

Board of Education Regular Meeting
Monday, November 9, 2020 6:00 PM Mountain
Dundy County Stratton High School
400 9th Avenue West
Benkelman, Nebraska 69021

1. **Opening Procedures**

Procedural Item

A. Call to order
Action Item

B. Roll Call
Action Item

C. Pledge of Allegiance
Procedural Item

2. **Open meetings law**

Action Item

1. The Board of Education reserves the right to enter into Closed/Executive Session for 1) the protection of public interest or 2) the prevention of needless injury to the reputation of an individual, and the individual has not requested a public meeting. When making a motion to enter into Closed/Executive Session, the member making such a request should be as specific as possible keeping the previously listed stipulation in consideration.
2. If the Board is in agreement, a motion maybe to enter into Closed/Executive Session to 1) discuss a personnel matter, or 2) for the prevention of needless injury to the reputation of the individual, or 3) to discuss litigation and for the protection of the public interest.
3. Action concerning matters discussed in Closed/Executive Session will be acted upon in open session

3. **Awards and Recognitions**

Action Item

DCS Schools would like to congratulate Marilyn Zarkowski for being recognized as the ESU West Region Art Teacher of the year. Awesome job Marilyn.....keep up the awesome work.

There are 4 ESU Regions in the State (North, West, South, and East). Each year, NATA recognized one art educator (sometimes more than one) from each ESU Region for

exemplary work in the classroom, district ESU, and/or state.

4. **Public comment**
Information Item

Welcome to the Dundy County Stratton Public Schools Board of Education Meeting. The Board welcomes citizens to attend board meetings to become acquainted with the programs and operations of the district. Members of the public are also encouraged to share their ideas and opinions with the Board during the agenda item labeled “Public Items”. Comments or questions from the audience at any other time during the meeting except for the agenda item “Public Items” will out of necessity be declared out of order. The Nebraska Open Meetings Act prevents the board from speaking to a matter that is not on the agenda. Please understand that the board may be unable to address your issue during the meeting. It is not permissible for the board to comment on items not listed for the protection of the public’s right to know and participate in the discussion of items that do come before the board and stated appropriately in the meeting agenda.

During this agenda item “Public Items” we ask that you abide by the following rules:

Public Comment Protocol and Procedures

4. Anyone wishing to speak to the board on specific agenda items or on other topics relevant to board business must complete a Public Comment Request Card and submit it to the Board President prior to the opening of the meeting. The public will only be recognized and their comments heard at Item “Public Items” on the board agenda. The total time allotted for the public comment will not exceed thirty minutes and each member of the public will be allotted not more than five minutes to address the Board. If a group wishes to speak, please designate one spokesperson for the group.
5. Please state your name and the topic you are addressing before you begin.
6. Speakers are asked to direct their questions and comments to the chair. A member of the Board of Education or the Superintendent may direct clarifying questions to the chair, but the board will not under any circumstance enter into a debate with any the member of the public.
7. Speakers may offer objective criticism of district operations and programs, but the Board would encourage members of the public to address complaints concerning individual district personnel through the proper chain of command. The chair may direct the member of the public to the appropriate means to address concerns brought before the Board; however, the board will not respond with action but will take comments under advisement and direct the comments to the appropriate staff member to address outside of the board meeting.
8. Please remember that is a public meeting for the conduct of business of the Dundy County Stratton Public School District. Offensive language, personal attacks and hostile conduct will not be tolerated. You should further be advised

that there is no legal protection for any comments that are made.

9. As stated in **NEB. REV. STAT. § 79-570 Class I, II, III, IV, or VI school district; president; meetings; maintenance of order.**

If any district meeting of a Class I, II, III, IV, or VI school district any person conducts himself or herself in a disorderly manner and persists in such conduct after notice by the president or person presiding, the president or person presiding may order such person to withdraw from the meeting and, if the person refuses, may order any person or persons to take such person into custody until the meeting is adjourned.

10. As stated in **NEB. REV. STAT. § 79-571 Class I, II, III, IV, or VI school district; meetings; disorderly conduct; penalty.**

Any person who refuses to withdraw from such meeting on being so ordered as provided in section 79-570 or who willfully disturbs such meeting shall be guilty of a Class V misdemeanor.

5. **Staff Reports**

Information Item

Elementary staff will discuss curriculum alignment and mapping.

6. **Consent Agenda**

Consent Agenda

7. Motion to approve the consent agenda as presented. Passed with a motion by Nick Ladenburger and a second by Shad Stamm.

- | | |
|-----------------------|---------|
| 8. Brad Baney: | 9. Yea |
| 10. Jason Frederick: | 11. Yea |
| 12. Steve Guernsey: | 13. Yea |
| 14. Nick Ladenburger: | 15. Yea |
| 16. Toby Marlin: | 17. Yea |
| 18. Sandy Noffsinger: | 19. Yea |
| 20. Shad Stamm: | 21. Yea |

A. Verification of publication and notice

Consent Item

To verify that notice of the meeting was given by publication in the Benkelman Post, a legal newspaper for Dundy County Stratton and by written notice to each member of the board, the designated method of giving notice

B. Approval of the minutes

Consent Item

Board of Education Regular Meeting
Dundy County Stratton Public School
Benkelman NE 69021

The Dundy County Stratton Board of Education met on Monday, October 12, 2020 at Dundy County Stratton High School.

Vice President Frederick called the meeting to order at 6:00 PM.

Attendance Taken at 6:00 PM. Brad Baney: Absent, Jason Frederick: Present, Steve Guernsey: Present, Craig Kerchal: Absent, Nick Ladenburger: Present, Kent Lorens: Present, Toby Marlin: Present, Sandy Noffsinger: Present, Shad Stamm: Present. Present: 7, Absent: 2.

Others present:

Rick Haney, Superintendent
Ethan Sullivan, Secondary Principal
Mike Rotherham, Elementary Principal
Stacey Waters, Recording Secretary/Business Manager
Robby Haines, Amy M. Haines, Melissa Jacobitz

Pledge of Allegiance. The Pledge of Allegiance was recited.

Vice President Frederick stated that the board follows the Open Meetings Act Guidelines which are located in the meeting room. The Board of Education may enter closed session during the meeting when it determines that doing so is appropriate and is authorized by the provisions of the Open Meeting Act.

Awards and Recognitions

Jason Frederick complimented administration after talking to teachers. Shad Stamm also thanked administration for keeping things moving especially during the pandemic.

Technology report

Patrick Lorens presented information to the board on security in the district. He has devised a plan for upgrading cameras, locks, and controlled entries to locker rooms and all front doors.

Consent Agenda

Motion to approve the consent agenda passed with a motion by Stamm and a second by Marlin. Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea. Yea: 7, Nay: 0, Absent: 2. The consent agenda includes the verification of notice of the meeting by publication in the Benkelman Post & News Chronicle, a legal newspaper for Dundy County and to each member of the board, the approval of the minutes from the September 14, 2020 Budget Hearing, the September 14, 2020 Tax Request Hearing; and the September 14, 2020 regular meeting, the approval of the bills as presented in the amount of \$496,404.00 from the general fund; \$10,007.80 from the depreciation fund; \$17,191.64 from the activity fund; and \$11,948.87 from the nutrition fund; and to approve the use of local substitutes.

Financial Report

Waters presented financial report, the timing of grant expenditures and revenue, and talked about the USDA waiver that will be extended until the end of the school year to offer free meals to all students. Motion to approve the financial report as presented passed with a motion by Noffsinger and a second by Ladenburger. Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea. Yea: 7, Nay: 0, Absent: 2.

NASB information

Noffsinger reported on the representative assembly and the state convention. Lorens volunteered to be the voting delegate. Marlin, Lorens, and Noffsinger will attend the state convention in person; Haney will attend virtually.

Elementary principal report

Principal Rotherham reported on the visit to the fire station, MAPs testing is complete at the elementary, parent teacher's conferences format, reading testing, the phonics program and teacher evaluations.

Secondary principal report

Principal Sullivan reported on MTSS training, MAP testing, use of Lexia program from high school special ed reading intervention; forms were sent with students for parents to choose conference format; ACT test for seniors was conclude with one follow up and October 24 testing date at high school was verified.

Transportation report

Replacing the tire machine and van graphics were discussed.

Superintendent report

Superintendent Haney talked about the differences in parent teacher's conferences this year.

-ALICAP safety audit occurred today.

-Covid-19 brings daily challenges to the structure of the school day.

-Very pleased with the level of learning occurring in the district as he visits each building.

-Staff would like a professional development day on October 30.

-Would like to have garage sales for excess equipment.

-Talked about payment for covering classes

The following reports were presented in written form: transportation report and board information report.

Public comment

Melissa Jacobitz talked about protocol for masks.

Adjourn

Motion to adjourn at 7:49 PM passed with a motion by Lorens and a second by Stamm. Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea. Yea: 7, Nay: 0, Absent: 2.

Toby Marlin, Secretary

Board of Education Work Session
Dundy County Stratton Public School
Benkelman NE 69021

The Dundy County Stratton Board of Education met on Thursday, October 29, 2020 at Dundy County Stratton High School.

President Baney called the meeting to order at 6:11 PM.

Attendance Taken at 6:11 PM. Brad Baney: Present, Jason Frederick: Present, Steve Guernsey: Present, Craig Kerchal: Absent, Nick Ladenburger: Present, Kent Lorens: Absent, Toby Marlin: Present, Sandy Noffsinger: Present, Shad Stamm: Present. Present: 7, Absent: 2.

Others present:

Rick Haney, Superintendent

Pledge of Allegiance. The Pledge of Allegiance was recited.

President Baney stated that the board follows the Open Meetings Act Guidelines which are located in the meeting room. The Board of Education may enter closed session during the meeting when it determines that doing so is appropriate and is authorized by the provisions of the Open Meeting Act.

Work Session w/NASB Consultant

Adjourn

Motion to adjourn at 7:08 PM with no action being taken since this was only a work session passed with a motion by Ladenburger and a second by Stamm. Baney: Yea, Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea
Yea: 7, Nay: 0, Absent: 2.



Toby Marlin, Secretary

C. Payment of the bills
Consent Item

General Fund Authorization November 2020

Accelerated Receivables Solutions	Payroll	232.73
AFLAC	Payroll	1,925.47
Colonial Life	Payroll	586.91
Dundy County School Cafe Plan	Payroll	1,160.67
EFTPS	Payroll	68,814.62
Healthplan Services, Inc	Payroll	660.00
LegalShield	Payroll	108.60
MG Trust Company	Payroll	10,520.00
Nebraska Dept of Revenue	Payroll	9,762.36
Nebraska School Retirement System	Payroll	56,124.02
Principal Life Insurance Co	Payroll	1,031.47
EFTPS	Payroll	115.00
Nebraska Dept of Revenue	Payroll	1.95
Blue Cross-Blue Shield	Payroll	64,291.26
LIFETEAM Critical Care Transport	Payroll	35.00
Net Payroll	Payroll	224,857.12
Hannah Stroup	Expense Reimbursement	52.59
Hannah Stroup	State XC Meals	48.00
Nearpod	Subscription	120.00
21st Century	Filters	24.80
Awards Unlimited, Inc	Name Plates	349.89
Black Hills Energy	Gas	425.97
Blick Art Materials LLC	Supplies	73.70
BWTELCOM	Phone	562.29
Castillo, Robert	Expense Reimbursement	344.50
CDW Government Inc	Computer Parts	43.42
City Of Benkelman	Utilities, Light Repair	8,160.11
Confer, Ricky	Expense Reimbursement	52.74
Cornhusker Internat'l Trucks	#11 Repairs	69.41
D & L Pest Control LLC	Monthly Treatment	132.00
Dana F. Cole & Company, LLP	Auditing, Travel	10,177.67
Dundy Co Stratton School Lunch	Seconds-Oct 2020	2,032.75
Dundy County Hospital	Bus Physical, Drug Test, PT	291.00
Eakes Office Products	Custodial/Office Supplies	939.04
Educational Design Solutions	Lexia Licenses	2,040.00
Esu #15	Sped Services	21,276.35
Esu #16	Audiology, Progam Supervision	208.16
Frederick, Michael	Book	24.00
Frenchman Valley Coop	Fuel	1,557.54
Frenchman Valley McCook	20-21 Propane Contract-SE	1,564.50
Grainger	Custodial Supplies	24.27
Great Plains Communications	Phone, Internet	236.13
Heritage Lumber	Supplies	313.56
HireRight LLC	Random Testing	182.40
Hometown Leasing	Copier Lease	972.05
Ideal/Bluffs Facility Solutions	Electrostatic Diffusers	5,900.00
Imperial NAPA	Repairs	4,893.21
Innovative Office Solutions, LLC	Sanitizer	144.29
IXL Learning	License Upgrade	956.00
Jerry's Super Shop	Supplies	13.63
KSB School Law	Legal Services	75.00
League Builders Supply Inc	Supplies	5.99
McGraw-Hill School Education	Return Workbooks	109.44

MCI	Phone	50.74
Mead Lumber	Repairs	419.64
Messersmith Water Treatment	Rent, Salt	26.38
Nebraska Assn of School Boards	State Ed Conference	1,330.00
Nebraska.gov	Subscription Fee	100.00
Nebraska/Central Equipment	#3 Repairs	356.36
Norris, Aleta	Mileage	1,521.45
Owens Implement & Supply	Supplies	517.23
Reichert, Richard	Equipment Rental-Sprayer, Backhoe	1,240.00
Rocky Mountain Low Voltage	Monthly Monitoring	25.00
Scholastic Inc	Subscription	280.17
Scoop Media LLC	Advertising	250.29
SPARQDATA Solutions	Subscription-Tier 2	350.00
SWPPD	Bus Radio	50.00
Texas Music Festivals	Supplies	511.50
Time Clock Plus, LLC	Licences	18.00
Unifirst Corporation	Custodial Supplies	445.60
US Bank	iPads, Subscriptions, Supplies	3,803.05
US Foods-Grand Island	Custodial Supplies	682.74
Verizon Wireless	Cell Phones	40.01
Village of Stratton	Utilities	769.51
Western Nebraska Administrators	Dues	100.00

\$ 517,511.25

11/05/2020 12:47 PM

Posted - All; Fund Number 05; Processing Month 10/2020

User ID: SRW

Vendor Name	Invoice Description	Amount
Checking Account ID ACTIVITY	Fund Number 05 ACTIVITY FUND	
Alma Public Schools	Marching Band Entry Fee	75.00
Anselmo-Merna Public Schools	1st Round Football Playoff	497.38
Brennan, Shelby	Officiating JH-2 games	80.00
Bridgeport Public Schools	District Cross Country	50.00
Cash Wa Distributing	Concession Purchases	507.10
Chesterman Company	Concession Purchases	287.31
Country Meats	Fundraising Purchases	2,403.00
Engbrecht, Elias	1st Round Football Playoff	187.40
Faimon, Teri	Garden Supplies	176.31
Fortkamp, Kelen	Football Hi-Line 10-2-20	187.40
Gaulke, Robert	JH VB Tourney 10-17-20	0.00
Gothenburg Public Schools	XC Entry Fee Girls Team, 3 boys	65.00
Grace Market	Concession Purchases	100.00
Hamilton, Monica	JH VB Tourney 10-17-20	0.00
Johnson, Jordan	Officiate DCS Invite-3 games,mileage \$5	384.00
Kearney High School	Marching Band Contest 10-24-20	200.00
Killingsworth JR, Arthur	FFA Supplies	19.16
Little Caesars Fundraising	Pizza Kit Fundraising	3,582.00
Lou's Sporting Goods	Speedflex Helmets-JH	1,703.13
Lourdes Central Catholic	136 Adult, 19 Students, 2 Cheerleaders	1,057.00
Maxwell, Matthew	Football Hi-Line 10-2-20	187.40
National FFA Organization	State, National Dues	432.00
Nebraska FFA State Association	State, National Dues	475.00
Nebraska School Activities Assn	1st Round Football Playoff	579.71
Nebraska State Bar Foundation	Entry Fee-2 teams	100.00
NSBA	JH All State Audition Fee	16.00
Ogallala Public Schools	District B-4 Girls Golf Entry Fee	35.00
Owens Implement & Supply	Art Club Supplies	21.16
Pepsi Co	Concession Purchases	262.52
Rettele, Timothy	Range Balls-District Golf	10.00
Rocket Inn, The	Football Meal-Southern Valley	174.00
Scoop Media LLC	Fall Memory Mates	1,239.30
Scottsbluff High School	Entry Fee Old West ChoirFest	125.00
Seize The Daisy	Parents Night Flowers	184.00
Southwest Schools	9-10 VB Tourney Entry Fee	50.00
Stroup, Hannah	State XC Meals-1 student	24.00
Tri-Basin NRD	Land Judging Fees	22.00
US Bank	Hudl, Supplies	6,948.71
Volk, Matt	Football Hi-Line 10-2-20	110.00
White, Gary	1st Round Football Playoff	187.40
Wright, Dennis	1st Round Football Playoff	77.40
Fund Number 05		<hr/> 22,821.79
Checking Account ID ACTIVITY		<hr/> 22,821.79

Board Report - Invoice Detail

Unposted; Batch Description November 9 2020 Lunch Checks

Vendor Name	Invoice Description	Amount
Checking Account ID NUTRITION	Fund Number 06 NUTRITION FUND	
Cash Wa Distributing	Food, Supplies	13,378.41
Owens Implement & Supply	Supplies	19.98
Stratton Country Market	Food	35.24
US Bank	Supplies	8.03
US Foods-Grand Island	Food	278.34
Fund Number 06		<hr/> 13,720.00
Checking Account ID NUTRITION		<hr/> 13,720.00

22. **Business Meeting**

Action Item

A. Financial Report

Action Item

Presentation of the financial status of the district, balances in various funds, recent/impending activity therein, anticipated expenses and planning for future considerations.

Financial Report November				
	Income		Expense	
	MTD	YTD	MTD	YTD
2020	\$ 46,105	\$ 413,044	\$ 500,798	\$ 1,562,883
2019	\$ 78,413	\$ 434,747	\$ 494,625	\$ 1,601,787
2018	\$ 86,119	\$ 333,174	\$ 471,202	\$ 1,463,917
2017	\$ 116,004	\$ 618,821	\$ 467,669	\$ 1,427,707
2016	\$ 243,256	\$ 520,570	\$ 460,476	\$ 1,474,710
2015	\$ 332,034	\$ 1,317,545	\$ 482,851	\$ 1,520,713
2014	\$ 393,196	\$ 1,181,101	\$ 439,907	\$ 1,425,144
Average	\$ 234,122	\$ 794,242	\$ 464,421	\$ 1,462,438

Fund Balances							
	Unemp	General Fund	Depreciation	QCPUF	Sp Bld	Dep/SpBd/Q	Total
2020	\$ 13,328	\$ 2,626,516	\$ 739,998	\$ 200,310	\$ 838,894	\$ 1,779,202	\$ 4,419,046
2019	\$ 13,278	\$ 2,463,959	\$ 544,171	\$ 123,457	\$ 480,913	\$ 1,148,541	\$ 3,625,778
2018	\$ 13,208	\$ 2,544,963	\$ 415,569	\$ 73,722	\$ 381,826	\$ 871,117	\$ 3,429,288
2017	\$ 10,946	\$ 2,102,465	\$ 141,002	\$ 50,056	\$ 254,608	\$ 445,666	\$ 2,559,077
2016	\$ 13,910	\$ 1,711,541	\$ 142,476	\$ 100,197	\$ 265,411	\$ 508,084	\$ 2,233,535
2015	\$ 13,903	\$ 1,216,859	\$ 173,510	\$ 100,983	\$ 254,195	\$ 528,688	\$ 1,759,450
2014	\$ 13,898	\$ 1,327,901	\$ 263,391	\$ 112,613	\$ 408,368	\$ 784,372	\$ 2,126,171
Average	\$ 13,173	\$ 1,780,746	\$ 227,190	\$ 87,514	\$ 312,882	\$ 627,585	\$ 2,421,504

Account Groups; Processing Month 10/2020; Account Group ID GFREVENUE

Account Group: GFREVENUE Monthly Board Report Accounts

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	Taxes Levied/Assessed by the School Dist	5,177,384.00	24,722.59	259,429.94	5.01	4,917,954.06
01 1115	Carline Taxes	7,000.00	0.00	0.00	0.00	7,000.00
01 1120	Public Power Dist Sales Tax	3,500.00	0.00	0.00	0.00	3,500.00
01 1125	Motor Vehicle Tax	275,000.00	12,498.88	29,414.05	10.70	245,585.95
01 1140	Penalties & Interest on Taxes	15,000.00	770.49	1,974.26	13.16	13,025.74
01 1311	Tuition From Individuals-Reg Ed	0.00	0.00	0.00	0.00	0.00
01 1315	Tuition-Education Entities-Distance Ed	3,000.00	0.00	0.00	0.00	3,000.00
01 1370	Preschool Tuition & Fees	5,500.00	933.00	1,375.00	25.00	4,125.00
01 1510	Interest on Investments	15,000.00	561.54	1,064.55	7.10	13,935.45
01 1910	Rental Of Sch Equip/Facility	0.00	0.00	0.00	0.00	0.00
01 1911	Local License Fees	3,000.00	0.00	1,740.00	58.00	1,260.00
01 1920	Contributions-Donations	0.00	0.00	0.00	0.00	0.00
01 1990	Other Local Receipts	16,000.00	30.00	30.00	0.19	15,970.00
Subtotal: LOCAL RECIEPTS		5,520,384.00	39,516.50	295,027.80	5.34	5,225,356.20
01 2110	County Fines And License	18,000.00	0.00	0.00	0.00	18,000.00
01 2130	Other County Receipts	0.00	0.00	0.00	0.00	0.00
01 2210	Educational Service Unit Receipts	1,500.00	0.00	0.00	0.00	1,500.00
Subtotal: COUNTY AND ESU RECEIPTS		19,500.00	0.00	0.00	0.00	19,500.00
01 3110	State Aid	37,126.00	3,713.00	7,426.00	20.00	29,700.00
01 3120	Special Education-School Age	216,313.00	0.00	0.00	0.00	216,313.00
01 3125	Special Ed. Transportation-Sch Age	17,500.00	0.00	0.00	0.00	17,500.00
01 3130	Homestead Exemption	0.00	0.00	0.00	0.00	0.00
01 3131	Property Tax Credit	0.00	0.00	0.00	0.00	0.00
01 3132	Personal Property Tax Credit	0.00	0.00	0.00	0.00	0.00
01 3134	Railroad & Public Property Tax Credit	0.00	0.00	0.00	0.00	0.00
01 3180	Pro-Rate Motor Vehicle	16,000.00	0.00	1,119.90	7.00	14,880.10
01 3400	State Apportionment	49,780.00	0.00	0.00	0.00	49,780.00
01 3512	Distance Education Incentive Pymts	0.00	0.00	0.00	0.00	0.00
01 3535	Payments For High Ability Learners	3,000.00	2,875.00	2,875.00	95.83	125.00
01 3990	Other State Receipts	0.00	0.00	0.00	0.00	0.00
Subtotal: STATE RECEIPTS		339,719.00	6,588.00	11,420.90	3.36	328,298.10
01 4105	Universal Service Fund-E-Rate	0.00	0.00	0.00	0.00	0.00
01 4310	REAP: SRSA Grants	0.00	0.00	24,270.00	0.00	(24,270.00)
01 4505	Title I, Part A ESSA Improving Basic Pro	94,865.00	0.00	0.00	0.00	94,865.00
01 4506	Title I, Part A Accountability ESSA Impr	0.00	0.00	0.00	0.00	0.00
01 4509	Title II Part A ESSA Supporting Eff Inst	15,765.00	0.00	0.00	0.00	15,765.00
01 4512	IDEA Part B (611) Base Allocation	97,193.00	0.00	0.00	0.00	97,193.00
01 4516	IDEA PreK(619) Base Allocation	579.00	0.00	0.00	0.00	579.00
01 4519	IDEA Enrollment/Poverty	0.00	0.00	0.00	0.00	0.00
01 4525	Federal Vocational Ed & Tech (Perki	3,000.00	0.00	0.00	0.00	3,000.00
01 4708	Medicaid In Public Schools	15,000.00	0.00	0.00	0.00	15,000.00
01 4709	Medicaid Administrative Activities	0.00	0.00	0.00	0.00	0.00
01 4969	TITLE IV-A: Student Support & Academic G	0.00	0.00	0.00	0.00	0.00
01 4996	CARES	0.00	0.00	82,325.00	0.00	(82,325.00)
Subtotal: FEDERAL RECEIPTS		226,402.00	0.00	106,595.00	47.08	119,807.00
01 5301	Insurance Adjustments	0.00	0.00	0.00	0.00	0.00
01 5500	Capital Lease Proceeds	0.00	0.00	0.00	0.00	0.00
01 5600	Other L-T Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Subtotal: NON-REVENUE RECEIPTS		0.00	0.00	0.00	0.00	0.00
		<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:		6,106,005.00	46,104.50	413,043.70	6.76	5,692,961.30

TOTAL SUMMARY OF BANK BALANCES

	July	August	September	October
<i>Pinnacle Bank-Unemployment</i>	\$13,324.22	\$13,325.35	\$13,326.45	\$13,327.55
General Fund				
Pinnacle Bank-MMSA	\$2,659,251.34	\$1,949,713.85	\$2,705,197.22	\$2,580,737.67
Pinnacle Bank Benkelman-General Fund	\$10,212.38	\$43,098.81	\$139,616.49	\$32,955.72
Pinnacle Bank Benkelman-Clearing A/C	\$12,146.05	\$12,978.44	\$12,952.78	\$12,822.17
<i>Total General Fund Balances</i>	\$2,681,609.77	\$2,005,791.10	\$2,857,766.49	\$2,626,515.56
<i>Pinnacle Bank Depreciation Fund Balance</i>	\$502,019.41	\$795,830.56	\$749,852.95	\$739,998.44
QCPUF				
Pinnacle Bank Benkelman-Checking A/C	\$175,920.61	\$176,154.56	\$195,441.75	\$198,945.91
NE Liquid Asset Fund	\$1,364.35	\$1,364.38	\$1,364.40	\$1,364.42
<i>Total Qualified Capital Purpose Undertaking Fund</i>	\$177,284.96	\$177,518.94	\$196,806.15	\$200,310.33
<i>Pinnacle Bank Special Building Fund</i>	\$731,290.80	\$732,431.04	\$822,490.93	\$838,894.32
<i>Total Cash in Bank</i>	\$4,105,529.16	\$3,724,896.99	\$4,640,242.97	\$4,419,046.20

CASH FLOW STATEMENT

Beginning Balance General Fund Checking \$ **32,955.72**

MMSA-Amfirst Bank 2,580,737.67

Total General Fund Money \$ 2,613,693.39

ESTIMATED DISBURSEMENTS

Bills	77,284.07		2019-2020	2018-2019
Payroll	<u>440,227.18</u>	517,511.25	510,672.54	489,066.40

COUNTY RECEIPTS

Dundy County Treasurer	37,991.96			
Hitchcock County Treasurer	<u>-</u>		2019-2020	2018-2019
	37,991.96		88,633.85	72,411.45

Estimated Over(Under)age - GF Checking	\$ (446,563.57)
Transfers Out	\$ -
Lunch Payroll	\$ 24,659.97
NDE Money	\$ 26,229.00
Transfer TO/FROM MMSA	\$ 415,000.00
	\$ 19,325.40

Regular; Beginning Month 09/2020; Processing Month 10/2020; Fund Number 02, 03, 08,
09

Fund: 02 DEPRECIATION

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
Current Assets					
02 101	CASH	795,830.56	313.66	56,145.78	739,998.44
Total:	Current Assets	795,830.56	313.66	56,145.78	739,998.44
Fund Balance					
02 704	FUND BALANCE	795,830.56	56,145.78	313.66	739,998.44
Total:	Fund Balance	795,830.56	56,145.78	313.66	739,998.44
Revenue					
02 1510	Interest Earned	0.00	0.00	313.66	313.66
Total:	Revenue	0.00	0.00	313.66	313.66
Expenditure					
02 2900 450 001	Construction Services	0.00	13,300.00	0.00	13,300.00
02 2900 450 002	Construction Services	0.00	4,800.00	0.00	4,800.00
02 2900 450 004	Construction Services	0.00	8,114.00	0.00	8,114.00
02 2900 733 001	Furniture & Fixtures	0.00	1,109.00	0.00	1,109.00
02 2900 733 004	Furniture & Fixtures	0.00	4,083.80	0.00	4,083.80
02 2900 734 001	Technology Related Hardware	0.00	24,738.98	0.00	24,738.98
Total:	Expenditure	0.00	56,145.78	0.00	56,145.78
Total:	02	1,591,661.12	112,605.22	56,773.10	1,536,456.32

Fund: 03 EMPLOYEE BENEFIT FUND

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
Current Assets					
03 101	CASH	13,325.35	2.20	0.00	13,327.55
03 106	Cafeteria Checking	2,185.01	2,321.34	832.80	3,673.55
Total:	Current Assets	15,510.36	2,323.54	832.80	17,001.10
Fund Balance					
03 704	FUND BALANCE	15,510.36	832.80	2,323.54	17,001.10
Total:	Fund Balance	15,510.36	832.80	2,323.54	17,001.10
Revenue					
03 1510	Interest Earned	0.00	0.00	2.20	2.20
03 5200	Fund Transfers In	0.00	0.00	2,321.34	2,321.34
Total:	Revenue	0.00	0.00	2,323.54	2,323.54
Expenditure					
03 2900 260 000	Employee Benefits	0.00	832.80	0.00	832.80
Total:	Expenditure	0.00	832.80	0.00	832.80
Total:	03	31,020.72	3,989.14	5,479.88	37,158.54

Fund: 08 SPECIAL BUILDING FUND

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
Current Assets					
08 101	CASH	732,431.04	106,463.28	0.00	838,894.32
08 131	Receivable Account	89,899.68	17,963.69	106,131.93	1,731.44
Total:	Current Assets	822,330.72	124,426.97	106,131.93	840,625.76
Fund Balance					
08 704	FUND BALANCE	822,330.72	0.00	18,295.04	840,625.76
Total:	Fund Balance	822,330.72	0.00	18,295.04	840,625.76
Revenue					
08 1100	Taxes Levied	0.00	0.00	17,760.57	17,760.57
08 1140	Penalties & Interest on Taxes	0.00	0.00	126.22	126.22
08 1510	Interest Earned	0.00	0.00	331.35	331.35
08 3180	Pro-Rate Motor Vehicle	0.00	0.00	76.90	76.90
Total:	Revenue	0.00	0.00	18,295.04	18,295.04
Total:	08	1,644,661.44	124,426.97	142,722.01	1,699,546.56

Regular; Beginning Month 09/2020; Processing Month 10/2020; Fund Number 02, 03, 08,
 09

Fund: 08 SPECIAL BUILDING FUND

Beginning Balance Debits Credits Ending Balance

Fund: 09 QCPUF

Beginning Balance Debits Credits Ending Balance

Current Assets

09 101	CASH	177,518.94	22,791.39	0.00	200,310.33
09 131	Receivable Account	19,264.24	3,851.46	22,744.02	371.68
Total: Current Assets		196,783.18	26,642.85	22,744.02	200,682.01

Fund Balance

09 704	FUND BALANCE	196,783.18	0.00	3,898.83	200,682.01
Total: Fund Balance		196,783.18	0.00	3,898.83	200,682.01

Revenue

09 1100	Taxes Levied	0.00	0.00	3,807.59	3,807.59
09 1140	Penalties & Interest on Taxes	0.00	0.00	27.39	27.39
09 1510	Interest Earned	0.00	0.00	47.37	47.37
09 3180	Pro-Rate Motor Vehicle	0.00	0.00	16.48	16.48
Total: Revenue		0.00	0.00	3,898.83	3,898.83
Total: 09		393,566.36	26,642.85	30,541.68	405,262.85

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2020 - 11/2020

Regular; Beginning Month 09/2020; Processing Month 11/2020; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0100	Cheerleaders	4,901.64	10.00	0.00	0.00	4,891.64
05 704 0105	Cheerleading Fundraising	1,289.76	0.00	0.00	0.00	1,289.76
05 704 0110	Cross Country	0.00	782.17	475.00	0.00	(307.17)
05 704 0120	Football	0.00	14,216.53	5,296.00	0.00	(8,920.53)
05 704 0125	Football Fundraising	5,973.32	1,089.22	3,965.00	0.00	8,849.10
05 704 0130	Volleyball	0.00	2,718.47	949.00	0.00	(1,769.47)
05 704 0135	Volleyball Fundraising	9,253.06	2,668.91	160.00	0.00	6,744.15
05 704 0140	Basketball	0.00	2,250.00	0.00	0.00	(2,250.00)
05 704 0145	Boys Basketball Fundraising	64.12	0.00	0.00	0.00	64.12
05 704 0147	Girls Basketball Fundraising	7,164.33	812.00	0.00	0.00	6,352.33
05 704 0150	Wrestling	0.00	320.00	0.00	0.00	(320.00)
05 704 0155	Wrestling Fundraising	2,351.53	0.00	0.00	0.00	2,351.53
05 704 0165	Track Fundraising	938.00	0.00	0.00	0.00	938.00
05 704 0170	Girls Golf	0.00	235.34	0.00	0.00	(235.34)
05 704 0175	Girls Golf Fundraising	694.36	0.00	0.00	0.00	694.36
05 704 0185	Boys Golf Fundraising	1,022.34	0.00	0.00	0.00	1,022.34
05 704 0300	Class of 2024	40.78	570.00	416.00	0.00	(113.22)
05 704 0310	Class of 2021	2,740.46	0.00	0.00	0.00	2,740.46
05 704 0320	Class of 2022	3,469.09	0.00	0.00	0.00	3,469.09
05 704 0330	Class of 2023	44.12	742.20	1,298.50	0.00	600.42
05 704 0340	FBLA	7,670.40	4,865.30	7,259.01	0.00	10,064.11
05 704 0350	FBLA Summer Reading	2,298.65	632.12	0.00	0.00	1,666.53
05 704 0360	FCCLA	(4,711.47)	0.00	30.00	0.00	(4,681.47)
05 704 0370	FFA	14,849.31	4,278.74	247.45	0.00	10,818.02
05 704 0400	Student Council	0.00	305.00	236.50	0.00	(68.50)
05 704 0410	Letterclub	307.68	0.00	0.00	0.00	307.68
05 704 0430	7-12 Vocal	0.00	374.00	0.00	0.00	(374.00)
05 704 0440	Band	0.00	298.98	0.00	0.00	(298.98)
05 704 0445	Music Fundraising	1,117.25	0.00	0.00	0.00	1,117.25
05 704 0450	Spanish Club	6,325.35	0.00	0.00	0.00	6,325.35
05 704 0460	Play Production	0.00	181.84	0.00	0.00	(181.84)
05 704 0470	Mock Trial	0.00	100.00	0.00	0.00	(100.00)
05 704 0490	Art Club	2,192.14	43.92	0.00	0.00	2,148.22
05 704 0600	Shop Projects	66.11	0.00	0.00	0.00	66.11
05 704 0610	Pop Account	565.71	360.92	0.00	0.00	204.79
05 704 0620	Sp Ed Activity A/C	703.60	0.00	0.00	0.00	703.60

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2020 - 11/2020

Regular; Beginning Month 09/2020; Processing Month 11/2020; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0630	Revolving	3,726.33	4,089.39	22.41	0.00	(340.65)
05 704 0640	Special Purchasing	4,254.48	0.00	0.00	0.00	4,254.48
05 704 0650	Box Tops for Education	6,560.26	0.00	0.00	0.00	6,560.26
05 704 0660	Annual	0.00	0.00	460.00	0.00	460.00
05 704 0665	DCS News	200.00	0.00	0.00	0.00	200.00
05 704 0670	Computer Technology	773.84	0.00	0.00	0.00	773.84
05 704 0680	Entrepreneurship	1,090.99	0.00	35.00	0.00	1,125.99
05 704 0690	Concessions	0.00	3,108.30	3,741.74	0.00	633.44
05 704 0800	Grade Activity	7,023.81	0.00	0.00	0.00	7,023.81
05 704 0810	Stuco-Grade School	1,000.16	0.00	0.00	0.00	1,000.16
05 704 0830	Stratton	811.99	176.31	0.00	0.00	635.68
Fund Total: 05		96,773.50	45,229.66	24,591.61	0.00	76,135.45

Regular; Beginning Month 09/2020; Processing Month 10/2020; Fund Number 06

Fund: 06 NUTRITION FUND

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
Current Assets					
06 101	CASH	7,706.08	45,554.15	21,985.96	31,274.27
06 103	Payroll Cash	0.00	0.00	24,659.97	(24,659.97)
Total: Current Assets		7,706.08	45,554.15	46,645.93	6,614.30
Current Liabilities					
06 450	PAYROLL DEDUCTION PAYABLE	0.00	655.02	823.86	168.84
06 451	FICA PAYABLE	0.00	2,432.68	3,410.64	977.96
06 452	FIT PAYABLE	0.00	874.17	874.17	0.00
06 453	INSURANCE PAYABLE	0.00	1,080.98	1,080.98	0.00
06 454	RETIREMENT PAYABLE	0.00	2,859.15	4,140.83	1,281.68
06 455	SIT PAYABLE	0.00	372.74	415.37	42.63
Total: Current Liabilities		0.00	8,274.74	10,745.85	2,471.11
Fund Balance					
06 704	FUND BALANCE	7,706.08	49,145.14	45,582.25	4,143.19
Total: Fund Balance		7,706.08	49,145.14	45,582.25	4,143.19
Revenue					
06 1510	Interest Earned	0.00	0.00	4.31	4.31
06 1611	Daily Sales-School Lunch Program	0.00	131.56	3,132.10	3,000.54
06 1620	Daily Sales-Non-reimbursable Programs	0.00	0.00	350.00	350.00
06 4210	Federal Reimbursement	0.00	0.00	25,581.74	25,581.74
06 4530	Other Federal Categorical Receipts	0.00	0.00	9,230.00	9,230.00
06 5200	Transfers from General Fund	0.00	0.00	7,256.00	7,256.00
Total: Revenue		0.00	131.56	45,554.15	45,422.59
Expenditure					
06 3100 110 001	Salaries of Regular Employees-Non-Instru	0.00	9,088.57	0.00	9,088.57
06 3100 110 002	Salaries of Regular Employees-Non-Instru	0.00	9,655.01	0.00	9,655.01
06 3100 110 004	Salaries of Regular Employees-Non-Instru	0.00	3,548.58	0.00	3,548.58
06 3100 130 001	Overtime-Non Instructional Staff	0.00	0.00	0.00	0.00
06 3100 130 002	Overtime-Non Instructional Staff	0.00	0.00	0.00	0.00
06 3100 130 004	Overtime-Non Instructional Staff	0.00	0.00	0.00	0.00
06 3100 210 001	Group Insurance-Non Instructional	0.00	540.48	0.00	540.48
06 3100 210 002	Group Insurance-Non Instructional	0.00	540.50	0.00	540.50
06 3100 220 001	Social Security-Non Instructional	0.00	695.21	12.08	683.13
06 3100 220 002	Social Security-Non Instructional	0.00	738.60	15.83	722.77
06 3100 220 004	Social Security-Non Instructional	0.00	271.51	0.19	271.32
06 3100 230 001	Retirement-Non Instructional	0.00	837.11	0.00	837.11
06 3100 230 002	Retirement-Non Instructional	0.00	893.09	0.00	893.09
06 3100 230 004	Retirement-Non Instructional	0.00	350.52	0.00	350.52
06 3100 270 001	Worker's Comp-Non-Instructional Staff	0.00	424.00	0.00	424.00
06 3100 270 002	Worker's Comp-Non-Instructional Staff	0.00	2,851.00	0.00	2,851.00
06 3100 270 004	Worker's Comp-Non-Instructional Staff	0.00	359.00	0.00	359.00
06 3100 580 004	Travel: Transportation, Meals, Hotel	0.00	115.00	0.00	115.00
06 3100 610 001	General Supplies	0.00	1,072.68	0.00	1,072.68
06 3100 610 002	General Supplies	0.00	1,525.89	0.00	1,525.89
06 3100 610 004	General Supplies	0.00	35.40	0.00	35.40
06 3100 610 004 019	General Supplies-Covid 19	0.00	140.75	0.00	140.75
06 3100 630 001	Food: School Food Service Program	0.00	6,285.31	0.00	6,285.31
06 3100 630 002	Food: School Food Service Program	0.00	5,877.57	0.00	5,877.57
06 3100 630 004	Food: School Food Service Program	0.00	3,167.80	0.00	3,167.80
Total: Expenditure		0.00	49,013.58	28.10	48,985.48
Total: 06		15,412.16	152,119.17	148,556.28	107,636.67

US BANK Credit Card October 2020

9/25/2020	Walmart	Supplies	183.62
9/26/2020	Apple	iPads-Grant Funds	1919.58
9/29/2020	Amazon	Supplies	104.27
9/30/2020	Amazon	Supplies	43.97
10/1/2020	Rise Vision	Display Licenses	27.00
10/4/2020	Amazon	Supplies	12.99
10/5/2020	Spell City	Subscription	69.95
10/6/2020	Apple	Apps	49.60
10/9/2020	Teachers Pay Teachers	Books	63.14
10/9/2020	Emergency Medical Products	AED Supplies	179.85
10/12/2020	Amazon	Books	29.70
10/13/2020	Original Wheels	Repairs #18	200.00
10/15/2020	Encompass	Supplies	26.64
10/16/2020	Amazon	Supplies	209.99
10/19/2020	McCook Gazette	Subscription	337.50
10/21/2020	Air & Space Magazine	Subscription	22.00
10/22/2020	Office Depot	Supplies	249.90
10/22/2020	Amazon	Books	7.99
10/22/2020	Ideas & Discoveries	Subscription	17.94
10/24/2020	Kwik Stop	Band Trip	47.42

\$ 3,803.05

B. NASB information
Action Item

C. Motion to approve the financial report as presented. Passed with a motion by Sandy Noffsinger and a second by Toby Marlin.

D. Brad Baney:	E. Yea
F. Jason Frederick:	G. Yea
H. Steve Guernsey:	I. Yea
J. Nick Ladenburger:	K. Yea
L. Toby Marlin:	M. Yea
N. Sandy Noffsinger:	O. Yea
P. Shad Stamm:	Q. Yea

NASB Monthly Update for Board Meetings - Agenda Item: November 2020

View the Monthly Update in video form now at:

<http://members.nasbonline.org/index.php/news-resources/videos>

[October Board Notes - Newsletter](#)

“NASB Update”

As a board, some items you should doing, or have completed during **November** include:

- Review the District and each Building AQuESTT Classification
- District Assurance Statement. On or before November 1, the school district must submit their Rule 10 Accreditation Assurance Statement to NDE. The statement must be signed either by the superintendent and/or a member of the governing board.
- ESU Assurance Statement. On or before November 1, the ESU must submit their Rule 84 Assurance Statement to NDE.
- Fall Membership Report. On or before November 1 the superintendent of each school district shall submit to the Commissioner of Education a report described as the annual financial report. Failure to meet the November 1 deadline could result in state aid granted pursuant to the TEEOSA be withheld until such time as the report is received by the department.
- Appoint Delegate Assembly Representative – Delegate Assembly is Friday, November 13 at 1:00 PM CT
- Review and Authorize School District Audit – On or before November 5, a copy of the Audit Report shall be filed with the Commissioner of Ed. and Auditor of Public Accounts.
- Collective Bargaining – On or before November 1 negotiations shall begin. No fewer than four negotiations meetings between the certificated and instructional employees’ collective-bargaining agent and the board’s bargaining agent.
- ESU Yearly Report – On or before November 1, each ESU is required to publish a Report of Yearly Activities of the ESU Board. The report shall include the amount of revenue received and expenditures itemized by categories.
- Review Annual Emergency Safety Plan
- District Resource; Fall district enrollment figures Board-Superintendent Relations
- Distribute the superintendent evaluation to be completed by each board member. *NASB Online Survey System, direct the Association to distribute links to each individual board member to complete the superintendent evaluation. Note: Review board policy and superintendent contract to ensure the board is meeting the directives of both documents.

NASB’s Video Resources: <http://members.nasbonline.org/index.php/news-resources/videos>

- Legal Resources, NASB’s Live & Learn Series, Q&A’s with the Governor and Commissioner Blomstedt, EHA Updates, Advocacy breakdowns, Monthly Board Agendas, and MUCH more!

Networking & Events: <http://members.nasbonline.org/index.php/events>

- **2020 (Virtual) Delegate Assembly** – Tuesday, November 13, at 1:00 PM CT. If you have any questions about the upcoming Delegate Assembly, please email Sallie or call 800-422-4572
- **2020 State Education Conference** – Registration to participate virtually is still open for the annual State Conference as well, to be held both in-person and virtually November 18-20 in Omaha.
<http://members.nasbonline.org/index.php/state-education-conference>
 - See all of Sharon’s updates in this months video!
- **New Board Member Workshops & Webinars** - Registration is Open, you should have received a postcard in the mail, the first event starts November 30th, learn more at
<http://members.nasbonline.org/index.php/new-board-member-workshops>

Advocacy/2021 Legislative Session:

- The 2021 legislative session begins January 6. Keep tabs with all things pertinent to your school at NASB’s Govt Relations page at <http://members.nasbonline.org/index.php/government-relations>
- The **2020 Delegate Assembly** will be virtual this year on November 13 at 1:00 PM CT. Make sure your board is represented.
- Stay engaged during the Session and follow along with the bills NASB is tracking at:
<https://nasb.envisiams.com/legislative-bills> and through NASB’s **Legislative Notes** e-updates.

NASB COVID-19 RESOURCE LINKS

- <http://members.nasbonline.org/index.php/news-resources/covid-19-resources>
- We are continuing to add items & updates as they arise

Follow NASB on twitter at www.twitter.com/NASBOnline using the hashtag #liveNASB
and on facebook at www.facebook.com/NASBOnline

Watch all of the NASB videos at <http://members.nasbonline.org/index.php/news-resources/videos>

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the **Board Notes newsletter** for “This Month In ...” To access the latest newsletter, click here:

<http://members.nasbonline.org/index.php/news-resources/board-notes>



1311 Stockwell - Lincoln, Nebraska 68502

Inspection Summary Report

Dundy County Stratton Schools - Stratton and Benkelman, Nebraska

Loss Control Visit Completed by Matt Fisher on October 13, 2020

Key Personnel met with – Rick Haney, Superintendent - Richard Reichert, Director of Maintenance

BUILDINGS: The district operates three schools (the High School facility located at 400 9th Ave. in Benkelman, the Benkelman Elementary building at 900 A Street, and Stratton Elementary at 605 Bailey Street in Stratton). All of these buildings are located within Dundy County in Southwestern Nebraska. During this visit I toured the high school and the district's bus barn located in Benkelman.

ADMINISTRATIVE INTERVIEW: An interview was conducted with Mr. Rick Haney, the district superintendent.

The Workmen's Compensation Modifier for Dundy County Stratton for 2020-21 is .70. This is a very good modifier and a reflection of the efforts being made to maintain safe work environments across the district.

DCS district employees have begun using the "SafeSchools" video training series. The staff have completed trainings on Blood Borne Pathogens as well as some of the Covid 19 training. These materials provide a wealth of information to help employees be safer on the job.

The district has in place a Safety Committee that acts to meet the requirements of LB 757 and NDE Rule 10. The committee is functioning to meet both requirements. It is recommended that the agenda for these combined meetings designate Rule 10 topics and LB 757 topics. These designations should also be noted in the documentation that is kept on file following the meeting.

Mr. Haney reported that the district works with the local hospital to train staff members in CPR as well as training to use the AED and Epi Pen. Staff have had the appropriate training in Suicide Awareness, Concussion Protocol, and Heat Acclimation.

The district is working to enhance overall building security by upgrading camera systems in each building. A buzz-in system to limit student access to the locker rooms is in place. A new door and office configuration is being considered which will help eliminate some outside traffic in the buildings.

ALICAP "Risk Alerts" are shared with other staff members as they are seen appropriate for their position. We also discussed utilizing the ALICAP form to document monthly inspections of playgrounds.

WALK THROUGH SUMMARY: Mr. Richard Reichert, Director of Maintenance, escorted me and provided information as we reviewed the facilities and operational structure of the DCS High School in Benkelman. Mr. Robert Castil met me at the district's bus barn, also in Benkelman.

Commendations:

1. The district is installing new cameras and improving secured entrances.
2. The bus barn is well organized and neatly kept. Vehicles are updated and properly equipped.
3. For the most part rooms that were in use were clean and clear of obstructions. Tripping hazards were minimized and supplies and equipment were appropriately stored.
4. Fire and safety lighting is kept up to code.
5. The kitchen area was well organized, clean and set up to function safely and efficiently.
6. The use of Safe Schools training videos will help staff members perform their jobs in a safer and more productive manner.

Recommendations:

1. The old boiler room at the high school is outdated. Consideration should be given to doing a plumbing update in this area. The limited access to shutoffs and other critical equipment in this area present a significant safety hazard.
2. There should be consistent fire and tornado signage. There were a number of rooms at the high school where there were no signs prominently displayed.
3. While many of the storage areas were well organized and appropriately locked there are areas that need to be better organized.
4. In the junior high locker rooms there were a number of floor tiles that were loose and cracked. This presents a safety issue for people using these areas, as well as limiting the sanitary conditions.
5. Along the south end of the football field the chain link fence is in need of some repair. The top rail shows considerable damage and should be replaced.
6. The shop area is very cluttered and presents multiple trip hazards. Additionally, the welding booths there provide very minimal protection for persons in the shop as they are very low. If welding instruction is to take place in this area the height of the booths should be increased.

SUMMARY: In general, I believe the Dundy County Stratton administration and staff are working to identify and improve the safety and security of their facilities for all employees, students, and visitors. I would encourage continued vigilance as to how to best utilize resources to address safety concerns. You are moving in the right direction!

Matt Fisher, NASB, ALICAP

mfisher@nasbonline.org

(308) 380-3831

Disclaimer: *Because it is solely your responsibility to make safety and health inspections and take whatever actions may be necessary to prevent losses, enforce safety procedures, detect and eliminate hazardous conditions and comply with any federal, state, or local law, annual NDE Rule 10 review or any other rule or regulation concerning safety or health, we must advise you that by conducting surveys and issuing recommendations or reports, ALICAP does not undertake to render services or assume a duty to you or for your benefit or to any third person's benefit. ALICAP's surveys, recommendations and reports are made solely for the purpose of aiding us in reducing our losses and are not intended to detect or point out all the hazardous conditions on your property or in your operations. There may be hazardous conditions on your property or in your operations which have not been either detected or pointed out to you. You must not rely solely on ALICAP's surveys, recommendations or reports to discover any hazardous conditions as it is your responsibility to do so.*

R. Legislation
Action Item

S. Policy Updates
Action Item

Required policy updates from KSB School Law Policy Service

T. Motion to amend policy 2008, 3001, 3004.1, 4043,5018, and 5067 on first reading.
Passed with a motion by Sandy Noffsinger and a second by Steve Guernsey.

U. Brad Baney:	V. Yea
W. Jason Frederick:	X. Yea
Y. Steve Guernsey:	Z. Yea
AA. Nick Ladenburger:	BB. Yea
CC. Toby Marlin:	DD. Yea
EE. Sandy Noffsinger:	FF. Yea
GG. Shad Stamm:	HH. Yea

KAREN A. HAASE ^{NE, IA, WY}
STEVE WILLIAMS ^{NE}
BOBBY TRUHE ^{NE, SD}



COADY H. PRUETT ^{NE, CO}
JORDAN JOHNSON ^{NE}
TYLER COVERDALE ^{SD}
SHARI RUSSELL, Paralegal

M E M O R A N D U M

To: KSB Policy Service Subscribers
FROM: KSB School Law
DATE: October 7, 2020
RE: Third Set of Annual Policy Updates

Attached are the third round of 2020 KSB School Law policy updates. We have also included changes to our standard forms and updates on some other laws which do not require changes to policies but do present new obligations. We have broken these down in 3 sections: "Policy Changes;" "Form Changes;" and "Other Issues to Consider."

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Friday, October 9, 2020 at 10:00 a.m. Central Time.** In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We have included the link to the ZOOM conference in the cover email that transmitted these updates. We will also record the webinar and will post it on the KSB School Law website in the Policy Updates section.

Please feel free to contact us if you have any additional questions or if you would like to have a policy customized or "tweaked" to meet your individual circumstances.

Policy Changes

REVISION OF POLICY 2008: Meetings

LB 148 requires all school districts to give notice of their meetings by publication in a newspaper of general circulation within the district and, if available, on that newspaper's website. Although there is no clear legal definition of what a "newspaper of general circulation" is exactly, we think that so long as your local newspaper has subscribers within and beyond your school district, that should be adequate to comply with the new law. We also believe that the Omaha World Herald will qualify as a newspaper of general circulation throughout the state. The district may also provide additional meeting notice by any other appropriate method designated by the school board. So if your district has traditionally posted notice of its meeting at the post office or on its website, you can continue to do so as an additional method of notice. LB 148 also adds a new requirement that your meeting minutes note the method(s) and date(s) of the meeting notice.

LB 148 becomes effective on November 13, 2020. To be safe, we advise that your board publish notice of your November board meeting in a newspaper of general circulation, even if that means you have to get the meeting notice to your paper before November 13th. Moving forward, you will also need to be cognizant that your board will need more lead time for meetings based on the publication schedule of your local paper, a regional paper, or the World Herald, whichever you use for publication of your meeting notice.

This change is required.

REVISION OF POLICY 3001: Budget

LB 148 requires that budget hearings now be held separately from any regularly scheduled meetings and cannot be limited by time. The district will need to make at least three copies of the proposed budget statement available to the public at the hearing. The district must also make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement must be allowed to address the board at the hearing and must be given a reasonable amount of time to do so. We have amended this policy to reflect these changes as well as to highlight some of the other requirements related to budget hearings.

This change is required.

REVISION OF POLICY 3004.1: Fiscal Management for Purchasing and Procurement Using Federal Funds

School lunch program auditors raised concerns about two provisions in the Conflict of Interest and Code of Conduct section of this policy. Federal regulations prohibit school officers, employees, and agents from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or parties to subcontracts when federal funds will be used to pay for such contracts. However, those same regulations specifically authorize non-Federal entities to set standards for situations in which the receipt of an unsolicited item of nominal value is not a violation of law. We have added a provision indicating that the unsolicited receipt of items of nominal value (\$25 or less) is not a violation of the policy. If an auditor raises an issue with this provision in the future, tell them to review Title 2 CFR § 200.318 (c)(1). We have also revised the policy to specifically list the possible disciplinary actions that will be applied for violations of the code of conduct or conflict of interest provisions.

This change is required.

REVISION OF POLICY 4043: Professional Boundaries and Appropriate Relationships Between Employees and Students

LB 1080 requires schools to enact a policy regarding appropriate relationships between a student or former student and a school employee or any student teacher or intern. We have amended our policy to incorporate the nine new policy requirements.

This change is required, but not until June 30, 2021.

REVISION OF POLICY 5018: Parent and Guardian Involvement in Education Practices

The Nebraska Department of Education previously took the position that state law did not allow school districts to approve parental requests that their students not participate in state assessments. With staff changes at the Department, the guidance that we have received has become more nuanced. We have tweaked the section of Policy 5018 to reflect that new guidance. This change should not really affect how you respond to parental

requests to opt out of state assessments on a practical level. However it does more accurately reflect state and federal law governing state testing opt-outs.

This change is required.

REVISION TO POLICY 5067: Student Assistance Team or Comparable Problem Solving Team

Once upon a time, schools only used a Student Assistance Team (SAT) to provide problem-solving and intervention strategies to teachers to help them meet the needs of general education students and prior to any referral for a special education evaluation. However, Rule 51 allows districts to use a problem solving team that is comparable to a SAT. With the growing use of Nebraska’s multi-tiered system of support (MTSS), many schools are now using the “other” problem solving team. We have revised this policy to reflect this new reality by authorizing the use of problem solving teams that are comparable to a SAT.

This change is required *if* you use a non-SAT problem solving team and recommended even if you don’t use such a team currently but may do so in the future.

Form Changes

Application for Employment

The recently enacted Title IX regulations require schools to notify applicants for employment of the name or title, office address, electronic mail address, and telephone number of the employee(s) designated as the Title IX Coordinator. We have added a provision to do so in the initial paragraph of the application.

This change is required.

Collaborative Plan Addressing Barriers to Attendance

Section 79-209 requires schools to hold one or more meetings between, at a minimum, a school attendance officer, a school social worker, or a school administrator or his or her designee, the person who has legal or actual charge or control of the child, and the child, when appropriate, to attempt to

address the barriers to attendance. The result of the meeting or meetings is to develop a collaborative plan to reduce barriers identified to improve regular attendance. Section 79-209 was amended by LB 751 to require the plan to consider the mental health of the student in addition to the already existing requirements to consider the physical and/or behavioral health of the student. This form has been amended to add this requirement.

This change is required.

FMLA Forms (Policy 4011)

The U.S. Department of Labor revised their FMLA forms in June 2020. Information about the forms, links to the forms, and a Q & A section [can be found here](#). We recommend that you use the forms offered by the Department of Labor. While you can use your own forms, there is no advantage to doing so. In fact, in some cases asking for additional information not requested on the DOL's forms can violate the law.

Other Issues To Consider

CARES Act, ESSR Reimbursement. Short answer: you do not need an "extraordinary circumstances" policy to receive your ESSR Grant Reimbursement.

We are aware that some schools were informed by the Nebraska Department of Education that CARES-Act-ESSER Reimbursement requests would be denied unless the school district enacted a free-standing policy stating that the school district would continue to pay staff if the school district was closed due to extraordinary circumstances. We were not eager to clutter up your policy book with a new policy like this, and we have concerns about passing a policy justifying staff payments after those payments have already been made. We also were concerned that districts in the future that face closure due to other emergencies (floods, tornados) should not be bound to pay staff wages and salaries during those closures unless the board decides at that time to do so. Our research into the issue indicated that a policy was not *legally* required by the CARES Act or other federal regulations. We had several conversations and sent correspondence to NDE respectfully arguing that point. NDE has informally shared that it is no longer rejecting applications that do not include an "extraordinary circumstances" policy. The Department has stated that it intends to update its [CARES Act ESSER Grant Reimbursement Guidance](#) yet this week (but as of the time we finalized this memo, it was not yet updated).

In a long communication to the Nebraska Association of School Business Officials, the Department seemed to confirm that it is not requiring a free-standing extraordinary circumstances policy as a requirement for ESSER reimbursement: “...submission of a leave policy under unexpected or extraordinary circumstances **will not be required when requesting grant reimbursement**, however the USED does require an assurance if a leave policy is not maintained.” Later in this document, NDE explains that it anticipates that a COVID emergency resolution and/or return to work agreements can be used as an “assurance” instead of a policy.

In the NASBO memo, NDE makes clear that it is working with the federal government on CARES Act issues. If it does become necessary for you to adopt an “extraordinary circumstances” policy, you will receive it as part of your policy service subscription.

LB 965 establishes a language assessment program for children who are deaf or hard of hearing in an effort to ensure these children have a strong language foundation for kindergarten readiness and academic success. The program will assess, monitor, and track the language developmental milestones for children who are deaf or hard of hearing from birth through the age of five.

The Commission for the Deaf and Hard of Hearing will appoint a fourteen member advisory committee to advise the commission regarding all aspects of the language assessment program. On or before July 1, 2022, the advisory committee will develop specific action plans and make recommendations necessary to fully implement the language assessment program. The advisory committee will terminate on July 1, 2022.

On or before December 31, 2022, and on or before each December 31st thereafter, the State Department of Education and the Commission for the Deaf and Hard of Hearing will publish a joint report that is specific to language and literacy developmental milestones for each age from birth through five years of age of children who are deaf or hard of hearing relative to such children's peers who are not deaf or hard of hearing.

LB 1107 

LB 1016 amends the Nebraska Wage Payment and Collection Act to make clear that employers may not retaliate or discriminate against an employee because he or she files a lawsuit or complaint under the Act or testifies, assists, or participates in an investigation, proceeding, or action concerning a violation of the Act. The Act has also been amended to that any employer who has an unpaid citation for a violation of the Act is barred from contracting with any political subdivision until the citation is paid.

LB 1166 amends the membership requirements for Class III school districts maintaining the only public school in a county pursuant to section 79-499(4). The bill states that such a school must dissolve if it:

- Has a fall membership or an average daily membership for grades 9-12 of at least 35 students, or
- Has fewer than 15 students for two consecutive years.

An exception continues to exist that allows the school district to continue to operate the high school if the district submits a broad-based curriculum plan as determined by the State Committee for the Reorganization of School Districts and a majority of voters approve a ballot issue to continue to operate the high school for the immediately following school year. However, LB 1166 changes a provision to state that the exception will not apply to any district if its fall membership or average daily membership falls to fewer than 15 students in grades 9-12 for two consecutive years.

LB 1186 provides that if an individual intentionally, knowingly, or recklessly causes bodily injury to a school district employee and the injury occurs within the employee's scope of employment in a manner that would be covered by the Nebraska Workers' Compensation Act, the employee will receive up to seven days of injury leave and full pay if employee is absent and unable to work as a result of the injury. If one of your employees sustains injuries that fall within this category, that employee cannot be required to use other, accrued leave (e.g., sick leave, vacation leave, etc.) during the first seven days of such injury leave. It is our understanding that the two primary insurance companies covering Nebraska schools have interpreted LB 1186 as making school districts (and not the insurance companies) responsible for incurring the costs of such initial injury leave and continued salaries. After those seven days, the employee would receive workers' compensation benefits as provided by the Act.

At this time, we are not recommending a policy covering LB 1187 and the payment for the first 7 days of leave for workplace injuries that are otherwise covered by the Workers Compensation Act. There are still some practical and legal issues to sort out with insurance companies and issues that could impact collective bargaining. We may end up releasing a policy on this change, but we advise against implementing one until those issues are resolved or more fully clarified.

HANDBOOKS

Complete Policy Service subscribers have access to our form handbooks under the "Complete Service Subscriber" tab. We added a notation to include your revised Title IX Policy in the handbook as required by the recently revised Title IX regulations, if you have not done so already.

We also added a copy of the Professional Boundaries and Appropriate Relationships Between Employees and Students as well as a verification by the employee that he or she received, reviewed, and understood this policy as required by LB 1080. *This change is not required to be included in the handbook until June 30, 2021,* but we included it in our form handbooks in case any school wanted to implement it now.

CONCLUSION

It is all too easy to adopt policies that look good, but that do not actually reflect how the school operates or assist the school in accomplishing its goals. Every year we stress that it is very important to us that we give you a working, useful set of policies and a continuing ***policy service***. For our Complete Service subscribers, there is no additional charge for revisions to our policies or consultation about them. Please don't hesitate to contact any one of us with questions about the updates or other policies. Our group e-mail address is ksb@ksbschoollaw.com.

1. Policy 2008

Action Item

We have been advertising in the Benkelman Post and News Chronicle, we might want to add the Hitchcock County News since the publication date is a day later.

2008 Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website.. Newspapers of general circulation in the district include, but are not necessarily limited to, the Benkelman Post and News Chronicle, the Hitchcock County News or the Omaha World-Herald. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and may be published on the school district's website.

Adopted on: September 2004

Revised on: (and renumbered from 950 to 2008) November 2012

December 9, 2013

Reviewed on: January 12, 2015

Revised on: July 2015

Revised on: June 2016

Revised on: July 2017

Revised on: November 9, 2020

2. Policy 3001

Action Item

We complied with all of these requirements this year, the policy is now being changed.

3001 Budget

The board of education shall adopt a budget each year to support the school district's programs and services for the ensuing fiscal year. The superintendent of schools shall be responsible for developing the budget subject to the direction and decisions of the board. The budget document shall be under continuous development, based upon the requirements of the adopted educational program.

Proposed Budget. The superintendent shall prepare the proposed budget in accordance with board policies and goals, state statutes, and regulations. As the district's spending plan, the budget will be based on up-to-date revenue estimates, and will reflect the assessed needs and programs approved by the board.

Budget Hearing Notice. Notice of place and time of the hearing, together with a summary of the proposed budget statement, must be published at least four calendar days prior to the date set for hearing in a newspaper of general circulation within the school district. The four calendar days shall include the day of publication but not the day of hearing.

Budget Hearing. The board must conduct a hearing prior to adopting the budget. The hearing must be held separately from any regularly scheduled meeting and may not be limited by time. The board must make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the board at the hearing and must be given a reasonable amount of time to do so. Five minutes shall generally be considered a reasonable amount of time.

Budget Hearing Documents. The board must make at least three copies of the proposed budget statement and at least one copy of all other reproducible written material to be discussed at the hearing available to the public at the hearing.

Budget Adoption. After the budget hearing, the proposed budget statement shall be adopted or amended and adopted as amended. If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes (including the items changed and the reasons for such changes) must be published in a newspaper of general

circulation within the school district within twenty calendar days after its adoption without further hearing.

Certification and Filing. The amount to be received from personal and real property taxation shall be certified to the appropriate levying board as provided by law. The budget shall also be filed with the state auditor.

Purchase Authorization. Except for bids required under the section "Bid Letting and Contracts," the board's adoption of the budget shall authorize the purchases without further board action.

Monthly Report. At each monthly board meeting, the superintendent will provide a report on the current status of the major sections of the budget.

Adopted on: December 9, 2013

Reviewed: January 2015

Reviewed: June 2016

Revised on: November 9, 2020

3. Policy 3004.1 Federal Funds

Action Item

Provides that unsolicited receipts of less than \$25 is not a violation of law.

3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. Purchases up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$10,000 and \$250,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The item is available only from a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

C. Use of Purchase (Debit & Credit) Cards

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.

B. Purchases covered by this policy are subject to the following additional provisions.

- 1.** Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

D. Enforcement

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, or agents of the District.

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;

9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for

other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of

passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted: July 2017

Revised: July 2019

Revised: November 9, 2020

Reviewed:

4. Policy 4043-Boundaries

Action Item

Not required until June 2021, policy is updated now.

4043

Professional Boundaries and Appropriate Relationships Between Employees and Students

School district employees and student teachers or interns (“employees”) are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students and must have appropriate relationships with students. They may be friendly with students, but they are the students’ teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees’ conduct and interactions with students and to material they post on personal web sites and other social networking sites including, but not limited to, Instagram, Facebook, and Twitter. The posting or publication of messages or pictures or other images that diminish an employee’s professionalism or ability to maintain the respect of students and parents may impair his or her ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

Sexual Relationships Prohibited. Employees are prohibited from engaging in any relationship that involves sexual contact or sexual penetration with a student while the student is a current student and for a minimum of one year after the date of the student's graduation or the date the student otherwise ceases enrollment. Sexual contact has the same meaning as in section 28-318, and sexual penetration has the same meaning as in section 28-318.

Grooming Prohibited. Employees are prohibited from engaging in grooming with students. Grooming means building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student’s life the sexual contact or sexual penetration would take place.

Unless an employee can clearly and convincingly demonstrate a legitimate educational purpose, grooming behaviors and related conduct that are a violation of this policy include, but are not limited to:

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.

- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, or through social media) on a matter that does not pertain to school.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.
- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and student.

This list is not exhaustive. Any behavior which exploits a student is unacceptable. If in doubt, ask yourself, "Would I be doing this if my family or colleagues were standing next to me?"

Communication Between Employees and Students. The preferred methods for employees to communicate with students are in person at school, school e-mail or by contacting parents/guardians. Employees may use the following personal communication systems to communicate with students: e-

mail, SeeSaw, Google Classroom, Infinite Campus, text message, and various social media platforms. A personal communication system is a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform.

Employee communications with students through a communication system generally are to be sent simultaneously to multiple recipients and not just to one student. The burden to demonstrate the appropriateness of a communication with a student only shall rest with the employee.

Reporting a Policy Violation. Anyone may report suspected grooming, other unacceptable employee conduct, or any violation of this policy as follows:

School District. Reports may be made to a principal, the superintendent, or the Title IX Coordinator in person, by mail, by telephone, or email.

Nebraska Department of Education. Reports may be made at: Nebraska Department of Education, Attn: Certification Investigations' Office, P.O. Box 94933, Lincoln NE 68509 or Nde.investigations@nebraska.gov.

Nebraska Department of Health and Human Services. Reports may be made by calling the Child Abuse and Neglect Hotline at (800) 652-1999.

Law Enforcement. Reports may be made to the local police department by calling (308) 423-2393, or the Nebraska State Patrol at (402) 479-4971.

An employee is required to make a report to a principal or the superintendent if the employee reasonably believes that another employee has violated or may have violated this policy. Minor concerns or violations shall be reported within 24 hours. Major concerns or violations shall be reported immediately. Violations committed by or concerns about the superintendent shall be reported to the school board president.

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator, counselor,

the Title IX coordinator, or other school employee with whom she or he feels comfortable.

Retaliation Prohibited. Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make a false report shall be subject to discipline as provided by district policy and state law.

Policy Violations. Any violation of this policy by an employee may result in disciplinary action up to and including dismissal from employment and/or referral to the Nebraska Department of Education, which may result in the suspension or revocation of the employee's certificate. Any violation involving sexual or other abuse will result in referral to the Nebraska Department of Health and Human Services, law enforcement, or both.

Policy Verification. Employees shall verify that they have received, reviewed, and understood this policy by signing an acknowledgment document indicating the same.

No Limits on Reports to NDE. Nothing in this policy shall be construed to limit any certificated employee's duty to report any known violation of the standards of professional practices (Title 92, Nebraska Administrative Code, Chapter 27, commonly known as Rule 27) adopted by the Nebraska Board of Education.

Adopted on: May 13, 2013
Revised on: November 9, 2020
Reviewed on: _____

5. 5018 Parent Involvement

Action Item

Policy more accurately reflects state and federal law governing state testing opt-outs.

5018

Parent and Guardian Involvement In Education Practices

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
 - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
 - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
 - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
 - a. Building principals may excuse a student from any single school experience at the parent's written request.
 - b. When appropriate, alternative experiences will be provided for the student by the school.
4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
 - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

- b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents or guardians to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least **three** days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
 - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
 - b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Reviewed on: July 2016

Revised on: July 2017

Reviewed: July 2018

Reviewed: July 2019

Reviewed: July 13, 2020

Revised on: November 9, 2020

6. 5067 SAT (Student Assistance Team)

Action Item

Policy is revised to authorize the use of problem solving teams that are comparable to a SAT. (i.e MTSS)

5067

Student Assistance Team or Comparable Problem Solving Team

Pursuant to the Rules of the Nebraska Department of Education, the school district uses a general education student assistance team ("SAT") or a comparable problem solving team ("Team"). The SAT or Team will use and document problem-solving and intervention strategies to assist teachers in the provision of general education and to meet the needs of students who may be struggling in the general curriculum or who are struggling to comply with the student code of conduct or to meet acceptable behavioral and social norms.

If the SAT or Team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. The referral shall comply with the requirements of the Rules of the Nebraska Department of Education.

All teaching staff must:

- 1) Support the SAT or Team process by appropriately referring students who may benefit from the SAT or Team process; and
- 2) Faithfully and consistently implementing the intervention strategies recommended by the SAT or Team.

The failure to support the SAT or Team process is a serious matter and may constitute just cause for terminating or canceling a teacher's employment.

Adopted on: September 2018

Revised on: November 9, 2020

Reviewed on: _____

II. Sale of Lot in Stratton

Action Item

One lot is sold. Action needs to be taken to approve the sale.

JJ. Motion to approve the sale of lots 0-0-0 1st addition Stratton Bk 6 lot 3 & N 45' lot 4 for \$5000 less commission and fees and to pass a resolution that Rick Haney has the authority to sign for the district for the sale of such property. Passed with a motion by Shad Stamm and a second by Nick Ladenburger.

KK. Brad Baney:	LL. Yea
MM. Jason Frederick:	NN. Yea
OO. Steve Guernsey:	PP. Yea
QQ. Nick Ladenburger:	RR. Yea
SS. Toby Marlin:	TT. Yea
UU. Sandy Noffsinger:	VV. Yea
WW. Shad Stamm:	XX. Yea

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Issued through the Office of

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Trang Mills
Authorized Signatory

By C. Monroe President
Attest David Wald Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.



Schedule A

ALTA COMMITMENT

File No. M015394-

1. Commitment Date: October 29, 2020, at 08:00 am
2. Policy to be Issued:
 - (a) 2006 ALTA Owner's Policy
 - Proposed Insured: James Griffiths
 - Proposed Policy Amount: \$5,000.00
 - Premium: \$150.00
 - (b) 2006 ALTA Loan Policy
 - Proposed Insured:
 - Proposed Policy Amount:
 - Premium: \$0.00
 - (c) Endorsements to be issued:
 - Closing Service Letter \$25.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Stratton Public School District No. 8
5. The Land is described as follows:
Lot 3 and the North Forty-five feet (N45') of Lot 4, Block 6, First Addition to Stratton, Hitchcock County, Nebraska

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Schedule B-I

ALTA COMMITMENT

File No. M015394-

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from Stratton Public School District No. 8, to James Griffiths, conveying the subject lands for the sum of \$5,000.00.
6. Resolution from the Board of Education of Stratton Public School No. 8 authorizing the sale and authorizing the Superintendent or President of the Board to sign the Warranty Deed.
7. The attached Affidavit will need to be executed and returned to the title company by the Seller herein. Any matter disclosed therein, or otherwise brought to the attention of the title company, will appear as an exception in the policy and this commitment will be subject to further requirements as the company deems necessary.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Schedule B-II

ALTA COMMITMENT

File No. M015394-

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Standard Exceptions

2. (a) Rights or claims of parties in possession not shown by the public records.
(b) Easements, or claims of easements, not shown by the public records.
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
(d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

Special Exceptions

1. Taxes or special assessments which are not shown as existing liens by the public record.
2. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
3. 2019 Taxes EXEMPT. 2020 Taxes Accruing. Special Assessments not yet of record. (For information only: Tax ID #440010411.)
4. The policy to be issued in furtherance of this commitment will contain the following exception: No coverage is provided under the terms of this policy for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code Office of the Secretary of State.
5. Rights of the public, State of Nebraska, County of Hitchcock in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.
6. All reservations contained in patents issued by the United States of America; any mortgage and/or trust deeds wherein said mineral rights or oil and gas leases are used as security; and all rights arising under any instrument of the character set forth above.

TITLE TO MINERALS IS NOT INSURED.

7. The policy when issued will not insure the right to maintain any boundary wall or fence located beyond the subject property.

NOTE: COPIES OF ANY OR ALL OF THE ABOVE EXCEPTIONS MAY BE OBTAINED UPON REQUEST.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Estimated Real Estate Closing Statement

Seller's Settlement Sheet



Date Prepared 10-16-2020 Property Bristol St., Stratton, NE 69043
 Name of Seller Dundy County Stratton Public, Public Schools District #117 Estimated Closing Date November 13, 2020

SALES PRICE \$ 5,000.00

LESS SELLING EXPENSES:

Discount Points - Fees _____	\$ _____
Cost of Title Insurance _____	<u>15.00</u>
Recording Fees - Mortgage Release _____	_____
State Documentary Tax (\$ <u>5,000.00</u> /1000) <u>2.25</u>	<u>11.25</u>
Deed Preparation _____	_____
Escrow Closing Fee _____	_____
Termite Inspection Fee (VA Loan) _____	_____
Termite Treatment _____	_____
Prepayment Penalty _____	_____
Warehouse & Tax Service Fees (NIFA Loan) _____	_____
Home Warranty _____	_____
Seller Repairs _____	_____
Homeowner's Assn Fee (_____ days at \$ <u>0.00</u> /day) _____	_____
Other _____	_____
Other _____	_____

PROFESSIONAL SERVICE FEES:

Listing Broker <u>Randy Bauer</u>	_____
Selling Broker <u>Randy Bauer</u>	<u>750.00</u>

TOTAL SELLING EXPENSES \$ 776.25

OTHER COSTS:

Mortgage Balance _____	_____
Interest to Closing (_____ days at \$ <u>0.00</u> /day) _____	_____

TOTAL MORTGAGE PAYOFF \$ _____

TAXES:

Prior Years _____	_____
Current Year (_____ days at \$ <u>0.00</u> /day) _____	_____
Special Assessments _____	_____

TOTAL _____

(Escrow refund may be direct from loan company after closing.)

TOTAL TAXES & OTHER LIENS \$ _____

APPROXIMATE FINAL NET \$ 4,223.75

Remarks: Seller agrees to pay all outstanding utility bills. Seller authorizes Listing Firm to disclose pertinent details of the above transaction. The above estimated closing statement, prepared by the Listing Firm, has been received, read and approved by the undersigned.

Copy received by: [Signature] Date 10-21-20 Prepared by: [Signature] Date 10-16-2020

YY. Review and discuss 2021-2022 superintendent contract
Information Item



M E M O R A N D U M

TO: Board of Education for Dundy County Stratton Schools

FROM: Coady H. Pruett

DATE: February 27, 2020

RE: Superintendent's Contract of Employment

This memorandum describes the terms of the attached superintendent contract. Many of the provisions are standard in such contracts. However, there are some variations that warrant description.

Introductory Paragraph. The first paragraph identifies the school district and the superintendent and indicates that the board approved the contract at an advertised board meeting.

Section 1. Term of Contract. Section 1 identifies the length of the contract. You may elect a one, two, or three year contract. Section 79-822 limits the contract length to a maximum of three years.

Option 1. This option is often referred to as a "traditional" contract. This option defines "contract year" as meaning the period from July 1st through June 30th, excluding Saturdays, Sundays, and legal holidays or leave days specifically listed in Section 11. This type of contract would typically include vacation days, sick leave, bereavement leave, and any other type of agreed upon leave in Section 11. In other words, the superintendent is expected to be on duty every day of the year except Saturday, Sunday, and any other days specifically listed in the contract.

Option 2. The second option is a "working days" contract. This option includes a statement that the superintendent is employed to render services to the district for at least a certain amount of days. You may specify any annual number of days, but 230 seems to be a fairly standard number. If you choose this option, you ***should not*** include sick leave, vacation, or any other type of leave in Section 11.

Boards and superintendents are often confused or uncomfortable with a contract that does not specifically include vacation or sick leave. However, the number of leave days is incorporated into the contract by adjusting the number of working days required by the contract. Decreasing the number of working days increases the amount of leave days and vice versa. For example, if you exclude Saturdays and Sundays, there are 261 possible "working days" in the 2020-21 contract year. There are 251 "working days" if you also exclude the 10 federally recognized holidays. You would adjust these numbers downward to incorporate the number of leave days that are given to the superintendent. Saturday and Sunday are "typically" excluded from the definition of "working day" so that the superintendent knows that he or she can't just work every Saturday and Sunday during the first semester and then claim the 230-day commitment is fulfilled sometime in mid-April. However, this provision also allows enough flexibility to acknowledge that the superintendent may have to occasionally perform his or her duties on the weekend (such as attendance or travel for conference or attendance at school events).

Option 3. The third option is a bit more "flexible" or "fluid" than the first two options. This provision requires the superintendent to be at school unless there is a holiday, there isn't any school and other staff members don't have to be at school, he or she is ill, his or presence isn't necessary to complete his or her duties, or the board excuses him or her. In short, the superintendent will be at work when he or she "should be" and gives more discretion to the superintendent. Many districts understand how difficult it is to come up with a "normal" schedule or work day concept for superintendents. This provision was created to accommodate boards who felt the first two options were too rigid for their tastes. Rather than try to put a number or set schedule on their expectations, this option defers to the superintendent's judgment and requires good communication of expectations between the board and superintendent. The board should give close consideration to this option before adopting it as a dispute could arise between the board and a not-so-conscientious superintendent about whether or not his or her presence was "necessary" to complete the superintendent's duties.

Why the Different Options? These options are necessary because of *Roseland v. Strategic Staff Management Inc.*, 272 Neb. 434, 722 N.W.2d 499 (2006). In *Roseland*, the company's employee handbook stated: "Upon termination, employees will not be paid for unused vacation time" and the company refused to pay any vacation leave to the terminated employees. The plaintiffs brought suit under the

Nebraska Wage Payment and Collection Act (NEB. REV. STAT. §§ 48-1228 to 1232). The Nebraska Supreme Court held that vacation leave is a fringe benefit that is included as wages and must be paid by the employer upon termination of employment. In other words, "use it or lose it" vacation provisions are unlawful, and unused vacation leave must be paid by the employer upon termination of employment. Each of the options, when used in conjunction with the leave provisions of Section 11, address the "*Roseland* problem." Do not change these provisions or "mix and match" the options in Sections 1 and 11 without contacting us! Some of our clients have taken it upon themselves to amend this section of the contract without consulting us, and they have unknowingly violated state law when doing so. This has caused unnecessary (and potentially expensive) headaches when the contract comes to an end.

Section 2. Renewal of Contract. This section defines the terms on which the contract will renew. In most standard contracts, it is buried toward the end of the contract and tends to get lost. We move it to section 2 because (1) the term of the contract and its renewal are very closely linked and (2) it will be easy to find and will remain in the forefront of the superintendent's and board members' minds.

Date of Notice. The renewal date is a key element. This provision typically states that the contract will renew for a specified term (one year) unless a board representative notifies the superintendent by a specific date (seven days after the December meeting in this example) that the board will consider the nonrenewal or amendment of the contract. The contract also includes a provision that obligates the superintendent to remind the board of the deadline in writing. This protects against the unintentional renewal of a superintendent's contract. The "reminder" date can be changed to any date the parties wish. The "notice" date of seven days after the December meeting can also be changed, provided that it cannot be later than April 15th.

Superintendent Pay Transparency Act. This Act requires school boards to "publish . . . a reasonable estimate and description of all current and future costs" associated with the "superintendent services" utilized by the district, and to file the superintendent's contract with the Nebraska Department of Education. This provision requires the superintendent to make sure the district complies with the Act's requirements.

Section 3. Salary. Section 3 states the superintendent's salary for the first year of the contract. The board may list the superintendent's salary

for any subsequent years, either by stating it or by setting forth a formula if it wishes. However, if the salary for subsequent years is left to negotiations at a later date, section 3 states that the board will not reduce the salary or benefits during the term of the contract. That gives the superintendent the assurance that his or her compensation will not be reduced if he or she and the board cannot agree on a raise. This section also authorizes the board to increase the superintendent's compensation during the term of the contract by agreement with the superintendent without the increase constituting a new contract, requiring a hearing, or extending the term of the contract. That will permit the board and superintendent to agree upon a raise and implement it without going through any unnecessary procedures to amend the contract.

Section 4. Deductions. This first sentence is a standard provision stating that the school district will withhold such deductions as are required by law and are agreed upon by the board and superintendent. We have had some situations where employees have refused to return school district property after the termination of their employment. However, the Wage Payment and Collection Act (NEB. REV. STAT. §§ 79-1228 through 79-1232) prohibits the school district from withholding any wages to compensate the district for the loss in the absence of a written agreement with the employee. The second sentence constitutes such a written agreement.

Section 5. Professional Status. In this section, the superintendent affirms that he or she has the proper certification to serve as a superintendent of schools and has registered his or her certificate with the school district as required (NEB. REV. STAT. §§ 79-804 and 819). It also states the statutory provision that the superintendent will not be paid for any services until his or her certificate is registered with the school district. (§ 79-805).

Section 6. Superintendent's Duties. Section 6 describes the superintendent's duties a bit more broadly and expresses the board's authority more specifically than a standard contract form. It states that her duties "shall be as prescribed by statute and Board policies, rules, regulations and directives." This provision also indicates that the Superintendent will dedicate a certain amount of time to superintendent duties. It also states that the superintendent will 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. It contains the standard provision that, with the approval of the board, the superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties as long as they do not interfere with carrying out her duties as superintendent.

Section 7. Board-Superintendent Relationship. This section states that the board is primarily responsible for establishing policy, and the superintendent is responsible for implementing that policy. The superintendent is responsible for organizing staff, selecting, placing and transferring personnel, and administering the instruction of the students and business affairs of the school district. **Please take note** that it also contains a standard provision that 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." I draw your attention to this sentence because it creates an obligation that board members do not always attend to. The sentence is intended to make sure that all concerns are brought to the superintendent's attention promptly and that they are not hidden or kept secret. Therefore, the board members should review this sentence carefully and make a commitment to carry it out if it is to be part of the contract.

Section 8. Cancellation or Mid-Term Amendment. This section addresses the conditions upon which a superintendent's contract may be cancelled or amended during the term of the contract. It lists the statutory bases **and additional grounds** for mid-contract discharge (cancellation of contract) and states that the procedures to be followed will be "in accordance with state statutes." The "additional grounds" are not standard, but I highly recommend these additional provisions as they provide the board with additional authority to end the contract in very specific and potentially politically charged situations.

Section 9. Disability. This section states that the board may initiate action to cancel the contract if the superintendent is unable to perform her duties for a period of ___ days or if a disability is permanent, irreparable, or of such a nature to make performance of her duties impossible. The number of days is completely negotiable. This provision protects the school district from trying to operate without a functioning superintendent for an extended period of time. I have reviewed contracts with a limit as short as 30 days and as long as 6 months. My preference is for a 60 or 90-day time period.

Section 10. Transportation. I have included two transportation options. Option 1 is the standard and recommended provision. However, some school districts have specifically requested a provision like Option 2, so I have included it for your review. Pick the one that works best for you and delete the other option.

Option 1. This is the typical transportation provision that you will find in administrator contracts. It states that the board will provide the

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
DUNDY COUNTY STRATTON SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Dundy County Stratton Schools**, legally known as **Dundy County School District No. 29-0117**, and referred to as "the Board" and "the School District" respectively, and _____, 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. **[OPTION 1]** The Superintendent shall be employed for a period of _____ year(s) beginning on July 1, 2020, and expiring on June 30, 20____. 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.

[OPTION 2] The Superintendent shall be employed for a period of _____ year(s) beginning on July 1, 2020, and expiring on June 30, 20____. During each year of this contract, the Superintendent shall render at least _____ working days of service in the performance of his duties as Superintendent. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Superintendent actually and necessarily completes his contractual duties. The Superintendent agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Superintendent shall keep complete and accurate records of his working days and shall provide the Board of Education with a report of his accumulated working days at least quarterly.

[OPTION 3] The Superintendent shall be employed for a period of _____ year(s) beginning on July 1, 2020, and expiring on June 30, 20____. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except those on which: there are scheduled school holidays and when school is not in session and teachers and/or staff are not required to be at school; school is cancelled; the Superintendent's illness makes attendance impossible or impracticable; the Superintendent's presence is not necessary to fulfill his contractual duties; or the Board otherwise excuses the Superintendent. The Superintendent agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Superintendent shall keep complete and accurate records of his working days and shall provide the Board of Education with a report of his accumulated working days at least quarterly.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular December board meeting** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular November meeting** of each year of this contract and shall make the renewal of 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 \$____,____.00 which shall be paid in 12 equal monthly installments beginning in the month of August 2020. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

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

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

Section 6. 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 his time, skill, labor, and attention to his duties throughout the contract term. He 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 him. By agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the school district.

Section 7. 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. He shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He 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 his duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. § 43-247 or any other

provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying 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 his 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 his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than [REDACTED] days or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the district.

Section 10. Transportation. [OPTION 1] The Board shall provide the Superintendent with transportation or reimburse his for mileage required in the performance of his official duties at the rate approved by the Board.

[OPTION 2] The Superintendent shall be paid a monthly stipend of \$[REDACTED] as full and complete reimbursement for use of and all mileage traveled in the Superintendent's personal vehicle in the course and scope of the Superintendent's employment.

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 _____-Thousand Dollars (\$_____,000) with the option to purchase an additional \$_____,000 of coverage.
- d. Sick Leave.** The Superintendent shall be entitled to _____ (#) days of sick leave per year which may accumulate to a total of _____ (____) 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, he shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of his 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. **[NOTE TO BE DELETED: ONLY INCLUDE THIS SUBPARAGRAPH IF YOU USE OPTION 1 IN SECTION 1; DELETE IF YOU USE OPTION 2 OR 3 IN SECTION 1]**
- e. Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- f. Vacation.** The Superintendent shall have **twenty (20) vacation** days for the 2020-21 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his 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 2020-21 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to **twenty (20)** days. For example, if he uses 12 days of vacation one year, the board will provide him with 12 days the following year to bring his total to **20** days. The Superintendent shall develop a system for recording his 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 his vacation days and shall provide the Board of

Education with a report of his accumulated vacation days at least quarterly. The Board may require him to use his vacation days and shall compensate him for unused vacation days upon the conclusion of his employment.

[NOTE TO BE DELETED: ONLY INCLUDE THIS PARAGRAPH IF YOU USE OPTION 1 IN SECTION 1; DELETE IF YOU USE OPTION 2 OR 3 IN SECTION 1. ALSO, 20 DAYS IS SIMPLY AN EXAMPLE.]

g. Professional Development. The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board, he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the 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:

i. Physical Examination. The Superintendent may voluntarily undergo a physical examination. The Superintendent agrees that he will authorize the physician performing each such examination to provide the Board with all records, results, and medical judgments of the examination. Up to \$_____ 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 _____ days of paid bereavement leave per year. **[NOTE TO BE DELETED: ONLY INCLUDE THIS SUBPARAGRAPH IF YOU USE OPTION 1 IN SECTION**

1; DELETE IF YOU USE OPTION 2 OR 3 IN SECTION 1]

k. Holidays. The Superintendent shall receive the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. The Superintendent shall receive annually _____ (#) additional "floating" paid holidays to be used at the Superintendent's discretion. **[NOTE TO BE DELETED: ONLY INCLUDE THIS SUBPARAGRAPH IF YOU USE OPTION 1 IN SECTION 1; DELETE IF YOU USE OPTION 2 OR 3 IN SECTION 1]**

l. Cell Phone. The Superintendent shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the workday. The School District will reimburse the Superintendent up to a maximum of \$100 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 \$ _____ .00 or more.

Section 12. Residence/Domicile in School District. The Superintendent shall have his 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 his 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 his first year of employment with the District and does not have his domicile and principal place of residence within the District at

the time of his employment, the Superintendent shall move his 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 his 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 him 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 he is the educational leader.

Section 13. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 14. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract. He 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 his 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 him carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 17. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his 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 him of the alleged reasons for the proposed action and provided the opportunity to present his 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 Neb. Rev. Stat. § 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 _____, 2020.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 2020.

Superintendent

23. **Reports**

Action Item

- A. Technology report
Information Item
- B. Elementary principal report
Information Item
- C. Secondary principal report
Information Item
- D. Transportation report
Information Item

DUNDY COUNTY STRATTON SCHOOLS VEHICLE REPORT							October 2020	
VEHICLE	CAP	VIN	ODOMETER BEG	ODOMETER END	MILES	GALS	MAINTENANCE	
1	2000 Bluebird Bus (Coach)	50	6003	133946	134171	225.0	50.0	
2	2005 Van Hool Coach	58	4313	64795	66485	1690.0	325.6	
3	2015 Blue Bird Yellow Bus	35	8212	59555	60025	470.0	48.8	rpl left/side rear air brake chamber
4	99 INTERNATIONAL	60	5599	206093	206121	28.0	0.0	
5	02 CHEVY	23	2233	161336	162229	893.0	35.0	
6	14 Blue Bird Bus	47	7776	130030	132324	2294.0	310.5	rpl coolant hose to DEF tank
7	99 GMC V8	21	7994					
8	2014 Blue Bird	77	1039	100560	102508	1948.0		rpl headlight switch; rpl left/side front air hose to brake chamber
9	02 CHEVY V8	23	7370	167170	167848	678.0	53.7	
10	12 Ford E-350 Van	10	8792	90641	91430	789.0	49.1	
11	19 International Bus	35	6442	47841	49470.2	1629.2	64.8	rpl fuel/water seperator
12	2020 IC Bus	47	1961	21,355	24,658	3303.0	301.3	
13	05 Taurus Gold	5	4124	124657	125792	1135.0	37.1	
14	05 Taurus Grey	5	3776	127986	128768	782.0	24.6	
15	10 Chevy Impala	5	9642	118064	118106	42.0	0.0	
16	05 Suburban	8	9871	188261	188957	696.0	14.5	
17	06 Suburban - Maroon	8	2698	164892	165426	534.0	31.1	
18	06 Suburban - grey	8	6085	202765	203241	476.0	38.8	rpl TPMS sensor
19	13 Ford Expedition	8	8563	175709	178382	2673.0	163.6	changed oil & filter; checked all fluids and lubed vehicle
20	02 Taurus (Red)	5	6498	102806	103839	1033.0	38.3	
21	01 Taurus	5	6788	149771	150122	351.0	11.5	
22	sold					0.0		
23	99 Chevy Mid Bus	22	0121	136622	137737	1115.0	89.1	
24	97 Taurus	5	9015	191692	192717	1025.0	44.5	Rpr flat right/side rear
25	96 Taurus -Green	5	6462	171030	171118	88.0	11.5	
26	2010 Blue Bird	47	2236	176121	176531	410.0	84.9	
27	2012 Blue Bird	47	0004	154450	155113	663.0	86.7	
28	2001 Chevy Silverado		8211	143449	144151	702.0	59.6	
29	2018 Ford 350 Transit		9985	29348	31262	1914.0	69.0	
30	09 Ford F-350 Van	12	3952	121418	121476	58.0		error from Sept milage; adjusted
31	07 Ford Expedition	8	9506	232467	234610	2143.0	92.6	rpl upstream O2 sensor bank 2; rpl downstream O2 sensor bank 2
32	sold					0.0		
33	10 Ford E-350	10	5937	112193	113692	1499.0	103.1	
34	99 Suburban Blue	9	2627	153355	153648	293.0		
	ACTIVITY					31579.2		
	GAS CAN						9.0	
	Gas - Stratton							
	DIESEL CAN						10.5	
	Diesel - Stratton							
	Other - air compressor @ barn							
	F-935 John Deere							
	Besler Trailer							
	425 Mower (Benk)							
	345 Mower (Haigler)							
	345 Mower (Stratt)							
	Diesel Fuel Tank							
	Weedeaters - Stratton							

E. Superintendent report
Information Item

SUPERINTENDENTS BOARD REPORT

November 9, 2020

The NCSA (Neb Council of School Administrators) and Perry Law Firm developed a training recording package for districts that will cover each individual role outlined in the new Title IX regulations. All school employees and the Board of Education will be able to view these training whenever you'd like. The links will be provided in the next few weeks.

On October 30th the district used the day for staff development activities. The set-up for this day, given there was a playoff game on the other side of the state, worked very well. Due to Professional Development there were no students in school, staff who needed to go (coaches) or those who chose to use a personal day were gone, and the majority of staff who did not go were here doing PD activities. It proved to be a very good day for all.

Stratton Elementary Repairs (Water Damage) is still un process. Waiting on Weather Craft to complete their phase of new gutter and down spouts then we can seal all the cracks and run the west down spouts into the PVC pipe to the street.

There will be two Americanism Committee meetings in the next few months. See Rev Stat 79-724 for the law detailing this duty.

Superintendent search dates:

Work Session with board: Thursday, October 29th, 2020 at 6:00 pm

Application Deadline/Screening: Sunday, November 29th, 2020

Special Meeting with board: Thursday, Dec 10th, 2020; 6:00 pm NASB Zoom

Superintendent Candidate Interviews: Wednesday, December 16th, 2020

SWNPHD recent News Releases: Attached

Governor Ricketts signs executive order allowing limited virtual meeting attendance for local Govts.

F. Board and committee reports
Information Item

1. Board information
Information Item
2. Finance/Budget/Legislation committee
Information Item
3. Transportation/Facilities/Grounds committee
Information Item
4. Curriculum/Activities/Staff Development committee
Information Item
5. Americanism committee
Information Item

79-724. Committee on American civics; created; duties; school board, State Board of Education, and superintendent; duties.

It is the responsibility of society to ensure that youth are given the opportunity to become competent, responsible, patriotic, and civil citizens to ensure a strong, stable, just, and prosperous America. Such a citizenry necessitates that every member thereof be knowledgeable of our nation's history, government, geography, and economic system. The youth in our state should be committed to the ideals and values of our country's democracy and the constitutional republic established by the people. Schools should help prepare our youth to make informed and reasoned decisions for the public good. Civic competence is necessary to sustain and improve our democratic way of life and must be taught in all public, private, denominational, and parochial schools. A central role of schools is to impart civic knowledge and skills that help our youth to see the relevance of a civic dimension for their lives. Students should be made fully aware of the liberties, opportunities, and advantages we possess and the sacrifices and struggles of those through whose efforts these benefits were gained. Since young people are most susceptible to the acceptance of principles and doctrines that will influence them throughout their lives, it is one of the first duties of our educational system to conduct its activities, choose its textbooks, and arrange its curriculum in such a way that the youth of our state have the opportunity to become competent, responsible, patriotic, and civil American citizens.

(1) The school board of each school district shall, at the beginning of each calendar year, appoint from its members a committee of three, to be known as the committee on American civics, which shall:

(a) Hold no fewer than two public meetings annually, at least one when public testimony is accepted;

(b) Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;

(c) Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;

(d) Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;

(e) Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;

(f) Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;

(g) Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:

(i) Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or

(ii) Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or

(iii) Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in subdivision (6) of this section or on a topic related to such person or persons or event; and

(h) Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

(2) All social studies courses approved for grade levels as provided by this section shall include and adequately stress contributions of all ethnic groups to (a) the development and growth of America into a great nation, (b) art, music, education, medicine, literature, science, politics, and government, and (c) the military in all of this nation's wars.

(3) All grades of all public, private, denominational, and parochial schools, below the sixth grade, shall devote at least one hour per week to exercises or teaching periods for the following purpose:

(a) The discussion of noteworthy events pertaining to American history or the exceptional acts of individuals and groups of Americans;

(b) The historical background, memorization, and singing of patriotic songs such as the Star-Spangled Banner and America the Beautiful;

(c) The development of respect for the American flag as a symbol of freedom and the sacrifices of those who secured that freedom; and

(d) Instruction as to proper conduct in the presentation of the American flag.

(4) In at least two of the three grades from the fifth grade to the eighth grade in all public, private, denominational, and parochial schools, time shall be set aside for the teaching of American history from the social studies curriculum, which shall be taught in such a manner that all students are given the opportunity to (a) become competent, responsible, patriotic, and civil citizens who possess a deep understanding of and respect for both the Constitution of the United States and the Constitution of Nebraska and (b) prepare to preserve, protect, and defend freedom and democracy in our nation and our world.

(5) In at least two courses in every high school, time shall be devoted to the teaching of civics and American history as outlined in the social studies standards adopted pursuant to section 79-760.01, during which specific attention shall be given to the following matters:

(a) The Declaration of Independence, the United States Constitution, the Constitution of Nebraska, and the structure and function of local government in this state;

(b) The benefits and advantages of representative government, the rights and responsibilities of citizenship in our government, and the dangers and fallacies of forms of government that restrict individual freedoms or possess antidemocratic ideals such as, but not limited to, Nazism and communism;

(c) The duties of citizenship, which include active participation in the improvement of a citizen's community, state, country, and world and the value and practice of civil discourse between opposing interests; and

(d) The application of knowledge in civics, history, economics, financial literacy, and geography to address societal issues.

(6) Appropriate patriotic exercises suitable to the occasion shall be held under the direction of the superintendent in every public, private, denominational, and parochial school on George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day, or on the day or week preceding or following such holiday, if the school is in session.

(7) Every school board, the State Board of Education, and the superintendent of each school district in the state shall be held directly responsible in the order named for carrying out this section. Neglect thereof by any employee may be considered a cause for dismissal.

Source: Laws 1949, c. 256, § 19, p. 697; Laws 1969, c. 705, § 1, p. 2705; Laws 1971, LB 292, § 3; R.S.1943, (1994), § 79-213; Laws 1996, LB 900, § 398; Laws 1999, LB 272, § 86; Laws 2011, LB544, § 1; Laws 2019, LB399, § 1.

Cross References

Flag display requirements, see section 79-707.

6. Negotiations committee
Information Item

24. **Adjourn**
Information Item

25. Motion to adjourn at 7:28 PM, Passed with a motion by Nick Ladenburger and a second by Sandy Noffsinger.

- | | |
|-----------------------|---------|
| 26. Brad Baney: | 27. Yea |
| 28. Jason Frederick: | 29. Yea |
| 30. Steve Guernsey: | 31. Yea |
| 32. Nick Ladenburger: | 33. Yea |
| 34. Toby Marlin: | 35. Yea |
| 36. Sandy Noffsinger: | 37. Yea |
| 38. Shad Stamm: | 39. Yea |