

Isanti Community School
Board of Education Regular Meeting
Wednesday, February 15, 2023

- I. **Call to Order and Pledge of Allegiance**

- II. **Nebraska Open Meetings Law**

- III. **Roll Call**

- IV. **Public Comment & Recognition of Guests**

- V. **Approve the minutes of the January 11, 2023 Regular Board Meeting and corrected minutes for December 19, 2022**

- VI. **Treasurer Report & Audit Report**

- VII. **Approve Outstanding Payables**

- VIII. **Discussion Items**
 - VIII.A. Tribal Council Presentation

 - VIII.B. Purchasing - Vehicle Rotation

 - VIII.C. Truancy Report - Natalie RedOwl

 - VIII.D. Vape Detectors

 - VIII.E. 2023-24 School Calendar

 - VIII.F. Hiring of Security Officers

 - VIII.G. Letter of Intent - Certified Staff

VIII.H. Selling wrestling mats

VIII.I. Dean Jacobs 2023-24

IX. Action Items

IX.A. Close School Lunch Checking Account at Farmers and Merchants State Bank

IX.B. Miranda Fuhrer - updated Contract for 2022-23

IX.C. Resignation - Ken Newcomb

IX.D. Principal's Administrative Contract, Special Education Administrator Contract and Pay Scale

IX.E. Superintendent's Contract

IX.F. KSB Contract or other Lawyer Contract

IX.G. Replacement of RTU in Multi-purpose - Rasmussen

X. Reports

X.A. Caitlin Sharp TNTP - Shirley Vargas NDE

X.B. Superintendent and Progress Plan Update

X.B.1. Board Retreat February 24-25

X.C. Elementary Principal and Secondary Principal

X.D. Committee Reports

XI. ***Closed Session:** If, during the course of the meeting discussion of any item on the agenda should be held in closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

XI.A. Teacher Negotiations

XII. **Adjourn**

Board of Education Regular Meeting

Isanti Community School -Dakota Conference
Room

Monday, December 19, 2022 @ 5:00 PM
Central

Isanti Community School

Sherri Henry: Absent

Stacy Johnson: Present

Anita LaPointe: Present

Steve Moose: Present

LindaRae Starlin: Present

Dewayne Wabasha: Present

Present: 5, Absent: 1.

I. Call to Order and Pledge of Allegiance

Absent: Sherri Henry, **Present:** Stacy Johnson, Anita LaPointe, Steve Moose, LindaRae Starlin, Dewayne Wabasha. Present: 5, Absent: 1.

II. Nebraska Open Meetings Law

III. Roll Call

IV. Public Comment & Recognition of Guests

V. Approve the minutes of the November 14, 2022 Regular Board Meeting.

It was moved by Stacy Johnson and seconded by LindaRae Starlin to Approve the minutes of November 14, 2022 Regular Board Meeting..

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 5, Nay: 0, Absent: 1

VI. Treasurer Report - John Brazell

VII. Approve Outstanding Payables

VIII. Discussion Items

VIII.A. Superintendent Evaluation

As long as it is done and turned in by Dec 31st Mr. Mroczek will send it in. Take evaluation to Steve and he will get to Mr. Mroczek

VIII.B. New Van Purchase

Vans are getting old and maybe getting one or maybe two vans for about 46000 with 10,000 miles. Maybe look somewhere else besides Moodys. It would be used. Creighton just bought one and is having a wrap put on right now. Would like to upgrade every two years with a different vehicle.

VIII.C. Waniyetu Stipend - Staff

It was moved by Stacy Johnson and seconded by LindaRae Starlin to approve \$600 Waniyetu Stipend for all staff members.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

VIII.D. Christmas gifts for Students

Depending on the Boards discussion if they will hand out the money to students. Can pick up after 10:00 on

It was moved by Stacy Johnson and seconded by LindaRae Starlin to approve giving a \$300 gift for each student.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

VIII.E. Calendar changes: Change Dec 21 to a regular school day; Dec. 22 Virtual PD; Jan. 3 & 4 Consultants PD day and Students back on Jan. 5.

with the storm coming in on Dec 21 and virtual training on Dec 22 - PD day. No school on December 21st. Consultants here on Jan 3 & 4th.

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It was moved by Anita LaPointe and seconded by Dewayne Wabasha to to change the calendar to Jan 3 and 4th for PD days and Jan 5th for students.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

VIII.F. Recognition for years of service BOE member - Steve Moose

IX. Action Items

IX.A. Resignations: Tomecina Escarcega

It was moved by LindaRae Starlin and seconded by Dewayne Wabasha to approve the resignation of Tomecina Escarega.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

IX.B. New Hires

Teacher: Taylor Hamilton BA Step 1 - Hire for 1st Grade

It was moved by LindaRae Starlin and seconded by Anita LaPointe to approve hiring Taylor Hamilton at BA Step1.

Roll call vote: Passed

Sherri Henry: Absent, Stacy Johnson: Yea, Anita LaPointe: Yea,
Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne Wabasha:
Yea

Yea: 5, Nay: 0, Absent: 1

X. Reports

X.A. Superintendent and Progress Plan Update

X.A.1. Impact Aid- Report with Supt. Mroczek, John, Ruth
and Ed Stansberry

X.B. Elementary Principal and Secondary Principal

X.B.1. Cognia Accreditation Update and Progress Plan
Update

X.C. Committee Reports

XI. *Closed Session: If, during the course of the meeting
discussion of any item on the agenda should be held in closed

meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

XI.A. SEA Negotiations

XII. **Adjourn**

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Isanti Community School

Stacy Johnson: Present

Waylon LaPlante: Present

Anita LaPointe: Present

Susan Pike: Present

LindaRae Starlin: Present

Dewayne Wabasha: Present

Present: 6.

I. Call to Order and Pledge of Allegiance

Present: Stacy Johnson, Waylon LaPlante, Anita LaPointe, Susan Pike, LindaRae Starlin, Dewayne Wabasha. Present: 6.

II. Nebraska Open Meetings Law

III. Roll Call by Superintendent Mroczek

IV. Oath of Office to each Board Member - Reorganization of the Board

President, Vice President, Secretary, Treasurer

IV.A. Superintendent Mroczek called the Annual Organization of Board opened at 5:15pm and called for nominations for Board President

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IV.A.1. President

Lindarae Starlin nominated Dewayne Wabasha

Susan Pike nominated Stacy Johnson

Waylon LaPlante made a motion for nominations to cease, seconded by Lindarae Starlin. Roll call vote: Dewayne Wabasha-2; Stacy Johnson-4.

Stacy Johnson has been elected President of Isanti Community School Board

IV.A.2. Vice-President

President Johnson called nominations for Vice President.

Stacy Johnson nominated Susan Pike, Waylon LaPlante nominated Lindarae Starlin. Motion by Dewayne Wabasha to cease nominations, seconded by Waylon LaPlante. Roll call vote: Susan Pike3, Lindarae Starlin 3, Tie.

Nominations reopened: Stacy Johnson nominated Susan Pike. Dewayne Wabasha nominated Dewayne Wabasha.

Waylon LaPlante nominated Lindarae Starlin. Motion to cease nominations by Waylon LaPlante, seconded by Dewayne Wabasha. Roll call vote: S.Pike-3, D.Wabasha-1, L.Starlin-2;

Susan Pike has been elected as Vice President of the Isanti Board of Education.

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IV.A.3. Treasurer

President Johnson called for nominations for Treasurer Susan Pike nominated Dewayne Wabasha, Stacy Johnson nominated Anita LaPointe. Motion to cease nominations by Waylon LaPlante, seconded by DeWayne Wabasha. Roll call vote: Anita LaPointe-3 and Dewayne Wabasha-3. Tie

President Johnson re-opened nominations

Stacy Johnson nominated Dewayne Wabasha, Waylon LaPlante nominated Anita LaPointe. Motion to cease nominations by Waylon LaPlante, seconded by Dewane Wabasha. Roll call vote: Anita LaPointe3, Dewayne Wabasha-3. Tie

President Johnson re-opened nominations

Susan Pike nominated Anita LaPointe, Stacy Johnson nominated Dewayne Wabasha, Lindarae Starlin nominated Waylon LaPlante. Motion to cease by Waylon LaPlante and seconded by Dewayne Wabasha. Roll call vote: Anita LaPointe-2, Dewayne Wabasha31, Waylon LaPlante-3
Waylon LaPlante has been elected Treasurer of the Isanti Board of Education.

IV.A.4. Board Secretary

President Johnson called for nominations for Secretary Susan Pike nominated Anita LaPointe, Stacy Johnson nominated Dewayne Wabashaw. Motion to cease nominations by Waylon LaPlante, seconded by Stacy Johnson. Roll call vote: Anita LaPointe-3 and Dewayne Wabasha-3. Tie

President Johnson called for nominations Susan Pike nominated Anita LaPointe, Stacy Johnson nominated Dewayne Wabasha, Waylon LaPlante nominated Lindarae Starlin. Motion to cease nominations by Waylon LaPlante, seconded by Dewane Wabasha. Roll call vote: Anita LaPointe-2, Dewayne Wabasha-2, Lindarae Starlin-2.

President Johnson called for nominations Susan Pike nominated Anita LaPointe, Stacy Johnson nominated Dewayne Wabasha, Waylon LaPlante nominated Lindarae Starlin. Motion to cease by Waylon LaPlante and seconded by Dewayne Wabasha. Roll call vote: Anita LaPointe-2, Dewayne Wabasha -0, Lindrare Starlin-3 and one no vote

Lindarae Starlin has been elected Secretary of the Isanti Board of Education.

IV.B. Committee Assignments

IV.B.1. Building and Grounds Committee - Waylon LaPlante, Lindarae Starlin, Dewayne Wabasha

IV.B.2. American Civics Committee - Anita LaPointe, Susan Pike, Waylon LaPlante

IV.B.3. Finance Committee - Anita LaPointe, Dewayne, Wabasha, Stacy Johnson

IV.B.4. Policy Committee - Susan Pike, Stacy Johnson, Lindarae Starlin

V. Business Affairs

V.A. Approve Minutes from December 21st Regular Board Meeting

It was moved by Waylon LaPlante and seconded by Stacy Johnson to approve December 21, 2022 minutes with correction of Mr. Moe to Mr. Mroczek..

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea, Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 6, Nay: 0

V.B. Treasurer Report

Report given by John Brazell, shared the Lunch audit took place the last two days. We will need to do a recording of afterschool snacks, supply chain funds - taking the student numbers. We will receive formal report.

A question arose about contracted mileage. John explained the situation. He was asked to look at Vendors - hardware stores, how do we choose the vendors. Mr. Mroczek gave an explanation. Do we have a procurement policy? Requested it be noted that we get a procurement policy, suggested we utilize Menards.

V.C. Approve Outstanding Payables

It was moved by Waylon LaPlante and seconded by Dewayne Wabasha to approve outstanding payables.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea, Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 6, Nay: 0

V.D. Have Superintendent Dave Mroczek be the local representative for all state and federal programs

It was moved by Waylon LaPlante and seconded by Susan Pike to approve Dave Mroczek as the local representative for all state and federal programs.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea, Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 6, Nay: 0

V.E. Designate the Niobrara Tribune and Omaha World Herald as official newspapers for the district

It was moved by Dewayne Wabasha and seconded by Susan Pike to to designate the Niobrara Tribune and Omaha World Herald as official newspapers for the district.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea, Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea Yea: 6, Nay: 0

V.F. Designate KSB as the official legal representative for the District

It was moved by Dewayne Wabasha and seconded by Waylon LaPlante to table this motion and inquire with Bressman, Hoffman and Jacobs and designate them as official legal representative for the District.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea, Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea Yea: 6, Nay: 0

V.G. Designate Farmers and Merchants State Bank as the official depository for all funds of the District.

It was moved by Dewayne Wabasha and seconded by Susan Pike to Designate Farmers and Merchants State Bank as the official depository for all funds of the District..

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea, Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea Yea: 6, Nay: 0

VI. Discussion Items

VI.A. Consultant report on the STATE of SCHOOL in Santee

TNTP Consultant Caitlin Sharp shared the State of the Schools report, Priority Schools, and CSI designations and how TNTP will be working with us.

VII. Action Items

VII.A. Approve the new hire of Jessica Purviance - HS Social Studies BA, Step 1

It was moved by LindaRae Starlin and seconded by Anita LaPointe to Approve new hire of Jessica Purviance - BA, Step 1.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea, Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 6, Nay: 0

VII.B. Resignation of Tim Foster and Tristan Bullshoe

It was moved by LindaRae Starlin and seconded by Dewayne Wabasha to go into closed session at 6:50.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea, Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 6, Nay: 0

It was moved by Waylon LaPlante and seconded by LindaRae Starlin to to come out of Closed sessin at 7:14pm.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea, Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 6, Nay: 0

It was moved by LindaRae Starlin and seconded by Susan Pike to the resignation of Tim Foster and Tristan Bullshoe.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea, Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 6, Nay: 0

VII.C. Authorized signers for Isanti Community School accounts for Farmers and Merchants State Bank.

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It was moved by LindaRae Starlin and seconded by Dewayne Wabasha to Authorize the following as signers on all Isanti Community School Accounts at Farmers and Merchants State bank: Susan Pike, Waylon LaPlante, Dewayne Wabasha, Lindarae Starlin, Anita LaPointe, Stacy Johnson, David J. Mroczek, John Brazell, Dawn Hefner. Removing signers: Steve Moose and Sherry Henry.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea,
Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 6, Nay: 0

VIII. Reports

VIII.A. Superintendent and Progress Plan Update

Mr. Mroczek said CSI - plan is in progress
Impact Aid - Ed Stansberry, was here assisting us with
submitting the application.

VIII.B. Elementary Principal and Secondary Principal

Mrs. Nagel gave Elementary and Cognia report. Mrs.
Crossman gave Special Education report.

IX. ***Closed Session:** If, during the course of the meeting
discussion of any item on the agenda should be held in closed
meeting, the board will conduct a closed meeting in accordance
with the Nebraska Open Meetings Law.

IX.A. Negotiations

It was moved by LindaRae Starlin and seconded by Susan Pike
to Closed Session at 7:38.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea,
Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 6, Nay: 0

It was moved by Waylon LaPlante and seconded by LindaRae
Starlin to come out of executive session at 8:01.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea,
Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 6, Nay: 0

X. Adjourn

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It was moved by LindaRae Starlin and seconded by Anita
LaPointe to adjourn at 8:02om.

Roll call vote: Passed

Stacy Johnson: Yea, Waylon LaPlante: Yea, Anita LaPointe: Yea,
Susan Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 6, Nay: 0

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT SANTEE COMMUNITY SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Santee Community Schools**, legally known as **Knox County School District 54-0505** ("School District"), and referred to as "the Board" and "the District" respectively, and Dave Mroczek, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of 2 years beginning on **July 1, 2022** and expiring on **June 30, 2024**. During each year of this contract, the Superintendent shall render at least 230 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's working hours on Mondays shall begin at 10:00 A.M. The Superintendent's working hours on Friday shall end at 2:00 P.M. 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. IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. IN EXCHANGE FOR **ONE HUNDRED DOLLARS (\$100)** AND OTHER VALUABLE CONSIDERATION, THE SUPERINTENDENT AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND HEREBY RESIGNS AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING AND ACCEPTING THIS ADDITIONAL CONSIDERATION, THE SUPERINTENDENT UNDERSTANDS THAT HE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. HE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS HE IS WAIVING. The Board and Superintendent mutually agree that the parties may decide to continue the Superintendent's employment beyond the 2022-23 school year, but that no portion of Nebraska's tenure laws will apply to the 2022-23 school year's employment contract. The Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the first contract year shall be \$162,000 which shall be paid in 12 equal monthly installments beginning in the month of July 2022. The Superintendent's salary for the second contract year shall be \$170,000 which shall be paid in 12 equal monthly installments beginning in the month of July 2023. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

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

Section 5. Professional Status. The Superintendent affirms that the Superintendent 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, the Superintendent will hold a valid and appropriate certificate to act as a Superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the 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 the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the Superintendent's 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, the Superintendent will advise the Board immediately; (2) the Superintendent 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) the Superintendent 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 the Superintendent's time, skill, labor and attention to all required duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out the Superintendent's duties and obligations to the 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. The Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the 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 the Superintendent's 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 District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its 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 the obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform any of the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period of more than 30 days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 10. Transportation. The Board shall provide the Superintendent with transportation. If a school vehicle is not available for use, the Board shall reimburse the Superintendent for mileage required in the performance of official duties at the then-current IRS rate.

Section 11. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

- a. Health Insurance.** The Superintendent will have access to health insurance through the District's health insurance carrier for the employee; employee and children; employee and spouse; or employee, spouse, and children (as applicable).
- b. Dental Insurance.** The Superintendent will be provided family dental insurance that is available to certificated staff through the District's health insurance carrier.
- c. Vision Insurance.** The Superintendent will be provided single vision insurance that is available to certificated staff through the District's health insurance carrier.
- d. Life Insurance.** Term life insurance with a total death benefit of \$50,000.00 with the option to purchase additional coverage.

- e. **Housing.** The Board shall provide the Superintendent with access to a teacherage within the district, and utilities shall be paid by the District. Superintendent's use of the teacherage is conditioned upon the Superintendent's continued employment by the District, and the Superintendent is not subject to the requirements of the Nebraska Uniform Residential Landlord and Lessee Act, NEB. REV. STAT. §§ 76-1401 to 76-1449, as currently in effect and as may be amended during the term of this contract. Should the Superintendent's employment end by action of either the District or the Superintendent for any reason, then the Superintendent's use of the teacherage shall immediately terminate, and the Superintendent shall vacate the teacherage within two (2) days.
- f. **Disability Insurance.** The Superintendent may purchase long-term disability insurance from the District's carrier at the Superintendent's own expense. The board will increase the Superintendent's compensation by an amount equal to the premium for the disability insurance.
- g. **Professional Development.** The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level, and the Board will pay for valid expenses of attendance.
- h. **Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA) and National Indian Education Association.
- i. **Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that the Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Superintendent up to a maximum of \$100.00 per month for the actual cost of a cellular phone service plan.
- j. **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 \$500.00 or more.

Section 12. 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 13. Compensation Upon Termination. 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 paid but not earned prior to the date of termination of this contract.

Section 14. Evaluation. The Board shall evaluate the Superintendent at least twice during the 2022-23 school year and, if the Superintendent is employed during the 2023-24 school year, at least once during that and all subsequent school years. The Superintendent shall remind the Board members in writing of this obligation; shall make his evaluation an agenda item for two regular board meetings during the contract year; and shall provide the Board with a copy of the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 15. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by carrying out the Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's performance of duties or position as the Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the Superintendent acted in good faith and in a manner which the

Superintendent reasonably believed 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 the Superintendent's conduct was unlawful.

Section 16. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, the Superintendent 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 state and federal law, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of the position.

Section 17. 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 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 the Superintendent of the alleged reasons for the proposed action and provide the opportunity to present the Superintendent's 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 due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

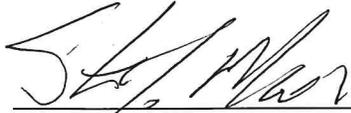
Section 18. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

Section 19. 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 20. 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.

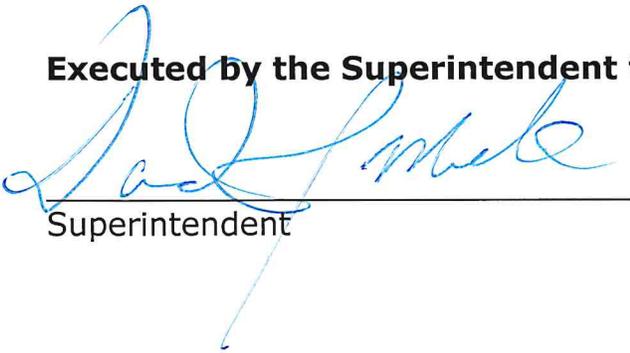
Executed by the Board this ____ day of June, 2022.



President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of June, 2022.



Superintendent

Your Single Source Service Provider |



Council Bluffs/Omaha | Sioux City | Kearney | Sturgis | Lincoln | Denver

February 6, 2023

QUOTE NUMBER: Q2300652

MATT BJORDAL

Rasmussen Mechanical Services
2425 East 4th Street
Sioux City, Iowa 51101

JOHN BRAZELL

SANTEE PUBLIC SCHOOLS
206 Frazier Ave. E.
NIOBRARA, Nebraska
68760

Proposal

Subject: Multipurpose Room RTU Replacement

John Brazell,

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

Inclusions:

Multipurpose Room RTU Replacement

We propose the following scope of work:

- Remove and dispose of one (1) existing RTU
- Furnish and install one (1) replacement RTU

Budget includes crane rental & rigging, gas piping modifications & LP conversion kit, startup & owner training.

Exclusions:

- Electrical power wiring

Clarifications:

Lead time on replacement unit is approximately 20 weeks from date of order.

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of:

SIXTY SIX THOUSAND ONE HUNDRED SIXTY FOUR DOLLARS AND ZERO CENTS....\$66,164.00

Terms and Conditions

- **Price Changes.** Due to market constraints, all prices provided by Rasmussen Mechanical Services are subject to change to the prices in effect at the time of customer acceptance.
- Sales Tax is not included in price.
- Deposit Required with Contract - \$20,000
- Monthly payment request (progress billings),per progress schedule.
- Balance is due upon start-up or thirty (30) days after completion of installation or work performed (if start-up is delayed thru no fault of Seller).
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>
- Note: For your convenience, monthly payment request invoices will be submitted on or before the end of each month and will be submitted on Seller's Standard Payment Request Forms.

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Rasmussen Mechanical Services will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Rasmussen Mechanical Services reserves its right to seek an excusable extension of time if Rasmussen Mechanical Services or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Rasmussen Mechanical Services, we intend to seek additional costs associated with the suspension.

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,

Matt Bjordal

Senior Project Manager

Rasmussen Mechanical Services

Phone: (712) 252-4613

Mobile: +1 7126350736

Email: matt.bjordal@rasmech.com

Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls

Confidentiality Note: This Proposal may contain confidential and/or private information. If you received this Proposal in error please delete and notify sender.

Buyer's Acceptance

Approved by Seller

Authorized Signature for: SANTEE PUBLIC
SCHOOLS

Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2300652

Date of Acceptance

**February Board Report
Elementary
Report Completed By: Cindy Nagel**

Preschool -Early Childhood will be doing their second Professional Development day on the scheduled March 14 date. All staff will be participating in the Pyramid Model of behavior support. These hours will count for their 12 required professional development. There will be no daycare for staff on that day - so all staff may attend the training. Staff have been notified of no daycare.

II. By May 2023, K-5 increase average daily attendance for the year to 92%

Attendance - month of January

PK - 87.04%
K- 5 - 86.47%

Achievement -

Increase the percent of students meeting grade level expectations by 5% as measured by MAP
80% of 3-5 students will meet projected growth expectations as measured by MAP data
60% of K-3 students will be at grade level as measured by DIBELS
Grades 3-5 increase NSCAS (state assessment) proficiencies by 3%.

ELA - resource is CKLA - Core Knowledge Language Arts -- based on the Science of Reading - Unit planning with TNTP - Using our Instructional Framework GRR

Clarity of lesson - planned, pacing, expectations,

Exposure vs Mastery of Standards - Spiral resource - so will see topics and standards again

Feb. - K-5 have been in zoom meeting during their planning time with TNTP, Mrs. Wronko, and Mrs. Nagel to continue unpacking the units, lessons, assessments, and assessment data.

PLC time -

- K-2 Looking at the first Unit Assessment data
- 3-5 Lesson delivery and student was discussed to ensure grade level learning, engagement, and appropriate lesson delivery

K-5 staff did classroom videos of their delivery of lesson to continue virtual support with TNTP

Feb. 8 - Celebrated 100 day of school

Feb. 14-16 TNTP will be doing onsite classroom visits, debriefing with staff, supporting next steps

Feb. 17 - 2:00 dismissal - Professional Development with Tribal Council

Feb. 20 - No School

Instructional Coach -

Zoom meetings to offer support, additional resources needed for Units, scheduled meetings for 1/1 time with staff, worked on schedules for TNTP meeting time.

Working with TNTP on unit and lesson planning with each staff member.

Coaching feedback for K-5 staff for CKLA Implementation

Calendar -

Feb. 27 - 29 Mrs C Nagel and Mrs Wronko will be doing onsite Professional Learning with TNTP at school in Dallas, Tx.

March 2 - Read Across America Day

March 10 - 13 - Spring Break

March 14 - No School Professional Development for all staff (TNTP) - No Daycare provided that day



**School Improvement and Professional Development Plan
2022- 2023 Academic Year
February 2023**

**Santee Community School District
Special Education Administrator Report
Dr. Jessica Crossman
64 active students receiving special education services
1 New IFSP
1 New IEP referral**

Indicator 13 Pilot for NDE

Percent of youth with IEPs aged 16 and above with an IEP that includes appropriate measurable postsecondary goals that are annually updated and based upon an age-appropriate transition assessment, transition services, including courses of study, that will reasonably enable the student to meet those postsecondary goals, and annual IEP goals related to the student's transition services needs. There also must be evidence that the student was invited to the IEP Team meeting where transition services are to be discussed and evidence that, if appropriate, a representative of any participating agency was invited to the IEP Team meeting with the prior consent of the parent or student who has reached the age of majority.

- **three students are picked at Random with IEPs - Documentation and Proof of transitions support are required for submission through the portal.**
 - **Our three students have been identified. Currently compiling data and support documentation.**

Upcoming:

1. ILCD 3.0 Launch through State Indicator 13)
- 2.Special Education Department Assessment
3. ESU 1: Contract will be offered within the next few months
- 4.Offered J.Z contract for special education 2023/2024 school year
5. 6-12 math onsite for 2023/2024 school year -2/17/23
- 6.CPI training via Tower for the 2023/24 school year 2/17/23
- 7.ILCD 3.0 Workshopt 2/20/17

<p>1. By may of 2023, Special Education will increase inclusion in the classroom K-12</p> <ul style="list-style-type: none"> a. Coaching sessions weekly <ul style="list-style-type: none"> i. With classroom teachers and the special education team. ii. Para training iii. Special Education Professional Learning communities 	
<p>2. By May of 2023, the special education team will increase teacher/para collaboration.</p> <ul style="list-style-type: none"> a. Push-in services b. Weekly meetings with teachers c. Weekly meetings with paraprofessionals d. Disability awareness K-12 	
<p>3. By May of 2023, the special education department will increase disability awareness K-12 at Isanti Community schools.</p> <ul style="list-style-type: none"> a. Special Education Staff Newsletters b. Targets class activities to promote awareness c. Informational Booths/activities at community events d. ILCD 3.0 pilot within the state 	

Master
Contract
2023-2024
2024-2025

Between
The
Isanti Community Schools
Board of Education
And
Isanti Education Association

PREAMBLE

This contract is for the 2023-2024 and 2024-2025 school years and was approved on February 15, 2023 by and between the Board of Education of the School District of Isanti Community School in the county of Knox, in the State of Nebraska (hereinafter referred to as the “Board” or “District” as the context may require) and the Isanti Education Association (hereinafter referred to as the “Association”).

GENERAL PURPOSE

The Board and the Association recognize that the development of a quality educational program for the children attending the public school of Isanti is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The Board and the Association enter into this Contract with mutual dedication, recognizing that the experience, creativity; and judgement of all parties is necessary to reach the educational needs of the community.

ARTICLE I Recognition

The Board recognizes the Association as the exclusive and sole collective bargaining representative for all full-time certificated personnel with no administrative duties employed by the District.

ARTICLE II Teacher Rights

- A. Nothing contained in this Contract shall be construed to deny any teacher those rights provided under Nebraska law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided in law.
- B. The Board will not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this Contract.

ARTICLE III

Grievance Procedure

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise concerning the interpretation, application, or meaning of the terms and conditions of employment in this school district. An underlying principle of the grievance and procedure is to ensure fair and equitable treatment to the district's employees.

A. Definitions

- a. Grievance: Any claim or claims by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of all District policies covering terms and condition of employment including, but not limited to, the terms of this Contract and any disciplinary action, non-renewal termination, or cancellation actions taken by way of the provisions of Neb. Rev. Stat. 79-1236 through 79-1239.
- b. Grievant: Teacher, group of teachers, or the Association making the claim as provided in Paragraph I. A.
- c. Time Limits: All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year; the time limits shall consist of all weekdays Monday through Friday. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of rights to appeal to the next step. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.
- d. Grievance Meetings or Hearing: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, and the grievant's designated representatives. All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure. Hearings before the board shall be closed, at the discretion of the grievant.

B. Association Representation

e. A grievant shall have the right to have Association representatives present to represent the grievant at each level of the grievance procedure. Nothing herein shall be construed as limiting the right of any teacher to discuss their grievance informally with their immediate supervisor and having the grievance adjusted informally. The settlement shall not be inconsistent with the terms of the negotiated Contract.

C. Reprisals

No reprisal of any kind shall be taken against any employee who utilizes this grievance procedure.

D. Withdrawal of a Grievance

An employee may withdraw their grievance at any level of the procedure without fear of reprisal from any party.

E. Advanced Step Filing

The grievance shall be initially filed at the level where the decision resulting in the grievance was made.

F. The Procedure

The parties believe that it is usually most desirable for an employee and their immediate supervisor to resolve problems through free and informal communications. When requested by the teacher, a representative of the Association may assist in this resolution. However, when the grievance remains unresolved then the grievance shall be processed as follows:

STEP 1 The grievant shall present the grievance in writing to the employee's administrator. A hearing shall be held within three (3) days. Within two (2) days of the hearing the administrator shall provide a written answer to the grievance. Provisions shall be made for all parties in the case of unavoidable absences in the normal workdays of the administration or the grievant.

STEP 2 The grievant may appeal the decision in Step 1 within six (6) days of receipt of the answer. The administrator shall arrange for a hearing with grievant within five (5) days of receipt of the appeal. Each party shall have the right to call such witnesses as deemed necessary to develop the facts pertinent to the grievance. The administrator will have four (4) days from the date of the hearing to provide the grievant a written decision. Provisions shall be made for all parties in the case of unavoidable absences in the

normal workdays of the administration or the grievant.

STEP 3 If the grievance is not resolved at Step 2, the grievant may appeal the grievance in writing to the Board president. Within ten (10) days from the date the appeal is received the Board president shall schedule a hearing on the grievance before the Board of Education: the hearing shall be held not later than thirty (30) days from the receipt of the appeal. Each party shall have the right to call such witnesses as it deems necessary to develop facts pertinent to the grievance. The Board will have five (5) day from the date of the hearing to notify, in writing, the grievant of the Board's decision.

STEP 4 If the grievant is not satisfied with the disposition of the grievance at Step 3, or if a written decision has not been rendered within the time provided, the grievant within thirty (30) days of the Board's reply may notify the Board, in writing, of the intent to submit the grievance to binding arbitration. The arbitrator shall be chosen by the parties and shall be a person mutually acceptable to the Board and the grievant. If the Board of Education and the grievant are unable to agree on an arbitrator within ten (10) days after receipt of notice, an arbitrator shall be sought from the American Arbitration Association. The arbitrator shall have no power to alter the terms of any negotiated agreement but shall be empowered to include in any award such financial reimbursements or remedies judged by the arbitrator proper to resolve the grievance. No evidence or positions shall be submitted to the arbitrator by either party which was not previously disclosed to the other party. The cost of the arbitrator shall be equally borne by the Board and the grievant. All other expenses shall be borne by the party incurring the expense. The decision of the arbitrator shall be binding upon both parties.

ARTICLE IV

Salaries

A. Salary Schedule

The salary of each full-time teacher covered by this Contract shall be determined by the salary schedule attached as Appendix A. Increases in pay shall always include experience increments and professional growth.

B. Initial Placement

When hired, teachers may be credited with all applicable experience in the subject area for which the teacher is hired and placed on the schedule accordingly.

C. Base Salary

The base salary shall be \$41,520 for the 2023-2024 school year and \$42,320 for the 2024-2025 school year. (Appendix A)

D. Horizontal Movement

The District/Superintendent shall be notified in writing of additional hours by May 31st and the intent to move on the salary schedule. The movement on the schedule shall take place accordingly. All graduate hours shall be approved by the Superintendent in advance. Additional hours shall be graduate credit hours from an accredited college of teacher education.

E. Vertical Movement

Teacher shall be placed on the proper vertical step in accordance with their experience in the district plus credited prior experience.

F. Advancement in the Absence of a Successor Contract

Each teacher employed by the District will receive vertical and horizontal advancement if applicable in the event this contract continues for the following school year in accordance with the provisions of Article XIII. (Subject to E above)

G. Extra Duty

Where a contractual agreement has been reached between an individual teacher and the district relating to the performance of extracurricular duties, the salary shall be in accordance with the provisions of the extra duty/extra-curricular salary schedule attached as Appendix B. The District maintains the right to pay above the schedule and to determine the number of coaches and sponsors.

H. Waniyetu Pay

Each Staff member will receive \$300 around December 15th of each calendar year.

I. Retention Payment

For the 2023-2024 school year each certified staff member will receive a \$5,000 Retention Payment which will be paid in August 2023.

ARTICLE V
Insurance and Annuities

A. Health Insurance

The Board shall provide EHA Blue Cross/Blue Shield, Blue Preferred \$650 Deductible insurance coverage for single, employee and spouse, employee and children and family; and PPO 100% single dental A, B, C coverage for each teacher. Each teacher also has the option to include family dental coverage without additional cost to the district. The effective date of coverage shall be September 1 to August 31 of each year of employment. In the event of long-term illness or injury of the teacher, the District will continue insurance coverage for the teacher and/or family of the teacher for the remainder of the effective dates of coverage. Staff will also have the option of the \$3,800 High Deductible HSA-Eligible Dual Choice Plan. The difference between the premium's amounts will be deposited into each individual staff member's HSA they set up with their financial institution.

B. Life Insurance

The Board shall provide group life insurance protection in the amount of \$25,000 to each full-time teacher covered by this Contract. Part-time teachers shall also receive life insurance.

C. Disability Insurance

A Teacher may, at his/her election, purchase long-term disability insurance from the District's carrier at the Teacher's own expense. The Board will increase the Teacher's compensation by the amount equal to the premium for the insurance. Benefits shall be payable in accordance with LTD Policy at 66.67 percent of annual contractual salary. Benefits payments shall continue to age seventy (70) or until

termination of disability, whichever occurs first.

D. Complete Annual Coverage

For each teacher who remains in the employment of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period.

ARTICLE VI
Terms of Employment

A. Teacher's Contract

Upon initial employment, the teaching contract issued to employees subject to this Contract shall be on a contract form recommend by the Commissioner of Education, a copy of which is attached to the Appendix and incorporated by reference. All contracts will be contingent upon the receipt of P.L. 81-874 Impact Aid Funds.

B. Release from Contract

Prior to the third Friday in May, teachers who wish to be released from their contract shall be released therefrom upon written request filed with the Board of Education. Release from contract after the third Friday in May shall be mutually agreed to by both parties. There shall be no penalty for release from contract.

C. Normal Work Day

The normal workday for full-time teachers shall be between the hours of 8:00 A.M. and 4:00 P.M., plus weekly staff meetings.

D. Annual Employment Period

The annual employment period for teachers shall be up to 185 days. The requirement for students will be based on Nebraska Department of Education instructional hours as outlined in Rule 10.

ARTICLE VII

Teacher Assignment

- A. All teachers shall be granted not less than 250 minutes a week for purpose of preparation.
- B. All teachers shall be given a 30-minute duty free lunch as provided by Nebraska Revised Statute 79-8,107.

ARTICLE VIII Leaves

A. Sick Leave

- a. Each teacher shall receive ten (10) days of sick leave per year. The days are not to affect current policies covering maternity and bereavement leave. Teachers may carry over any unused sick leave to the next year, up to an accumulation of fifty (50) days.
- b. Sick leave may be used for personal illness, illness of a spouse, parent, or child.
- c. If a teacher misses three (3) or more days in a row they may be required to provide a doctor's note verifying their illness.
- d. Teachers acquiring over fifty (50) days of sick leave will be paid substitute pay for any sick days in excess of 50 days payable at the last pay period in May each year.
- e. Teachers who have at least five (5) years' credit or who retire from Isanti Public Schools will be paid for any unused sick leave at a rate of $\frac{1}{2}$ the daily rate of substitute pay.
- f. The Board shall furnish to each teacher a written statement September 1 setting forth the total of sick leave credit. Part-time teachers shall receive days prorated to percentage of employment.

B. Discretionary Leave

- a. Each teacher shall receive three (3) days of discretionary leave per year. Teachers may carry over a maximum of two (2) days a year to accumulate a total of five (5) discretionary days. The

teacher can never use more than five (5) discretionary days in any given year.

- b. Teachers who do not use their discretionary leave will be paid for unused days at the rate of a substitute teacher.
- c. Teachers may use discretionary leave days at their discretion, so long as no more than three teachers take discretionary leave on a given day. Discretionary leave will be allowed on a first come, first served basis. When possible, teachers must provide administration with written notice at least three (3) working days prior to such an absence.
- d. Available discretionary leave time will be reduced by one (1) hour increments.
- e. The Board shall furnish to each teacher a written statement September 1 setting forth the total of discretionary leave credit. Part-time teachers shall receive days prorated to percentage of employment.

C. Sick Bank

- a. Membership in the bank is voluntary, but each member must donate one day of their annual sick leave to the bank per year, within the first ten days of the new contract year.
- b. Once days are donated to the bank, they cannot be withdrawn by any party without strict adherence to the policy regulation herein, regardless of employment status.
- c. When the bank accumulates to 60 days, all members will be considered vested.
- d. New members may gain a vested interest in the bank by donating 1 day per year for a period of five (5) years. If the bank is already at 60 days, the “new employee” will be kept in a separate account and used to replenish the bank before members are asked to donate again.
- e. A member will be able to use a maximum of 20 contract days from the bank per year.
- f. Preconditions to be met prior to the use of the sick leave bank:
 - a. The member must have exhausted all annual leave resources.
 - b. Use of the bank will be on a first come, first serve basis.

- c. A doctor's statement will be required to enter the sick leave bank.
- d. SEA may only grant use of the sick bank or may grant additional days upon receipt of written request, under extenuating circumstances.

D. Substitutes for Teachers

In case of absence from school, substitutes will be notified by the administrator for duty. Teachers must notify the designated administrator as soon as possible, but no later than 7:00 A.M.

E. Family Illness

Teachers shall be able to use their sick leave for illness in their immediate families.

F. Bereavement/Terminal Illness

Up to four (4) working days of paid leave shall be granted a teacher in the event of each death/terminal illness of an immediate family, i.e., mother, father, partner, child, maternal or paternal grandparent, grandchild, brother, sister, or in-laws (mother, father, brother, sister, grandparent). Sick leave days may be used for additional funeral leave. The leave request time requirements will be waived in emergency situations.

G. Temporary Military

Teachers called into temporary active duty of any unit of the U.S. Reserves, or the State National Guard shall be paid their regular pay. Verification shall be provided by the educator surrendering payment for said service.

H. Jury Duty

Teachers called into jury duty shall be paid their regular pay. Verification shall be provided by the educator surrendering payment for said service.

I. Adoption Leave

- a. Adoption leave with pay shall be granted to teachers requesting

such leave for a period not to exceed ten (10) working days from the time custody of the child is received.

- b. Such leave shall be extended at the teacher's request with pay for a period not to exceed six weeks.

J. Child Rearing

- a. A teacher shall be granted leave with pay of ten (10) working days for child rearing at the approximate time of birth or incapacitation of the mother. Sick leave days may be used thereafter.
- b. Such leave shall be extended at the teacher's request with pay for a period not to exceed six weeks. However, teachers shall be entitled to use sick leave days without pay after utilizing the ten (10) paid working days for child rearing.

ARTICLE IX
Miscellaneous Provisions

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application, or administration of this Contract on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Board Policy

This Contract supersedes any Board policy which contradicts any terms of this Contract for the term of said Contract. The Board shall carry out the commitments contained herein. The Board shall provide the Association and all teaching employees with copies of all Board policies.

C. Separability

If any provision of this Contract or any application of this Contract to

any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance between Individual Contract and Master Contract

Any individual contract between the Board and an individual full-time teacher shall be subject to and consistent with the terms and conditions of this Contract.

ARTICLE X
Personnel File

A. File

Any teacher shall have the right, upon request, to review the contents of their personnel file(s) and to receive copies at individual's expense of any documents contained therein.

B. Derogatory Material

No material derogatory to a teacher's conduct, service, character, performance, or personality shall be placed in the teacher's personnel file unless the teacher has had the prior opportunity to review the material. The teacher shall acknowledge that they had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy.

C. No Separate File

Although the Board agrees to protect the confidentiality of personal reference, academic credentials, and other similar personnel records, it shall not establish any separate personnel files(s) which is/are not available for the teacher's inspection.

ARTICLE XI

Safety

The parties agree that it is the responsibility of the Board to provide and maintain a safe place of employment. Consistent with the teacher's assignment, it is the responsibility of the teacher to report observed unsafe or hazardous practices or conditions. The principal or immediate supervisor will contact duly qualified personnel who will in turn make a timely inspection and take steps to remedy the condition.

ARTICLE XII

Duration of Contract

This contract is approved as of February 15, 2023 and shall become effective for the 2023 -2024 and the 2024-2025 school year and remain in effect until a new contract has been negotiated.

ARTICLE XIII

Reduction in Force (RIF) Policy

Amendment Attached March 1, 2021

The Board of Education may determine that a reduction in force of certificated staff members is appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the school district, increased costs of operating the school district, or another change or changes in circumstances. If the Board, in its sole discretion, determines that a reduction of certificated staff is necessary, the superintendent shall notify those employees whose contracts may be reduced. However, the employment of a permanent employee may not be terminated through a reduction in force while a probationary employee is retained to render a service that the permanent employee is qualified to

perform by reason of certification and endorsement, or when certification is not applicable, by reason of college credits in the teaching area.

1. **Definition of Reduction in Force.** A reduction in force shall consist of a reduction of one or more positions or a reduction in the percentage of employment of one or more certificated staff members, even if the number or percentage of employment of the certificated staff overall may be increased by other hirings or increases in the percentage of employment of other employees. Reduction in force may result in the termination of employment or an amendment to an employee's contract reducing the extent of the employee's employment.

2. **Restriction of Right to Administrative Position.** Due to the confidential and unique personal working relationship necessary between the administration and the Board of Education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

3. **Criteria for Reduction in Force.** The criteria set forth below shall be considered in selecting the personnel to be reduced. The criteria are not listed in any order of priority and shall be given the weight that the board considers appropriate.
 - a. Programs to be offered.
 - b. Areas of endorsement that are of present or future value to the district. This criterion shall be based upon the endorsement(s) shown on each teacher's Nebraska Teaching Certificate.
 - c. State and federal laws or regulations that may mandate certain employment practices.
 - d. Involvement in the programs and activities sponsored by the school district.
 - e. Special or advanced training consisting of college credit or other training that would be of present or future value to the district.

- f. The organizational and educational effect caused by multiple part-time certificated employees.
- g. Formal and informal evaluation of staff performance by supervising administrators, and if evaluations will be used as a criterion for a given reduction-in-force, the evaluation procedures shall be those adopted by board policy in effect at the time of the reduction and the evaluation forms shall be those on file with the Nebraska Department of Education for the district.
- h. Any other reasons that are rationally related to the instruction in or administration of the school district.

4. Consideration of Uninterrupted Service. If, after consideration of the criteria listed above, it is the opinion of the superintendent that there is no significant difference between or among certificated employees being considered for reduction, the employee(s) with the longest uninterrupted service to the district shall be retained.

- a. Uninterrupted length of service is defined as the number of continuous full-time equivalent years of employment in the district as a teacher.
- b. A full-time equivalent year is defined as employment on a full-time basis for an entire school year.
- c. Less than full-time employment reduces the teacher's full-time equivalent employment for a school year. For example, a teacher employed on a half-time basis would be credited with half a year full-time equivalent employment.
- d. A break in service will terminate a teacher's seniority and length of service under this provision. That period of time when a teacher is on a leave of absence shall not constitute a break in service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purposes of determining the length of a teacher's uninterrupted service.

5. Rights of Recall.

- a. Any certificated employee whose contract has been

terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect.

- b. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the district to any position that he or she is qualified to teach by endorsement or college preparation.
- c. Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing district policies and the current negotiated agreement. Any year or years of absence from employment shall not be considered as a year or years of employment by the district.
- d. An employee under contract to another education institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.

6. Current Teaching Certificate.

- a. Upon initial employment with the district, each certificated employee shall file a copy of his or her teaching certificate, including endorsements, with the superintendent of schools.
- b. The employee shall be responsible for filing any changes in certification or endorsements with the superintendent.

7. Address Records.

- a. A certificated employee whose employment contract has been terminated because of a reduction in force shall, during the period which he or she is eligible for recall, be responsible for reporting any change of address to the superintendent of schools.
- b. If there is a vacancy to which a former employee has a right of recall, the district may communicate an offer of re-employment by telephone, by e-mail, or by United States mail sent to the former employee's last known address. If the school district does not receive written acceptance of the offer within seven days, the former employee shall be

deemed to have waived his or her rights to be recalled to the employment position.

ARTICLE XIV
Document Authorization

In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed herein, all on the day and year first above written.

Isanti Education Association

Isanti Community School Board of
Education

By _____
President

By _____
President

By _____
Chief Negotiator

By _____
Vice President

By _____
Negotiation team Member

By _____
Secretary

Date

Date

**Appendix B
Extra Duty
Schedule**

2023-2024 2024-2025

Percentages	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Position						
Athletic Director	8.00 %	8.50%	9.00%	9.50%	10.00%	10.50%
Head Golf	8.50 %	9.00%	9.50%	10.00%	10.50%	11.00%
Head Football	9.50 %	10.00%	10.50%	11.00%	11.50%	12.00%
Asst. Football	5.50 %	6.00%	6.50%	7.00%	7.50%	8.00%
Head Volleyball	9.50 %	10.00%	10.50%	11.00%	11.50%	12.00%
Asst. Volleyball	5.50 %	6.00%	6.50%	7.00%	7.50%	8.00%
Head Basketball	9.50 %	10.00%	10.50%	11.00%	11.50%	12.00%
Asst. Basketball	5.50 %	6.00%	6.50%	7.00%	7.50%	8.00%
Head Track	8.50 %	9.00%	9.50%	10.00%	10.50%	11.00%
Asst. Track	5.00 %	5.50%	6.00%	6.50%	7.00%	7.50%
JH FB/BB/VB	5.00 %	5.50%	6.00%	6.50%	7.00%	7.50%
JH Track	4.00 %	4.50%	5.00%	5.50%	6.00%	6.50%
H.S. Cross Country	8.50 %	9.00%	9.50%	10.00%	10.50%	11.00%
JH Cross Country	4.00 %	4.50%	5.00%	5.50%	6.00%	6.50%
Class Sponsors						
Senior Class	2.00 %	2.50%	3.00%	3.50%	4.00%	4.50%
Jr. Class	2.00 %	2.50%	3.00%	3.50%	4.00%	4.50%
Sophomore Class	1.50 %	2.00%	2.50%	3.00%	3.50%	4.00%
Freshman Class	1.50 %	2.00%	2.50%	3.00%	3.50%	4.00%
8th Grade Sponsor	1.50 %	2.00%	2.50%	3.00%	3.50%	4.00%
7th Grade Sponsor	1.50 %	2.00%	2.50%	3.00%	3.50%	4.00%
Extra Curricular Activities						

Culture club	8.00 %	8.50%	9.00%	9.50%	10.00%	10.50%
Music	6.50 %	7.00%	7.50%	8.00%	8.50%	9.00%
Cheerleading	3.50 %	4.00%	4.50%	5.00%	5.50%	6.00%
Drama	4.50 %	5.00%	5.50%	6.00%	6.50%	7.00%
Speech	3.00 %	3.50%	4.00%	4.50%	5.00%	5.50%
Tech support	6.00 %					
Student Council	2.00 %					
Yearbook sponsor	8.00 %					
Skills USA	3.00 %					
Prom	4.00 %					
Hal Coordinator	4.00 %					
Sat Coordinator	4.00 %					
Teacher Mentor	4.00 %					
Concession Stand	4.00 %					
District Assessment	8.00 %					
FFA	8.00 %					
FCCLA	8.00 %					

Appendix B Cont.

2023-2024 Base Salary \$41,520

Dollar Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Position						
Athletic Director	\$3,321.60	\$3,529.20	\$3,736.80	\$3,944.40	\$4,152.00	\$4,359.60
Head Golf	\$3,529.20	\$3,736.80	\$3,944.40	\$4,152.00	\$4,359.60	\$4,567.20
Head Football	\$3,944.40	\$4,152.00	\$4,359.60	\$4,567.20	\$4,774.80	\$4,982.40
Asst. Football	\$2,283.60	\$2,491.20	\$2,698.80	\$2,906.40	\$3,114.00	\$3,321.60
Head Volleyball	\$3,944.40	\$4,152.00	\$4,359.60	\$4,567.20	\$4,774.80	\$4,982.40
Asst. Volleyball	\$2,283.60	\$2,491.20	\$2,698.80	\$2,906.40	\$3,114.00	\$3,321.60
Head Basketball	\$3,944.40	\$4,152.00	\$4,359.60	\$4,567.20	\$4,774.80	\$4,982.40
Asst. Basketball	\$2,283.60	\$2,491.20	\$2,698.80	\$2,906.40	\$3,114.00	\$3,321.60
Head Track	\$3,529.20	\$3,736.80	\$3,944.40	\$4,152.00	\$4,359.60	\$4,567.20
Asst. Track	\$2,076.00	\$2,283.60	\$2,491.20	\$2,698.80	\$2,906.40	\$3,114.00
JH FB/BB/VB	\$2,076.00	\$2,283.60	\$2,491.20	\$2,698.80	\$2,906.40	\$3,114.00
JH Track	\$1,660.80	\$1,868.40	\$2,076.00	\$2,283.60	\$2,491.20	\$2,698.80

H.S. Cross Country	\$3,529.20	\$3,736.80	\$3,944.40	\$4,152.00	\$4,359.60	\$4,567.20
JH Cross Country	\$1,660.80	\$1,868.40	\$2,076.00	\$2,283.60	\$2,491.20	\$2,698.80
Class Sponsors						
Senior Class	\$830.40	\$1,038.00	\$1,245.60	\$1,453.20	\$1,660.80	\$1,868.40
Jr. Class	\$830.40	\$1,038.00	\$1,245.60	\$1,453.20	\$1,660.80	\$1,868.40
Sophomore Class	\$622.80	\$830.40	\$1,038.00	\$1,245.60	\$1,453.20	\$1,660.80
Freshman Class	\$622.80	\$830.40	\$1,038.00	\$1,245.60	\$1,453.20	\$1,660.80
8th Grade Sponsor	\$622.80	\$830.40	\$1,038.00	\$1,245.60	\$1,453.20	\$1,660.80
7th Grade Sponsor	\$622.80	\$830.40	\$1,038.00	\$1,245.60	\$1,453.20	\$1,660.80
Extra Curricular Activities						
Culture club	\$3,321.60	\$3,529.20	\$3,736.80	\$3,944.40	\$4,152.00	\$4,359.60
Music	\$2,698.80	\$2,906.40	\$3,114.00	\$3,321.60	\$3,529.20	\$3,736.80
Cheerleading	\$1,453.20	\$1,660.80	\$1,868.40	\$2,076.00	\$2,283.60	\$2,491.20
Drama	\$1,868.40	\$2,076.00	\$2,283.60	\$2,491.20	\$2,698.80	\$2,906.40
Speech	\$1,245.60	\$1,453.20	\$1,660.80	\$1,868.40	\$2,076.00	\$2,283.60
Tech support	\$2,491.20					
Student Council	\$830.40					
Yearbook sponsor	\$3,321.60					
Skills USA	\$1,245.60					
Prom	\$1,660.80					
Hal Coordinator	\$1,660.80					
Sat Coordinator	\$1,660.80					
Teacher Mentor	\$1,660.80					
Concession Stand	\$1,660.80					
District Assessment	\$3,321.60					
FFA	\$3,321.60					
FCCLA	\$3,321.60					

Appendix B Cont.

2024-2025 Base \$42,320

Dollar Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Position						
Athletic Director	\$3,385.60	\$3,597.20	\$3,808.80	\$4,020.40	\$4,232.00	\$4,443.60
Head Golf	\$3,597.20	\$3,808.80	\$4,020.40	\$4,232.00	\$4,443.60	\$4,655.20
Head Football	\$4,020.40	\$4,232.00	\$4,443.60	\$4,655.20	\$4,866.80	\$5,078.40
Asst. Football	\$2,327.60	\$2,539.20	\$2,750.80	\$2,962.40	\$3,174.00	\$3,385.60
Head Volleyball	\$4,020.40	\$4,232.00	\$4,443.60	\$4,655.20	\$4,866.80	\$5,078.40
Asst. Volleyball	\$2,327.60	\$2,539.20	\$2,750.80	\$2,962.40	\$3,174.00	\$3,385.60
Head Basketball	\$4,020.40	\$4,232.00	\$4,443.60	\$4,655.20	\$4,866.80	\$5,078.40
Asst. Basketball	\$2,327.60	\$2,539.20	\$2,750.80	\$2,962.40	\$3,174.00	\$3,385.60
Head Track	\$3,597.20	\$3,808.80	\$4,020.40	\$4,232.00	\$4,443.60	\$4,655.20
Asst. Track	\$2,116.00	\$2,327.60	\$2,539.20	\$2,750.80	\$2,962.40	\$3,174.00
JH FB/BB/VB	\$2,116.00	\$2,327.60	\$2,539.20	\$2,750.80	\$2,962.40	\$3,174.00
JH Track	\$1,692.80	\$1,904.40	\$2,116.00	\$2,327.60	\$2,539.20	\$2,750.80
H.S. Cross Country	\$3,597.20	\$3,808.80	\$4,020.40	\$4,232.00	\$4,443.60	\$4,655.20
JH Cross Country	\$1,692.80	\$1,904.40	\$2,116.00	\$2,327.60	\$2,539.20	\$2,750.80
Class Sponsors						
Senior Class	\$846.40	\$1,058.00	\$1,269.60	\$1,481.20	\$1,692.80	\$1,904.40
Jr. Class	\$846.40	\$1,058.00	\$1,269.60	\$1,481.20	\$1,692.80	\$1,904.40
Sophomore Class	\$634.80	\$846.40	\$1,058.00	\$1,269.60	\$1,481.20	\$1,692.80
Freshman Class	\$634.80	\$846.40	\$1,058.00	\$1,269.60	\$1,481.20	\$1,692.80
8th Grade Sponsor	\$634.80	\$846.40	\$1,058.00	\$1,269.60	\$1,481.20	\$1,692.80
7th Grade Sponsor	\$634.80	\$846.40	\$1,058.00	\$1,269.60	\$1,481.20	\$1,692.80
Extra Curricular Activities						
Culture club	\$3,385.60	\$3,597.20	\$3,808.80	\$4,020.40	\$4,232.00	\$4,443.60
Music	\$2,750.80	\$2,962.40	\$3,174.00	\$3,385.60	\$3,597.20	\$3,808.80
Cheerleading	\$1,481.20	\$1,692.80	\$1,904.40	\$2,116.00	\$2,327.60	\$2,539.20
Drama	\$1,904.40	\$2,116.00	\$2,327.60	\$2,539.20	\$2,750.80	\$2,962.40
Speech	\$1,269.60	\$1,481.20	\$1,692.80	\$1,904.40	\$2,116.00	\$2,327.60
Tech support	\$2,539.20					
Student Council	\$846.40					
Yearbook sponsor	\$3,385.60					
Skills USA	\$1,269.60					
Prom	\$1,692.80					
Hal Coordinator	\$1,692.80					
Sat Coordinator	\$1,692.80					
Teacher Mentor	\$1,692.80					
Concession Stand	\$1,692.80					
District Assessment	\$3,385.60					
FFA	\$3,385.60					
FCCLA	\$3,385.60					