

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

**TENTATIVE
REGULAR MEETING
BOARD AGENDA**

**December 12, 2022
7:30 PM**

1. Call Meeting to Order
2. Reports and Information from Administration
 - 2.A. Superintendent's Report
 - 2.B. Principal Report
 - 2.C. Building/Grounds Report
3. Action Items (Discuss, Consider, May take action on the following)
 - 3.A. Routine Business - Consent Agenda
 - 3.A.1. Excuse Absent Board Members (as necessary)
 - 3.A.2. Minutes
 - 3.A.3. Treasurers Report
 - 3.A.4. Claims
 - 3.B. Enter into executive session to discuss negotiations.
 - 3.C. Approve the LDEA 2023-2024 negotiated agreement.
 - 3.D. Approve the 2023-2025, 2 year Superintendent Contract.
 - 3.E. Approve the builders risk insurance with Public Risk Management for the renovation and addition project.
4. Future Meeting Dates
5. Adjournment

Suggested List of Motions

December 12, 2022

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

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

2. It was moved by _____, seconded by _____
To approve the Consent Agenda items:
 1. Excuse Absent Board Members (if necessary)
 2. Minutes
 3. Treasurers Report
 4. General Fund Claims
 5. Lunch Fund Claims
 6. Special Building ClaimsRoll Call: Aye: _____ Nay: _____

3. It was moved by _____, seconded by _____
To enter into executive session to discuss negotiations at _____ p.m.
Roll Call: Aye: _____ Nay: _____

4. It was moved by _____, seconded by _____
To come out of executive session at _____ p.m.
Roll Call: Aye: _____ Nay: _____

5. It was moved by _____, seconded by _____
Approve the 2023-2024 negotiated agreement.
Roll Call: Aye: _____ Nay: _____

6. It was moved by _____, seconded by _____
Approve the 2023-2025, 2-year Superintendent Contract.
Roll Call: Aye: _____ Nay: _____

7. _____ adjourned the meeting at _____ P.M.



LYONS-DECATUR NORTHEAST

400 SOUTH 5TH PO BOX 526
LYONS, NEBRASKA 68038-0526
PHONE NUMBER: 402-687-2363
FAX NUMBER: 402-687-2472

Superintendent Board Report December 12, 2022

1. Mrs. Bacon, Mrs. Christiansen, Mrs. Miller Mr. Petersen, Mr. Vlach, and I were able to attend the NASB conference in Omaha on November 16th – 18th. There were a lot of great sessions, and it provided optimal time for networking.
2. The annual report for 2021-2022 is attached.
3. I attended the Legislative preview on December 1st in Lincoln. We were given presentations by Stand for Schools, Senator Kolterman, Senator Williams, OpenSky Policy Institute, and Governor-Elect Pillen. There was a lot of valuable discussion about topics and bills that will be coming this session. It was also great to be part of an opening dialogue with the new governor.

Lisa is scheduled to review the bills for January and Corey is scheduled for February.

Lyons-Decatur Northeast School
Annual Report Card
2021-2022

Financial:

Total 2021-22 General Fund Expenditures	\$5,190,481
Expenditures for Instruction	53%
Expenditures for Support Services.....	31%
Expenditures for Operations/Maintenance.....	6%
Expenditures for Transportation.....	4%
Expenditures for State/Federal/Adult Ed.....	6%
Revenue from Local/County	5%
Revenue from State	17%
Revenue from Federal	6%
Revenue from Property Taxes	72%

Demographic:

Lyons-Decatur Northeast is classified as a Class III accredited school by the Nebraska Department of Education. The school district is comprised of 143.0 square miles with Burt County have 115.7 square miles, Cuming 3.2, and Thurston 24.1. There is one educational center located in Lyons, providing instruction in grades PS – 12.

Facilities:

Main building constructed in 1907 with additions in 1930, 1950, 1963, 1978, and 1996. Construction began November of 2022 on a new addition and renovations.

Transportation:

Number of students transported (avg.).....	73
Number of families paid for transportation	23
Transportation Costs.....	\$230,354

Faculty:

Number of Professional Staff.....	29
Professional staff with master’s degree	17
Professional staff with hours past B.A.	8
Professional staff with B.A.	4
Average years of experience in this system.....	18.41
Number of teaching days.....	178
Number of Professional Development Days.....	7
Average Salary	\$57,987

Teachers are evaluated at least one time each year using the written evaluation plan and procedure approved by the board. All probationary teachers are evaluated once each semester for three years.

Curriculum:

Curriculum is evaluated and updated annually by school staff. IEPs are developed and written by parents and teachers for all students verified in Special Education Programs. Learning is assessed in classrooms utilizing NSCAS Growth, Fastbridge, and classroom tools.

Technology: All students have access to classroom computers or tablets and internet.

Target Goals:

“Empower all students to achieve”

We Believe:

- ...all people have strengths.
- ...all people can learn.
- ...education must adapt to societal needs.
- ...learning is a lifelong process.
- ...all people benefit from a safe, positive, and respectful environment.
- ...education is a cooperative responsibility of students, families, school, and community.
- ...all people need to develop foundational skills.

We challenge you to excel academically and to prepare yourself for the future. We encourage you to participate in our activity programs to grow physically, emotionally, and socially. Your success at LDNE lies in your effort and involvement, you will be faced with challenges, experience success, and encounter setbacks. In each instance you will learn valuable lessons for life. You will be challenged to set goals, make a commitment, and work hard to achieve. The faculty and administration are all here to encourage and assist all students. In everything you do, do your best.

	State	LDNE
Free/Reduced Meals	41.31%	41.84%
Special Education	15.92%	20.00%
Mobility Rate	4.22%	3.35%
Attendance	92.28%	95.16%

**AQUESTT District Rating:
EXCELLENT**

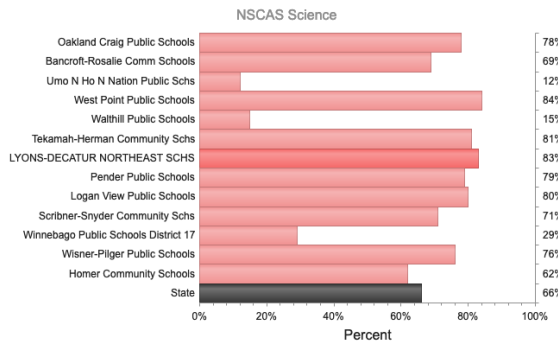
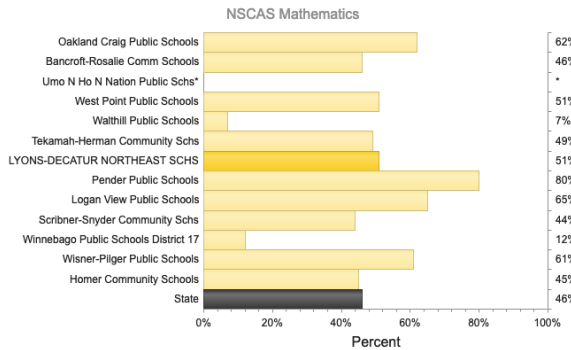
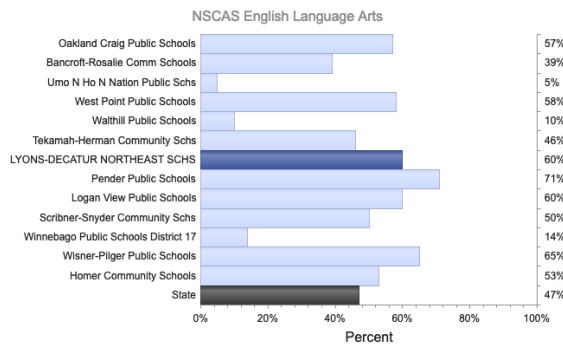
For more information go to:
<https://nep.education.ne.gov/>

Lyons-Decatur Northeast School Annual Report Card 2021-2022

Elementary Students

Grade	PK	K	1	2	3	4	5	6	Total
Enrollment	27	15	16	19	22	16	22	19	156

Contracted Out 0
 Average Class Size 17.3
 Pupil-Classroom Teacher Ratio:
 General Education 14-1
 Title 1 School wide program



Secondary Students

Grade	7	8	9	10	11	12	Total
Enrollment	22	20	24	30	17	13	126

Contracted Out 1
 Pupil-Classroom Teacher Ratio:
 General Education 12-1

Required Credits:
 English 40
 Math 30
 Science 30
 Social Studies 35
 Careers 10
 Personal Health and Fitness 10
 Speech 5
 Required credits for graduation 230

Course Offerings available by LDNE staff:
 Number of course offerings grades 7-8 20
 Number of course offerings grades 9-12 70
 Number of instructional units required by State 340
 Number of instructional units offered 580
 Language Arts 70
 Social Studies 45
 Math 100
 Science 95
 Foreign Language 40
 Career Education 120
 Health & Physical Education 40
 Visual & Performing Arts 70

College Credit Offerings:
 The students at LDNE have a variety of opportunities to take dual and college credit courses while enrolled in our high school. We offer courses through P2T (in Computer Science, Construction, Education, Health Science, CDL, and Welding), dual credit English, dual credit Science, and a variety of online courses through WSC, UNL, Dakota Wesleyan, Northeast, etc. Our seniors also have the ability to enroll in Fridays at Northeast and Fridays at WSC.

Graduates:
 Received Scholarships 7
 Amount of Scholarships Earned \$476,279
 Pursuing Post-High School Education
 4-year college 5
 2-year college 5
 Armed Services 1
 Employment 1

ACT Data – Class of 2023

	ELA	Math	Science
Lyons-Decatur	16.5	18.0	17.4
State	16.7	17.7	18.1

Suggested List of Motions

December 12, 2022

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

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

2. It was moved by _____, seconded by _____
To approve the Consent Agenda items:
 1. Excuse Absent Board Members (if necessary)
 2. Minutes
 3. Treasurers Report
 4. General Fund Claims
 5. Lunch Fund Claims
 6. Special Building ClaimsRoll Call: Aye: _____ Nay: _____

3. It was moved by _____, seconded by _____
To enter into executive session to discuss negotiations at _____ p.m.
Roll Call: Aye: _____ Nay: _____

4. It was moved by _____, seconded by _____
To come out of executive session at _____ p.m.
Roll Call: Aye: _____ Nay: _____

5. It was moved by _____, seconded by _____
Approve the 2023-2024 negotiated agreement.
Roll Call: Aye: _____ Nay: _____

6. It was moved by _____, seconded by _____
Approve the 2023-2025, 2-year Superintendent Contract.
Roll Call: Aye: _____ Nay: _____

7. It was moved by _____, seconded by _____
Approve the builders risk insurance with Public Risk Management for the renovation and addition project.
Roll Call: Aye: _____ Nay: _____

8. _____ adjourned the meeting at _____ P.M.

Principal Report - December 2021 Board Meeting

A. Calendar - Upcoming Events

Elementary Holiday Program-----Monday, December 12
Secondary Holiday Program-----Thursday, December 15
Last Day for Elementary Students-----Tuesday, December 20
Last Day for Secondary Students-----Thursday, December 22nd
Staff Inservice-----Tuesday, January 3
Students Return-----Wednesday, January 4

B. Professional Development

- **November 16th** - Rachel Dolezal and Jill Anderson attended LETRS (Science of Reading) Training @ ESU2
- **November 30th** - PAWS Staff met throughout the day to work on club and activity ideas, lesson plan and prep materials for 2nd semester
- **November 30th**- Elementary Staff worked on Social Studies Curriculum
- **December 7th**- Secondary staff worked on curriculum- Mr. Knaak, Mr. Altiz, Mr. Shatto, Mr. Stemen and Mr. Swanson met with Wayne State College to discuss our strength and conditioning program.

C. Other

- Thursday, December 7th - PK-12 Cougar Culture Activity @ 1:00, Christmas Trivia and Celebration of Successes
- Thursday, December 8th - Elementary Classrooms participated in a virtual field trip/ assembly titled "It's a Bird".
- Wednesday, November 30th- We hosted district One-Act- We placed 2nd!
- Congratulations to Braxton Watson and Alexander Timm for being recognized at The 25th Annual Commissioner's Recognition for Student Excellence in Career and Technical Education held in the Rotunda at the Nebraska Capitol Building. They were recognized for placing 5th in their category for the Agriscience Fair at the National FFA Convention.

The Board of Education of the Lyons-Decatur School District No. 20 met in a special session on Monday, November 14, 2022, on the football practice field. 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. Present were Archer, Bacon, Brehmer, Christiansen, Miller, Myers, Petersen, Troutman, and Vlach.

Posted Locations: Lyons-Mirror Sun, lyonsdecaturschools.org, front door of the school
Posted Date: November 3, 2022

Lisa Christiansen opened the meeting at 2:01 p.m.

The groundbreaking ceremony was held.

Lisa Christiansen closed the meeting at 2:14 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, November 14, 2022, 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. Present were Archer, Bacon, Brehmer, Christiansen, Miller (arrived at 7:34 p.m.), Myers, Petersen, Troutman, and Vlach. The open meeting laws are posted on the library wall.

Posted Locations: Lyons-Mirror Sun, lyonsdecaturschools.org, front door of the school

Posted Date: November 3, 2022

Lisa Christiansen opened the meeting at 7:32 p.m.

American Civics Committee reported an annual update of our September 12th committee meeting. Public comment was opened following.

Mrs. Shandra Carr addressed the Board.

Superintendent Report: The class of 2017, 5-year post high school data report was shared. We have been working with Piper Sandler and the Nebraska Liquid Asset Fund to invest our bond proceeds at a higher interest rate while construction is ongoing. We had our Rule 10 annual safety visit and review on October 3rd, the report was presented.

Principal Report: We would like to recognize the LDNE boys' cross-country team for their representation at the Nebraska State Cross Country Meet; extending a special congratulations to Caleb Schlichting for his 11th place medal. We had 12 students attend the National FFA convention in Indianapolis: extending a special congratulations to Layne Miller on earning his American FFA Degree and Alexander Timm and Braxton Watson for their 5th place finish in the Agriscience Fair (Power Structure and Technical Systems). We were able to take advantage of some fair October weather and all K-12th grade students went out into both Lyons and Decatur to pick up trash. Our K-6 students attended a virtual assembly hosted by the UNL Biological Science Department. End of season reports for fall activities were shared with the board.

Building and Grounds Committee reported that per the meeting with Boyd Jones and Clark & Enersen on Monday, October 31st the construction project is on schedule and on budget.

It was moved by James Vlach, seconded by Chad Brehmer, 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
Aye: 9, Nay: 0

It was moved by Jaime Bacon, seconded by Evan Myers, to approve the 2021-2022 school district audit. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by James Vlach, seconded by Evan Myers, to go into executive session at 7:56 PM to discuss the Superintendent's evaluation and contract. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

It was moved by James Vlach, seconded by Chad Brehmer, to come out of executive session at 8:26 PM. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye
Aye: 9, Nay: 0

Upcoming Meetings: Regular Board Meeting, Monday, December 12, 2022, at 7:30 p.m., following the elementary music program.

Lisa Christiansen closed the meeting at 8:36 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 November 30, 2022

Cash Balance on October 31, 2022 -638.92

Receipts for November 2022

Burt County	\$ 39,423.51
Other County	\$ 17,681.87
Computer fees	\$ 35.00
ESU #2, ITA Grant	\$ 270.00
State of NE - Title I	\$ 39,775.00
Village of Decatur	\$ 1,200.00
State of NE - High Ability Grant	\$ 3,782.00
State Aid	\$ 3,577.00
Interest	\$ 0.24

Total Receipts	\$ 105,744.62
Account Transfers	\$ 344,000.00
Disbursements	\$ 448,689.77

Cash Balance as of November 30, 2022	415.93
Outstanding Checks/deposits	\$ 1,539.31
Ending Bank Balance as of November 30, 2022	\$ 1,955.24

SAVINGS BALANCE Beginning: \$1,044,674.08 ENDING BALANCE \$701,303.98

Beth Doht
Treasurer

COMBINED ACCOUNT BALANCES
Depreciation, Employee Benefit Fund, Bond, Special Building, and Student Fee
Fund
As of November 30, 2022

DEPRECIATION FUND

Balance \$138,077.62

EMPLOYEE BENEFIT FUND

Balance \$19,529.50

BOND FUND

Balance \$0

SPECIAL BUILDING FUND

Balance \$1,290,965.30

NE Liquid Assets Balance \$21,018,137.99

STUDENT FEE FUND

Balance \$0

TOTAL OF COMBINED ACCOUNTS \$22,466,710.41

GENERAL REIMBURSEMENT FUND

Checking account \$11,413.20

ACTIVITY FUND

Balance \$103,690.79

Treasurer's Report
LUNCH FUND

At the close of Business November 30, 2022

Cash Balance October 31, 2022	\$53,066.46
Receipts for October	\$37,729.38
Disbursements for October	\$27,603.51
Cash Balance October 31, 2022	\$53,066.46
Ending Bank Balance October 31, 2022	\$53,066.46

Expenditures for December

Payroll	\$11,912.95
Accounts Payable	\$16,219.29
Total	\$28,132.24

Check #	Vendor Name	Invoice	Description	Amount
Checking	1			
Checking	1	Fund: 01	GENERAL FUND	
26719	AMAZON	437783445476	PAWS REFUND	(10.85)
26719	AMAZON	447583448366	BATTERIES	18.98
26719	AMAZON	447743843754	CUSTODIAL-BATTERY	7.99
26719	AMAZON	449348659894	PAWS SUPPLIES	296.29
26719	AMAZON	449958685746	MATH-COMPASSES	55.95
26719	AMAZON	485594994868	PAWS SUPPLIES	152.19
26719	AMAZON	495869595648	MAGNETIC BOARD-OFFICE	29.81
26719	AMAZON	497995534455	PAWS SUPPLIES	280.02
26719	AMAZON	538689485674	GUIDANCE SUPPLIES	83.97
26719	AMAZON	585848658857	PAWS SUPPLIES	428.84
26719	AMAZON	635587678933	CLOCKS, DOOR JAM, OFFICE CHAIR	229.51
26719	AMAZON	658895833968	PAWS BOOKS	42.51
26719	AMAZON	663936968674	DRY ERASE LABELS	39.00
26719	AMAZON	677676398474	PAWS SUPPLIES	5.95
26719	AMAZON	679733436537	PAWS SUPPLIES	9.77
26719	AMAZON	685643893577	LAMINATING FILM	143.52
26719	AMAZON	689389856344	PAWS SUPPLIES	16.19
26719	AMAZON	693966635885	CHAIRS-KINDERGARTEN	285.78
26719	AMAZON	739893447975	PAWS SUPPLIES	27.62
26720	AMAZON	769834767665	PAWS SUPPLIES	25.80
26720	AMAZON	776843459449	PAWS BOOKS	9.07
26720	AMAZON	777479657966	REFUND-WALL MOUNT SHELVES	(272.94)
26720	AMAZON	836436477499	PAWS SUPPLIES	18.48
26720	AMAZON	846934555598	PAWS SUPPLIES	366.72
26720	AMAZON	854559855693	MAGNIFYER	26.98
26720	AMAZON	858954536664	CUSTODIAL SUPPLIES	30.48
26720	AMAZON	864386769968	PAWS SUPPLIES	33.82
26720	AMAZON	869885854684	PAWS SUPPLIES	17.06
26720	AMAZON	938373775377	GUIDANCE SUPPLIES	265.68
26720	AMAZON	955978439368	PAWS SUPPLIES	9.18
26720	AMAZON	968486589978	PAWS CREDIT	(8.07)
			Vendor Total:	2,665.30
26721	APPEARA	0815189	SUPPLIES	68.85
26721	APPEARA	811054	SUPPLIES	233.45
26721	APPEARA	S0810470	WET MOP PAD	31.57
			Vendor Total:	333.87
26722	APPLE INC	AK20796240	SPED IPAD-COMMUNICATION TOOL FOR STUDENT	299.00
			Vendor Total:	299.00
26723	BEAUDETTE, LINDSEY	20221130BEAU	TRAVEL EXP	209.99
			Vendor Total:	209.99
26724	BURT COUNTY CLERK	20221108BURT	ELECTION COSTS	436.14
			Vendor Total:	436.14
26725	CAPSTONE BEHAVIORAL HEALTH	20221127	PROFESSIONAL SERVICES	180.00
			Vendor Total:	180.00
26726	CHICAGO DISTRIBUTION CENTER	11647697	ADV ALGEBRA	71.00
			Vendor Total:	71.00
26727	CITY OF LYONS	2022	20221110CITY	5,974.71
			Vendor Total:	5,974.71
26728	CLASSIC CLEAN CARWASH	20221031CCLE AN	VAN WASHES	46.00
			Vendor Total:	46.00
26729	CNA AUTO SERVICES	66554	GRAY VAN SERVICE	111.64
26729	CNA AUTO SERVICES	66600	SILVER MINI-FUEL INJECTORS,	1,513.61

Check #	Vendor Name	Invoice	Description	Amount
			PLUGS	
26729	CNA AUTO SERVICES	66602	TRUCK TIRE REPAIR	26.35
26729	CNA AUTO SERVICES	66630	WIPER BLADE	14.52
26729	CNA AUTO SERVICES	66646	SUPPLY	6.10
26729	CNA AUTO SERVICES	66649	BUS 20 - FLUIDS	171.50
26729	CNA AUTO SERVICES	66693	EXHAUST FLUID	35.88
26729	CNA AUTO SERVICES	66706	TRUCK SUPPLIES	81.20
26729	CNA AUTO SERVICES	66709	VAN 1 SERVICE	182.47
26729	CNA AUTO SERVICES	66710	VAN 2 SERVICE	85.19
26729	CNA AUTO SERVICES	66718	VAN 4 SERVICE	62.79
26729	CNA AUTO SERVICES	66723	INSPECTIONS	1,280.00
			Vendor Total:	3,571.25
26730	CORNER DRUG STORE	27810	EPI PENS	21.06
			Vendor Total:	21.06
26731	EAKES OFFICE SOLUTIONS	INV410164	E-GOLDFAX	59.67
			Vendor Total:	59.67
26732	EDUCATIONAL SERVICE UNIT #2	ADMIN1117-3	TITLE I ADMIN FEE	3,686.00
26732	EDUCATIONAL SERVICE UNIT #2	PD1109-3	ART CADRE-SD	25.00
			Vendor Total:	3,711.00
26733	FIRST NATIONAL BANK OMAHA	20221130FNBO	TRAVEL EXP, GOOGLE, ENG APP	740.36
			Vendor Total:	740.36
26734	FRANCISCAN HEALTHCARE	20221130FRAN CISCAN	PT SERVICES	1,714.26
			Vendor Total:	1,714.26
26735	HANDS OF HEARTLAND	11012022	OCT SERVICES	1,026.45
			Vendor Total:	1,026.45
26736	HOHUM DESIGNS	20220816HOHU M	PENNANTS	247.89
			Vendor Total:	247.89
26737	HOLIDAY INN-KEARNEY	388238	AD MEETING	219.90
			Vendor Total:	219.90
26738	HOME DEPOT PRO, THE	710273293	CREDIT ON RETURN	(60.45)
26738	HOME DEPOT PRO, THE	717269112	REPAIR VACUUM	54.00
26738	HOME DEPOT PRO, THE	717269120	FILTERS	63.45
			Vendor Total:	57.00
26739	HOMETOWN LEASING	20221201HOME T	COPIER LEASE	691.87
			Vendor Total:	691.87
26740	J W PEPPER & SONS, INC	364757573	ELEM BAND MUSIC	62.99
			Vendor Total:	62.99
26741	JENSEN PLUMBING & HEATING	20221111JENS	FILTERS/LIBRARY HEAT	305.51
			Vendor Total:	305.51
26742	KB'S MINI MART, INC.	20221130KBS	GAS/FUEL	4,196.76
			Vendor Total:	4,196.76
26743	KNAAK, BRUCE	20221130KNAK	MILEAGE	420.00
			Vendor Total:	420.00
26744	KSB SCHOOL LAW	13077	LEGAL SERVICES	190.00
			Vendor Total:	190.00
26745	LINCOLN MARRIOTT CORNHUSKER	20221118CORN HUSKER	ALL STATE ROOMS	672.00
			Vendor Total:	672.00
26746	LYONS MIRROR SUN	229332	LEGAL NOTICE	6.30
26746	LYONS MIRROR SUN	229979	NOTICES	73.57
26746	LYONS MIRROR SUN	230144	NOTICES	13.95
			Vendor Total:	93.82
26747	LYONS SAVEMORE MARKET	20221130SAVE	SUPPLIES	94.81
			Vendor Total:	94.81

Check #	Vendor Name	Invoice	Description	Amount
26748	LYONS-DECATUR LUNCH PROGRAM	20221116LD	STAFF LUNCH	165.30
			Vendor Total:	165.30
26749	MACKIN	776179	LIBRARY BOOKS	319.83
26749	MACKIN	776181	LIBRARY BOOKS	329.79
26749	MACKIN	776405	ELEM LIBRARY BOOKS	162.88
			Vendor Total:	812.50
26750	MATHESON TRI-GAS, INC	52094479	SUPPLIES	396.25
			Vendor Total:	396.25
26751	MEL'S SMALL ENGINES	826-941	SERVICE SNOW BLOWER	37.50
			Vendor Total:	37.50
26752	N C S A	74644	LEGISLATIVE PREVIEW	120.00
			Vendor Total:	120.00
26753	OAKLAND LUMBER LLC	5317	LUMBER	64.54
			Vendor Total:	64.54
26754	ONE SOURCE	PLUS1726-20221130	BACKGROUND CHECKS	99.00
			Vendor Total:	99.00
26755	OPC DIRECT.	1090759	PAPERTOWELS	896.93
			Vendor Total:	896.93
26756	PICKLED PALETTE LLC	4454	PAWS PROJECT	1,107.45
			Vendor Total:	1,107.45
26757	PITNEY BOWES GLOBAL FINANCIAL	3316615662	POSTAGE MACHINE RENT	252.54
			Vendor Total:	252.54
26758	PLUNKETT'S PEST CONTROL	7836496	PEST CONTROL	57.51
			Vendor Total:	57.51
26759	PRIORITY COMMUNICATIONS & SOLUTIONS, INC	5129	PORT TO IP SYSTEM	213.75
			Vendor Total:	213.75
26760	QUILL CORPORATION	28665707	SUPPLIES	57.36
26760	QUILL CORPORATION	28749725	TONER CARTRIDGE	134.89
26760	QUILL CORPORATION	29058471	LESSON PLAN BOOKS	25.99
			Vendor Total:	218.24
26761	RAY'S MIDBELL MUSIC	10682852-1	SAX REEDS	23.99
			Vendor Total:	23.99
26762	ROMANS WIEMER & ASSOCIATES	20221115ROMA NS	AUDIT	7,725.00
			Vendor Total:	7,725.00
26763	SCHOLASTIC LIBRARY PUBLISHING	40006986	TRUEFLIX LIBRARY RENEWAL	747.00
			Vendor Total:	747.00
26764	SIOUX CITY MERCY MEDICAL CLINIC - PP	20221115SCME RCY	DRIVER PHYSICALS	200.00
			Vendor Total:	200.00
26765	STEINY'S GENERAL STORE	20221201STEI N	SUPPLIES	423.03
			Vendor Total:	423.03
26766	TOTTEN, BRENDA	20221031TOTT EN	TRAVEL EXP	100.00
			Vendor Total:	100.00
26767	VOSS LIGHTING	10212996-00	SUPPLIES	27.88
			Vendor Total:	27.88
26768	WASTE CONNECTIONS OF NE, INC.	6455359T054	TRASH REMOVAL	600.37
			Vendor Total:	600.37
26769	ZELLER, AARON	20221019ZELL ER	DRIVER PHYSICAL	100.00
			Vendor Total:	100.00
			Fund Total:	42,701.39
			Checking Account Total:	42,701.39

Check #	Vendor Name	Invoice	Description	Amount
Checking	2	Fund: 08	SPECIAL BUILDING FUND	
1177	BOYD JONES CONSTRUCTION CO.	20221206BJC	CONSTRUCTION SERVICES	153,206.23
			Vendor Total:	153,206.23
1178	CLARK & ENERSEN	8	ARCHITECTURE SERVICES	82,806.40
			Vendor Total:	82,806.40
1179	PUBLIC RISK MANAGEMENT	12633	BUILDERS INSURANCE	19,364.00
			Vendor Total:	19,364.00
			Fund Total:	255,376.63
			Checking Account Total:	255,376.63

Checking	6			
Checking	6	Fund: 06	SCHOOL LUNCH FUND	
9534	AC&R SPECIALISTS	122-0829	ICE/FREEZER	2,351.23
			Vendor Total:	2,351.23
9535	AMAZON	996757666788	SUPPLIES	45.99
			Vendor Total:	45.99
9536	CASH-WA DISTRIBUTING	13590124	FOOD	802.27
9536	CASH-WA DISTRIBUTING	13613883	FOOD	1,389.73
9536	CASH-WA DISTRIBUTING	13613884	FOOD	414.92
			Vendor Total:	2,606.92
9537	HILAND DAIRY FOODS COMPANY LLC	0449249	FOOD	180.32
9537	HILAND DAIRY FOODS COMPANY LLC	0449301	FOOD	459.25
9537	HILAND DAIRY FOODS COMPANY LLC	0449360	FOOD	325.33
9537	HILAND DAIRY FOODS COMPANY LLC	0449416	FOOD	464.30
9537	HILAND DAIRY FOODS COMPANY LLC	0449480	FOOD	325.99
9537	HILAND DAIRY FOODS COMPANY LLC	0449536	FOOD	431.90
9537	HILAND DAIRY FOODS COMPANY LLC	0449651	FOOD	330.17
			Vendor Total:	2,517.26
9538	INNOVATIVE OFFICE SOLUTIONS	4015632	SUPPIES	373.80
			Vendor Total:	373.80
9539	LYONS SAVEMORE MARKET	12012022HLF	FOOD	843.59
			Vendor Total:	843.59
9540	SYSCO FOOD SERVICES	461656107	food	2,202.80
9540	SYSCO FOOD SERVICES	461656108	food	44.67
9540	SYSCO FOOD SERVICES	461666923	food	30.27
9540	SYSCO FOOD SERVICES	461667937	food	2,543.61
9540	SYSCO FOOD SERVICES	461671863	food	(24.36)
9540	SYSCO FOOD SERVICES	461679549	food	2,646.65
9540	SYSCO FOOD SERVICES	461685544	food	36.86
			Vendor Total:	7,480.50
			Fund Total:	16,219.29
			Checking Account Total:	16,219.29

Net Payroll	\$189,599.81
Employee Deductions	82,576.72
District SS/Medicare	20,568.76
District Health/Life/HSA	63,913.16
District Retirement	<u>25,421.17</u>
PAYROLL	\$382,079.62
ACCOUNTS PAYABLE	<u>\$ 42,701.39</u>
TOTAL GENERAL FUND EXPENDITURES	\$424,781.01
SPECIAL BUILDING EXPENDITURES	\$255,376.63
LUNCH FUND	\$ 28,132.24

Secretary, Board of Education

ATTEST:

President, Board of Education

**SUPERINTENDENT'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 #20**, and referred to as "the Board" and "the School District" respectively, and **Mrs. Lindsey Beaudette**, 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 two year(s) beginning on July 1, 2021, and expiring on June 30, 2023. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the 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 **two years** 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 his 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 insure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the contract year shall be \$135,960 which shall be paid in 12 equal monthly installments beginning in the month of July 2022. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. 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 school district shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that she 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, she will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which she 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 Superintendent for any service performed prior to the date that she registers his certificate. The Superintendent 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, she will advise the Board immediately; (2) she 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) she 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 her time, skill, labor and attention to her duties throughout the contract term. She shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to her. By agreement with the Board, she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out her duties and obligations to the school 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. She shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. She is responsible for administering the instruction of students and the business affairs of the school 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 her 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. 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. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with her duties under Section 2 (Renewal of Contract) or Section 15 (Evaluation) shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform her duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than sixty (60) days or if the disability is permanent, irreparable, or of such a

nature as to make performance of her 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 her for mileage required in the performance of her 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 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 Superintendent shall be entitled to ten (10) days of sick leave per year which may accumulate to a total of 45 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, she shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of her sick days and shall provide the Board of Education with a report of his accumulated sick days at least quarterly. The Superintendent shall not be compensated for unused days of sick leave upon the ending of his employment with the District.
- e. **Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the school district's carrier at her own expense. The Board will increase her salary by the amount of the premium cost.
- f. **Vacation.** The Superintendent shall have twenty (20) vacation days for the 2021-2022 contract year which she may use at times she chooses so long as her absence does not interfere with the proper performance of her duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the 2021-2022 contract year, the Board shall give the Superintendent the number of days necessary to restore her total to twenty (20) days. For example, if she uses 12 days of vacation one year, the board will provide her with 12 days the following year to bring her total to 20 days. The Superintendent shall develop a system for recording her use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of her vacation days and shall provide the Board of Education with a report of her accumulated vacation days at least quarterly. The Board may require her to use her vacation days and shall compensate her for unused vacation days upon the conclusion of her employment at \$200 per day.

- g. Professional Development.** The Superintendent is expected to continue her professional development and to participate in relevant learning experiences. With the approval of the Board, she may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.
- h. Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the following organizations: NCSA, and NASB.
- i. Physical Examination.** The Superintendent may voluntarily undergo a physical examination. The Superintendent agrees that she will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$150 of the cost of such physical examination and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.
- j. Bereavement Leave.** The Superintendent shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Superintendent will be allowed up to three days of paid bereavement leave per year.
- k. Holidays.** The Superintendent shall receive the following paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.
- l. Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that she can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Superintendent up to a maximum of \$40 per month for the actual cost of a cellular phone service plan.
- m. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$600.00 or more.

Section 12. Residence/Domicile in School District. Unless agreed otherwise by the parties in writing, the Superintendent shall have her domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain her domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent is in her first year of employment with the District and does not have her domicile and principal place of residence within the District at the time of his employment, the Superintendent shall move her 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 her 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 school district; (3) to be involved in school and community activities bringing her 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 she is the educational leader. (Hired with permission to reside outside of the district).

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 she was paid but had not earned prior to the date of termination of this contract. She shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 15. Evaluation. The Board shall evaluate the Superintendent twice during his 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 her evaluation an agenda item for the regular **December** board meeting during each year of this contract; and provide them 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 her carrying out her duties properly. If a legal action, including a

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

Section 17. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, she 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 must address whether the Superintendent is able to perform the "essential functions" of her 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 school 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 her of the alleged reasons for the proposed action and provided the opportunity to present her 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 formal 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 contact.

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 11 day of April, 2022

Lisa Christensen
President, Board of Education

Jane Staal
Secretary, Board of Education

Executed by the Superintendent this 15th day of March, 2022.

Lindsey Beaudette
Superintendent

**SUPERINTENDENT'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 #20**, and referred to as "the Board" and "the School District" respectively, and **Mrs. Lindsey Beaudette**, 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 two year(s) beginning on July 1, 2023, and expiring on June 30, 2025. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the 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 **two years** 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 his 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 insure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the contract year shall be \$_____ which shall be paid in 12 equal monthly installments beginning in the month of July 2023. 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. 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 school district shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that she 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, she will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which she 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 Superintendent for any service performed prior to the date that she registers his certificate. The Superintendent 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, she will advise the Board immediately; (2) she 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) she 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 her time, skill, labor and attention to her duties throughout the contract term. She shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to her. By agreement with the Board, she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out her duties and obligations to the school 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. She shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. She is responsible for administering the instruction of students and the business affairs of the school 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 her 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. 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. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with her duties under Section 2 (Renewal of Contract) or Section 15 (Evaluation) shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform her duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than sixty (60) days or if the disability is permanent, irreparable, or of such a

nature as to make performance of her 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 her for mileage required in the performance of her 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 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 Superintendent shall be entitled to ten (10) days of sick leave per year which may accumulate to a total of 45 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, she shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of her sick days and shall provide the Board of Education with a report of his accumulated sick days at least quarterly. The Superintendent shall not be compensated for unused days of sick leave upon the ending of his employment with the District.
- e. **Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the school district's carrier at her own expense. The Board will increase her salary by the amount of the premium cost.
- f. **Vacation.** The Superintendent shall have twenty (20) vacation days for the 2023-2024 contract year which she may use at times she chooses so long as her absence does not interfere with the proper performance of her duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the 2023-2024 contract year, the Board shall give the Superintendent the number of days necessary to restore her total to twenty (20) days. For example, if she uses 12 days of vacation one year, the board will provide her with 12 days the following year to bring her total to 20 days. The Superintendent shall develop a system for recording her use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of her vacation days and shall provide the Board of Education with a report of her accumulated vacation days at least quarterly. The Board may require her to use her vacation days and shall compensate her for unused vacation days upon the conclusion of her employment at \$200 per day.

- g. Professional Development.** The Superintendent is expected to continue her professional development and to participate in relevant learning experiences. With the approval of the Board, she may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.
- h. Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the following organizations: NCSA, and NASB.
- i. Physical Examination.** The Superintendent may voluntarily undergo a physical examination. The Superintendent agrees that she will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$150 of the cost of such physical examination and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.
- j. Bereavement Leave.** The Superintendent shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Superintendent will be allowed up to three days of paid bereavement leave per year.
- k. Holidays.** The Superintendent shall receive the following paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.
- l. Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that she can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Superintendent up to a maximum of \$40 per month for the actual cost of a cellular phone service plan.
- m. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$600.00 or more.

Section 12. Residence/Domicile in School District. Unless agreed otherwise by the parties in writing, the Superintendent shall have her domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain her domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent is in her first year of employment with the District and does not have her domicile and principal place of residence within the District at the time of his employment, the Superintendent shall move her 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 her 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 school district; (3) to be involved in school and community activities bringing her 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 she is the educational leader. (Hired with permission to reside outside of the district).

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 she was paid but had not earned prior to the date of termination of this contract. She shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 15. Evaluation. The Board shall evaluate the Superintendent twice during her 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 her evaluation an agenda item for the regular **December** board meeting during each year of this contract; and provide them 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 her carrying out her duties properly. If a legal action, including a

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

Section 17. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, she 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 must address whether the Superintendent is able to perform the "essential functions" of her 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 school 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 her of the alleged reasons for the proposed action and provided the opportunity to present her 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 formal 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 contact.

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

Section 21. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

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

Executed by the Board this _____ day of _____, 202_.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this _____ day of _____, 202_.

Superintendent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Public Risk Management 3528 Dodge Street Omaha, NE 68131 Sheri Shonka	877-649-4612	CONTACT NAME: Nancy Meinders PHONE (A/C, No, Ext): 877-649-4612 FAX (A/C, No): 402-399-2785 E-MAIL ADDRESS: nancy.meinders@prmne.com
	INSURER(S) AFFORDING COVERAGE	
INSURER A : ALICAP		NAIC #
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Lyons-Decatur Northeast
 400 S 5th St, PO Box 526
 Lyons, NE 68038

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Coverages Special For,			PK1016522	09/01/2022	09/01/2023	Limit 250,000 Ded 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

BOYDJON Boyd Jones Construction 950 South 10th Street, Ste 100 Omaha, NE 68108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sheri Shonka
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Public Risk Management

3528 Dodge Street
Omaha, NE 68131
Phone: 877-649-4612 Fax: 402-399-2785

Lyons-Decatur Northeast
Fred Hansen, Superintendent
400 S 5th St, PO Box 526
Lyons, NE 68038

INVOICE NO. 12633		Page 1
ACCOUNT NO.	OP	DATE
7LYON-1	DS	11/29/2022
Installation/Builders Risk		
POLICY #		
9183B3054		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
12/01/2022	06/01/2024	12/01/2022
AMOUNT PAID		AMOUNT DUE
		\$19,364.00

*** PLEASE RETURN TOP PORTION WITH REMITTANCE ***

Itm #	Eff Date	Trn	Type	Description	Amount
64304	12/01/22	NEW	BR-I	Builders Risk	\$19,364.00

Invoice Balance: \$19,364.00