

Board of Education Regular Meeting
Monday, December 14, 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

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. **Consent Agenda**
Consent Agenda

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, November 9, 2020 at Dundy County Stratton High School. President Baney called the meeting to order at 6:02 PM.

Posting Location: Benkelman Post & News Chronicle, Sparq Data Solutions
Posting Date: 11-4-20

Attendance Taken at 6:02 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
Ethan Sullivan, Secondary Principal
Mike Rotherham, Elementary Principal
Stacey Waters, Recording Secretary/Business Manager
Allie Behlke, JoLen Stamm and Jordan Stroup

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.

Awards and Recognitions

Baney recognized the incumbents on the board and welcomed the new board member, Jordan Stroup.

Public comment. None

Staff Reports

Mrs. Allie Behlke presented to the board their process of unpacking and alignment of standards for state testing.

Superintendent Haney discussed the requirements for the Americanism Committee and Curriculum Committee. Both will need to meet.

Mr. Zarkowski discussed his preparedness for the Americanism plan.

Consent Agenda

Motion to approve the consent agenda as presented. Passed with a motion by Ladenburger and a second by Shad. Baney: Yea, Frederick: Yea, Guernsey: Yea, Ladenburger: 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 October 12, 2020 regular meeting and the October 29, 2020 work session, the approval of the bills as presented in the amount of \$517,511.25 from the general fund; \$ 22,821.79 from the activity fund; and \$13,720.00 from the nutrition fund.

Financial Report

Waters presented the financial report with an updated summary report. She distributed the year end audit report prepared by Dana Cole and discussed lunch grants. Motion to approve the financial report as presented passed with a motion by Noffsinger and a second by Marlin.

Baney: Yea, Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea. Yea: 7, Nay: 0, Absent: 2.

NASB information

State Convention has been changed to a virtual conference. Superintendent Haney reviewed the monthly checklist and the safety audit report.

Policy Updates

Superintendent Haney presented a summary of the required policy updates. Motion to amend policy 2008, 3001, 3004.1, 4043, 5018, and 5067 on first reading passed with a motion by Noffsinger and a second by Guernsey. Baney: Yea, Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea. Yea: 7, Nay: 0, Absent: 2.

Sale of Lot in Stratton

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 Stamm and a second by Ladenburger.

Baney: Yea, Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea. Yea: 7, Nay: 0, Absent: 2.

Review and discuss 2021-2022 superintendent contract

Baney will be in touch with KSB to get the latest revision of the contract that had been discussed last spring.

Reports

Technology report

Patrick Lorens updated the plan and costs associated with upgrading cameras and door locks for the district.

Elementary principal report

Principal Rotherham talked about the curriculum guide, craft fair, Veteran's Day programs, conferences, holiday meal, AR movie, flu shots.

Secondary principal report

Principal Sullivan is excited that the football team is still in playoffs, reported on staff in-service on October 30, Veteran's Day program will be on Striv.tv

Transportation report

Superintendent Haney reported they are trying to find space at high school for Art classes so students don't have to be shuttled.

Superintendent report

Superintendent Haney reported on the Title IV training, the October 30 in-service day, Stratton Elementary repairs, work session December 10 to review superintendent candidates, interviews will start Dec. 16., and the new mandates from Governor Ricketts.

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

Adjourn

Motion to adjourn at 7:28 PM passed with a motion by Ladenburger and a second by Noffsinger.

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

December 2010 General Fund Authorization

Accelerated Receivables Solutions	Payroll	578.15
AFLAC	Payroll	1,925.47
Colonial Life	Payroll	586.91
Dundy County School Cafe Plan	Payroll	1,160.67
EFTPS	Payroll	66,650.57
Healthplan Services, Inc	Payroll	660.00
LegalShield	Payroll	108.60
MG Trust Company	Payroll	10,520.00
Nebraska Dept of Revenue	Payroll	9,249.25
Nebraska School Retirement System	Payroll	55,479.28
Principal Life Insurance Co	Payroll	1,031.47
Blue Cross-Blue Shield	Payroll	64,291.26
Dundy Co Stratton School Lunch	Payroll	100.00
Net Payroll	Payroll	218,439.05
Black Hills Energy	Gas	1,568.77
BWTELCOM	Phone	580.26
City Of Benkelman	Utilities	6,274.83
D & L Pest Control LLC	Monthly Treatment	132.00
Dundy Co Stratton School Lunch	Seconds-Nov 2020	1,574.80
Dundy County Clerk	General Election	648.38
Dundy County Hospital	PT, Bus Physical, Drug Test	935.12
Eakes Office Products	Copy Paper, Copy Contract	12,705.55
Ecolab Inc	Repairs	320.15
Esu #15	Sped Services	20,588.54
Esu #16	Audiology, Program Supervision	208.16
Frenchman Valley Coop	Fuel	4,369.03
Frenchman Valley McCook	20-21 Propane Contract-SE	1,564.50
Grace Market	Supplies	311.60
Great Plains Communications	Phone, Internet	236.37
Hamilton Sales & Service	Supplies	65.27
Heritage Lumber	Lumber	220.95
Hometown Leasing	Copier Lease	972.05
Imperial NAPA	Repairs	916.94
J.A. Automotive & Repair	Tire Repair	78.00
J.W. Pepper & Son Inc	Sheet Music	146.48
Jerry's Super Shop	Supplies	119.33
Jostens	Diplomas	195.28
Kerchal Supply	Supplies	52.85
KSB School Law	Legal Services	112.50
Lawson Products	Supplies	209.42
League Builders Supply Inc	Supplies	3.99
MCI	Phone	49.37
Messersmith Water Treatment	Rent, Salt	37.58
NE Safety Center @ UNK	Level 1 Training	200.00
Ne Truck Center Inc	Repairs #27	290.72
Nebraska Assn of School Boards	Reissue State Ed Conference Check	1,170.00
Nebraska/Central Equipment	Repairs	254.80
Norris, Aleta	Mileage-November 2020	2,173.50
Northwest Fire Extinguisher	Hood Inspection	193.00
Owens Implement & Supply	Supplies	514.64
PM, LLC	WiFi Phone	449.98
Protex Central Incorporated	Replace Panel-BE, Repairs	3,220.28
Rocky Mountain Low Voltage	Monthly Monitoring	25.00

Rotherham, Michael	Expense Reimbursement	355.93
Sapp Bros. Petroleum	DEF, Oil	723.80
Schorzman Refrigeration	Repairs	115.00
Scoop Media LLC	Advertising	73.60
Service Zone	Repairs	421.20
SWPPD	Bus Radio	47.00
Time Clock Plus, LLC	Employee Licenses	33.60
Unifirst Corporation	Cutodial Service	473.55
US Bank	Lightbulbs, Tires, Supplies	5,734.10
US Foods-Grand Island	Custodial Supplies	1,971.58
Verizon Wireless	Cell Phones	40.01
Village of Stratton	Utilities	768.33

Total		505,228.37
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Depreciation

Al's Lock & Safe	Cameras, Door Locks	\$ 23,454.28
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Vendor Name	Invoice Description	Amount
Checking Account ID ACTIVITY Fund Number 05 ACTIVITY FUND		
Anderson, Ben	FB Qtrfinals Stanton 11-6-20	100.00
Baker, Logan	FB Qtrfinals Stanton 11-6-20	100.00
Brunswig, Shalia	4 Games-VB Lines	40.00
Chesterman Company	Concession, Machine Purchases	171.63
Country Meats	Beef Sticks	4,005.00
Grace Market	Concession Purchases	118.78
Hitchcock County Schools	JH Wrestling Entry Fee 11-13-20	75.00
Johnson, Scott	FB Qtrfinals Stanton 11-6-20	100.00
Lou's Sporting Goods	Helmet Supplies	105.05
Lutz, Travis	JH Wrestling Invite	160.00
Misko Sports	GBB Shooting Shirts	1,952.00
NCTA Food Service Dept	Noon Meals-FFA	91.00
Nebraska School Activities Assn	FB Qtrfinals 11-9-20 Stanton	1,202.74
NEMFCA	Nebraska 8-Man Coaches Dues	75.00
Owens Implement & Supply	Supplies	22.76
Pepsi Co	Concession, Machine Purchases	256.67
Perkins County Pubic Schools	Entry Fee-JH Wrestling 11-24-20	35.00
PinC Ladies (Priorities in Community)	Football Concessions 9/18/20	448.70
Southwest Schools	RPAC Play Production	92.88
Sports Shoppe, The	Apparel Fundraiser	4,682.50
SportsEngine	JH Wrestling Tournament	53.00
Stanton Public Schools	FB Qtrfinals 11-9-20 Stanton	1,027.02
Swedberg, Landon	FB Qtrfinals Stanton 11-6-20	100.00
Swedburg, Collin	FB Qtrfinals Stanton 11-6-20	100.00
US Bank	Masks, Supplies, Subscription	1,949.17
Yrkoski, Tim	JH Wrestling Invite	160.00
Fund Number 05		<u>17,223.90</u>
Checking Account ID ACTIVITY		<u>17,223.90</u>

Board Report - Invoice Detail

Unposted; Batch Description Lunch Checks December 14 2020

Vendor Name	Invoice Description	Amount
Checking Account ID NUTRITION	Fund Number 06 NUTRITION FUND	
Cash Wa Distributing	Food, Supplies	13,042.89
Owens Implement & Supply	Supplies	6.99
Stratton Country Market	Food	5.29
US Bank	Supplies	64.57
Fund Number 06		<hr/> 13,119.74
Checking Account ID NUTRITION		<hr/> 13,119.74

- D. Policy Update
Consent Item
Approve policies on second reading.
- E. Motion to approve the consent agenda as presented. Passed with a motion by Kent Lorens and a second by Toby Marlin.
- F. Brad Baney: G. Yea
- H. Jason Frederick: I. Yea
- J. Steve Guernsey: K. Yea
- L. Craig Kerchal: M. Yea
- N. Nick Ladenburger: O. Yea
- P. Kent Lorens: Q. Yea
- R. Toby Marlin: S. Yea
- T. Sandy Noffsinger: U. Yea

6. **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.
- B. Motion to approve the financial report as presented. Passed with a motion by Steve Guernsey and a second by Nick Ladenburger.
- C. Brad Baney: D. Yea
- E. Jason Frederick: F. Yea
- G. Steve Guernsey: H. Yea
- I. Craig Kerchal: J. Yea
- K. Nick Ladenburger: L. Yea
- M. Kent Lorens: N. Yea
- O. Toby Marlin: P. Yea
- Q. Sandy Noffsinger: R. Yea

Financial Report December				
	Income		Expense	
	MTD	YTD	MTD	YTD
2020	\$ 87,057	\$ 513,914	\$ 489,130	\$ 2,050,725
2019	\$ 82,392	\$ 540,427	\$ 449,730	\$ 2,051,897
2018	\$ 53,585	\$ 422,201	\$ 475,444	\$ 1,935,553
2017	\$ 40,080	\$ 658,901	\$ 465,498	\$ 1,925,842
2016	\$ 108,355	\$ 628,925	\$ 453,290	\$ 1,928,619
2015	\$ 77,368	\$ 1,394,914	\$ 464,992	\$ 1,985,705
2014	\$ 135,615	\$ 1,316,717	\$ 435,110	\$ 1,861,290
Average	\$ 82,899	\$ 827,014	\$ 457,344	\$ 1,948,151

Fund Balances							
	Unemp	General Fund	Depreciation	QCPUF	Spec Build	Dep/SpBd/Q	Total
2020	\$ 13,329	\$ 2,228,689	\$ 740,156	\$ 200,851	\$ 841,474	\$ 1,782,481	\$ 4,024,499
2019	\$ 13,268	\$ 2,078,692	\$ 544,560	\$ 124,218	\$ 484,110	\$ 1,152,888	\$ 3,244,848
2018	\$ 13,211	\$ 2,138,984	\$ 415,637	\$ 73,989	\$ 383,277	\$ 872,903	\$ 3,025,098
2017	\$ 15,947	\$ 1,724,146	\$ 163,000	\$ 50,070	\$ 254,619	\$ 467,689	\$ 2,207,782
2016	\$ 14,226	\$ 1,443,686	\$ 142,479	\$ 102,154	\$ 265,526	\$ 510,159	\$ 1,968,071
2015	\$ 13,904	\$ 949,012	\$ 192,868	\$ 103,531	\$ 255,518	\$ 551,917	\$ 1,514,833
2014	\$ 13,898	\$ 998,750	\$ 256,747	\$ 113,694	\$ 411,925	\$ 782,366	\$ 1,795,014
Average	\$ 14,076	\$ 1,555,545	\$ 285,882	\$ 94,609	\$ 342,496	\$ 722,987	\$ 2,292,608

Account Groups; Processing Month 11/2020; 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	30,941.73	299,569.00	5.79	4,877,815.00
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	15,306.08	47,568.84	17.30	227,431.16
01 1140	Penalties & Interest on Taxes	15,000.00	599.92	2,833.56	18.89	12,166.44
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	890.00	2,265.00	41.18	3,235.00
01 1510	Interest on Investments	15,000.00	513.14	1,577.69	10.52	13,422.31
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	4,201.93	4,231.93	26.45	11,768.07
Subtotal: LOCAL RECIEPTS		5,520,384.00	52,452.80	359,786.02	6.52	5,160,597.98
01 2110	County Fines And License	18,000.00	0.00	1,145.02	6.36	16,854.98
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	1,145.02	5.87	18,354.98
01 3110	State Aid	37,126.00	3,713.00	11,139.00	30.00	25,987.00
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	1,482.06	9.26	14,517.94
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	1.00	2,876.00	95.87	124.00
01 3990	Other State Receipts	0.00	0.00	0.00	0.00	0.00
Subtotal: STATE RECEIPTS		339,719.00	3,714.00	15,497.06	4.56	324,221.94
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	16,229.00	16,229.00	102.94	(464.00)
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	4,661.60	4,661.60	31.08	10,338.40
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	10,000.00	10,000.00	0.00	(10,000.00)
01 4996	CARES	0.00	0.00	82,325.00	0.00	(82,325.00)
Subtotal: FEDERAL RECEIPTS		226,402.00	30,890.60	137,485.60	60.73	88,916.40
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	87,057.40	513,913.70	8.42	5,592,091.30

12/09/2020 08:16 AM

Regular; Processing Month 12/2020; Function Number 52 Records Selected; Fund Number 01

User ID: SRW

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM
01	GENERAL FUND					
1100	Regular Instructional Programs	3,203,962.00	241,545.60	981,583.60	30.94	2,222,378.40
1150	Limited English Proficiency Programs	47,443.00	4,554.79	16,436.45	34.64	31,006.55
1160	Poverty Programs	280,776.00	18,411.77	71,736.57	25.55	209,039.43
1200	Special Education Instructional Programs	432,469.00	35,655.66	136,047.00	31.52	296,422.00
1291	Early Childhood SpEd Ages 3-5	112,988.00	7,547.08	27,553.72	24.39	85,434.28
1292	Early Childhood SpEd Ages 0-2	8,993.00	923.44	1,846.88	20.54	7,146.12
2110	Attendance & Social Work Services	0.00	0.00	0.00	0.00	0.00
2120	Guidance Services	55,374.00	5,266.07	23,491.60	42.42	31,882.40
2130	Health Services	16,255.00	0.00	1,444.71	8.89	14,810.29
2141	Psychological Services-SPED-School Age	68,314.00	6,212.50	12,425.01	18.19	55,888.99
2142	Psychological Services Sped-Ages 3-5	8,263.00	856.25	1,712.50	20.72	6,550.50
2151	Speech Path/Audiology Svcs SPED SA	49,764.00	7,745.65	15,699.48	31.55	34,064.52
2152	Speech Path/Audiology SPED Age 3-5	7,052.00	293.75	587.50	8.33	6,464.50
2153	Speech Path/Audiology Svcs SPED 0-2	7,898.00	293.75	587.50	7.44	7,310.50
2161	Occupational Therapy SPED SA	16,798.00	1,837.51	3,675.02	21.88	13,122.98
2171	Physical Therapy Services-SA	5,565.00	676.12	719.82	12.93	4,845.18
2210	Improvement of Instruction	0.00	0.00	0.00	0.00	0.00
2211	School Improvement	0.00	0.00	0.00	0.00	0.00
2212	Instruction & Curriculum Development	10,483.00	150.00	150.00	9.30	10,333.00
2213	Instructional Staff Training	11,725.00	0.00	0.00	0.00	11,725.00
2214	Implementation of Standards	0.00	0.00	0.00	0.00	0.00
2220	Library/Media Services	66,852.00	2,899.69	15,644.99	23.40	51,207.01
2230	Instruction-Related Technology	147,027.00	7,492.19	54,229.32	36.88	92,797.68
2240	Academic Student Assessment	3,291.00	0.00	630.00	19.14	2,661.00
2310	Board of Education	31,867.00	2,087.26	15,201.49	51.84	16,665.51
2320	Executive Administration	174,972.00	14,135.73	57,302.30	33.02	117,669.70
2330	District Legal Services	34,748.00	112.50	363.50	1.21	34,384.50
2410	Principal	499,662.00	35,352.68	145,335.40	29.34	354,326.60
2510	Fiscal Services	147,467.00	10,476.65	54,291.13	39.04	93,175.87
2570	Personnel Services	0.00	0.00	0.00	0.00	0.00
2610	Operation of Buildings	365,899.00	19,649.00	134,844.40	36.85	231,054.60
2620	Maintenance of Buildings	300,413.00	12,247.25	55,001.18	18.31	245,411.82
2630	Care and Upkeep of Grounds	14,472.00	0.00	2,495.14	17.24	11,976.86
2640	Care and Upkeep of Equipment	1,287.00	0.00	745.69	57.94	541.31
2650	Vehicle Operation & Maint (non student t	60,375.00	0.00	0.00	0.00	60,375.00
2660	Security	6,605.00	1,984.02	2,108.30	31.92	4,496.70
2670	Safety	2,815.00	3,220.28	3,220.28	114.40	(405.28)
2710	Vehicle Operation	358,368.00	23,024.20	94,481.90	26.36	263,886.10
2712	Vehicle Operation-School Age Sped	34,079.00	3,215.73	10,560.82	30.99	23,518.18
2713	Vehicle Operation-Below Age 5 Sped	4,972.00	469.26	1,739.11	34.98	3,232.89
2730	Vehicle Servicing & Maintenance-Reg Ed	171,158.00	10,141.23	52,858.11	30.88	118,299.89
5000	Debt Service	0.00	0.00	0.00	0.00	0.00
6200	Federal Services-Title I, Part A ESSA Im	259,937.00	7,376.76	33,693.98	13.36	226,243.02
6210	Federal Services-Title I, Part A Account	426.00	0.00	496.14	241.82	(70.14)
6310	Federal Services-Title II, Part A ESSA S	53,138.00	1,700.72	8,920.48	16.79	44,217.52
6404	Federal Services-IDEA Part B Birth-4	0.00	0.00	0.00	0.00	0.00
6406	Federal Services-IDEA PK (619) Sped 3-4	0.00	0.00	0.00	0.00	0.00
6410	Federal Services-IDEA Enroll/Pov. Sped21	0.00	0.00	0.00	0.00	0.00
6700	Federal Services-Fed Voc&App Tech(Perkin	0.00	0.00	0.00	0.00	0.00
6992	Federal Services--REAP-SRSA Grants	0.00	0.00	0.00	0.00	0.00
6996	ESSER Funds	49,986.00	0.00	0.00	0.00	49,986.00
8000	Transfers (Outgoing)	100,000.00	1,574.80	10,863.55	10.86	89,136.45
01	GENERAL FUND	7,233,938.00	489,129.89	2,050,724.57	28.61	5,183,213.43
Grand Total:		7,233,938.00	489,129.89	2,050,724.57	28.61	5,183,213.43

TOTAL SUMMARY OF BANK BALANCES

	August	September	October	November
<i>Pinnacle Bank-Unemployment</i>	\$13,325.35	\$13,326.45	\$13,327.55	\$13,328.68
General Fund				
Pinnacle Bank-MMSA	\$1,949,713.85	\$2,705,197.22	\$2,580,737.67	\$2,181,233.58
Pinnacle Bank Benkelman-General Fund	\$43,098.81	\$139,616.49	\$32,955.72	\$34,412.68
Pinnacle Bank Benkelman-Clearing A/C	\$12,978.44	\$12,952.78	\$12,822.17	\$13,042.76
<i>Total General Fund Balances</i>	\$2,005,791.10	\$2,857,766.49	\$2,626,515.56	\$2,228,689.02
<i>Pinnacle Bank Depreciation Fund Balance</i>	\$795,830.56	\$749,852.95	\$739,998.44	\$740,155.56
QCPUF				
Pinnacle Bank Benkelman-Checking A/C	\$176,154.56	\$195,441.75	\$198,945.91	\$199,486.57
NE Liquid Asset Fund	\$1,364.38	\$1,364.40	\$1,364.42	\$1,364.44
<i>Total Qualified Capital Purpose Undertaking Fund</i>	\$177,518.94	\$196,806.15	\$200,310.33	\$200,851.01
<i>Pinnacle Bank Special Building Fund</i>	\$732,431.04	\$822,490.93	\$838,894.32	\$841,473.64
<i>Total Cash in Bank</i>	\$3,724,896.99	\$4,640,242.97	\$4,419,046.20	\$4,024,497.91

CASH FLOW STATEMENT

Beginning Balance General Fund Checking

\$ 34,412.68

MMSA-Amfirst Bank 2,181,233.80

Total General Fund Money

\$ 2,215,646.48

ESTIMATED DISBURSEMENTS

			<u>2019-2020</u>	<u>2018-2019</u>
Bills	74,447.69			
Payroll	<u>430,780.68</u>	505,228.37	464,198.25	491,586.64

COUNTY RECEIPTS

Dundy County Treasurer	43,175.85			
Hitchcock County Treasurer	<u>3,671.88</u>		<u>2019-2020</u>	<u>2018-2019</u>
	46,847.73		48,107.93	46,912.13

Estimated Over(Under)age - GF Checking

\$ (423,967.96)

Transfers Out

\$ -

Lunch Payroll

\$ -

NDE Money

\$ -

Transfer TO/FROM MMSA

\$ 450,000.00

\$ 26,032.04

Regular; Beginning Month 09/2020; Processing Month 11/2020; 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	470.78	56,145.78	740,155.56
Total:	Current Assets	795,830.56	470.78	56,145.78	740,155.56
Fund Balance					
02 704	FUND BALANCE	795,830.56	56,145.78	470.78	740,155.56
Total:	Fund Balance	795,830.56	56,145.78	470.78	740,155.56
Revenue					
02 1510	Interest Earned	0.00	0.00	470.78	470.78
Total:	Revenue	0.00	0.00	470.78	470.78
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	112,762.34	57,087.34	1,536,927.68

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	3.33	0.00	13,328.68
03 106	Cafeteria Checking	2,185.01	3,482.01	1,359.91	4,307.11
Total:	Current Assets	15,510.36	3,485.34	1,359.91	17,635.79
Fund Balance					
03 704	FUND BALANCE	15,510.36	3,681.25	5,806.68	17,635.79
Total:	Fund Balance	15,510.36	3,681.25	5,806.68	17,635.79
Revenue					
03 1510	Interest Earned	0.00	0.00	3.33	3.33
03 5200	Fund Transfers In	0.00	2,321.34	2,321.34	0.00
03 5690	OTHER NON-REVENUE RECEIPTS	0.00	0.00	3,482.01	3,482.01
Total:	Revenue	0.00	2,321.34	5,806.68	3,485.34
Expenditure					
03 2900 260 000	Employee Benefits	0.00	1,359.91	0.00	1,359.91
Total:	Expenditure	0.00	1,359.91	0.00	1,359.91
Total:	03	31,020.72	10,847.84	12,973.27	40,116.83

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	109,042.60	0.00	841,473.64
08 131	Receivable Account	89,899.68	20,796.93	108,532.79	2,163.82
Total:	Current Assets	822,330.72	129,839.53	108,532.79	843,637.46
Fund Balance					
08 704	FUND BALANCE	822,330.72	0.00	21,306.74	843,637.46
Total:	Fund Balance	822,330.72	0.00	21,306.74	843,637.46
Revenue					
08 1100	Taxes Levied	0.00	0.00	20,511.03	20,511.03
08 1140	Penalties & Interest on Taxes	0.00	0.00	184.13	184.13
08 1510	Interest Earned	0.00	0.00	509.81	509.81
08 3180	Pro-Rate Motor Vehicle	0.00	0.00	101.77	101.77
Total:	Revenue	0.00	0.00	21,306.74	21,306.74

Regular; Beginning Month 09/2020; Processing Month 11/2020; Fund Number 02, 03, 08,
 09

Fund: 08 SPECIAL BUILDING FUND

	<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
Total: 08	1,644,661.44	129,839.53	151,146.27	1,708,581.66

Fund: 09 QCPUF

	<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
Current Assets				
09 101 CASH	177,518.94	23,332.07	0.00	200,851.01
09 131 Receivable Account	19,264.24	4,458.77	23,259.29	463.72
Total: Current Assets	196,783.18	27,790.84	23,259.29	201,314.73
Fund Balance				
09 704 FUND BALANCE	196,783.18	0.00	4,531.55	201,314.73
Total: Fund Balance	196,783.18	0.00	4,531.55	201,314.73
Revenue				
09 1100 Taxes Levied	0.00	0.00	4,397.14	4,397.14
09 1140 Penalties & Interest on Taxes	0.00	0.00	39.82	39.82
09 1510 Interest Earned	0.00	0.00	72.78	72.78
09 3180 Pro-Rate Motor Vehicle	0.00	0.00	21.81	21.81
Total: Revenue	0.00	0.00	4,531.55	4,531.55
Total: 09	393,566.36	27,790.84	32,322.39	407,161.01

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	16,626.34	11,716.97	0.00	(4,909.37)
05 704 0125	Football Fundraising	5,973.32	5,870.50	4,348.78	0.00	4,451.60
05 704 0130	Volleyball	0.00	2,758.47	982.92	0.00	(1,775.55)
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	483.00	280.00	0.00	(203.00)
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	150.00	0.00	(85.34)
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	1,838.10	0.00	1,140.02
05 704 0340	FBLA	7,670.40	4,865.30	7,401.71	0.00	10,206.81
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	3,227.70	0.00	(1,483.77)
05 704 0370	FFA	14,849.31	8,374.74	1,243.75	0.00	7,718.32
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	274.72	0.00	0.00	(274.72)
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	8.00	0.00	2,156.22
05 704 0600	Shop Projects	66.11	0.00	0.00	0.00	66.11
05 704 0610	Pop Account	565.71	472.66	0.00	0.00	93.05
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	33.16	0.00	(329.90)
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	630.00	0.00	630.00
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	45.00	0.00	1,135.99
05 704 0690	Concessions	0.00	3,577.00	4,256.78	0.00	679.78
05 704 0800	Grade Activity	7,023.81	0.00	800.00	0.00	7,823.81
05 704 0810	Stuco-Grade School	1,000.16	0.00	378.00	0.00	1,378.16
05 704 0830	Stratton	811.99	176.31	0.00	0.00	635.68
Fund Total: 05		96,773.50	57,393.07	38,628.37	0.00	78,008.80

Regular; Beginning Month 09/2020; Processing Month 11/2020; 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	70,589.00	60,372.68	17,922.40
06 103	Payroll Cash	0.00	24,659.97	40,027.62	(15,367.65)
Total: Current Assets		7,706.08	95,248.97	100,400.30	2,554.75
Current Liabilities					
06 450	PAYROLL DEDUCTION PAYABLE	0.00	1,249.55	1,418.39	168.84
06 451	FICA PAYABLE	0.00	4,393.02	5,370.98	977.96
06 452	FIT PAYABLE	0.00	1,347.31	1,347.31	0.00
06 453	INSURANCE PAYABLE	0.00	1,581.58	1,607.42	25.84
06 454	RETIREMENT PAYABLE	0.00	5,095.44	6,377.12	1,281.68
06 455	SIT PAYABLE	0.00	615.45	658.08	42.63
Total: Current Liabilities		0.00	14,282.35	16,779.30	2,496.95
Fund Balance					
06 704	FUND BALANCE	7,706.08	78,281.97	70,633.69	57.80
Total: Fund Balance		7,706.08	78,281.97	70,633.69	57.80
Revenue					
06 1510	Interest Earned	0.00	0.00	7.06	7.06
06 1611	Daily Sales-School Lunch Program	0.00	131.56	4,896.80	4,765.24
06 1620	Daily Sales-Non-reimbursable Programs	0.00	0.00	350.00	350.00
06 4210	Federal Reimbursement	0.00	0.00	46,538.05	46,538.05
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	9,288.75	9,288.75
Total: Revenue		0.00	131.56	70,310.66	70,179.10
Expenditure					
06 3100 110 001	Salaries of Regular Employees-Non-Instru	0.00	14,199.14	0.00	14,199.14
06 3100 110 002	Salaries of Regular Employees-Non-Instru	0.00	15,099.20	0.00	15,099.20
06 3100 110 004	Salaries of Regular Employees-Non-Instru	0.00	5,432.74	0.00	5,432.74
06 3100 130 001	Overtime-Non Instructional Staff	0.00	87.42	0.00	87.42
06 3100 130 002	Overtime-Non Instructional Staff	0.00	250.53	0.00	250.53
06 3100 130 004	Overtime-Non Instructional Staff	0.00	35.79	0.00	35.79
06 3100 210 001	Group Insurance-Non Instructional	0.00	787.25	0.00	787.25
06 3100 210 002	Group Insurance-Non Instructional	0.00	787.27	0.00	787.27
06 3100 220 001	Social Security-Non Instructional	0.00	1,092.85	19.36	1,073.49
06 3100 220 002	Social Security-Non Instructional	0.00	1,174.24	25.04	1,149.20
06 3100 220 004	Social Security-Non Instructional	0.00	418.40	0.29	418.11
06 3100 230 001	Retirement-Non Instructional	0.00	1,279.60	0.00	1,279.60
06 3100 230 002	Retirement-Non Instructional	0.00	1,384.66	0.00	1,384.66
06 3100 230 004	Retirement-Non Instructional	0.00	540.17	0.00	540.17
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	1,777.81	0.00	1,777.81
06 3100 610 002	General Supplies	0.00	2,390.16	139.17	2,250.99
06 3100 610 002 019	General Supplies-Covid 19	0.00	8.03	0.00	8.03
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	215.80	0.00	215.80
06 3100 630 001	Food: School Food Service Program	0.00	11,457.53	139.17	11,318.36
06 3100 630 002	Food: School Food Service Program	0.00	10,917.36	0.00	10,917.36
06 3100 630 004	Food: School Food Service Program	0.00	5,030.06	0.00	5,030.06
Total: Expenditure		0.00	78,150.41	323.03	77,827.38

Regular; Beginning Month 09/2020; Processing Month 11/2020; Fund Number 06

Fund: 06 NUTRITION FUND

	<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
Total: 06	15,412.16	266,095.26	258,446.98	153,115.98

US BANK Credit Card November 2020

10/27/2020	NCSA	Title IX Training	150.00
10/27/2020	Amazon	Paper	72.53
10/27/2020	IT Supplies, Inc	Paper	59.97
10/28/2020	Amazon	Computer Supplies	59.30
10/28/2020	Stone Leaf Pottery	Supplies	114.00
10/29/2020	Online Tire Store	#19, Mule Tires	905.56
10/29/2020	Verne Simmonds	Repairs	83.86
10/29/2020	Amazon	Ink	306.24
10/30/2020	Online Tire Store	#34, #21 Tires	455.08
11/1/2020	Rise Vision	Licenses	27.00
11/4/2020	Amazon	Supplies	19.99
11/4/2020	Amazon	Computer Supplies	24.98
11/6/2020	Amazon	Computer Supplies	44.98
11/8/2020	O'Reilly	Repairs	29.94
11/10/2020	Cheaper Ford	Repairs	59.65
11/11/2020	1000Bulbs.com	LED Bulbs	1028.34
11/13/2020	Online Tire Store	#15 Tires	150.60
11/17/2020	Washington Examiner	Subscription	71.95
11/19/2020	Amazon	Hard Drive, Switches	792.54
11/19/2020	Amazon	Computer Supplies	112.43
11/19/2020	Cable Wholesale	Door Locks	1006.20
11/20/2020	Maverick Truck Stop	Fuel	103.65
11/23/2020	HCI Cleaning Products	Supplies	26.36
11/23/2020	Secure Data	Computer Supplies	28.95

\$ 5,734.10

S. NASB information
Action Item

T. Legislation
Action Item

7. **Reports**
Action Item

A. Technology report
Information Item

B. Elementary principal report
Information Item

Elementary Principal's Report

December 14, 2020

Christmas Concerts

The Christmas programs for Benkelman Elementary and Stratton Elementary have been cancelled. A virtual presentation is being considered.

Lockdown drills

Both Elementary buildings will hold a lockdown drill this month. We will continue these drills throughout the year to improve our preparedness.

Lions Club Screening

The Lions club screening scheduled for December 14th has been postponed due to Covid.

Reading

Chelsey Sullivan would like to speak to the board about the elementary students' reading growth.

Mr. Rotherham

C. Secondary principal report
Information Item

DCS Eligibility Procedures

At DCS, we take our focus on academics seriously. We use our eligibility policy in conjunction with MTSS (Multi-Tiered Systems of Support) strategies to help our students excel academically.

Grade checks are done at 6:00AM every Monday to determine students that are ineligible for the week (Down List) and those approaching ineligibility (Warning List).

Grades are updated on a spreadsheet that is shared with the teaching staff. Grades are updated on the spreadsheet everyday to track student progress and allow teachers and students the opportunity to work together to determine times to get extra help on assignments.

The "Warning List" includes students with a "78%" and below. Homeroom teachers will allow students intervention time during Homeroom to meet with teachers and work towards improving their grades. Coaches will be notified and are expected to schedule/create time to allow students the opportunity to improve their grade to prevent ineligibility. This could include missing practice time to complete work.

The "Down List" includes students with a **Two or More** "F's"(Below a 70%) These students are ineligible for activities until their name no longer appears on the "Down List" due to improvement in their classes. The expectations for Homeroom are the same. They will be partial participants in practice. Coaches will need to provide intervention time for students to complete coursework before participating in practice.

At the beginning of each quarter, there is a two week "Grace" period to allow for numerous grades to be in the grade book when grade checks are done.

This prevents a student from being ineligible because of doing poorly on a single assignment.

The "Grace" periods are:

Quarter 1: August 24 to September 4

Quarter 2: October 19 to October 30

Quarter 3: January 4 to January 15

Quarter 4: March 12 to March 26

If you have any questions about the Eligibility Procedures at DCS, please feel free to contact the high school at (308)423-2738

D. Transportation report
Information Item

DUNDY COUNTY STRATTON SCHOOLS VEHICLE REPORT								November 2020
VEHICLE	CAP	VIN	ODOMETER		MILES	GALS	MAINTENANCE	
			BEG	END				
1	2000 Bluebird Bus (Coach)	50	6003	134171	134424	253.0	64.8	
2	2005 Van Hool Coach	58	4313	66485	67506	1021.0	220.7	
3	2015 Blue Bird Yellow Bus	35	8212	60025	60744	719.0	74.0	Rpr heat boost pump; chg oil & filter; chk oil fluids & lubed; rpr leaking air line; chg oil & filter; chkd all fluids & lubed vehicle
4	99 INTERNATIONAL	60	5599	206121	206201	80.0	26.3	rpr coolant hose leak; rpr battery; rpr battery cables; rpr master switch
5	02 CHEVY	23	2233	162229	162921	692.0	85.9	
6	14 Blue Bird Bus	47	7776	132324	134942	2618.0	275.0	chg oil & filter; chkd all fluids & lubed vehicle
7	99 GMC V8	21	7994					
8	2014 Blue Bird	77	1039	102508	103673	1165.0	240.7	
9	02 CHEVY V8	23	7370	167848	168299	451.0	30.1	
10	12 Ford E-350 Van	10	8792	91430	91560	130.0	10.0	
11	19 International Bus	35	6442	49470.2	50648	1177.8	165.9	
12	2020 IC Bus	47	1961	24,658	27,826	3168.0	300.9	chged oil & filter; chkd all fluids & lubed vehicle
13	05 Taurus Gold	5	4124	125792	126384	592.0	12.1	
14	05 Taurus Grey	5	3776	128768	129347	579.0	13.5	
15	10 Chevy Impala	5	9642	118106	118155	49.0	0.0	rpl rear tires; rpl door actuator (heater)
16	05 Suburban	8	9871	188957	189211	254.0	0.0	
17	06 Suburban - Maroon	8	2698	165426	165881	455.0	28.3	
18	06 Suburban - grey	8	6085	203241	203671	430.0	39.7	
19	13 Ford Expedition	8	8563	178382	180436	2054.0	155.9	rpl plastic molding passenger seat; rpl all 4 tires
20	02 Taurus (Red)	5	6498	103839	104110	271.0	0.0	
21	01 Taurus	5	6788	150122	150157	35.0	0.0	
22	sold					0.0		
23	99 Chevy Mid Bus	22	0121	137737	138685	948.0	67.4	rpl leaking coolant hose
24	97 Taurus	5	9015	192717	193000	283.0	13.0	
25	96 Taurus -Green	5	6462	171118	171230	112.0	13.6	
26	2010 Blue Bird	47	2236	176531	177276	745.0	49.0	
27	2012 Blue Bird	47	0004	155113	155236	123.0	23.6	
28	2001 Chevy Silverado		8211	144151	144271	120.0	20.6	
29	2018 Ford 350 Transit		9985	31262	31637	375.0	21.5	
30	09 Ford F-350 Van	12	3952	121476	121513	37.0	0.0	
31	07 Ford Expedition	8	9506	234610	235329	719.0	24.0	
32	sold					0.0		
33	10 Ford E-350	10	5937	113692	113692	0.0	0.0	
34	99 Suburban Blue	9	2627	153648	153772	124.0	30.0	rpl all tires
	ACTIVITY					19779.8		
	GAS CAN							
	Gas - Stratton							
	DIESEL CAN							
	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
- F. Board and committee reports
Information Item
 - 1. Board information
Information Item

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 [REDACTED], 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 [REDACTED] year(s) beginning on July 1, 2021, and expiring on June 30, 20[REDACTED]. 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 [REDACTED] year(s) beginning on July 1, 2021, and expiring on June 30, 20[REDACTED]. During each year of this contract, the Superintendent shall render at least [REDACTED] 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 [REDACTED] year(s) beginning on July 1, 2021, and expiring on June 30, 20[REDACTED]. 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 2021. 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 [REDACTED]-Thousand Dollars (\$ [REDACTED],000) with the option to purchase an additional \$ [REDACTED],000 of coverage.

d. Sick Leave. The Superintendent shall be entitled to [redacted] (#) days of sick leave per year which may accumulate to a total of [redacted] (___) 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]**

i. 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 _____, 20 .

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 20 .

Superintendent

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: Board of Education for Dundy County Stratton Schools

FROM: Coady H. Pruett

DATE: November 23, 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 260 possible “working days” in the 2021-22 contract year. There are 250 “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 with a vehicle or compensate him or her for mileage incurred on behalf of the school district at the rate approved by the board.

Option 2. This option provides for a vehicle allowance or stipend paid by the school to the superintendent to cover the cost of a car or car expense. This payment can be for the full cost of the vehicle or only for the cost of gas, maintenance, and normal wear and tear. The obvious advantage of a car allowance is that it is easy for the school district to manage. However, this approach has several disadvantages. The allowance is taxable to the superintendent, and the school is subject to its portion of payroll taxes. In other words, depending on the superintendent's tax bracket, a \$500 payment from the school may result in the employee having only \$300 to spend on a car. If the superintendent finances the purchase of a vehicle, the interest payments are not tax deductible. Finally, according to some "tax experts," there is an increased risk of an audit when an employee receives a vehicle allowance.

Section 11. Fringe Benefits. We strongly prefer to list the superintendent's fringe benefits specifically. Many superintendent contracts include a reference that the superintendent will receive all benefits provided to other certificated staff members, but we do not like that method because it makes the benefits dependent upon negotiations with the faculty, and it can incorporate benefits that the board may not have intended. Please review the benefits listed in this section to make sure that they include the benefits you want at the levels you want. None of these provisions is required (see the vacation provision for an exception), and we have attempted to include as many as possible to simply give the board an idea of potential provisions.

Health Insurance. Complete this subsection with the level of health insurance coverage you provide.

Dental Insurance. If you provide dental insurance, complete this subsection with the level of coverage you provide.

Life Insurance. If you provide life insurance, complete this section with a description of the level of coverage you provide.

Sick Leave. Complete this subsection with the number of sick leave days per year and the total that the superintendent may accumulate. Most contracts we review provide for up to 10 sick days per year. Some contracts do not allow for any accumulation, while a couple have allowed up to 60 or 70 days of accumulation. Our recommendation is to allow accumulation up to the number of days at which the superintendent is eligible for long-term disability (often 45 days). You will need to identify whether the superintendent may take sick leave days for family

members and, if so, which family members and the total number of days he or she may take for them. This subsection states that the superintendent must take disability pay in lieu of sick leave upon qualifying for disability pay. **NOTE:** This entire subsection should be deleted if you select Options 2 (“working days”) or Option 3 (“flexible”) under Section 1.

Disability Insurance. This subsection states that the superintendent will buy his or her own disability insurance, and the school district will reimburse her for the premium cost. We strongly recommend that the superintendent be required to purchase the disability insurance from his or her own funds. By paying his or her own disability insurance premiums, any disability insurance payments to the superintendent will be tax free. This is a significant benefit.

Vacation. See the “*Roseland* problem” discussion above in Section 1. This section also authorizes the board to require the superintendent to take vacation days. This could prove useful if the board feels it is important for the superintendent to take vacation for health reasons or if the board does not want to pay for unused vacation days upon the termination of the superintendent’s employment. **NOTE:** This entire subsection should be deleted if you select Option 2 (“working days”) or Option 3 (“flexible”) under Section 1. This section also includes a blank for the amount the administrator will be paid for any unused vacation days upon termination of employment. This number can be anywhere from \$1 per day up to the administrator’s average daily rate of pay.

Professional Development. This is a standard provision that addresses the superintendent’s attendance at conferences and various instructor programs.

Professional Dues. It is common for school districts to pay some or all professional dues for the superintendent. If you pay such dues, specify the organizations for which the school district will pay such dues, and you may wish to include the amounts that the school district will pay.

Physical Examination. This clause allows the Superintendent to submit to a voluntary physical examination and requires the Board to reimburse her for such cost not covered by insurance, up to a maximum of \$X. I have placed a cap on the amount because some school districts have been unpleasantly surprised by what was considered part of a “physical examination” that was ultimately not covered by the employee’s insurance. For example, in one case, an employee

submitted a claim for reimbursement in excess of \$800 for only a portion of the physical. This provision assumes that at least some portion of the cost will not be covered by the Affordable Care Act.

Bereavement Leave. This provision allows for X days of bereavement leave per year in the absence of a district policy. As written, the provision is not limited to family and allows the superintendent to use bereavement leave for any person. This provision is not common and may be modified or deleted as desired. **NOTE:** This entire subsection should be deleted if you select Options 2 (“working days”) or Option 3 (“flexible”) under Section 1.

Holidays. Complete this subsection with the list of holidays on which the superintendent is not required to work. This provision also provides for a certain number of “floating” holidays to be used at the superintendent’s discretion. This provision was originally intended to apply to the day after Thanksgiving and the days around Christmas or New Year’s. However, as written, they can be used for other days as well. **NOTE:** This entire subsection should be deleted if you select Options 2 (“working days”) or Option 3 (“flexible”) under Section 1.

Expense Reimbursement. We have started adding this provision to superintendent contracts to draw everyone’s attention to the requirements of the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. §§ 13-2201 through 13-2204) which should address the concerns raised by the State Auditor related to these expenses as a result of school district audits that his office has conducted over the past few years. This section also requires the superintendent to receive board approval if any such expense will exceed a predetermined amount.

Personal Leave. We did not include a provision for personal leave because (1) it is not a common provision in superintendent contracts, and (2) of the amount of leave already included in the contract. However, such a provision can be included if desired.

Cell Phone. Formerly a “perk,” cell phones have almost become a business necessity. The IRS essentially recognized this new reality on September 14, 2011, when it issued Notice 2011-72 to clarify the tax treatment of employer-provided cell phones. The Notice provides that when an employer issues a cell phone to an employee for “noncompensatory business reasons,” the business and personal use of the cell phone is not taxable to the employee. Similarly, the IRS announced in a memorandum that cash allowances and reimbursements

for work-related use of personal cell phones would be nontaxable to the employee. In both instances, the burdensome business-use recordkeeping requirements do not apply. Given how much personal information is maintained on a cell phone, we recommend that the contract require the Superintendent to purchase the phone so that he or she can take the phone and all of its personal contents with him or her when employment ends.

Section 12. Principal Residence/Domicile in School District. Superintendent's Residence. Some schools request a provision requiring the superintendent to reside in the district during the term of the contract. The Nebraska Supreme Court has not issued a decision on this issue, so it is not possible to predict exactly how Nebraska courts would view a requirement that the superintendent live within the boundaries of the school district. However, the Nebraska Commission of Industrial Relations has held that a residence requirement which is applied only to new employees is a management prerogative. *In the case of City of Omaha v. Omaha Police Union Local No. 101*, 5 CIR 103,111 (1981). In our opinion, the board of education may require new administrators who are not then employed by the district to live within school district boundaries as a condition of being hired. This clause can be eliminated if desired.

Section 13. No Penalty for Release or Resignation. This section states that the board will not impose a penalty for releasing the superintendent from her contract for the end of the contract. This is required by NEB. REV. STAT. § 79-819. This section also states that the superintendent's resignation will not be effective before the end of the contract unless the board approves an early resignation "and the Board shall fix the date at which the resignation shall take effect."

Section 14. Compensation upon Termination. This is a standard provision which states that the superintendent shall be paid a pro rata share for his or her compensation upon early termination of employment.

Section 15. Evaluation. The board is statutorily obligated to evaluate the superintendent twice during the first year of employment. This section states that fact and states that the board will evaluate the superintendent no later than the regular December meeting. This section obligates the superintendent to remind the board members of their obligation to evaluate him or her no later than the regular November meeting and to provide the board members with the written evaluation instrument to be used.

Section 16. Legal Actions. Our society has become increasingly litigious. This section guarantees the superintendent that the board will

support the superintendent if there is a legal dispute caused by her carrying out duties properly. This is authorized by statute, and it is a comfort to superintendents to know that the board will provide support in the event of a complaint or legal action.

Section 17. Physical or Mental Examination. This section gives the board the authority to require the superintendent to “undergo a physical or mental examination by a physician and/or psychologist of the board’s choosing” to determine whether the superintendent is able to perform “the essential functions” of the job. Though this would rarely be used, it is important for the board to be able to secure a medical opinion regarding the superintendent’s ability to carry out his or her duties. The use of the term “essential functions” is in deference to the requirements of the Americans with Disabilities Act, and the information that the board would secure from the physician and/or psychologist is limited to that issue.

Section 18. Disciplinary Actions. Section 79-826 allows a superintendent to suspend a certificated employee with pay, or without pay if certain due process procedures are followed. However, there is no similar statutory provision that allows the board to take the same actions with a superintendent. Unfortunately, school districts have encountered many situations in which they desired to use paid or unpaid leave. This section applies the same concepts found in § 79-826 and applies them to the superintendent-board relationship in order to eliminate any uncertainty about the board’s authority to place the superintendent on leave.

Section 19. Governing Laws. This section is a standard provision stating that the contract is governed by applicable state and federal laws, rules and regulations.

Section 20. Amendments to be in Writing. This section is a standard provision that is intended to assure that any amendments to the contract are put in writing so that both parties will have an accurate record of them.

Section 21. Severability. This is a standard provision which provides that the rest of the contract will remain valid and in effect if any portion of it is determined to be invalid or unenforceable.

We hope that this memorandum is helpful to you in understanding the terms of the contract. If you have any questions, would like to discuss any of the issues raised in this memorandum, or would like to change any provisions or add to them, please let me know.

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
6. Negotiations committee
Information Item

8. **Adjourn**
Information Item

9. Motion to adjourn at 7:06 PM Passed with a motion by Sandy Noffsinger and a second by Craig Kerchal.

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|-----------------------|---------|
| 10. Brad Baney: | 11. Yea |
| 12. Jason Frederick: | 13. Yea |
| 14. Steve Guernsey: | 15. Yea |
| 16. Craig Kerchal: | 17. Yea |
| 18. Nick Ladenburger: | 19. Yea |
| 20. Kent Lorens: | 21. Yea |
| 22. Toby Marlin: | 23. Yea |
| 24. Sandy Noffsinger: | 25. Yea |
| 26. Shad Stamm: | 27. Yea |