

**\*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 11, 2023  
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 and 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. Consider, discuss and take necessary action to review/update board policy 2009 - Public Participation at Board Meetings and the Public Comment Rules.
  - 3.C. Accept the resignation of Mrs. Von Seggern at the end of the 2023-24 school year.
  - 3.D. Enter into executive session to discuss teacher negotiations.
  - 3.E. Approve the 2-year LDEA negotiated agreement for 2024-2025 and 2025-2026.
4. Superintendent Contract
5. Future Meeting Dates
6. Adjournment

**Board Bill Review List****2024**

January	Corey
February	Jaime
March	Chad
April	Jim
May	April
June	Corey
July	Evan
August	Lisa
August (Year-End)	April
September	Leah
October	Jim
November	Jolene
December	Evan

*Nebraska Council of School Administrators*

EPIC (Elimination of Property, Income and Corporate) Tax  
Initiative Proposal

Definitions

A **consumption tax** is a tax on the purchase of a good or service. Consumption taxes can take the form of sales taxes, tariffs, excise, and other taxes on consumed goods and services.

**Excise taxes** are taxes imposed on certain goods, services, and activities. Taxpayers include importers, manufacturers, retailers, and consumers, and vary depending on the specific tax. Excise taxes may be imposed at the time of: (a) Entry into the United States, or (b) sale or use after importation.

Initiative Petition Process

- There are two types of initiatives: (1) Initiated statute (state law); and (2) initiated amendment to the Nebraska Constitution.
- To place an initiated statute on the ballot, sponsors must collect signatures from 7% of registered voters. For an initiated amendment to the Constitution, sponsors must collect signatures from 10% of registered voters.
- EPIC will require the gathering/validation of 122,635 signatures (10% of registered voters).
- Both initiative measures require that signatures be from at least 5% of voters from 38 of Nebraska's 93 counties. This is known as the "two-fifths rule."
- Once the signature threshold is reached, sponsors submit the petitions to the Secretary of State no less than four months prior to a general election (by July 2024).
- The petitions are separated by county, and the Secretary of State ensures the minimum number of signatures have been collected prior to sending the petitions to county election officials for verification.
- County election officials must verify circulators complied with state law and compare petition signatures against voter registration records. If any signatures belong to non-registered voters or other circumstances have caused signatures to be invalidated, the official notes the issue on the petition next to the signature.
- Local election officials have 40 days to return the verified petitions to the Secretary of State, who reviews the petitions and tallies valid signatures. If the Secretary of State finds a sufficient number of valid signatures, the measure is certified for the ballot.
- Once an initiated measure clears this hurdle, the Secretary of State is responsible for submitting the measure to the voters at the first general election held not less than four months after the filing of a verified initiative petition.
- An initiated measure becomes law or part of the Constitution when a majority of votes, but not less than 35 percent of the total vote, are cast in favor of the measure.
- No measure, in either form or substance, can be submitted to the voters by way of initiative more frequently than once in three years.

## **EPIC Consumption Tax Information Group**

*(The listed groups have asked to be part of ongoing discussions and information sharing regarding the impact of the proposed EPIC Option Consumption Tax proposal – This is not a campaign committee or formal group intending to oppose the proposal)*

### Organizations

- American Council of Engineering Companies of Nebraska
- American Institute of Architects, Nebraska Chapter
- Associated General Contractors, Nebraska Chapter
- Associated General Contractors, Nebraska Building Chapter
- American Massage Therapy Association - Nebraska Chapter
- Black Hills Energy
- Greater Omaha Chamber
- Home Builders Association of Lincoln
- Leading Age Nebraska
- League of Nebraska Municipalities
- Lincoln Chamber of Commerce
- Metro Omaha Builders Association
- Mutual of Omaha
- Nebraska Association of Community Colleges
- Nebraska Association of County Officials
- Nebraska Association of School Boards
- Nebraska Association of NRDs
- Nebraska Auctioneers Association
- Nebraska Bankers Association
- Nebraska Broadcasters Association
- Nebraska Chamber of Commerce & Industry
- Nebraska Council of School Administrators
- Nebraska Farm Bureau
- Nebraska Grocery Industry Association
- Nebraska Health Care Association
- Nebraska Hospital Association
- Nebraska Independent Community Bankers
- Nebraska Insurance Federation
- Nebraska Medical Association

- Nebraska New Car & Truck Dealers Association
- Nebraska Petroleum Marketers & Convenience Stores Association
- Nebraska Realtors Association
- Nebraska State Education Association
- Open Sky Policy Institute
- Platte Institute
- Renewable Fuels Nebraska

### Lobbying Firms

- Amack Legislative Consulting
- Fraizer & Fraizer
- Heartland Strategy Group
- Husch Blackwell Strategies
- Jensen Rogert Associates
- Kissel, Kohout ES Associates
- Keigher & Associates
- Mueller Robak
- Nowka Edwards
- Peetz & Co.
- Radcliffe Gilbertson & Brady
- Zulkoski Weber

Lyons-Decatur Northeast School  
Annual Report Card  
2022-2023

Financial:

Total 2022-23 General Fund Expenditures .....	\$5,693,370
Expenditures for Instruction .....	51%
Expenditures for Support Services.....	28%
Expenditures for Operations/Maintenance.....	7%
Expenditures for Transportation.....	4%
Expenditures for State/Federal/Adult Ed.....	10%
Revenue from Local/County .....	5%
Revenue from State .....	15%
Revenue from Federal .....	11%
Revenue from Property Taxes .....	69%

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. It is scheduled to be completed by May of 2024.

Transportation:

Number of students transported (avg.) .....	68
Number of families paid for transportation .....	26
Transportation Costs.....	\$210,992

Faculty:

Number of Professional Staff.....	31
Professional staff with master’s degree .....	15
Professional staff with hours past B.A. ....	12
Professional staff with B.A. ....	4
Average years of experience in this system.....	16.48
Number of teaching days.....	174
Number of Professional Development Days.....	11
Average Salary .....	\$58,025

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.

**AQUESTT District Rating:  
GREAT**

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	49.69%	51.46%
Special Education	16.45%	21.69%
Mobility Rate	3.97%	6.27%
Attendance	92.50%	95.11%

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

# Lyons-Decatur Northeast School Annual Report Card 2022-2023

## Elementary Students

Grade	PK	K	1	2	3	4	5	6	Total
Enrollment	25	16	15	17	18	20	15	24	150

Contracted Out ..... 0  
 Average Class Size ..... 16.7  
 Pupil-Classroom Teacher Ratio:  
     General Education ..... 12-1  
     Title 1 ..... School wide program

## Secondary Students

Grade	7	8	9	10	11	12	Total
Enrollment	19	21	21	21	25	17	124

Contracted Out ..... 1  
 Pupil-Classroom Teacher Ratio:  
     General Education ..... 11-1

### Required Credits:

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

### Course Offerings available by LDNE staff:

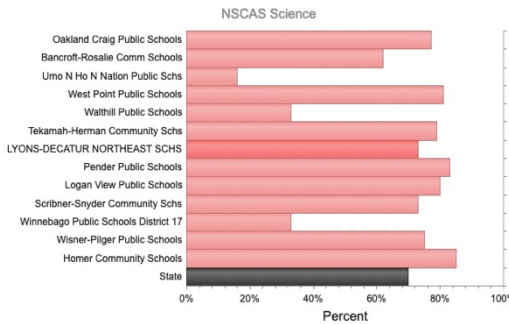
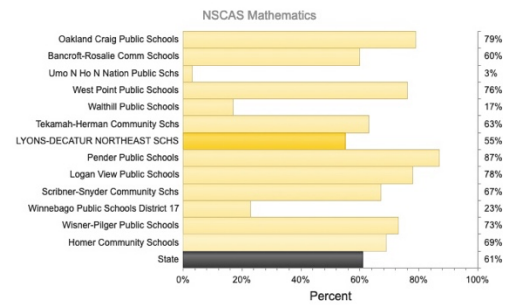
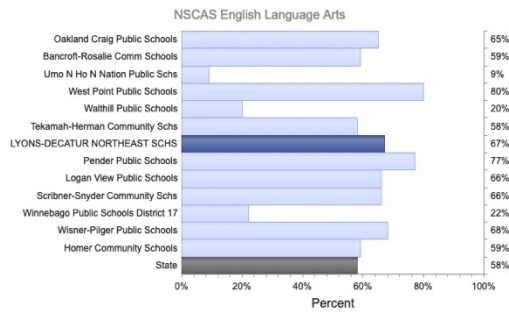
Number of course offerings grades 7-8 ..... 20  
 Number of course offerings grades 9-12 ..... 70  
 Number of instructional units required by State ..... 340  
 Number of instructional units offered ..... 580  
 Language Arts ..... 70  
 Social Studies ..... 45  
 Math ..... 100  
 Science ..... 95  
 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 ..... 10  
 Amount of Scholarships Earned ..... \$101,550  
 Pursuing Post-High School Education  
     4-year college ..... 7  
     2-year college ..... 5  
     Armed Services ..... 0  
     Employment ..... 10



### ACT Data – Class of 2024

	ELA	Math	Science
Lyons-Decatur	20.0	19.7	20.1
State	16.7	17.9	18.3

Suggested List of Motions

December 11, 2023

(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. Bond Fund Claims
  7. Special Building ClaimsRoll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
3. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
To review board policy 2009 – Public participation at board meetings and update the public comment rules.  
Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
4. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
To accept the resignation of Mrs. Von Seggern at the end of the 2023-24 school year.  
Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
5. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
To enter into executive session to discuss teacher negotiations.  
Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
6. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
Approve the 2-year LDEA negotiated agreement for 2024-2025 and 2025-2026.  
Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_  
  
Discussion: Required December Agenda Item - Superintendent Contract
  
7. \_\_\_\_\_ adjourned the meeting at \_\_\_\_\_ P.M.



## Lyons-Decatur Northeast Schools

400 S. 5<sup>th</sup> Street PO Box 526

Lyons, NE 68038-0526

Phone Number: 402-687-2363

---

### Superintendent Board Report

December 11, 2023

1. The 2024 Bill Review List is attached.
2. Jaime Bacon, Lisa Christiansen, Leah Miller, Evan Myers, Corey Petersen, and Jim Vlach attended the NASB conference on November 15<sup>th</sup> – 17<sup>th</sup> in Omaha. There were a lot of great sessions to gain information and a variety of opportunities to network with other board members.
3. I am happy to report that I am representing the NASA Region 2 area as the President-Elect for the 2023 – 2024 school year and will be the President for the 2024-2025 school year.
4. Mr. Timm wrote and received a grant for printing his STEM Research Program materials for science research posters. The \$4,681 grant comes from the NEA Foundation.
5. The 2024 school board election dates are fast approaching. January 5, 2024 is the first day a person may file for office. February 15, 2024 is the last day for incumbents to file. March 1, 2024 is the last day for non-incumbents to file.
6. The 2022-2023 District Annual Report is attached.
7. There is a EPIC Tax Initiative Petition that is being circulated in the state of Nebraska. Attached is information about the proposal.

*Bill Review: Corey is scheduled for January and Jaime is scheduled for February.*

# Principal Report - December 2023 Board Meeting

## **A. Calendar - Upcoming Events**

Elementary Holiday Program, 7:00 pm-----	Thursday, December 14th
Last Day for Elementary Students-----	Wednesday, December 20th
Semester Finals-----	December 21st-22nd
Elementary Staff Inservice-----	December 21st-22nd
Winter Moratorium-----	December 23rd- 27th
Staff Inservice-----	Wednesday January 3
Students Return-----	Thursday January 4

## **B. Professional Development**

- **November 15th-** Secondary staff had professional development on checking for student understanding.
- **November 20th-** Mr. Swanson led a leadership learning walk at our school.
- **November 22nd -** Kendra Boden presented to the elementary staff on robotics information she had learned at the 21st Century Conference. The staff was excited to implement some of the ideas in their classrooms. Paraprofessionals worked in the Safe Schools
- **November 28th -** Rachel Dolezal, Janelle Seagren and Braska Grundmayer attended a High Ability Learner Training at ESU2 in Fremont.
- **November 30th -** Preschool Para, Diana Flores participated in Early Childhood Trainings through an online program.
- **December 6th -** All staff listened to a presentation about the JAG program that will be implemented in the 2024-2025 school year.

## **C. Activities**

- A PK through 4th grade elementary assembly was held on Thursday, December 7th with the “String Beans” performing.
- November 14th- LDNE won EHC one act!
- November 16th- Mr. Knaak brought 10 students to a leadership summit.
- November 18th- NE All-State Band and Choir- Dalynn Hackney and Miriel Brokaw
- November 28th- LDNE was runner up at district one act!
- EHC Honor Band results are in! LDNE is well represented once again with 17 total students being selected into the bands!!
  - Congratulations to Dalynn Hackney (flute), Layla Fisher (flute), Aubrey Lauritsen (clarinet), Katharine Tolle (clarinet), Alizabeth Whitley (clarinet), Andrew Schlichting (clarinet), Landen Redding (trumpet), Juan Garcia (trumpet), Elijah Schlichting (trumpet), and Kaden Knaak (trombone) for being selected into the EHC Symphonic Band.

- Jackson Jensen was selected to the Wayne State Honor Band.
- On December 6th there was a Cougar Culture Activity that included a Christmas wrapping paper outfit design competition among the groups.



No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.1	1	Safety and Separation				Open
<b>Description</b> Discuss any Owner related or construction related safety items or concerns.						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.2	1	Site Security				Open
<b>Description</b> Discuss any site security concerns.						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.3	1	Hazards				Open
<b>Description</b> Discuss any current hazards on site						
<ul style="list-style-type: none"> <li>• Equipment operation</li> </ul>						
*ALL SITE VISITORS MUST BE ESCORTED BY A BOYD JONES SUPERVISOR*						

**SCHEDULE AND COORDINATION**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.1	1	3-Week Look-Ahead Schedule	Chris Hartley (Boyd Jones Construction Company)			Open
<b>Description</b> Discuss 3-week look-ahead schedule  Manhours since last OAC: <b>6,527</b> Manhours logged to date: <b>48,343</b>						
<b>Attachments</b> <a href="#">Lyons - Three Week Schedule #3 (12_4_23) (version 1).xlsb.pdf</a>						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.2	21	Overall Schedule	Chris Hartley (Boyd Jones Construction Company)  Scott Brown (Boyd Jones Construction Company)			Open
<b>Description</b> Discuss any overall schedule concerns						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.3	1	Owner-Furnished Materials or Services				Open
<b>Description</b> Discuss any Owner-Furnished materials or services that are pertinent to the schedule at this time.  *BJC working on totaling and categorizing new data lines so School District can order/budget for switches*						

**RFIs**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.1	1	RFI Log	Brandon Jackson (Boyd Jones Construction Company)			Open
<b>Description</b> Review current RFI Log for outstanding items and RFI's that have been closed since last meeting.						
#	Initiated At	Subject	Status	Ball In Court		
177	12/6/2023	Locker Room Locker Bases	Open	Jackson, Brandon		
176	12/5/2023	Fire Alarm Annunciator	Closed			
175	11/30/2023	Upper Cabinets on Southwall of Corridor 127J	Open	Jackson, Brandon		
174	11/29/2023	GB-2 Size and Location	Closed			
173	11/28/2023	Shower Corner Shelves	Closed			
172	11/22/2023	Metal Panel Outside of Vestibule 172A	Closed			
171	11/15/2023	Recessed Depth of CUH-147A-1 and CUH-147A-2	Closed			
170	11/15/2023	Exterior Speaker Height	Closed			
169	11/15/2023	CT-1 Height in Gym Restrooms	Closed			
168	11/15/2023	Weight Room Finish Detail	Closed			
167	11/13/2023	Blocking Referenced on Detail 21/A6.20	Closed			
160	10/25/2023	Irrigation Vault/Powerpole near Vault	Open	Ripp, Michael; Lattig, Melinda		

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.2	1	Potential RFIs				Open
<b>Description</b> Discuss any potential RFI: Kitchen Equipment Water Lines						

**SUBMITTALS**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status																
4.1	1	Submittal Log				Open																
<p><b>Description</b> Review Open submittals in Architect's BIC or Contractors BIC</p> <table border="1"> <thead> <tr> <th>#</th> <th>Title</th> <th>Type</th> <th>Issue Date</th> </tr> </thead> <tbody> <tr> <td>10 14 23-3</td> <td>Exterior &amp; Interior Signage Shop Drawings-Resubmittal</td> <td>Shop Drawing</td> <td>11/15/2023</td> </tr> <tr> <td>09 67 13-2</td> <td>Epoxy Color Samples</td> <td>Sample</td> <td>12/4/2023</td> </tr> <tr> <td>08 41 13-4</td> <td>Storm Shelter Windows (Structural Calcs and Shop Drawings)</td> <td>Design Data</td> <td>11/30/2023</td> </tr> </tbody> </table> <p>Upcoming Submittals-</p> <p>Wood Ceiling Shop Drawings</p> <p>Wood Stain Samples</p>							#	Title	Type	Issue Date	10 14 23-3	Exterior & Interior Signage Shop Drawings-Resubmittal	Shop Drawing	11/15/2023	09 67 13-2	Epoxy Color Samples	Sample	12/4/2023	08 41 13-4	Storm Shelter Windows (Structural Calcs and Shop Drawings)	Design Data	11/30/2023
#	Title	Type	Issue Date																			
10 14 23-3	Exterior & Interior Signage Shop Drawings-Resubmittal	Shop Drawing	11/15/2023																			
09 67 13-2	Epoxy Color Samples	Sample	12/4/2023																			
08 41 13-4	Storm Shelter Windows (Structural Calcs and Shop Drawings)	Design Data	11/30/2023																			

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
4.2	1	Submittal Questions				Open
<p><b>Description</b> Discuss if there are any questions about any products to be submitted.</p>						

**CHANGES TO WORK**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
5.1	1	ASIs, PRs, PCOs, COs				Open
<p><b>Description</b> Discuss any pertinent ASIs, PRs, PCOs, or COs.</p>						
<p><b>Attachments</b> <a href="#">LDNE PCO Log.pdf</a></p>						

**ADDITIONAL ITEMS NOTED**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
6.1	1	Miscellaneous Discussion Items				Open
<p><b>Description</b> *Water Service routed under existing gym floor that feeds a portion of the existing Locker Room*</p>						

The Board of Education of the Lyons-Decatur School District No. 20 met in regular session on Monday, November 13, 2023, 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, 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: 11/2/23

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

Superintendent Report: The teacher and principal evaluation tools were presented and discussed. The overall construction schedule was presented, the project is progressing and still on schedule to be completed on time. The safety visit for rule 10 was conducted on October 9<sup>th</sup> and was presented to the board. Policies 5015, 5018, and 6004 were reviewed and discussed.

Principal Report: PD for the last month was focused on special education, our book study on classroom management, MTSS, early childhood, HAL, curriculum, and Breathe for Change. The fall parent teacher conferences had 45% attendance for secondary students and 96% attendance for elementary. Our students and athletes have ended their fall activities and are moving into our winter seasons. Please check the school website and social media accounts for all the great accomplishments of our students and staff, as well as to stay up to date with our schedules and activities.

The Building and Grounds Committee met for our bi-weekly meetings with Clark & Enersen and Boyd Jones on October 12<sup>th</sup>, October 26<sup>th</sup>, and November 9<sup>th</sup>.

American Civics Committee Report: The group met on October 9<sup>th</sup> to review the annual checklist and discuss the requirements. Public comment was accepted at the November board meeting.

It was moved by Evan Myers, seconded by Leah Miller, 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 James Vlach, seconded by Jaime Bacon, to approve the 2022-2023 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 Jolene Troutman, seconded by Chad Brehmer, to designate the Lyons-Decatur

Education Association as the exclusive bargaining agent for certified staff for the 2025-2026 and 2026-2027 school years. 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 Evan Myers, seconded by Corey Petersen, to go into executive session at 8:01 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 Evan Myers, seconded by Corey Petersen, to come out of executive session at 8:32 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

The next regular board meeting is scheduled for Monday, December 11th at 7:30 p.m.

Lisa Christiansen closed the meeting at 8:38 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



**COMBINED ACCOUNT BALANCES**  
**Depreciation, Employee Benefit Fund, Bond, Special Building, and Student Fee**  
**Fund**  
**As of November 30, 2023**

**DEPRECIATION FUND**

Balance \$116,651.73

**EMPLOYEE BENEFIT FUND**

Balance \$19,529.50

**BOND FUND**

Balance \$351,011.35

**SPECIAL BUILDING FUND**

Balance \$1,172,927.69

NE Liquid Assets Balance \$11,687,706.66

**STUDENT FEE FUND**

Balance \$0

**TOTAL OF COMBINED ACCOUNTS \$13,347,826.93**

**GENERAL REIMBURSEMENT FUND**

Checking account \$6,688.20

**ACTIVITY FUND**

Balance \$107,428.04

**Treasurer's Report**  
**LUNCH FUND**

**At the close of Business November 30, 2023**

Cash Balance October 31, 2023	\$58,899.21
Receipts for November	\$35,348.31
Disbursements for November	\$29,055.27
Cash Balance November 30, 2023	\$65,192.25
Ending Bank Balance November 30, 2023	\$65,192.25

**Expenditures for December 2023**

Payroll	\$ 10,163.35
Accounts Payable	\$ 17,206.00
Total	\$ 27,369.35

Check #	Vendor Name	Invoice	Description	Amount
Checking	1			
Checking	1 Fund: 01	GENERAL FUND		
27579	A/C DEPT BLUE CROSS BLUE SHIELD OF NE	20231201	HEALTH INS SPLIT	1,116.14
			Vendor Total:	1,116.14
27580	AMAZON CAPITAL SERVICES	11M9DH43F3JR	BATTERY FOR SECURITY SYSTEM	29.75
27580	AMAZON CAPITAL SERVICES	19DTJPMR9V1N	VACUUM BATTERIES	167.03
27580	AMAZON CAPITAL SERVICES	1DRV94NR9N4K	OFFICE CHAIR	89.34
27580	AMAZON CAPITAL SERVICES	1FN9C7GY76PY	FRAMES-TROPHY CASE	67.47
27580	AMAZON CAPITAL SERVICES	1K3KK94WF46N	TEXTBOOK - LO	127.84
			Vendor Total:	481.43
27581	APPEARA	918825	SUPPLIES	347.03
27581	APPEARA	923022	SUPPLIES	58.96
			Vendor Total:	405.99
27582	BEAUDETTE, LINDSEY	20231130BEAU	TRAVEL EXP	774.22
			Vendor Total:	774.22
27583	BROKAW, MELISSA	20231130MB	TRAVEL EXP-GUIDANCE CONF	264.10
			Vendor Total:	264.10
27584	CITY OF LYONS	20231110	UTILITIES	5,311.23
			Vendor Total:	5,311.23
27585	CLASSIC CLEAN CARWASH	20231130CLCL	VAN WASHES	30.00
			Vendor Total:	30.00
27586	DIGITAL DOT SYSTEMS, INC.	35250	REPAIR SCREEN	510.00
27586	DIGITAL DOT SYSTEMS, INC.	35252	NEW SPEAKERS	125.00
			Vendor Total:	635.00
27587	EAKES OFFICE SOLUTIONS	INV505110	EGOLD FAX	38.99
			Vendor Total:	38.99
27588	EDUCATIONAL SERVICE UNIT #2	SPED 2023-2	SPED SERVICES	54,774.81
			Vendor Total:	54,774.81
27589	EDUCATIONAL SERVICE UNIT #2	INDY2023-2	BD INSTRUCTION	11,310.51
			Vendor Total:	11,310.51
27590	FIRST NATIONAL BANK OF OMAHA	20231130FNBO	SUPPLIES	2,032.00
		PAWS		
			Vendor Total:	2,032.00
27591	FIRST NATIONAL BANK OMAHA	20231130FNBO	GOOGLE VOICE/SUPPLIES	46.00
		GF		
			Vendor Total:	46.00
27592	FRANCISCAN HEALTHCARE	20231009	DOT COLLECTIONS	60.00
27592	FRANCISCAN HEALTHCARE	20231130FRAN	PT SERVICES	1,405.13
			Vendor Total:	1,465.13
27593	FRANCISCAN OAKLAND CLINIC	20231108FRAN	DRIVER PHYSICAL	145.00
			Vendor Total:	145.00
27594	GENERAL REIMBURSEMENT FUND	20231130GENR	TRAVEL EXP	120.00
		EIM		
			Vendor Total:	120.00
27595	HIRERIGHT LLC	P1198556	DOT SCREENINGS	77.10
			Vendor Total:	77.10
27596	HOME DEPOT PRO, THE	772728580	GLOVES	32.65
27596	HOME DEPOT PRO, THE	772946992	TRASH LINERS	220.50
27596	HOME DEPOT PRO, THE	773648670	FILTER BAGS	23.60
			Vendor Total:	276.75
27597	HOMETOWN LEASING	20231201HTLE	COPIER LEASE	691.87
		ASE		
			Vendor Total:	691.87
27598	HOPE RISING EDU	1010	DIGITAL LICENSE-MENTAL	4,675.00
			HEALTH GRANT	
			Vendor Total:	4,675.00
27599	JAYMAR BUSINESS FORMS	63133	W2'S	33.45

Check #	Vendor Name	Invoice	Description	Amount
			Vendor Total:	33.45
27600	JENSEN PLUMBING & HEATING	20231031JENS EN	REPAIR	1,481.96
			Vendor Total:	1,481.96
27601	KB'S MINI MART, INC.	20231031KBS	GAS/FUEL	5,230.52
27601	KB'S MINI MART, INC.	20231130KBS	GAS/FUEL	4,893.40
			Vendor Total:	10,123.92
27602	LYONS MIRROR SUN	255566	HELP WANTED/LEGAL NOTICE	134.63
27602	LYONS MIRROR SUN	255754	LEGAL NOTICE	14.09
			Vendor Total:	148.72
27603	LYONS SAVEMORE MARKET	20231130SAVE MORE	SUPPLIES	100.52
			Vendor Total:	100.52
27604	MATHESON TRI-GAS, INC	52256624	AG SUPPLIES	467.14
			Vendor Total:	467.14
27605	MOSAIC	10-23	TRANSITION SERVICES	9,977.50
27605	MOSAIC	NOV-23	TRANSITION SERVICES	8,190.00
27605	MOSAIC	SEP-23	TRANSITION SERVICES	4,891.25
			Vendor Total:	23,058.75
27606	MOSYLE MANAGER	2370984	DEVICE LICENSES	15.12
			Vendor Total:	15.12
27607	MY CENTRAL SUPPLY	3071	PAPER TOWELS	299.87
			Vendor Total:	299.87
27608	NEBRASKA.GOV	8043838	DRIVERS LIC LOOKUP	15.00
			Vendor Total:	15.00
27609	OMAHA MARRIOTT DOWNTOWN at CAPITOL DISTRICT	20231120MARR IOTT	NASB CONF	1,352.00
			Vendor Total:	1,352.00
27610	OMNIFY BENEFITS	762266	FSA PLAN	40.00
			Vendor Total:	40.00
27611	ONE SOURCE	2022143537	BACKGROUND CHECK	74.00
			Vendor Total:	74.00
27612	OPC DIRECT.	1107248	TOILET TISSUE	684.68
			Vendor Total:	684.68
27613	PITNEY BOWES GLOBAL FINANCIAL	3318339548	POSTAGE MACHINE RENT	252.54
			Vendor Total:	252.54
27614	PLUNKETT'S PEST CONTROL	8336416	PEST CONTROL	57.73
			Vendor Total:	57.73
27615	PRIORITY COMMUNICATIONS & SOLUTIONS, INC	INV567246	PHONE SERVICE	130.27
			Vendor Total:	130.27
27616	QUILL CORPORATION	35374535	CLOCK	71.98
27616	QUILL CORPORATION	35424568	TONER	273.99
27616	QUILL CORPORATION	35750927	PHOTO PAPER	21.58
			Vendor Total:	367.55
27617	RAY'S MIDBELL MUSIC	10684623	CREDIT	(20.00)
27617	RAY'S MIDBELL MUSIC	10766667	INSTRUMENT REPAIR	293.33
			Vendor Total:	273.33
27618	SCOTT'S HARDWARE	263587	AG SUPPLIES	11.58
			Vendor Total:	11.58
27619	SPORTS FACILITY MAINTENANCE, LLC	1013	BLEACHER REPAIR	712.00
27619	SPORTS FACILITY MAINTENANCE, LLC	1027	SAFETY STRAP	550.20
			Vendor Total:	1,262.20
27620	STEINY'S GENERAL STORE	20231201STEI N	SUPPLIES	221.79
			Vendor Total:	221.79
27621	STEMEN, AARON	20231031AS	DOT PHYSICAL-AS	145.00
			Vendor Total:	145.00

Check #	Vendor Name	Invoice	Description	Amount
27622	VERIZON WIRELESS	9949512065	JET PACKS	45.10
			Vendor Total:	45.10
27623	VONSEGGERN, VANESSA	20231118VV	TRAVEL EXP-ALLSTATE MUSIC	102.77
			Vendor Total:	102.77
27624	WEST POINT NEWS	256490	HELP WANTED	42.00
			Vendor Total:	42.00
27625	WESTSIDE COMMUNITY SCHOOLS	SACLARK23-24QTR1	HOMEBOUND SERVICES	1,395.00
			Vendor Total:	1,395.00
27626	WINNELSON	398403 01	SUPPLIES	120.00
			Vendor Total:	120.00
			Fund Total:	126,993.26
			Checking Account Total:	126,993.26

Checking 2

Checking 2 Fund: 08 SPECIAL BUILDING FUND

1228	BOYD JONES CONSTRUCTION CO.	20231129BJC	CONSTRUCTION SERVICES	1,014,403.99
			Vendor Total:	1,014,403.99
1229	CERTIFIED TESTING SERVICES, INC.	SC47132	CONSTRUCTION SERVICE	643.00
			Vendor Total:	643.00
1230	CLARK & ENERSEN	20	ARCHITECTURE SERVICES	12,907.56
			Vendor Total:	12,907.56
1231	WHITE CASTLE ROOFING	20231130WCRO OF	ROOFING PROJECT	7,908.84
			Vendor Total:	7,908.84
			Fund Total:	1,035,863.39
			Checking Account Total:	1,035,863.39

Checking 6

Checking 6 Fund: 06 SCHOOL LUNCH FUND

9631	CASH-WA DISTRIBUTING	13993754	food	1,023.08
9631	CASH-WA DISTRIBUTING	14002190	food	1,102.11
9631	CASH-WA DISTRIBUTING	14018139	food	719.68
9631	CASH-WA DISTRIBUTING	14024340	food	1,047.59
			Vendor Total:	3,892.46
9632	HARRIS SCHOOL SOLUTIONS	ETRXT0012500	supplies	321.10
			Vendor Total:	321.10
9633	HILAND DAIRY FOODS COMPANY LLC	0444925	food	328.91
9633	HILAND DAIRY FOODS COMPANY LLC	444974	food	468.22
9633	HILAND DAIRY FOODS COMPANY LLC	445032	food	389.09
9633	HILAND DAIRY FOODS COMPANY LLC	445084	food	468.23
9633	HILAND DAIRY FOODS COMPANY LLC	445143	food	435.71
9633	HILAND DAIRY FOODS COMPANY LLC	445196	food	500.27
9633	HILAND DAIRY FOODS COMPANY LLC	445315-01	food	514.85
9633	HILAND DAIRY FOODS COMPANY LLC	445378	food	451.88
			Vendor Total:	3,557.16
9634	LYONS SAVEMORE MARKET	HLF12012023	food	953.29
			Vendor Total:	953.29
9635	NEBRASKA FOOD DIST. CENTER	45465	food	126.90
			Vendor Total:	126.90
9636	RAABE, ERIN	10492	refund	26.15
			Vendor Total:	26.15
9637	SYSKO FOOD SERVICES	16173843P	food	(159.84)
9637	SYSKO FOOD SERVICES	561318648	food	2,871.93
9637	SYSKO FOOD SERVICES	561318649	food	206.45
9637	SYSKO FOOD SERVICES	561331622	food	3,490.17
9637	SYSKO FOOD SERVICES	561354112	food	1,920.23

<u>Check #</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
			Vendor Total:	8,328.94
			Fund Total:	17,206.00
			Checking Account Total:	17,206.00

Net Payroll	\$ 201,369.20
Employee Deductions	84,941.89
District SS/Medicare	21,568.87
District Health/Life/HSA	70,161.54
District Retirement	<u>25,786.11</u>
PAYROLL	\$ 403,827.61
ACCOUNTS PAYABLE	<u>\$ 126,993.26</u>
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$ 530,820.87</b>
SPECIAL BUILDING EXPENDITURES	\$1,035,863.39
LUNCH FUND	\$ 27,369.35

---

Secretary, Board of Education

ATTEST:

---

President, Board of Education

**2009**  
**Public Participation at Board Meetings**

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

Adopted on: December 13, 2021

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## PUBLIC PARTICIPATION

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:  
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please identify yourself, including an address and the name of any organization you represent. The board may waive the address requirement to protect the security of the individual.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

## PUBLIC PARTICIPATION

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:  
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please identify yourself, including an address and the name of any organization you represent. The board may waive the address requirement to protect the security of the individual.
- **Time Limit:** The board will allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. **You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.** Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.



# LYONS-DECATUR NORTHEAST

400 SOUTH 5TH PO BOX 526

LYONS, NEBRASKA 68038-0526

PHONE NUMBER: 402-687-2363

FAX NUMBER: 402-687-2472

---

November 27, 2023

Dear LDNE Administration and Board of Education,

I am writing to inform you that I will be leaving my position as music teacher at LDNE effective at the end of the 23-24 school year. I am resigning from my position due to relocating to Iowa. Please accept this letter as my official notice of resignation.

I have truly enjoyed my time working at LDNE. I will miss the support of the administration, the students, and coworkers. Thank you for always being there to help me through the struggles of being a new teacher. My first teaching job was a great experience.

Yours sincerely,

Vanessa Von Seggern

**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 1<sup>st</sup> through June 30<sup>th</sup> 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 \$154,645 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.** Single health insurance that is provided to certificated staff through the District's health insurance carrier.
- b. **Dental Insurance.** Single 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 five (25) 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 five (25) 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 25 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