proposal from Bancroft-Rosalie Board Committee
 - 6.B. Approve Letter of Resignation - Dan Maresh
 - 6.C. Approve the ESU #2 Title I Consortium
 - 6.D. Approve Vice-President on Bank Accounts Signatures
 - 6.E. Go Into Executive Session to Discuss Negotiations
 - 6.F. Come out of Executive Session
 - 6.G. Offer an Elementary Principal Contract for the 21-22 School Year
 - 6.H. Offer a Secondary Principal Contract for the 21-22 School Year
 - 6.I. Approve Administrative Package for the 21-22 School Year
7. Advance Planning
 - 7.A. Information and questions for Board Members
 - 7.B. Agenda items for next meeting
 - 7.C. Future Meeting Dates
8. Adjournment

February 3rd, 2021

I, Daniel Maresh, hereby resign from my position as the K-12 Art Educator and Head Football Coach at Lyons-Decatur Northeast. I want to take this time to thank the school board and administration for the opportunity to work here over the last 14 years. During that time, I have received tremendous guidance and support that has helped me grow as a person, educator, and coach. Finally, I wish nothing but the best for the students, teachers, community, and the continued success of Lyons-Decatur Northeast and the BRLD Sports Co-op.

A handwritten signature in black ink, appearing to read 'Dan Maresh', written in a cursive style.

Dan Maresh

To: Board Members
From: Fred Hansen, Superintendent
Re: February 2021 Board Report– Regular meeting– Monday, February 8, 2021

BRLD Board Committee meeting at 6:45 PM prior to the Board Meeting

- ✓ Annual Safety/Security Review
- ✓ Annual Wellness Report
- ✓ School Board Committee Assignments for 2021

We hosted our annual external Safety/Security Audit on January 27, 2021. Glen Moore, Lyons Police Chief, Stuart Miller, Lyons Fire Chief, Jim Buck, Burt County Chief Deputy and Eric Nick, Burt County Sheriff conducted the audit. Mr. Hansen gave the team an update of the changes made with respect to safety and security for the past year and then went on a tour of the school facility.

Beth has written up the annual wellness report as required by board policy. The report is in your packet.

I have included the update to the 2021 School Board Committee assignments in this packet.

Chad is scheduled to review February bills and Jolene is up for March.

***Proposed agenda items received 24 hours before the scheduled meeting will be added to the agenda at the meeting.**

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7:30 P.M.**

1. Call Meeting to Order
 - A. Roll Call taken on acknowledgement and reception of meeting notice and agenda
2. Information and Proposals
 - A. Receiving of Visitors
 - B. Letters and Communication Letter of Resignation – Dan Maresh
 - C. Reports and Information from Administration
 1. Superintendent’s Report
 2. Principal’s Report
 3. BRLD Committee Report
3. Action Items (Discuss, Consider, May take action on the following)
 - A. Routine Business – Consent Agenda
 4. Excuse Absent Board Members (as necessary)
 5. Minutes
 6. Treasurer’s Report
 7. Claims
 - B. Old Business
 - 1.
 - C. New Business
 1. Discuss BRLD Proposal from Bancroft-Rosalie Board Committee
 2. Approve Letter of Resignation – Dan Maresh
 3. Approve the ESU2 Title I Consortium
 4. Approve Vice-President on Bank Accounts Signatures
 5. Go into Executive Session to Discuss Negotiations
 6. Come out of Executive Session
 7. Offer an Elementary Principal Contract for the 21-22 School Year
 8. Offer a Secondary Principal Contract for the 21-22 School Year
 9. Approve Administrative Package for the 21-22 School Year
4. Advance Planning
 - A. Information and questions for Board Members
 - 1.
 - B. Agenda items for next meeting
 - 1.
 - C. Future meeting dates
 1. Regular Board meeting March 8, 2021
5. Adjournment---9:00 p.m.

Suggested List of Motions

February 8, 2021

(Open Meetings Act rules posted on north wall of library)

1. _____ opened the meeting at _____ P.M.

2. Acknowledgement of receipt of notice and agenda for the meeting was taken by Roll Call:

3. It was moved by _____, seconded by _____

to approve the Consent Agenda items:

1. Excuse absent board members (as necessary)
2. Minutes
3. Treasurers Report
4. General Fund Claims
5. Depreciation Fund Claim
6. Lunch Fund Claims

Roll Call: Aye: _____ Nay: _____.

4. It was moved by _____, seconded by _____

to approve the letter of resignation from Dan Maresh with deep regrets.

Roll Call: Aye: _____ Nay: _____

5. It was moved by _____, seconded by _____

to approve the Title I Cooperative through ESU#2 and designate the Superintendent as the Federal Programs authorized representative.

Roll Call: Aye: _____ Nay: _____

6. It was moved by _____, seconded by _____

to approve Vice-President Jaime Bacon as a signatory on School District Bank Accounts.

Roll Call: Aye: _____ Nay: _____

7. It was moved by _____, seconded by _____

to go into Executive Session to discuss negotiations at _____ PM.

Roll Call: Aye: _____ Nay: _____

8. It was moved by _____, seconded by _____
to come out of Executive Session at _____ PM.

Roll Call: Aye: _____ Nay: _____

9. It was moved by _____, seconded by _____
to offer an Elementary Principal contract to Brenda Totten for the 2021-2022 school year.

Roll Call: Aye: _____ Nay: _____

10. It was moved by _____, seconded by _____
to offer a Secondary Principal contract to Weston Swanson for the 2021-2022 school year.

Roll Call: Aye: _____ Nay: _____

11. It was moved by _____, seconded by _____
to approve a _____% increase in salary for Administration.

Roll Call: Aye: _____ Nay: _____

12. _____ closed the meeting at _____ PM.

WELLNESS REPORT

February 2021

School policy states that Lyons-Decatur Northeast School District is committed to providing a school environment that enhances learning and the development of lifelong wellness.

Goals for nutrition and physical activity are met in these ways:

1. Curriculum includes information on good nutrition and healthy lifestyles. See report from Mr. Stemen and Mr. Maresh.
2. Students are given sufficient time to eat meals provided.
3. PE is offered every day for elementary.
4. Health screenings are done annually on students.
5. More staff members have been trained and certified to administer medications.
6. Staff is trained annually on epi pens and the AED.
7. CPR training is taught to 9th grade students.
8. CPR is offered to staff annually.

The food supervisor continues to serve food for breakfast and lunch according to the Federal Government standards set. Portion size is within the guidelines set. Drinking water is available during the lunch period, and bottled water and 100% fruit juice is available for purchase. Low calorie/sugar snacks are available for purchase.

Kitchen staff receive training annually on government standards.

We continue to participate in the backpack program, sending meals home on Fridays.

The afterschool program (PAWS) game club provides educational games with active movement.

Elkhorn Logan Valley Health Department monitors on a weekly basis our students illnesses and absences. Flu shots were administered to staff that wished to receive one.

The EHA Wellness group continues to offer programs throughout the year for staff to participate in. More than half our staff participate in these programs.

COVID19

Masks are provided for students and staff. They must be worn at all times, until the health department advises otherwise. We work closely with Elkhorn Logan Valley Health Department in tracking cases. ELVHD will be administering COVID19 antivirus shots, when they become available, to staff that wish to receive one. Students are distanced as best they can in the classroom. Lunch times have been spread out to accommodate distancing while students are eating lunch. Sanitizer is placed in all classrooms, lunchroom and entryway into the building. Temperatures are taken in the morning and again in the afternoon.

To date, we have no known transmission of the virus within the school.

Mr. Maresh:

The weight room open in both locations. Mondays and Tuesdays the weight room is open in Lyons from 6:45-8 am. Thursday through Friday the weight room is open in Bancroft from 6:45-8 am. Students from both schools are encourage to come to either session.

Currently in the high school and junior high weights classes, we have 35 students. These classes are made up of students who both participate in sports and those who are just interested in learning healthy habits for when they get older. They perform workouts 4 days a week and use an additional day for stretching/recovery or proper movement mechanics (Injury Prevention)

Junior High PE is also split into three groups and one of those groups will spend their class time in the weight room to learn the basics of strength training.

Mr. Stemen:

Students from the range of K-6th grade participate in the physical education class for approximately 25 minutes a day. During each day, there are three different exercise components that are covered each day along with the activity. During the exercise portion of the class the students learn new exercises, how to properly perform them, and the importance each one is for their life daily. The exercises cover all of the muscle groups that we use while being both aerobic and anaerobic. When the students are ready, we make sure to do many different activities to take advantage of the exercises we did in the first part of the class. These activities range from soccer, hockey, and handball to basketball, hungry hungry hippos, and capture the flag. At the beginning of February, the elementary students that want to participate in the "Challenge your Heart" fundraiser where students can earn prizes by reaching out to people to donate towards this great cause.

These students also have the chance to do an assortment of organized physical activities that occur in the evenings and weekends.

Youth Football: 3rd - 6th graders play football along with students from Bancroft-Rosalie that is coached by volunteers.

Youth Volleyball: 3rd - 6th graders play volleyball along with students from Bancroft-Rosalie that is coached by volunteers.

Youth Basketball: 3rd - 6th graders play volleyball along with students from Bancroft-Rosalie that is coached by volunteers.

**CURRICULUM COMMITTEES
2020-2021**

SOCIAL STUDIES—Melissa Wakeley-Chair
Mason Vrbka
Weston Swanson

SPED/TITLE I—Joni Hegge-Chair
Mason Alitz
Deb Hightree
Rachel Dolezal
Melissa Brokaw
Jill Anderson

LANGUAGE ARTS-----Katie Mace-Chair
Emma Kwikkel
Kendra Boden
Elizabeth Okereke

TECHNOLOGY- Gary Loftis - Chair
Melissa Smith

SCIENCE-----Carrie Andersen-Chair
Paul Timm
Marti Potadle

FINE ARTS---Dan Maresh-Chair
Megan Engel
Vanessa Von Seggren

MATHEMATICS-----Bruce Knaak-Chair
Lexi Beavers
Steve Hosch
Megan Sovde

CAREER EDUCATION-Kevin Anderson-Chair
Janelle Seagren
John Bellar

PHYSICAL ED-----Aaron Stemen-Chair
Dan Maresh

PRESCHOOL-----Tina Ronnfeldt-Chair

Word/AaSupt20-21/Board 2020/Board Subcommittees 1.11.21

**SCHOOL BOARD SUBCOMMITTEES
2021**

*Chairperson

CURRICULUM & AMERICAN CIVICS

*James Vlach
Jolene Trautman
April Archer
Chad Brehmer

TRANSPORTATION/BUILDING & GROUND

*Corey Petersen
Jolene Trautman
Chad Brehmer
Evan Myers

BUDGET & FINANCE

*Lisa Christiansen
Chad Brehmer
Leah Miller
April Archer

NEGOTIATIONS

*Lisa Christiansen
Jolene Trautman
Jaime Bacon
Evan Myers

POLICY

*James Vlach
Lisa Christiansen
April Archer
Corey Petersen

COMMUNICATION

*Jim Vlach
Leah Miller
Corey Petersen
Jaime Bacon

TECHNOLOGY

*Chad Brehmer
Jaime Bacon
Corey Petersen
Evan Myers

REORGANIZATION COMMITTEE

*Lisa Christiansen
James Vlach
Corey Petersen
April Archer

SCHOOL FOUNDATION

*Lisa Christiansen
April Archer
Leah Miller

BANCROFT-ROSALIE COMMITTEE

*Corey Petersen
Evan Myers
Jim Vlach
Chad Brehmer

**NOTE: Evan Myers P2T Board Representative
Chad Brehmer P2T Board Alternate**

Revised 1/11/21

Principal Report- February 2021 Board Meeting

A. Calendar - Upcoming Events

Sub-District Wrestling-----	February 6th
State Bowling-----	February 8-9
Burt County Spelling Bee @ LDNE-----	February 9th
District Wrestling.....	February 11th
Parent-Teacher Conferences.....	February 11th
District Wrestling-----	February 12-13
No School-----	February 12th
Girls Sub-District Basketball-----	February 15-16
State Wrestling-----	February 19-20
Boys Sub-District Basketball-----	February 22-23 & 25
EHC Speech-----	February 24th
No School-----	February 24th
Girls District Basketball Finals-----	February 26th
Girls State Basketball-----	March 3-6

A. Professional Development

- January 11th and 28th: Science Curriculum team met and reviewed science programs
- January 11th-15th: K-3 teachers completed peer observations of math
- January 18th, 21st, 27th, 29th and February 1st: Mr. Swanson and Mrs. Totten hosted and attended Leadership Walks with other area principals.
- February 3rd inservice- School Leadership Team met- Teachers worked on their ELA and Math programs. Teachers updated their professional growth goals.
- February 9th: Kendra Boden and Melissa Wakeley will attend the 21st Century Grant Program Meetings

B. Transition Plan - The 6th grade students had opportunities in January to learn about the transition to 7th grade. They will have additional opportunities each month throughout the rest of the year. The 4 year old preschool class will also complete monthly activities to prepare for the transition to Kindergarten.

C. Assessments - K-6 completed MAP assessments during the week of February 1st-5th. ELPA and Secondary MAP Assessments will take place the week of February 8th.

D. Secondary Activities -

- Wrestling:
 - Davin Whitley placed 2nd in his weight class at the EHC conference meet
 - Landen Redding placed 3rd in his weight class at the EHC conference meet.
- FFA:

Lyons-Decatur Northeast FFA
2020-21 Results

District Leadership Skills Events January 27-February 5, 2021

Employment Skills Creed Speaking

Elise Anderson Purple, District Champion Sierra Heckenlaible Purple, District Runner-Up **State Qualifier
**State Qualifier

Parliamentary Law Colten Miller Purple, State Alternate Zach Hegge Purple, District Runner-Up

Harlie Nolze **State Qualifier **Public Speaking Junior Division** Elise Anderson Michael

Cooney Blue Juliana Anderson

Arianne Brokaw **Public Speaking Senior Division** Caleb Schlichting Zora Villanueva Red

Conduct of Chapter Meetings Agricultural Demonstration Camryn Brehmer Purple,

District Runner-Up Alix Nolting

Sierra Heckenlaible **State Qualifier Jackson Cooney

Brayden Hegge Baxter Beutler

Colten Miller Ross Tremayne

Sydney Olsen

Tate Simonsen

Ashlynn Whitley

- Basketball:
 - Girls and boys EHC results:
- Bowling:
 - District Bowling Results:

Current 2020-2021 All Student Enrollment									
Current Grade Level	Bancroft-Rosalie			Lyons-Decatur			Combined Enrollment		
	Girls	Boys	Total	Girls	Boys	Total	Girls	Boys	Total
PK-3	4	6	10	5	6	11	9	12	21
PK-4	7	8	15	4	8	12	11	16	27
K	13	4	17	8	7	15	21	11	32
1st	11	16	27	8	11	19	19	27	46
2nd	4	6	10	6	12	18	10	18	28
3rd	13	7	20	8	6	14	21	13	34
4th	9	12	21	12	11	23	21	23	44
5th	14	10	24	9	10	19	23	20	43
6th	6	11	17	11	10	21	17	21	38
7th	15	9	24	14	7	21	29	16	45
8th	7	12	19	10	16	26	17	28	45
9th	15	12	27	16	12	28	31	24	55
10th	15	14	29	8	12	20	23	26	49
11th	10	7	17	7	4	11	17	11	28

Current 2020-2021 Student Athlete Numbers									
Current Grade Level	Football			Volleyball			Cross Country		
	LD	BR	Total	LD	BR	Total	LD	BR	Total
3rd	3	3	6	4	9				
4th	7	6	13	6	7				
5th	5	6	11	6	9				
6th	5	9	14	6	4				
7th	2	4	6	8	12	20	3	0	3
8th	8	10	18	4	6	10	5	2	7
9th	4	4	8	6	6	12	6	0	6
10th	5	6	11	0	7	7	1	2	3
11th	4	2	6	2	2	4	1	1	2
									21

Current Grade Level	Boys Basketball			Girls Basketball			Boys Wrestling			Girls Wrestling		
	LD	BR	Total	LD	BR	Total	LD	BR	Total	LD	BR	Total
Pre-K							0	0	0	1	0	1
K							2	0	2	0	0	0
1st							2	3	5	0	0	0
2nd							3	0	3	1	0	1
3rd	2	2	4	4	7	11	0	0	0	0	0	0
4th	3	3	6	4	7	11	2	2	4	0	1	1
5th	3	5	8	4	7	11	0	2	2	0	0	0
6th	5	7	12	5	3	8	0	0	0	0	0	0
7th	3	5	8	3	6	9	0	1	1	2	1	3
8th	6	10	16	2	4	6	4	2	6	0	0	0
9th	4	1	5	5	4	9	2	1	3	0	0	0

10th	4	4	8	1	3	4	1	0	1	0	0	0
11th	0	3	3	2	3	5	1	0	1	0	2	2

Bancroft-Rosalie Coop Committee

BRLD Coop Proposal

2021-22

High School

Continue BRLD Coop in Following sports

Football
Cross Country
Wrestling
Boys Track
Girls Track
Boys Golf

Dissolve Coop in following sports

Volleyball
Girls Basketball
Boys Basketball

Other Coop Sports

Girls Golf	TC Thunder
Softball	NEN Vipers
Bowling	TC Thunder
Baseball	TC Thunder

Junior High

Continue BRLD Coop in Following sports

Cross Country
Wrestling
Boys Track
Girls Track

Have separate teams

Football
Volleyball
Girls Basketball
Boys Basketball

Board Member _____ introduced the following resolution and moved its adoption:

Resolution Dissolving Cooperative Sponsorship Agreement

Whereas, the school districts of Bancroft-Rosalie and Lyons-Decatur have a two year Cooperative sponsorship agreement for high school Volleyball and Girls and Boys Basketball,

Whereas, each school district now has enough Volleyball and Girls and Boys Basketball team members to have their own teams.

NOW, THEREFORE, BE IT RESOLVED by the School Board of school district No. 20-0020, As follows:

1. That the cooperative sponsorship agreement for high school Volleyball and Girls and Boys Basketball be dissolved for the 2021-22 school year; and
2. That this resolution shall be effective only if a similar dissolution action is also taken by the governing body of Lyons-Decatur Public Schools.

The motion for adoption of the foregoing resolution was duly seconded by Board Member _____ and upon vote being taken, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Chairman, Board of Education

Superintendent

School

The Board of Education of the Lyons-Decatur School District No. 20 met in a special session on Tuesday, January 5, 2021 in the Secondary Library. Notice of the meeting was given in advance thereof by publishing notice in the Lyons Mirror-Sun designated method for giving notice. Meeting notices were also posted at the Superintendent's office and on the school website. Notice of the meeting was given in advance to all members and agenda was communicated in the notice to the board of this meeting. All proceedings hereinafter were taken while the convened meeting was open to the attendance of the public. The open meeting laws are posted on the library wall.

Posted Locations:

- Lyons-Mirror Sun
- lyonsdecaturschools.org
- Front door of the school

Posted Date: 12/31/2020

Preston opened the meeting at 4:09 p.m.

Roll call. Present: Archer, Bacon, Brehmer, Christiansen, Myers, Petersen, Troutman, Preston and Vlach. Absent: None.

Acknowledgement of receipt of agenda and notice was taken by roll call. Aye: Archer, Bacon, Brehmer, Christiansen, Myers, Petersen, Troutman, Preston and Vlach. Nay: None.

The purpose of this meeting was to interview candidates for Superintendent.

Adjourned this meeting at 6:45 p.m.

I the undersigned, secretary of the School District of Lyons-Decatur Northeast, in the County of Burt, in the State of Nebraska, hereby certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for inspection at the office of the secretary, located in the main office of the school, Lyons Center, except those items of an emergency nature added at the meeting by motion and roll call vote, that such subjects were contained in said agenda for at least 24 hours prior to said meeting that said minutes of the Board of Education of the School District of Lyons-Decatur Northeast in the County of Burt, State of Nebraska were in written form and available for inspection by the public within 24 hours and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and subjects to be discussed at said meeting.

Secretary, Board of Education

ATTEST:

President, Board of Education

The Board of Education of the Lyons-Decatur School District No. 20 met in a special session on Wednesday, January 6, 2021 in the Secondary Library. Notice of the meeting was given in advance thereof by publishing notice in the Lyons Mirror-Sun designated method for giving notice. Meeting notices were also posted at the Superintendent's office and on the school website. Notice of the meeting was given in advance to all members and agenda was communicated in the notice to the board of this meeting. All proceedings hereinafter were taken while the convened meeting was open to the attendance of the public. The open meeting laws are posted on the library wall.

Posted Locations:

- Lyons-Mirror Sun
- lyonsdecaturschools.org
- Front door of the school

Posted Date: 12/31/2020

Preston opened this meeting at 4:13 p.m.

Roll Call. Present: Archer, Bacon, Brehmer, Christiansen, Myers, Petersen, Troutman, Preston and Vlach. Absent: None.

Acknowledgement of receipt of agenda and notice was taken by roll call. Aye: Archer, Bacon, Brehmer, Christiansen, Myers, Petersen, Troutman, Preston and Vlach. Nay: None.

The purpose of this meeting was to interview and discuss superintendent candidates.

It was moved by James Vlach, seconded by Jaime Bacon, to go into executive session at 8:00 PM to discuss Superintendent candidates. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Myers: Aye, Petersen: Aye, Preston: Aye, Troutman: Aye, Vlach: Aye. Aye: 9, Nay: 0

It was moved by Jaime Bacon, seconded by Chad Brehmer, to come out of executive session at 10:30 PM. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Myers: Aye, Petersen: Aye, Preston: Aye, Troutman: Aye, Vlach: Aye. Aye: 9, Nay: 0

It was moved by Lisa Christiansen, seconded by Evan Myers, to authorize President Preston or Vice-President Christiansen to offer a Superintendent contract to Candidate A. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Myers: Aye, Petersen: Aye, Preston: Aye, Troutman: Aye, Vlach: Aye. Aye: 9, Nay: 0

It was moved by James Vlach, seconded by Corey Petersen, to authorize President Preston or Vice-President Christiansen to offer a Superintendent contract to Candidate E if Candidate A declines the initial Superintendent contract offer. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Myers: Aye, Petersen: Aye, Preston: Aye, Troutman: Aye, Vlach: Aye. Aye: 9, Nay: 0

Preston closed this meeting at 10:55 p.m.

I the undersigned, secretary of the School District of Lyons-Decatur Northeast, in the County of Burt, in the State of Nebraska, hereby certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for inspection at the office of the secretary, located in the main office of the school, Lyons Center, except those items of an emergency nature added at the meeting by motion and roll call vote, that such subjects were contained in said agenda for at least 24 hours prior to said meeting that said minutes of the Board of Education of the School District of Lyons-Decatur Northeast in the County of Burt, State of Nebraska were in written form and available for inspection by the public within 24 hours and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and subjects to be discussed at said meeting.

Secretary, Board of Education

ATTEST:

President, Board of Education

The Board of Education of the Lyons-Decatur School District No. 20 met in regular session on Monday, January 11, 2021 in the Secondary Library. Notice of the meeting was given in advance thereof by publishing notice in the Lyons Mirror-Sun designated method for giving notice. Meeting notices were also posted at the Superintendent's office and on the school website. Notice of the meeting was given in advance to all members and agenda was communicated in the notice to the board of this meeting. All proceedings hereinafter were taken while the convened meeting was open to the attendance of the public. The open meeting laws are posted on the library wall.

Lisa Christiansen opened the meeting at 7:30 p.m.

Roll Call. Present: Archer, Bacon, Brehmer, Christiansen, Miller, Myers, Petersen, Troutman and Vlach. Absent: None.

Acknowledgement of receipt and notice and agenda for the meeting was taken by roll call. Aye: Archer, Bacon, Brehmer, Christiansen, Miller, Myers, Petersen, Troutman and Vlach. Nay: None.

It was moved by Jaime Bacon, seconded by April Archer, to approve a resolution appointing Jolene Troutman to the board position for a term ending on January 9, 2025, due to a failure to elect a board member at the November 3, 2020 election. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye.

It was moved by James Vlach, seconded by April Archer, to vote to elect Lisa Christiansen as President of the Burt County #20 School Board. It was moved by Myers, seconded by Vlach to cease nominations. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye. Christiansen was elected President of this school board.

It was moved by Corey Petersen, seconded by April Archer, to vote to elect Jaime Bacon as Vice-President of the Burt County #20 School Board. It was moved by Petersen, seconded by Myers to cease nominations. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye. Bacon was elected Vice-President of this school board.

It was moved by Chad Brehmer, seconded by Jaime Bacon, to vote to elect Jim Vlach as Secretary-Treasurer of the Burt County #20 School Board. It was moved by Bacon, seconded by Petersen to cease nominations. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye. Vlach was elected Secretary-Treasurer of this school board.

Superintendent's Report

Trevor Preston was thanked for serving 21 years on the school board. He was presented with a plaque with appreciation for his service to the district and community. Jolene Troutman and Leah Miller were welcomed to the meeting as new board members. January 31-February 6, 2021 is designated as Nebraska School Board Recognition week. Our board was thanked for their willingness to serve the students and parents of our district.

Principal Report

Mr. Swanson reported on calendar events, professional development and the Jr. High Boys Basketball report.

It was moved by Evan Myers, seconded by Jaime Bacon, to approve the consent agenda. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye.

Old Business

It was moved by Corey Petersen, seconded by Chad Brehmer, to ratify the Superintendent contract with Lindsey Beaudette beginning in the 2021-2022 school year. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye.

New Business

It was moved by Jaime Bacon, seconded by Evan Myers, to go into executive session at 7:59 PM to discuss negotiations. Roll Call.

Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye.

It was moved by James Vlach, seconded by Chad Brehmer to come out of executive session at 8:09 PM. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye.

It was moved by James Vlach, seconded by Jaime Bacon, to approve the LDEA negotiations agreement for the 2021-2022 school year with a base salary of \$36,650 for certified staff which represents a 3.11% total salary/benefit package increase. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye.

This meeting was adjourned at 8:22 p.m.

I the undersigned, secretary of the School District of Lyons-Decatur Northeast, in the County of Burt, in the State of Nebraska, hereby certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for inspection at the office of the secretary, located in the main office of the school, Lyons Center, except those items of an emergency nature added at the meeting by motion and roll call vote, that such subjects were contained in said agenda for at least 24 hours prior to said meeting that said minutes of the Board of Education of the School District of Lyons-Decatur Northeast in the County of Burt, State of Nebraska were in written form and available for inspection by the public within 24 hours and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and subjects to be discussed at said meeting.

Secretary, Board of Education

ATTEST:

President, Board of Education

Treasurer's Report

At the close of business January 29, 2021

Cash Balance on December 31, 2020 \$ (2,778.97)

Receipts for January 2021

Burt County	\$ 732,163.03
Other County	\$ 90,644.72
ESU #2 Arts Grant	\$ 500.00
State of NE - SPED	\$ 38,827.00
Computer fee	\$ 100.00
Cares Grant	\$ 46,444.00
Misc.	\$ 142.00
State Aid	\$ 3,164.00
Interest	\$ 0.04

Total Receipts	\$ 911,984.79
Account Transfers	\$ (507,000.00)
Disbursements	\$ 399,767.67

Cash Balance as of January, 2021	\$ 2,438.16
Outstanding Checks/deposits	\$ 952.95
Ending Bank Balance as of January, 2021	\$ 1,485.21

SAVINGS BALANCE Beginning: \$951,663.23 ENDIING BALANCE \$1,458,973.15

Beth Doht

Treasurer

COMBINED ACCOUNT BALANCES
Depreciation, Employee Benefit Fund, Special Building, and Student Fee Fund
As of January, 2021

DEPRECIATION FUND

Balance \$197,468.58

EMPLOYEE BENEFIT FUND

Balance \$21,257.70

SPECIAL BUILDING FUND

Balance \$1,210,685.96

STUDENT FEE FUND

Balance \$0

TOTAL OF COMBINED ACCOUNTS \$1,429,412.24

GENERAL REIMBURSEMENT FUND

Checking account \$6,832.91

ACTIVITY FUND

Balance \$75,370.36

COOPERATIVE FUND

Balance \$33.50

Treasurer's Report
LUNCH FUND
At the close of Business January 29, 2021

Cash Balance December 31, 2020	\$47,644.66
Receipts for January	\$ 3,694.93
Disbursements for January	\$18,670.92
Cash Balance January 29, 2021	\$32,668.67
Ending Bank Balance January 29, 2021	\$32,668.67

Expenditures for February

Payroll	\$10,643.58
Accounts Payable	\$10,619.97
Total	\$21,263.55

Bancroft-Rosalie Coop Committee

BRLD Coop Proposal

2021-22

High School

Continue BRLD Coop in Following sports

Football
Cross Country
Wrestling
Boys Track
Girls Track
Boys Golf

Dissolve Coop in following sports

Volleyball
Girls Basketball
Boys Basketball

Other Coop Sports

Girls Golf	TC Thunder
Softball	NEN Vipers
Bowling	TC Thunder
Baseball	TC Thunder

Junior High

Continue BRLD Coop in Following sports

Cross Country
Wrestling
Boys Track
Girls Track

Have separate teams

Football
Volleyball
Girls Basketball
Boys Basketball

Board Member _____ introduced the following resolution and moved its adoption:

Resolution Dissolving Cooperative Sponsorship Agreement

Whereas, the school districts of Bancroft-Rosalie and Lyons-Decatur have a two year Cooperative sponsorship agreement for high school Volleyball and Girls and Boys Basketball,

Whereas, each school district now has enough Volleyball and Girls and Boys Basketball team members to have their own teams.

NOW, THEREFORE, BE IT RESOLVED by the School Board of school district No. 20-0020, As follows:

1. That the cooperative sponsorship agreement for high school Volleyball and Girls and Boys Basketball be dissolved for the 2021-22 school year; and
2. That this resolution shall be effective only if a similar dissolution action is also taken by the governing body of Lyons-Decatur Public Schools.

The motion for adoption of the foregoing resolution was duly seconded by Board Member _____ and upon vote being taken, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Chairman, Board of Education

Superintendent

School

To the Lyons-Decatur Board of Education and Administration:

As a vested organization in the BRLD coop, the Wolverine Youth Sports organization would like to take this time to share our thoughts on the BRLD coop and show our support for the continuation of this joint venture.

First, we would like to share the numbers of participants we have in our youth sports program this school year. Statistically, trends show that as youth athletes move into high school, athletic participation numbers decrease due to a loss of interest or an investment into other opportunities that are now available. Therefore, it is our belief that as our current youth moves into high school, our two schools will continue to need each other to fill highly competitive teams.

Youth Girls Volleyball Numbers 2020-2021:

3rd Grade: BR 9, LD 4
4th Grade: BR 7, LD 6
5th Grade: BR 9, LD 6
6th Grade: BR 4, LD 6

Youth Football Numbers 2020-2021:

3rd Grade: BR 3, LD 3
4th Grade: BR 6, LD 7
5th Grade: BR 6, LD 5
6th Grade: BR 9, LD 5

Youth Girls Basketball Numbers 2020-2021:

3rd Grade: BR 7, LD 4
4th Grade: BR 7, LD 4
5th Grade: BR 7, LD 4
6th Grade: BR 3, LD 5

Youth Boys Basketball Numbers 2020-2021:

3rd Grade: BR 2, LD 2
4th Grade: BR 3, LD 3
5th Grade: BR 5, LD 3
6th Grade: BR 7, LD 5

Youth Wrestling Numbers 2020-2021:

K: BR 2, LD 5	5: BR 3, LD 0
1: BR 5, LD 3	6: BR 0, LD 0
2: BR 0, LD 2	7: BR 1, LD 0
3: BR 0, LD 0	8: BR 2, LD 4
4: BR 3, LD 2	

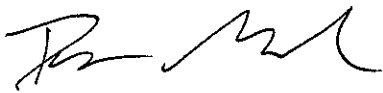
Our youth organization is incredibly proud of all the hard work, dedication, and time our student-athletes, parents, volunteers, coaches, and communities have put into not only our youth program but the entire BRLD coop as a whole. Our kids have formed great relationships that transcend their time on the court/field. We also believed the increased competitiveness has been good for our student-athletes. Competition breeds success: the lesson of hard work and commitment has been good for our youth.

As you discuss the coop's future, we hope you consider what is in the best interest of our youth and our communities. Please let us know if there is anything we can do to help make this coop a continued success.

Thank you for your time,
Wolverine Youth Sports Committee
Derick Buck, Kristin Petersen, and Leah Miller

February 3rd, 2021

I, Daniel Maresh, hereby resign from my position as the K-12 Art Educator and Head Football Coach at Lyons-Decatur Northeast. I want to take this time to thank the school board and administration for the opportunity to work here over the last 14 years. During that time, I have received tremendous guidance and support that has helped me grow as a person, educator, and coach. Finally, I wish nothing but the best for the students, teachers, community, and the continued success of Lyons-Decatur Northeast and the BRLD Sports Co-op.

A handwritten signature in black ink, appearing to read 'Dan Maresh', written in a cursive style.

Dan Maresh

**AGREEMENT FOR 2021-2022
ESU #2 TITLE I COOPERATIVE**

WHEREAS, School District of Lyons Decatur Northeast, wishes to be a part of the Educational Service Unit No. 2 (hereinafter referred to as ESU 2) ESSA Title I Cooperative for the 2021-2022 grant year.

In consideration for providing the ESSA Title 1, Part A services, the District authorizes the ESU 2 ESSA Title 1 Cooperative to receive and disburse all ESSA Title 1, Part A funds allocated to the District for the 2021-2022 grant year as described below.

ESU 2 will act as the administrative and fiscal agent for the District and the Cooperative and hereby agrees to:

1. Furnish the administrative personnel and handle all administrative duties in managing the Cooperative.
2. Assume the responsibility of preparing the application, budget and perform all financial accounting and submissions as necessary to manage the Cooperative's operations.
3. Assist in the development of the respective program for the District based on the funds available to the District.
4. Provide three professional development in-services for the participating District.
5. Coordinate the purchasing of materials for the district with available monies.
6. Reimburse the district on a timely basis.

In consideration, therefore, the District will:

1. Release all ESSA Title I, Part A funds allocated to ESU 2.
2. Permit ESU 2 to use 8 percent of the allocation funds for its administration of the program.
3. Assume the responsibility of hiring and evaluating ESSA Title 1 staff. Payroll, workman's compensation and unemployment insurance will be the responsibility of the District. Documentation for ESSA Title 1, Part A disbursements will be provided to ESU 2 in a timely manner.
4. Assist the program coordinator in all aspects of the ESSA Title I program.
5. Provide release time for teachers to attend three pre-scheduled in-service meetings.
6. Conform to all rules and regulations for the Title I programs as set forth by Federal and/or Nebraska legislation.
7. Assume the responsibility of hiring, evaluating, and terminating the ESSA Title I staff and program if the Title I program is terminated at the end of the 2020-2021 school year.
8. Assume the responsibility for providing accurate and complete information regarding the payment of district claims.
9. Final payment requests due no later than July 1, 2022

Signed: _____
Superintendent

Date

Signed: _____
Dr. Ted DeTurk, Administrator

Date

**PRINCIPAL'S CONTRACT OF EMPLOYMENT
LYONS-DECATUR NORTHEAST SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Lyons-Decatur Northeast Schools**, legally known as **Burt County School District 11-0020**, and referred to as "the Board" and "the School District" respectively, and **Brenda Totten**, referred to herein as "the Principal". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1: Terms of Contract.

The Principal shall be employed beginning July 26, 2021, and expiring on June 15, 2022. The term shall consist of all days except Saturdays and Sundays and any regular scheduled school holidays. Exception: The principal may be expected to work some Saturdays during scheduled Saturday school functions.

Section 2. Renewal of Contract.

Unless the Superintendent recommends the nonrenewal, termination, amendment, and/or cancellation of this contract, the contract will automatically renew for a period of **one contract year**, as defined in Section 1, from and after the expiration date provided in Section 1 of this contract.

Section 3. Salary. The Principal's salary for the contract year shall be \$92,800, which shall be paid in 12 equal monthly installments beginning in the month of August 2020. The Board shall not reduce the Principal'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. The Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Principal and Board may agree.

Section 5. Professional Status. The Principal affirms that he 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, he will hold a valid and appropriate certificate to act as a principal in the State of Nebraska which he will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Principal for any service performed prior to the date that he registers his certificate. The Principal represents that: (1) all information he provided in connection with his 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, he will advise the Board immediately; (2) he 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) he has not had any professional licenses or certificates suspended or revoked.

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

Section 7. Nonrenewal, Termination, Cancellation or Mid-Term Amendment. Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may not renew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal'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 Principal's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal under Neb. Rev. Stat. Section 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 school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's 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.

Section 8. Disability. If the Principal is unable to perform his duties by reason of illness, accident or other disability beyond his 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 his 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 Principal under any insurance coverage furnished by the district.

Section 9. Transportation. The Board shall provide the Principal with transportation or reimburse him for mileage required in the performance of his official duties at the current federal mileage rate.

Section 10. Fringe Benefits. The Board shall provide the Principal with the following fringe benefits:

- a. Health Insurance.** Family health insurance that is provided 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 Fifty-Thousand Dollars (\$50,000).
- d. Sick Leave.** The Principal shall be entitled to 10 days of sick leave per year which may accumulate to a total of Fifty (50) days. Sick leave may only be

used for personal illness or as otherwise provided in District policy. The Principal shall keep complete and accurate records of his sick days. The Principal shall be compensated for unused sick leave under the current Certified Staff Negotiated Agreement.

- e. Personal Leave.** The Principal is entitled to three personal days per year which may accumulate to a total of four days. Unused personal days will be paid out per the current Certified Staff Negotiated Agreement.
- f. Disability Insurance.** The Principal shall purchase long-term disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- g. Professional Development.** The Principal is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he 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 Principal attends a national convention and does not return following the initial year of employment as Principal, the Principal agrees to repay the District in full for national convention expenses paid by the District.
- h. Expense Reimbursement.** The Board shall pay or reimburse the Principal 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.

Section 11. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Principal 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 12. Compensation Upon Termination and Credit for Accrued Personal Days. 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 Principal shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract. He shall be paid for any unused Personal days at the current Certified Staff Negotiated Agreement in effect at the termination of employment.

Section 13. Evaluation. The Superintendent shall evaluate the Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

Section 14. Legal Actions. The Board will support the Principal if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his performance of his duties or his position as Principal of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes 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 his conduct was unlawful.

Section 15. Physical or Mental Examination. The Principal agrees that, at the request of the Board or Superintendent, he 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 the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Principal is able to perform the "essential functions" of his position.

Section 16. 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 17. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board.

Section 18. 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.

Section 19. Deadline. 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 on or before MARCH 15, 2021 at 4:00 P.M. shall constitute a rejection by the Principal of the offer of employment.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this ___ day of _____, 2021.

President, Board of Education

Secretary, Board of Education

Executed by the Principal this ___ day of _____, 2021.

Principal

**PRINCIPAL'S CONTRACT OF EMPLOYMENT
LYONS-DECATUR NORTHEAST SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Lyons-Decatur Northeast Schools**, legally known as **Burt County School District 11-0020**, and referred to as "the Board" and "the School District" respectively, and **Weston Swanson**, referred to herein as "the Principal". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1: Terms of Contract.

The Principal shall be employed beginning July 26, 2021, and expiring on June 15, 2022. The term shall consist of all days except Saturdays and Sundays and any regular scheduled school holidays. Exception: The principal may be expected to work some Saturdays during scheduled Saturday school functions.

Section 2. Renewal of Contract.

Unless the Superintendent recommends the nonrenewal, termination, amendment, and/or cancellation of this contract, the contract will automatically renew for a period of **one contract year**, as defined in Section 1, from and after the expiration date provided in Section 1 of this contract.

Section 3. Salary. The Principal's salary for the contract year shall be \$82,490, which shall be paid in 12 equal monthly installments beginning in the month of August 2020. The Board shall not reduce the Principal'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. The Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Principal and Board may agree.

Section 5. Professional Status. The Principal affirms that he 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, he will hold a valid and appropriate certificate to act as a principal in the State of Nebraska which he will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Principal for any service performed prior to the date that he registers his certificate. The Principal represents that: (1) all information he provided in connection with his 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, he will advise the Board immediately; (2) he 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) he has not had any professional licenses or certificates suspended or revoked.

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Section 8. Disability. If the Principal is unable to perform his duties by reason of illness, accident or other disability beyond his 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 his 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 Principal under any insurance coverage furnished by the district.

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- a. Health Insurance.** Family health insurance that is provided 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 Fifty-Thousand Dollars (\$50,000).
- d. Sick Leave.** The Principal shall be entitled to 10 days of sick leave per year which may accumulate to a total of Fifty (50) days. Sick leave may only be

used for personal illness or as otherwise provided in District policy. The Principal shall keep complete and accurate records of his sick days. The Principal shall be compensated for unused sick leave under the current Certified Staff Negotiated Agreement.

- e. Personal Leave.** The Principal is entitled to three personal days per year which may accumulate to a total of four days. Unused personal days will be paid out per the current Certified Staff Negotiated Agreement.
- f. Disability Insurance.** The Principal shall purchase long-term disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- g. Professional Development.** The Principal is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he 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 Principal attends a national convention and does not return following the initial year of employment as Principal, the Principal agrees to repay the District in full for national convention expenses paid by the District.
- h. Expense Reimbursement.** The Board shall pay or reimburse the Principal 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.

Section 11. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Principal 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 12. Compensation Upon Termination and Credit for Accrued Personal Days. 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 Principal shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract. He shall be paid for any unused Personal days at the current Certified Staff Negotiated Agreement in effect at the termination of employment.

Section 13. Evaluation. The Superintendent shall evaluate the Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

Section 14. Legal Actions. The Board will support the Principal if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his performance of his duties or his position as Principal of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes 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 his conduct was unlawful.

Section 15. Physical or Mental Examination. The Principal agrees that, at the request of the Board or Superintendent, he 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 the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Principal is able to perform the "essential functions" of his position.

Section 16. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

Section 17. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board.

Section 18. 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.

Section 19. Deadline. 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 on or before MARCH 15, 2021 at 4:00 P.M. shall constitute a rejection by the Principal of the offer of employment.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this ___ day of _____, 2021.

President, Board of Education

Secretary, Board of Education

Executed by the Principal this ___ day of _____, 2021.

Principal