Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, January 17, 2022
Conference Room - Wilcox - 7:00 PM

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Consent Agenda

   3.A. Approval of Agenda

   3.B. Approval of minutes of Regular December 20, 2021 Board Meeting

   3.C. Approval of Claims

   3.D. Financial Report

4. Visitors and communication from the public

5. Action Items

   5.A. Discuss, consider and take all necessary action to approve the absence of board member Kert Hansen.

5.B. Reorganization of the Board of Education. Discuss, consider and take all necessary action to approve officers and committee assignments

5.C. Discuss, Consider and take all necessary action to approve the Negotiated Agreement with the WHEA for the 2022-2023 school year.

5.D. Discuss, consider and take all necessary action to approve the Master Service Agreement with ESU 11 for the 2022-2023 school year.

5.E. Discuss, consider and take all necessary action to approve a purchase of a new route bus.

5.F. Discuss, consider and take all necessary action to approve Board Policy 4063 extra duty and extended contract payments

5.G. President Nelson called for a motion for the board to enter closed session for staff contract and benefits negotiations and to receive and review legal advice, to protect attorney-client privilege and to protect the public interest.

5.H. Discuss, consider, and take any necessary action regarding employee benefits offerings

6. Discussion Items

6.A. Sam Fisher from Fisher Tracks will discuss a bid to repair the track.

6.B. The Board will set a date for the annual Board retreat at ESU 11 in Holdrege.

6.C. ESU 11 Social night and learning session KSB Law and ESU 11 Schools in Holdrege.

6.D. Review Possible Daycare Lease Agreements

7. Administrator Report

7.A. Superintendent Report

7.B. Principal Report

8. Next Board Meeting: Monday, February 21, 2022 at 7:00pm in the Wilcox Conference Room.

9. Adjourn

Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, December 20, 2021 ~ 7:00 PM
Posting Locations:
Minden Courier Posting Date 12/8/2021
Franklin Chronicle Posting Date 12/8/2021
Conference Room - Wilcox
404 Sapp Street
Wilcox, NE 68982-0190

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Consent Agenda

Motion by Alan Casper, seconded by John Donley, to approve the consent agenda. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea
Yea: 5, Nay: 0, Absent: 1

3.A. Approval of Agenda

3.B. Approval of minutes of Regular November 15, 2021 Board Meeting

3.C. Approval of Claims

3.D. Financial Report

4. Visitors and communication from the public

Visitors in attendance Jeff Simons, Lee and Rachel Woollen, Teresa Carey, and Emily Lyons.

5. Action Items

5.A. Discuss, consider and take all necessary action to approve the absence of Board member Ryan Knaus.

Motion by Gary Jensen, seconded by Kert Hansen, to approve the absence of Board member Ryan Knaus. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea
Yea: 5, Nay: 0, Absent: 1

5.B. Discuss, consider and take all necessary action to approve the purchase of a wrestling mat from the depreciation fund.

Motion by Kert Hansen, seconded by Gary Jensen, to approve the purchase of a wrestling mat from the depreciation fund. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea
Yea: 5, Nay: 0, Absent: 1

5.C. Discuss, consider and take all necessary action to transfer $42,000 from the General Fund to the Depreciation Fund for the future purchase of transportation.

Motion by Gary Jensen, seconded by Alan Casper, to transfer $42,000 from the General Fund to the Depreciation Fund for the future purchase of transportation. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea
Yea: 5, Nay: 0, Absent: 1

5.D. Discuss, Consider and take all necessary action to allow Wilcox-Hildreth staff members to donate up to (2) two Sick Leave Days to staff members Jordan Volk, Lynette Gruwell and June Stratman once they have used their own Sick Leave and Personal Leave.

Motion by Alan Casper, seconded by John Donley, to allow Wilcox-Hildreth staff members to donate up to (2) two Sick Leave Days to staff members Jordan Volk, Lynette Gruwell and June Stratman once they have used their own Sick Leave and Personal Leave. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea

Yea: 5, Nay: 0, Absent: 1

5.E. Discuss, consider and take all necessary action to place no longer needed maintenance supplies for sale using sealed bids.

Motion by Kert Hansen, seconded by Alan Casper, to place no longer needed maintenance supplies for sale using sealed bids. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea
Yea: 5, Nay: 0, Absent: 1

6. Discussion Items

6.A. Jeff Simons from Protrack and Tennis will discuss his proposal to make repairs to the track.

6.B. Discuss the transportation of PK students to daycare facilities outside of the city limits of Wilcox and Hildreth during the noon shuttle route.

6.C. ACA Large Employer Information will be shared

6.D. Americanism Committee Report

Mr. Glenn gave the 8th graders the Civics Test last week. 95% earned a passing grade on it.

Mr. Whipkey is going to give the Seniors the Civics Test the week we come back from Christmas break.

They will take it again at the end of April or beginning of May.

7-12 Curriculum is the same we have used the last couple of years and it is aligned.
K-6 is using Social Studies Weekly to meet requirements

The Veterans' Day program the students and Ms. Niemeier performed, met the patriotic song requirements.

I need to check with Ms. Niemeier on proper conduct during flag presentation.

Checklist shows who is responsible for each area.

Teacher report shows the activities the teachers have done to meet the requirements of the Americanism Act

Public Comment:
Teressa Carey Commented on the Veterans' Day Student Displays and the Veterans' Day Program

6.E. Board Retreat Date for February

7. Administrator Report

7.A. Superintendent Report

Superintendent Patterson reported:

- School Finance Updates
- ESSER III uses
- Bus Purchase timeline
- ACA Large Employer Status and Process

7.B. Principal Report

Shannon Lovin:

- Student Progress Reports
- Play Production at State
- K-12 Music Program
- Academic All State Award Winners
- JH Wrestling Results
- HS Winter Sports Updates

Kelly Simmons:

- Update on School Improvement Steering committee meeting held on Dec. 14th
- November Administration Walkthrough report

- School-Wide Service Learning Project

8. Next Board Meeting: Monday, January 17, 2022 at 7:00 P.M. in the Wilcox conference room.

9. Adjourn

Motion by Alan Casper, seconded by Gary Jensen, to adjourn meeting at 8:40 p.m. Motion Passed.
Alan Casper: Yea, John Donley: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Absent, Kirk Nelson: Yea
Yea: 5, Nay: 0, Absent: 1

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
Adams Middle School	HonorBand2022	Honor Band - 2 Students	30.00
Total Adams Middle School			30.00
ASK Supply Company, LLC	22749-0001	Wilcox Site-Signage	380.13
ASK Supply Company, LLC	22770	CustodialSupplies/Signage	505.42
Total ASK Supply Company, LLC			885.55
Black Hills Energy	4456237296-0031	613 Nelson Street	2,122.88
Black Hills Energy	4694971507-0031	102 N Stockton Street	4,222.80
Black Hills Energy	5673345098-0030	208 Stockton Street	308.65
Black Hills Energy	8027394935-0032	404 E Sapp Street	214.17
Total Black Hills Energy			6,868.50
Brooklyn Publishers LLC	53028	Limited Streaming/Broadcast Rights	30.00
Total Brooklyn Publishers LLC			30.00
BTS Communications	34832	Remote Support	54.00
Total BTS Communications			54.00
Canon Financial Services, Inc.	27808625	Copy Machine Lease	936.79
Canon Financial Services, Inc.	27953626	Copy Machine Lease Payment	936.79
Total Canon Financial Services, Inc.			1,873.58
Central Hydraulic Systems & Equipment Co.	91310	Hydraulic Hose End for Snow Plow/Bobcat	52.10
Total Central Hydraulic Systems & Equipment Co.			52.10
Cooperative Producers Inc	12/31/21-0001	Fuel/Fuel Supplement	3,558.10
Total Cooperative Producers Inc			3,558.10
DAS State Accounting-Central Finance	1296249-0001	Interregional Fee	259.49
Total DAS State Accounting-Central Finance			259.49
Durable Service	17083	Hildreth Site - Heater Repair	460.69
Total Durable Service			460.69
Eakes Office Solutions	8385900-0	Bookkeeping Supplies	28.94
Eakes Office Solutions	8388180-0	Michelle Office Supplies	84.68
Eakes Office Solutions	8390223-0	Rogene-Envelopes for District	99.80
Eakes Office Solutions	8391040-0	Michelle Office Supplies	20.11
Eakes Office Solutions	8393985-0	Julie Office Supplies	54.10
Eakes Office Solutions	8403985-0	Julie Office Supplies	9.90
Eakes Office Solutions	8409050-0	Pencil Sharpener for Workroom	68.59
Eakes Office Solutions	8409076-0	Batteries-Hildreth Site	8.30
Total Eakes Office Solutions			374.42
Esu #10	Dec2021 Au-0001	Dec 2021 Audiology School Age	72.00
Total Esu #10			72.00
ESU #11	4058-0001	HAL/Dec Media/Amazon Hard Drive	1,969.40
Total ESU #11			1,969.40
Faimon, Kassie	12/22/21 AG Ed	Seed for Grow Tower from Orschelns	20.90

Vendor Name	Invoice Number	Description	Amount
Faimon, Kassie	12/22/21 IA	IA Supplies/ Air Compressor Parts	40.64
Total Faimon, Kassie			61.54
Franklin County Chronicle	Nov. Charges 2021	Nov Charges/Vets/BOE Mtg Notice & Minute	282.16
Total Franklin County Chronicle			282.16
Fritz's Market	Dec 2021 Charges	Dec Charges BOE Gifts	2,940.05
Fritz's Market	Nov2021 Charges GF	Nov 21 Charges	182.41
Total Fritz's Market			3,122.46
Frontier	3081880193-0031	Hildreth Site Phone Charges	425.18
Total Frontier			425.18
Great Plains Communications	50365-0022	Telephone Wilcox Site	376.00
Total Great Plains Communications			376.00
Grey House Publishing	362804	Biography Monthly 2022 Subscription	179.10
Total Grey House Publishing			179.10
Hansen, Kert	12/20/21	State School Board Mileage/Parking/Mailb	386.94
Total Hansen, Kert			386.94
Home Depot Pro , The	657183299	Wilcox Site Supplies Cleaning	179.04
Home Depot Pro , The	657989596	Diesel Fuel-Def	349.92
Home Depot Pro , The	657989604	Cleaning Supplies - Wilcox Site	80.28
Home Depot Pro , The	659507453	Wilcox Site Supplies	53.82
Home Depot Pro , The	660354838	Credit On Account	(146.08)
Total Home Depot Pro , The			516.98
J.W. Pepper & Son, Inc.	363846274	Band Music	86.99
J.W. Pepper & Son, Inc.	363847374	Band Music	115.00
J.W. Pepper & Son, Inc.	363881867	Band Music	58.99
J.W. Pepper & Son, Inc.	363884575	Choir Music	54.46
J.W. Pepper & Son, Inc.	363887089	Choir Music	10.75
J.W. Pepper & Son, Inc.	363896051	Choir Music	40.22
Total J.W. Pepper & Son, Inc.			366.41
Jaymar Business Forms, Inc.	060845	W-2/1099 Forms/Envelopes	138.97
Total Jaymar Business Forms, Inc.			138.97
Kat's Korner Market	Nov/Dec FCS Invoices	Nov & Dec FCS Charges	349.59
Total Kat's Korner Market			349.59
Kearney County Health	22072-0048-001H	Shannon Lovin DOT Physical	203.00
Total Kearney County Health			203.00
Kearney Winnelson Co.	367390-01	Hildreth Site/Wilcox Site Bottle Filler	496.87
Total Kearney Winnelson Co.			496.87
KSB School Law	11308	PPACA Compliance/Board Meeting	476.00
Total KSB School Law			476.00

Vendor Name	Invoice Number	Description	Amount
Lambert, Nurita	1/3/22	FCS-Gingerbread House Supplies	22.84
Lambert, Nurita	1/7/22	Chocolate Tasting Lab Supplies	24.08
Total Lambert, Nurita			46.92
Matheson Tri-Gas Inc	0024894404	Oxygen	63.95
Matheson Tri-Gas Inc	51899291	Oxygen & Acetylene for IA	106.01
Total Matheson Tri-Gas Inc			169.96
Menards - Kearney	28826	Hildreth Site/Wilcox FCS Room	121.38
Total Menards - Kearney			121.38
Mid-America Research Chemical	0749851-IN	Wilcox Site Cleaning Supplies	246.38
Total Mid-America Research Chemical			246.38
Minden Courier	12/29/21	BOE Mtg Notice, Minutes/Sports Section	190.68
Total Minden Courier			190.68
NASB	46609	NE Education Law Books - 3	213.00
Total NASB			213.00
Nebraska Lock & Key	10511	Lock Service Call-Hildreth Site	50.00
Total Nebraska Lock & Key			50.00
Omaha Marriott Downtown Capitol District	11/22 StateSchBoard	State School Board Convention 2021	1,350.00
Total Omaha Marriott Downtown Capitol District			1,350.00
Oriental Trading Company	714208228--0001	Classroom Prizes	152.76
Total Oriental Trading Company			152.76
Patterson Chiropractic, LLC	100-Knaus	Knaus DOT Physical	125.00
Total Patterson Chiropractic, LLC			125.00
Ramsey, Georgia	Georgia5-0001	Maintain Website, C4K	50.00
Total Ramsey, Georgia			50.00
Red Rover Technologies LLC	6278030739	Substitute Teache App/TMS	918.75
Total Red Rover Technologies LLC			918.75
Schepler, Wayne	67557474	Commercial Driver's License Reimburse	59.50
Total Schepler, Wayne			59.50
School Specialty LLC	208129155527	Scented stickers for incentives	0.00
Total School Specialty LLC			0.00
Sparqdata Solutions, Inc.	2646	Sparq Mtg Subscription/North Star Neg.	3,800.00
Total Sparqdata Solutions, Inc.			3,800.00
Svoboda's True Value	C236753	Building Supplies	9.18
Svoboda's True Value	C237450	Trophy Cases	15.19
Svoboda's True Value	C237501	Wilcox Trophy Cases	5.98
Total Svoboda's True Value			30.35
Tarr, Julie	15-0001	December ECCC Contract Hours	120.00

Vendor Name	Invoice Number	Description	Amount
Tarr, Julie	15-C4K Pri-0001	Dec 2021 Internet & Cell Phone Stipend	40.00
Total Tarr, Julie			160.00
Town & Country Service	24182	#20 Blue Bird Bus Repair	222.66
Town & Country Service	25237	Safety Inspection	92.65
Total Town & Country Service			315.31
Verizon Business	VerizonBus-0011	Verizon Business Wilcox Site	71.22
Total Verizon Business			71.22
Verizon Wireless	HotSpots-0011	Portable Verizon Hotspots	90.12
Total Verizon Wireless			90.12
Village Of Hildreth	099-0021	Upper Elem. School Building Utilities	1,784.14
Village Of Hildreth	100-0021	WH Upper Elem. - Bus	30.82
Village Of Hildreth	249A FB Fi-0021	Football Field	116.36
Total Village Of Hildreth			1,931.32
Village Of Wilcox	10600-0025	102 N Stockton	3,009.40
Village Of Wilcox	15500-0025	105 North Stockton/Pole in Parking Lot	5.33
Village Of Wilcox	23000-0025	102 North Stockton	124.25
Village Of Wilcox	23400-0016	Water-102 N. Stockton	126.07
Village Of Wilcox	23700-0025	308 East Sapp Street	352.30
Village Of Wilcox	24300-0025	Wilcox Site Water	109.36
Village Of Wilcox	24400-0025	102 North Stockton	56.20
Village Of Wilcox	24500-0025	Wilcox Site	59.80
Village Of Wilcox	24700-0025	Wilcox Site	97.50
Village Of Wilcox	25600-0025	208 N Stockton Street	30.32
Total Village Of Wilcox			3,970.53
VISA	HinrichsDec2021Charg	Dec Charges/Science/Drama	972.80
VISA	MS CC - Dec 2021	Nov CC Charges - MS Card	398.04
VISA	Patterson-Dec Charge	Meal Charges-Patterson/Lovin	73.74
VISA	WH Dec Charges	Mosyle Charge/Fuel	112.90
Total VISA			1,557.48
Wilcox-Hildreth Clearing Acct	12/31/2021	Reimbursement to GF Clearing from GF	452.25
Total Wilcox-Hildreth Clearing Acct			452.25
Windstream	011650478 -0019	Hildreth Supt Line	6.58
Total Windstream			6.58
Woodward's Disposal Seervice	NO9035-2916	Document Destruction	21.00
Total Woodward's Disposal Seervice			21.00
Yanda's Music And Pro Audio	567006	Baritone Books	35.07
Total Yanda's Music And Pro Audio			35.07
Fund Number 01			40,004.59
Checking Account ID 1			40,004.59

GENERAL FUND

	12/31/21
County Receipts	$5,240.59
Motor Vehicle Taxes	$5,661.41
Local License Fees	$300.00
Interest Earned	$1,673.19
Other Local Receipts	
County Fines & Licenses	$397.57
Homestead Exemption	
Other County Sources	
High Ability Learners	
State Aid	$2,722.00
SPED Programs	$28,087.00
State Apportionment	
Pers. Prop Tax Credit	
Property Tax Relief	
Pro Rata Motor Vehicles	
In Lieu of Taxes	$585.59
Medicaid	$984.79
Title I	
Title IIA	
Title IV	
IDEA Base (611)	
IDEA Base (619)	
Misc Receipts	$54.00
Grant-C4K	$190.00
Geers Grant	$12,316.67
Reap Grant	
U.S. Fish & Wildlife	
Lunch Tax/Retire	$3,210.69
After School Program/Community	
TOTAL RECEIPTS	**$61,423.50**

Instructional Services-1100	$164,175.55
SPED Service-1200	$46,032.01
Summer School-1300	
Student Support Service-2100	$12,157.51
Support Services - Staff 2200	$16,259.78
Executive Admin/Superin-2300	$17,574.77
Principal-2400	$24,938.87
Business-2500	$24,762.19
Operation-Maintenance-2600	$56,858.86
Regular Transportation-2700	$14,498.59
Community Service -3300	$1,912.04
Grants 3400/3500	$289.61
Architech & Engineering-4300	
Federal Funds/Title I	$2,007.55
Federal Funds/Carl Perkins	
Debt Serivices-5000	
IDEA - 6400	$51,056.93
Emerg. Relief-ESSER-6900	
Transfers-8000	

TOTAL EXPENDITURES: **$432,524.26**

ACCOUNT BALANCES: **31-Dec-21**

Depreciation	$205,026.32
General	$578,659.23
Lunch	$23,273.47
ADA	$72,293.60
Employee Benefit	$6,175.62
HS Activity	$464,184.54
Gen Fund Clearing	$4,916.37
Student Fee	$9,598.11
URM Fund	$7,898.81
Falcon Team Account	$1,034.45
Special Building Fund	$752,733.51
Total Funds	**$2,125,794.03**

DEPRECIATION FUND BREAKDOWN:

Charter Reimb	$0.00
Transportation	$18,977.48
Building	$22,800.85
Track	$0.00
Interest	$11,776.04
Computer Hardware	$151,471.95
TCD	$20,000.00
Total:	**$225,026.32**

GENERAL FUND BANK RECONCILIATION:

Bank Balance as of December 31, 202	$689,302.03
Outstanding Checks:	$110,642.80
Ending Balance:	**$578,659.23**

Report Date 1/1/2022

GENERAL FUND

12/1/2020	
County Receipts	$42,352.57
Motor Vehicle Taxes	$6,141.37
Local License Fees	
Interest Earned	$1,309.28
Other Local Receipts	
County Fines & Licenses	$406.78
Homestead Exemption	
Other County Sources	
High Ability Learners	
State Aid	$2,622.00
SPED Programs	$20,630.00
State Apportionment	
Pers. Prop Tax Credit	
Property Tax Relief	
Pro Rata Motor Vehicles	
In Lieu of Taxes	$567.59
Medicaid	
Title I	
Title IIA	
Title IV	
IDEA Base	
IDEA Base Part B-2	
Misc Receipts	
Grant	
E-Rate Grant	
Reap Grant	
U.S. Fish & Wildlife	
Lunch Tax/Retire	$2,880.48
After School Program	
TOTAL RECEIPTS	**$76,910.07**

Instructional Services	$157,460.95
SPED Service	$40,478.34
Student Support Service	$12,550.93
Support Services - Staff 2200	$15,143.41
Board of Education	$1,347.51
Executive Administration	$16,063.94
Principal	$23,649.87
Business	$22,553.00
Operation-Maintenance	$61,270.18
Regular Transportation	$23,867.84
IDEA	$45,310.65
Title I	$6,798.79
Community Service (C4K Grant-	$1,570.87
State Categorical Programs	
Federal Funds	$527.01
HAL/Distance Learning	$1,805.00
Architech & Engineering	
Building Impr-4700	
Debt Services-5000	
Emerg. Relief-ESSER	$17,429.25

ACCOUNT BALANCES:	**31-Dec-20**
Depreciation	$534,239.56
General	$190,853.85
Lunch	$32,580.07
ADA	$1,075.51
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	$6,155.66
HS Activity	$434,710.35
MS Activity (Closed)	$0.00
Gen Fund Clearing	$5,257.38
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$7,890.89
URM Fund	$6,234.30
Falcon Team Account	$1,034.45
Special Building Fund	$1,111,968.40
Total Funds	**$2,332,000.42**

DEPRECIATION FUND BREAKDOWN:

Charter Reimb	$0.00
Transportation	$181,394.48
Building	$204,244.12
Track	$0.00
Interest	$4,919.01
Computer Hardware	$143,681.95
TCD	$20,000.00
Total:	**$554,239.56**

GENERAL FUND BANK RECONCILIATION:

Bank Balance as of December 31,	$253,024.53
Outstanding Checks:	$62,170.68
Ending Balance:	**$190,853.85**

Transfers-8000	$20,000.00
TOTAL EXPENDITURES:	**$467,827.54**

Report Date 1/1/2021

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	**Monthly Category Expenses:**																
2			**Bdgt 21-22**	Sept Exp	Oct Exp	Nov Exp	Dec Exp	Jan Exp	Feb Exp	Mar Exp	Apr Exp	May Exp	June Exp	July Exp	Aug Exp	Total	Balance
3	1100's	Instruction	**$2,537,800**	$163,188	$165,713	$162,356	$164,176	$160,613									$2,537,800
4	1200's	SPED	**$526,900**	$33,260	$41,303	$39,401	$46,032	$36,471									$526,900
5	1300's	Summer School	**$8,000**														$8,000
6	2100's	Sup Ser Pupils	**$231,610**	$17,522	$12,498	$14,714	$12,212	$11,899									$231,610
7	2200's	Sup Ser Staff	**$344,000**	$16,057	$16,817	$16,141	$16,260	$15,046									$344,000
8	2300's	Gen Admin	**$269,300**	$26,020	$16,882	$18,428	$17,575	$24,963									$269,300
9																	$0
10	2400's	Principal	**$331,740**	$24,414	$24,786	$24,716	$24,939	$24,916									$331,740
11	2500's	Super/Business	**$204,100**	$9,376	$18,100	$20,898	$24,762	$11,801									$204,100
12	2600's	Main & Oper	**$945,855**	$41,390	$37,604	$35,093	$56,859	$45,033									$945,855
13	2700's	Reg Trans	**$421,800**	$15,040	$18,055	$18,590	$14,499	$14,928									$421,800
14	2712's	SPED Trans	**$2,350**														$2,350
15	3000's	HAL & Community	**$132,200**	$2,783	$620	$324	$1,912	$468									$132,200
16	3500's	State Categorical	**$8,700**	$90	$90	$190	$290	$1,980									$8,700
17	4000's	Architecture/Engin	**$40,000**														$40,000
18	6000's	Federal	**$328,645**	$9,324	$28,054	$4,313	$53,064	$4,343									$328,645
19	5000's	Debt Services	**$0**														$0
20	8000's	Transfers	**$120,000**														$120,000
21	9000's	Non-Program															
22																	
23	Total		**$6,453,000**	$358,463	$380,522	$355,164	$432,578	$352,461	$0	$0	$0	$0	$0	$0	$0	$0	$6,453,000
24																	
25	**Total Monthly Expenses:**																
26	General		**$5,538,405**	$315,879	$311,075	$311,260	$333,192	$309,667	$0	$0	$0	$0	$0	$0	$0	$1,581,072	$3,957,333
27	SPED		**$529,250**	$33,260	$41,303	$39,401	$46,032	$36,471	$0	$0	$0	$0	$0	$0	$0	$196,468	$332,782
28	Federal		**$328,645**	$9,324	$28,054	$4,313	$53,064	$4,343	$0	$0	$0	$0	$0	$0	$0	$99,099	$229,546
29	Total		**$6,396,300**	$358,463	$380,432	$354,974	$432,289	$350,481	$0	$0	$0	$0	$0	$0	$0	$1,876,639	$4,519,662
30																	
31	**Total Yearly Expenses:**																
32	General		**$5,418,405**	$315,879	$626,954	$938,214	$1,271,406	$1,581,072	$1,581,072	$1,581,072	$1,581,072	$1,581,072	$1,581,072	$1,581,072	$1,581,072	$1,581,072	$3,837,333
33	SPED		**$529,250**	$33,260	$74,563	$113,965	$159,997	$196,468	$196,468	$196,468	$196,468	$196,468	$196,468	$196,468	$196,468	$196,468	$332,782
34	Federal		**$328,645**	$9,324	$37,378	$41,691	$94,755	$99,099	$99,099	$99,099	$99,099	$99,099	$99,099	$99,099	$99,099	$99,099	$229,546
35	Total		**$6,276,300**	$358,463	$738,895	$1,093,869	$1,526,158	$1,876,639	$1,876,639	$1,876,639	$1,876,639	$1,876,639	$1,876,639	$1,876,639	$1,876,639	$1,876,639	$4,399,662
36																	
37	**Total Unencumbered:**																
38	General		**$5,538,405**	$5,222,526	$4,911,451	$4,600,191	$4,266,999	$3,957,333	$3,957,333	$3,957,333	$3,957,333	$3,957,333	$3,957,333	$3,957,333	$3,957,333		
39	SPED		**$529,250**	$495,990	$454,687	$415,285	$369,253	$332,782	$332,782	$332,782	$332,782	$332,782	$332,782	$332,782	$332,782		
40	Federal		**$328,645**	$319,321	$291,267	$286,954	$233,890	$229,546	$229,546	$229,546	$229,546	$229,546	$229,546	$229,546	$229,546		
41	Total		**$6,396,300**	$6,037,837	$5,657,405	$5,302,431	$4,870,142	$4,519,662	$4,519,662	$4,519,662	$4,519,662	$4,519,662	$4,519,662	$4,519,662	$4,519,662		
42																	
43	Gen Budget Avg Spend Down			$5,077,056	$4,615,153	$4,153,804	$3,691,901	$3,230,552	$2,769,203	$2,307,853	$1,845,950	$1,384,601	$923,252	$461,349	$0		
44	Total Budget Avg Spend Down			$5,915,465	$5,377,285	$4,839,750	$4,301,570	$3,764,035	$3,226,500	$2,688,965	$2,150,785	$1,613,250	$1,075,715	$537,535	$0		

WILCOX-HILDRETH PUBLIC SCHOOL
COUNTY-DISTRICT #: 50-0001

NEGOTIATED AGREEMENT

BY AND BETWEEN

WILCOX-HILDRETH PUBLIC SCHOOL
BOARD OF EDUCATION

AND THE

WILCOX-HILDRETH EDUCATION ASSOCIATION

FOR THE 2022-2023
SCHOOL TERM

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Appendix I: Salary Schedule

Appendix II: Extra Duty Salary Schedule

PREAMBLE
This agreement is made and entered into by and between the Wilcox-Hildreth Board of Education (hereinafter referred to as the Board) and the Wilcox-Hildreth Education Association (hereinafter referred to the Association) as of the date listed and executed on the signature page of this document.

GENERAL PURPOSE
The provisions of the agreement shall be applicable for the 2022-2023 school year. Any previously adopted policy, rule, or regulation of the parties, which is in conflict with a provision of this agreement, shall be superseded and replaced by this agreement. Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to teachers as established by the rules and regulations of the Board in force on said date, will continue to be so applicable during the term of this agreement.

This agreement is negotiated in order to establish the terms and conditions of employment for the members of the certificated staff, excluding all administrative personnel. Any individual contract between the Board and an individual teacher, hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement.

ARTICLE I: Recognition
The Board agrees and hereby recognizes the Association as the sole and exclusive collective negotiating representative in any and all matters relating to terms and conditions of employment for all teachers employed by the district for the 2022-2023 school year. "Teacher" shall mean all certificated teaching personnel and other professional personnel employed by the district, but excluding administrative staff and non-certificated personnel.

ARTICLE II: Teacher Rights
Nothing contained in this agreement shall be construed to deny any teacher 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 for and by the federal and state constitutions and by judicial interpretations and application.

ARTICLE III: Association Rights
Representatives of the Association and its affiliates shall be allowed to conduct Association business on school property providing such business occurs outside of regular school hours. The Association will be allowed the use of the school buildings for meetings, providing that such use does not result in unscheduled maintenance costs, in which case an appropriate fee for that use will be negotiated between the parties to this agreement. The Association shall be allowed the use of the school equipment including typewriters, computers, copiers, and standard office equipment, provided that the Board may assess the Association a reasonable fee for supplies consumed during such use. The Association will be allowed to make reasonable use of the school's communications systems, including teacher's mail boxes, teacher bulletins, etc., provided that such use does not cause an interruption of the educational program of the school.

The Association use of school district property shall not interrupt the regular education program of the school.

ARTICLE IV: Grievance Procedure

Definition of Grievance: The term "grievance" as referred to in this policy is defined as a grievance of a teacher regarding the terms and conditions of employment set forth in this negotiated agreement between the Association and the School District.

Level I (Informal)

A. If a teacher feels that he/she has a grievance, the teacher should first discuss the matter with his/her supervisor to whom he/she is directly responsible in an effort to resolve the problem.
B. The aggrieved person may have a local Association representative assist him/her in efforts to resolve the problem informally with the appropriate supervisor.

Level II (Formal)

Step One

A. If an aggrieved person is not satisfied with the disposition of his/her problem, or no decision has been rendered after five school days through the informal procedure, he/she may submit his/her claim as a formal grievance, in writing, to his/her appropriate supervisor and retain a carbon copy of said grievance for himself/herself.
B. The supervisor shall, within five school days, render his decision and the reasons therefore in writing to the aggrieved person, who may provide a copy to the Association if he/she so desires.

Step Two

A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within five school days after the presentation of the grievance in writing, the aggrieved person may file a written appeal for a hearing with the superintendent of schools.
B. The superintendent of schools, or his authorized representative, shall act for the administration at Step Two of the grievance procedure. Within 10 school days after receipt of the written appeal for a hearing by the superintendent, the superintendent shall meet with the aggrieved person for the purpose of resolving the grievance. The superintendent shall, within five school days of the hearing, render his decision and reason therefore, in writing to the aggrieved person, who may provide a copy to the Association if he/she so desires.

Step Three

A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Two, or if no decision has been rendered within five school days after he/she has first met with the superintendent, he/she may appeal the disposition within five school days after a decision by the superintendent, or five school days after he/she has first met with the superintendent, whichever is sooner, to the Board of Education.
B. Within 25 school days after receiving the written appeal, the Board of Education, or a committee therefrom, shall meet with the aggrieved person for the purpose of

hearing the grievance. The decision of the Board of Education shall be rendered, in writing, within five school days, and shall be final.

ARTICLE V: Salary Items

The base salary for the 2022-2023 school year is to be $42,200 for 184 Contract Days. The vertical increment of the schedule shall be four percent (4%) and the horizontal increment shall be four percent (4%). The columns shall be headed as follows: BA, BA+9, BA+18, BA+27, BA+36, MA, MA+9, MA+18. The vertical steps and horizontal lanes of the schedule are shown on Appendix A, attached hereto, and made a part of this agreement.

A. Horizontal Advancement

a. Teachers who wish to advance horizontally on the salary schedule must notify the superintendent in writing prior to May 1 of the preceding school year. Courses must be approved by the Superintendent to be included on the fall salary schedule. The intent of the school district is that teachers pursue advanced education on degree levels in the subject of their major teaching emphasis. Course work outside of one's major teaching area must have administrative approval before salary increments are granted. Hours up to BA+36 will be permitted even though they are not part of an approved program leading toward a Masters degree. Hours after BA+36 must be part of an MA program.

b. The teacher must furnish the superintendent with college transcripts by August 20 for the teacher to qualify to move horizontally on the salary schedule. If an institution will not issue an official transcript by August 20, the teacher must provide the superintendent with written confirmation by August 20 from a college official attesting that the teacher has satisfactorily completed the courses. Hours earned prior to the time a BA or MA degree is awarded, which are in excess of the hours required for such a degree, shall not be counted for purposes of subsequent horizontal advancement of the salary schedule.

c. A teacher may advance only one step Horizontally on the schedule in any year.

d. **Movement Past the MA Column.** Teachers who wish to advance beyond the MA column must be enrolled in course work that relates to their teaching field or other teaching/administration areas. Teachers must inform the superintendent of their enrollment prior to the beginning of their class to discuss its work-related objectives.

B. **Vertical Advancement**. Vertical advancement on the salary schedule shall be limited to one step per year, based upon full time equivalency (FTE). Each teacher employed by the district will receive vertical and horizontal advancement if applicable in the event this agreement continues for the following school year in accordance with the provisions of Article I.C.

C. **Initial Placement** - When hired, teachers shall be credited with all previous experience and placed on the schedule accordingly.

D. Variation of placement on the salary schedule may be made if it is deemed in the best interest of the Board in providing for and/or continuation of a program.

E. Each teacher employed shall be paid in twelve (12) monthly installments, commencing with September and terminating in August of each contract year.

F. Teachers will be paid the day after the regular board meeting of each month, but not later that the 10th of the month.
G. Teachers will be paid $10.00 per period for substituting for another teacher during their planning period if (a) the teacher is requested by the administration to perform substitute duties, and (b) the planning period used for substituting is the teacher's only planning period. The $10.00 substituting fee will not be paid when the substituting teacher does not have students during a class period that they would normally be teaching.
H. Teachers who sell and collect tickets to home activities as assigned by the administration will receive $20.00 per occurrence.
I. An employee covered by this Agreement who is assigned to supervise weight training during the summer will receive the then- current federal minimum wage per hour, for approximately 2.5 hours per day or as otherwise assigned by the superintendent or superintendent's designee.

ARTICLE VI: Health and Dental Insurance Coverage

The Board of Education agrees to provide health and dental coverage for employees in the school insurance program under the Blue Cross/Blue Shield Blue Preferred **$1,050** Deductible Plan and single dental option of PPO – 80% A & B with 50% C Coverage for 2022-2023. Health and dental insurance benefits are paid in accordance with the teacher's F.T.E. at the following premium rates and the teacher must participate in the school-sponsored plan to receive benefits.

Blue Preferred Health Coverage	Employee	Ee & Children	Ee & Spouse	Ee, Spouse & Children
$1,050 Deductible	**$705.05**	**$1,304.35**	**$1,480.61**	**$1,988.08**
Single Dental	**$29.54**	**$29.54**	**$29.54**	**$29.54**

ARTICLE VII: Long-term Disability Coverage

The District will pay each teacher $8.00 per month towards the purchase of long-term disability insurance through the district's group plan. The Association and the Board direct the administration to investigate insurance carriers and select the most cost effective carrier of the coverage currently provided that will be mutually agreed upon by the Association and the Board.

ARTICLE VIII: Section 125 / Cafeteria Plan

The district will pay the $5.00 monthly administration fee for each certificated employee who enrolls in the Section 125 / Cafeteria Plan.

ARTICLE IX: Sick Leave

A. Each teacher will be granted 10 days sick leave per year, with accumulation of 40 days for consecutive years of employment.
B. Severance pay for unused accumulated sick days will be paid to teachers leaving the District at the rate of 50% of the current substitute teachers daily pay after the teacher has (1) successfully taught in the District for two years, and (2) been released from their signed contract by May 1. A payment of 25% of current substitute teachers daily pay will be

provided after the teacher has (1) successfully taught in the District for two years, and (2) been released from their signed contract between May 1 and June 1. Severance will not be paid to teachers being released from signed contracts after June 1.

C. Sick leave defined: Sick leave is leave granted for personal illness of the teacher or illness in the teacher's immediate family. Immediate family consists of the teacher's spouse, children, and the teacher's mother and father. Sick leave may not be used for any other persons than those delineated in this item. Up to five days may be used to support the birth of a grandchild (added during 2018-2019 negotiations).
D. Perfect Attendance Bonus: Faculty members who do not use any of their 10 sick days during a school year will receive a bonus in the amount of $300.00 to be included in their June paycheck.

ARTICLE X: Family Medical Leave Act (FMLA)

As covered in the Employee Handbook.

ARTICLE XI: Personal Leave

Up to three (3) personal leave days will be granted to each individual teacher per year, and no teacher may accumulate more than three (3) personal leave days. Beginning with the second and any subsequent contract year, each teacher will only be granted as many days as is needed to increase his or her total to three (3) days to begin the next contract year. For example, if a teacher uses two (2) days in Year 1 of employment, the teacher will only be given two (2) days to begin Year 2, to restore the teacher's total personal leave days to the maximum accrual of three (3). No leaves may be taken one day prior to, or one day immediately following, any scheduled vacation or holiday except as permitted by the building Principal. Application shall be made at least two days before taking such leaves except in cases of emergencies.

ARTICLE XII: Bereavement Leave

Three (3) days of bereavement leave shall be granted to each certified employee per year. Bereavement leave in excess of three days taken in a given year will be deducted from accumulated sick leave at the discretion of the Superintendent. Bereavement leave is not cumulative.

ARTICLE XIII: Professional Leave

Each teacher may be granted a maximum of two days of professional leave to attend meetings, clinics, approved school visitation, or other activities related to the position for which the teacher was hired. Request for this leave must be made to the principal at least three (3) days prior to the intended leave. Current mileage pay and reasonable expenses related to the leave shall be granted to the teacher upon approval of the Superintendent. Professional leave to attend national conventions must have the prior approval of the Superintendent and must be submitted two weeks prior to the date the registration must be submitted for attendance at such convention.

ARTICLE XIV: Emergency Leave

Emergency leave may be granted by the Superintendent for circumstances that call a teacher away from his/her duties that are unforeseen and beyond the control of the employee. Example: the employee's house burning down. Emergency Leave is available only in circumstances where

no other leave permitted by the Agreement, board policy, or state or federal law is or would be available. For example, Emergency Leave cannot be used if sick leave would apply to the leave, even if the employee has no remaining sick leave. Emergency Leave is unpaid leave, meaning the employee's full pay and benefits costs will be reduced from the employee's pay during the period(s) in which Emergency Leave is taken.

ARTICLE XV: Unexcused Absences

Presence on duty at school is an essential function of a certificated employee's position. Absences are considered unexcused unless they fall within the categories covered under the sections on sick leave, Family and Medical Leave Act (FMLA) leave, personal leave, bereavement leave, professional leave, and emergency leave. Deductions from salary shall be made for each day of unexcused absence or portion thereof in accordance with the time absent and reason.

Nondiscrimination. The Board and Association shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, religion, sex, disability, or national origin.

Duration The terms of this Negotiated Agreement shall remain in full force and effect from year to year until they are superseded by an agreement of the parties or by an order of the Commission of Industrial Relations.

ARTICLE XVII: Execution of Agreement

The aforementioned Negotiated Agreement reflect the existing agreement between the Wilcox-Hildreth Board of Education and the Wilcox-Hildreth Education Association, and also reflect the proper changes brought about by good faith negotiations between these two parties for the 2022-2023 school year.

Adopted this 17th day of January, 2021.

Approved for Adoption by:

For Wilcox-Hildreth Education Association

Jean Bunger: Wilcox-Hildreth Education Association_____

For Wilcox-Hildreth Board of Education

Kirk Nelson: Board President_____

Kirk Nelson: Negotiations Team Chairman _____

Wilcox-Hildeth 22-23		Base Salary	$42,200			Contract Days	184.00	
		Index	4 x 4			Base Daily Rate	229.35	
STEP	**BA**	**BA+9**	**BA+18**	**BA+27**	**BA+36**	**MA**	**MA+9**	**MA+18**
1	1.00	1.04	1.08	1.12	1.16	1.16	1.20	1.24
	42200.00	43888.00	45576.00	47264.00	48952.00	48952.00	50640.00	52328.00
2	1.04	1.08	1.12	1.16	1.20	1.20	1.24	1.28
	43888.00	45576.00	47264.00	48952.00	50640.00	50640.00	52328.00	54016.00
3	1.08	1.12	1.16	1.20	1.24	1.24	1.28	1.32
	45576.00	47264.00	48952.00	50640.00	52328.00	52328.00	54016.00	55704.00
4	1.12	1.16	1.20	1.24	1.28	1.28	1.32	1.36
	47264.00	48952.00	50640.00	52328.00	54016.00	54016.00	55704.00	57392.00
5	1.16	1.20	1.24	1.28	1.32	1.32	1.36	1.40
	48952.00	50640.00	52328.00	54016.00	55704.00	55704.00	57392.00	59080.00
6	1.20	1.24	1.28	1.32	1.36	1.36	1.40	1.44
	50640.00	52328.00	54016.00	55704.00	57392.00	57392.00	59080.00	60768.00
7		1.28	1.32	1.36	1.40	1.40	1.44	1.48
		54016.00	55704.00	57392.00	59080.00	59080.00	60768.00	62456.00
8			1.36	1.40	1.44	1.44	1.48	1.52
			57392.00	59080.00	60768.00	60768.00	62456.00	64144.00
9				1.44	1.48	1.48	1.52	1.56
				60768.00	62456.00	62456.00	64144.00	65832.00
10				1.48	1.52	1.52	1.56	1.60
				62456.00	64144.00	64144.00	65832.00	67520.00
11					1.56	1.56	1.60	1.64
					65832.00	65832.00	67520.00	69208.00
12					1.60	1.60	1.64	1.68
					67520.00	67520.00	69208.00	70896.00
13					1.64	1.64	1.68	1.72
					69208.00	69208.00	70896.00	72584.00
14						1.68	1.72	1.76
						70896.00	72584.00	74272.00
15							1.76	1.80
							74272.00	75960.00
16								1.84
								77648.00

2022-23	**CATEGORY 1**	**CATEGORY 2**	**CATEGORY 3**	**CATEGORY 4**	**CATEGORY 5**	**CATEGORY 6**	**CATEGORY 7**
	Grade 7	FPS	Grade 11	Speech	Asst GBB	Head Golf	Head VB
	Grade 8	JH BBB	Grade 12	Concessions	Asst BBB	Music	Head FB
	Grade 9	JH GBB	Annual	FBLA	Asst Tr	Cross Country	Head Wr
	Grade 10	JH VB	Dance Team	Science Fair	Asst FB		Head BB
	Nat Hon Soc	JH FB	Cheerleading		Asst VB		Head Tr
	Student Coun	JH Wr			Asst Wr		FFA
	Youth Lead	JH BT			Head One Act		
	Mock Trial	JH GT					
	Quiz Bowl	JH CC					
	Distance Lrng	Asst. One Act					
	Gifted	E-Sports					
ONE	0.010	0.015	0.025	0.040	0.060	0.070	0.090
	422.00	633.00	1055.00	1688.00	2532.00	2954.00	3798.00
TWO	0.015	0.020	0.030	0.045	0.065	0.080	0.100
	633.00	844.00	1266.00	1899.00	2743.00	3376.00	4220.00
THREE	0.02	0.025	0.035	0.050	0.070	0.090	0.110
	844.00	1055.00	1477.00	2110.00	2954.00	3798.00	4642.00
FOUR		0.03	0.040	0.055	0.075	0.100	0.120
		1266.00	1688.00	2321.00	3165.00	4220.00	5064.00
FIVE			0.045	0.060	0.080	0.110	0.130
			1899.00	2532.00	3376.00	4642.00	5486.00
SIX				0.065	0.085	0.120	0.140
				2743.00	3587.00	5064.00	5908.00
SEVEN					0.09	0.13	0.150
					3798.00	5486.00	6330.00
EIGHT						0.14	0.16
						5908.00	6752.00
NINE							0.17
							7174.00

2022-2023 Master Services Agreement Between the
EDUCATIONAL SERVICE UNIT #11 (ESU11)
and
SCHOOL DISTRICTS within ESU 11 Boundaries

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into this 17 day of January, 2022 ("effective date") by and between THE EDUCATIONAL SERVICE UNIT 11, a political subdivision of the State of Nebraska, hereinafter referred to as "ESU 11", and Wilcox-Hildreth Public Schools, a political subdivision of the State of Nebraska referred to as "the DISTRICT."

Recitals

Whereas, ESU 11 by NEB. REV. STAT. § 79-1204 may contract to provide services;

Whereas, the DISTRICT wishes to receive certain services and participate in certain Projects that are conducted by the ESU 11; and

Whereas, the DISTRICT wishes to have certain services and initiatives made available to its school district.

Now, therefore, the ESU 11 and the DISTRICT agree as follows:

I. General Provisions

1. Purpose. The purpose of this Agreement is to establish the general terms and conditions applicable to the education initiatives, services and projects (collectively "Projects") which ESU 11 supplies to the DISTRICT for the 2022-2023 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESU 11's Projects.

2. Participation in Individual Projects. This Agreement outlines several Projects which ESU 11 has undertaken for the benefit of their member school districts. The DISTRICT may choose to participate in some, but not all of the Projects referenced by this Agreement. The DISTRICT shall indicate its intention to participate in a particular Project by marking, where indicated, each Project in which it wishes to participate in for 2022-2023. ESU 11 is only obligated to provide services to the DISTRICT for the Projects which the DISTRICT has marked as provided herein.

3. Term. The term of this Agreement shall be one (1) year,

commencing on August 1, 2022 and ending on July 31, 2023.

4. Provision of Services by ESU 11's Agents. The ESU 11 may contract with third parties to provide some or all of the services described in this Agreement. The DISTRICT hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESU 11 in the implementation of such Projects including, but not limited to, invoicing, payment and administration necessary for the delivery of Project services in the name of ESU 11.

5. Compliance with State Law. Each Party will comply with applicable laws in its performance hereunder and will advise the other of changes in laws that concern the conduct of the Projects and services contemplated by this Agreement. Each Party shall obtain and maintain all approvals required to perform its obligations under this Agreement.

6. New Projects. In the event ESU 11 determines to offer a new Project during the term of this Agreement and the DISTRICT wishes to participate in said new Project, the parties may describe the new Project in writing and incorporate that writing as a formal addendum to this Agreement.

7. Amendments in Writing. Notwithstanding any provision of this Agreement to the contrary, any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

8. Entire Agreement. This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof; there are no other agreements, understandings, or representations, whether written or oral, between the DISTRICT and ESU 11 concerning the subject matter addressed herein.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.

II. Technology Services

CONTRACT FOR TECHNOLOGY SERVICES & SUPPORT

1. ESU 11 agrees to deliver Local Area Network management via on site, the web, email, and phone, per a scheduled basis to the organization between July 1, 2022 and June 30, 2023 based on the support package selected below.

2. DISTRICT agrees to pay ESU 11 for the service used (**select one or more options**) and to budget for payment of:

TECHNOLOGY SUPPORT	**RATE**	
☐ 200 hours	$11,500	($57.50/hour)
☑ 150 hours	$ 9,000	($60.00/hour)
☑ 50 hours	$ 3,250	($65.00/hour)
☐ Hourly Rate		($80.00/hour)

OTHER SERVICES

☑ OverDrive Nebraska Shared Collection (eBooks & Audiobooks) - $.81 per K-12 student*

☑ Universal Service Fund E-Rate Filing (transport services only) $ 500.00

* Prices are subject to change based on how many districts choose to participate. Pricing listed above is based on participation from the prior year.

☑ **The DISTRICT wishes to contract for technology services and support as checked above.**

Educational Service Unit #11

For the 2022-2023 school year, our school is interested in purchasing the following via ESU #11 Volume Purchasing

School: Wilcox-Hildreth Public Schools

(See attached document for a list of schools who currently use each program.)

IXL: (2022-2023 pricing) As a consortium, with 2500 licenses and up, prices are as follows:

(Pricing stays the same as last year)

1 subject	2 subjects	3 subjects	4 subjects
$7.50	$11.50	$15.50	$17.50

Our school will purchase IXL as part of a consortium as follows:

Subject(s):	Grades:	# of Students
Math	K-8	150
ELA	K-8	150

☐ **No, our school does not plan to participate in IXL .**

On to College w/John Baylor:

The pricing chart attached below is 2022-2023 pricing.

Middle School was added at no additional cost (+MS)

☑ **Yes, number of Grade 9-12 students:** 30

☐ **No, our school does not plan to participate in On to College w/John Baylor.**

BrainPOP: (2022-2023 pricing) All sites are eligible for a 10% discount on these prices.

OPTION #1 (24/7 Access, BrainPOP, BrainPOP Jr. & BrainPOP Espanol)

☑ **Brain POP Combo $2,600 for schools 250 enrollment or less.**

☐ **Brain POP Combo $3,250 for schools over 250 enrollment.**

OPTION #2 (Purchase either BrainPOP Jr. or BrainPOP without Espanol)

☐ **Brain POP Junior K-2 $1,595 for schools 250 enrollment or less.**

☐ **Brain POP 3-12 $1,925 for schools 250 enrollment or less.**

☐ **Brain POP 3-12 $2,395 for schools over 250 students.**

☐ **No, our school does not plan to participate in BrainPop.**

Mystery Science: (2022-2023 pricing) The price will vary depending on the number of schools participating. (Pricing can vary from $552 - $1,325 per school for K-5th grade teachers)

☑ **Yes, our school would like to participate in Mystery Science.**

☐ **No, our school does not plan to participate in Mystery Science.**

SeeSaw: (2022-2023 pricing) Current price $5.50

☐ **Yes 3 year subscription _____# of students ($4.68/student which saves schools $1,000 year for 3 years)**

☑ **No, our school does not plan to participate in SeeSaw.**

Turnitin: (Plagiarism Checking Tool) (2022-2023 pricing - $4.00 per student)

☑ **Yes** 30 **# of students Our school does plan to participate in Turnitin.**

☐ **No, our school does not plan to participate in Turnitin.**

If you have any questions about ESU #11 Volume Purchasing, please contact:
Jody Bauer, ESU 11, Technology Curriculum Consultant

III. Special Education

Student Records System (SRS): SRS is an online special education record keeping system. It creates all special education documents required by Rule 51, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides easy access to files from anywhere via the internet. SRS training is provided across the state for district staff and college and university staff.

SRS Fee. DISTRICTS participating in the SPED SRS Project must pay an additional fee to receive access to SRS. Fees will be assessed in accordance with the State established yearly cost per DISTRICT.

☑ **The DISTRICT wishes to participate in the SRS Special Education Project.**

IV. Contracted Special Education Services

1. That ESU 11 does hereby agree that it will furnish to the DISTRICT the following described special education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the DISTRICT prior to the DISTRICT'S budget preparation.

2. That ESU 11 does hereby agree that it will furnish to the DISTRICT the following described special education services as follows:

A. Program Supervisory Services will be provided at a rate not to exceed eight percent of your special education program costs in accord with State Department of Education allowable costs.

B. Psychological Services
2 _____ Days per week

C. Speech Language Services
5 _____ Days per week

D. Transition Services
18 _____ Days per year

E. Occupational Therapy Services
1 _____ Days per week

F. Behavior/Mental Health Services

1 Days per week

G. Early Childhood Education Services -- Homebase Birth through Age 5

☐ Yes ☐ No

H. Resource Teacher – provide direct services as indicated on IEPs for students eligible for special education services.

0 Days per week

I. Special Education Instructional Coach – assist in the coordination of age and developmentally appropriate educational programming for special education students.

0 Days per year

J. Paraprofessional Services

0 Days per week

K. In-Service Training will be billed out based on your staff/student participation in programs sponsored by ESU 11.

L. Special Education Final Financial Reports

☑ Yes ☐ No

M. Teacher of the Deaf and Hard of Hearing

☑ Based on Service Time

3. Services shall be provided only to children who qualify for such service as specified in State Department of Education, Special Education Rules and Regulations.

4. ESU 11 shall supply to the DISTRICT a copy of the plan of service for each service provided.

5. ESU 11 shall supply recorded information on each child for whom services are contracted. ESU 11 agrees that it will confer with the DISTRICT personnel for purposes of evaluating each child's progress.

6. The placing of a child in said program shall be made by joint decision of ESU 11, the DISTRICT and the parent/s or guardian/s of said child.

7. ESU 11 agrees to perform the services, and the DISTRICT agrees that it will repay in accordance with ESU 11 rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of 2022-2023 commencing not earlier than August 11, 2022, and ending not later than May 30, 2023.

8. ESU 11 retains the right to designate personnel to provide the services. All personnel provided by ESU 11 shall be fully endorsed to provide their respective services.

9. Policies regarding sick leave, personal leave, and professional leave shall be determined by ESU 11 for personnel providing services to the DISTRICT.

10. If for any reason the DISTRICT does not pay as agreed, ESU 11 may cancel this contract and forthwith without notice refuse further service to said DISTRICT, but the DISTRICT shall not be relieved from paying for services rendered by ESU 11 to the said DISTRICT to date of termination of service.

11. The School DISTRICT agrees that its payments will be made quarterly upon receipt of billings from ESU 11 in December, March, June, and August. The first three quarterly bills shall each reflect 1/4 of the estimated cost with the final quarterly billing adjusted to actual cost.

12. It is understood and agreed that in the event for any reason this contract does not comply with the State's requirements, it will be changed in accordance therewith, upon written notice by ESU 11 to the DISTRICT and advising the DISTRICT of the required changes to meet State requirements.

☑ **The DISTRICT wishes to participate in Contracted Special Education Services as detailed above.**

VI. High Ability Learner

ESU #11 HIGH ABILITY LEARNER EDUCATION CONSORTIUM
Payment Categories for Participating Schools
2022-2023

Activity	HAL Consortium
ESU #11 Consultant/Enrichment Testing Service from Coordinator of Gifted Ed	Included
Summer Honors Program	No cost to School & Each student pays $185
Academic Quiz Bowl	Included
Future Problem Solving Seminar	Included
Invention Convention	Included
Battle of the Books	Included

<u>High Ability Learner Education Consortium</u>

☑ DISTRICT will participate in ESU #11 High Ability Learner Consortium
(<u>100% remittance of State Funds)</u>

VII. Nursing

CONTRACTED SERVICE AGREEMENTS:

A. Nurse Services - Regularly Scheduled or On-Call Services - 2022-2023

1. THAT ESU #11 does hereby agree that it will provide the DISTRICT with the services of a fully qualified School Nurse during the 2022 - 2023 school year for the amount of time as specified below:

   A. As needed (on call) ☑ YES ☐ NO

2. THAT ESU #11 does hereby agree to provide School Nurse services to the DISTRICT, and said DISTRICT does hereby agree to pay for said services in accordance with the provisions as set forth in Item 5 of this agreement. Said provisions shall be in full force and effect during the 2022 - 2023 school year.
3. THAT ESU #11 does hereby retain the right to designate personnel to provide the School Nurse services to the DISTRICT.
4. THAT ESU #11 does hereby agree to provide the DISTRICT with an itemized billing statement at the end of the year for the School Nurse services that were delivered during the year.
5. THAT the DISTRICT does hereby agree to make payment to ESU #11 upon receipt of a yearly-itemized billing from said ESU #11. The hourly rate for the service will be established by ESU #11 and provided to the DISTRICT after the budget for ESU #11's 2022-2023 fiscal year is determined.
6. THAT if for any reason the DISTRICT does not pay ESU #11 for the School Nurse services as agreed upon according to the provisions of this agreement, said ESU #11 may cancel this agreement and forthwith without notice refuse further service to said DISTRICT, but said DISTRICT shall not be relieved from paying for services rendered by said ESU #11 to said DISTRICT to date of termination of service.

☑ **DISTRICT will participate in the 2022-2023 ESU #11 School Nurse Services - Regularly Scheduled or On-Call Services.**

B. School Nurse Services - Student Health Appraisals

1. That ESU #11 does hereby agree that it will provide the DISTRICT with the following described School Nurse Services, which meet the requirements of the Nebraska State Department of Education and the Nebraska State Department of Health.
   A. A Certificated School Nurse assigned by ESU #11 to administer individual student health appraisals at the locations of the DISTRICT'S elementary and secondary attendance centers at a mutually agreed upon time during the months of September - April, 2023. The student health appraisals and all related reports will be completed by a certificated School Nurse employed by ESU #11 in accordance with the requirements of the Nebraska State Department of Health and the DISTRICT.

2. THAT the contract rate for the School Nurse services described herein is $10.50 per student for each individual student health appraisal.
3. THAT ESU #11 retains the right to designate personnel to provide the services. All School Nurses provided by ESU #11 shall be fully certificated by the Nebraska Department of Education to provide their services.
4. THAT policies regarding sick leave, personal leave, and professional leave shall be determined by ESU #11 for personnel providing services to the DISTRICT.
5. THAT the DISTRICT will be billed by ESU #11 following completion of the student health appraisals and all required reports. The amount billed to the DISTRICT will be the number of individual student health appraisals completed by the School Nurse multiplied by the contract rate as specified in Section 2 of this Agreement.
6. THAT if for any reason the DISTRICT does not remit payment for services provided as agreed, ESU #11 may cancel this contract and forthwith without notice refuse further service to said DISTRICT, but the DISTRICT shall not be relieved from paying for services rendered by ESU #11 to the said DISTRICT to date of termination of service.
7. THAT the School DISTRICT agrees to pay with one payment to be made within thirty days of receipt of the billing from ESU #11.
8. THAT it is understood and agreed that in the event for any reason this contract does not comply with the State of Nebraska Department of Education or the State of Nebraska Department of Health requirements, it will be changed in accordance therewith, upon written notice by ESU #11 to the DISTRICT and advising the DISTRICT of the required changes to meet State requirements.

☑ **DISTRICT will participate in Nurse Services-Student Health Appraisals.**

VIII. Title I Cooperative

ESU 11 Title I Consultant provides compliance support and assists Title I Staff in preparing for monitoring visits and other required reports. The schools are also supported by contact with the Title I Staff through e-mails and school visits. ESU 11's fee is 6% of the DISTRICT'S Title I allocation for the fiscal year.

☑ **DISTRICT will participate in the 2022-2023 ESU 11 Title 1 Consultant Services.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

FOR Wilcox-Hildreth Public School DISTRICT

☑ **I certify that I have checked the relevant boxes above indicate the Projects in which the DISTRICT wishes to participate.**

OR

☐ **I certify that the DISTRICT Wishes to Participate in ALL of the above projects.**

_____
(Signature)

Justin Patterson Superintendent
(Print Name and Title)

FOR THE **EDUCATIONAL SERVICE UNIT # 11**:

_____
(Signature)

Greg Barnes, ESU 11 Administrator



PROPOSAL FOR:
WILCOX - HILDRETH PUBLIC SCHOOLS

2023 THOMAS SAF-T-LINER C2 SCHOOL BUS
35 Passenger Capacity

PURCHASE PRICE……$98,450.00

AIR CONDITIONING
System includes rear in wall evaporator above emergency door and front **automotive style air conditioning with driver's dash vents.**
Roof top condenser to protect from road spray, snow, and mud.

AIR INTAKE
Donaldson PowerCore air cleaner with 32,000 mile /24 month service intervals. Air intake warmer

AIR RESTRICTION INDICATOR
Engine compartment mounted air restriction indicator

ALTERNATOR
Leece Neville 240 AMP 12 Volt pad mounted with automatic spring-loaded tensioner

AXLES
8000 LB Set Back Single Front includes oil lubed hubs
17,500 LB Single Rear Axle
Magnetic rear axle drain and fill plug. Ratio 5.22 Geared to run 75 MPH

BACK UP CAMERA
4.3" monitor built into the driver's mirror to display area behind bus when shifted into reverse.

BARRIERS
(2) 39" barriers covered with Proform fire block and right-side modesty panel.

BATTERIES
Dual Alliance 1500 CCA - skirt mounted battery box with slide out tray, frame mounted.
Battery cut-off switch included.

BODY PANELS
Exterior 20 gauge galvanized- Interior 22 gauge Galvalume from belt line to seat rail

BRAKES
Drum air brakes front and rear. Bendix AD-9 heated air dryer. Heated automatic moisture ejector on wet tank. Automatic slack adjusters

BUMPER
Heavy duty front swept back style matching the hood shape. Rear bumper is 1.6 times stronger than triple profile bumpers. Bumper is formed in shape of roadside guardrail and is tucked into side skirts to prevent catching. 3/16" plate steel with .5369 sq. in. section modulus.

CLIP BOARD STORAGE
Convenient holder for clipboard, notebook, etc. right of driver.

COOLING SYSTEM
Aluminum core radiator equipped with Mylar tank for easy coolant level visibility. All radiator hoses are Gates heavy-duty hoses with constant torque spring clamps. Long life coolant protected to -40 (5 years/150, 00 miles) 25" cooling fan with 9 nylon blades with viscous fan clutch. Low coolant sensor light

CONSTRUCTION
Eight ply rubber body to frame insulators on each cross member. Double bolted body to frame clips. Stamped one-piece wheel wells to reduce dust and water leaks. 14 gauge Galvalume U shaped side skirt reinforcements. Two crash rails installed between interior and exterior roof panels. Roof bows extend below floor line. Interior floor bumper 2" steel plate. Rear body 14 gauge reinforcements. Dual 16 gauge Galvaneel roof rail stringers. Closed section, box type, rear corner post design. Automotive style firewall. Header system achieves 1100 lb. push out force for each window

CRUISE CONTROL
Switches dash mounted

CUP HOLDER
Dual (2) cup holders right of driver

DASH GAUGES
Speedometer, Odometer, Tachometer, Hour meter, Voltmeter, Oil pressure, Fuel, Trip meter, Ammeter, Water temperature, Transmission temperature, High-low beam indicator, turn signal indicators, low coolant light, low oil pressure or high coolant temperature warning light and buzzer

DEF TANK
12 gallon tank w/ hinged door

DIAGNOSTICS
SAE 9 pin diagnostics interface connector mounted under dash, electronic engine integral warning and derate protection system
Dash mounted diagnostic panel for electrical system
Multi-plex electronics

DRIVER'S COMMAND CENTER
Mounted left of driver with up to 24 rocker switches with LED backlighting for electrical equipment with rheostat control switch. Side-mounted driver's storage compartment. Charging outlet for cell phone.

DRIVELINE
SPL 100 Dana Spicer main drive line has computerized angle alignment. Lubed for life splines that are booted to prevent contamination from water and road debris. Iron flywheel housing.

ELECTRICAL SYSTEM
12-volt system with color-coded and numbered wiring with matched weatherproof connectors. All that passes through metal is grommeted. ECMs are chassis frame mounted. Automatic circuit breakers protected by solid-state technology. Switches are rocker type design and provide "Smart Switch" technology that can be repositioned without rewiring or reprogramming.

ENGINE
Cummins ISB 6.7 liter - 200 HP - 520 lb/ft torque in line 6 turbo diesel
1000 watt block heater w/ plug in mounted in bumper, heated fuel/water separator.
Viscous fan drive.
220 HP – 660 Torque…….add….$750.00

ENTRANCE & REAR DOORS
Air operated outward opening entrance door with keyed vandal lock system installed. Four inch header pad installed above door. 86" high clear opening. Assist hand rail at entrance steps. Rear door is located in center rear with 32" x 23" top glass and 32" x 14" bottom glass with protective shields to keep hands and fingers away from sliding components. Sliding bolt vandal lock included.

ESC
Electronic Stability Control is a computerized technology that improves a vehicle's stability by detecting and reducing loss of traction and skidding.

EXHAUST
Single right hand horizontal muffler with horizontal tail pipe

FENDERETTES
Mounted over rear wheel wells

FLOOR COVERING
5/8 Plywood floor covered with heavy-duty vinyl. All floor seam separations sealed and covered with durable rustproofed metal stripping. Cove molding along the wall. Molded rubber wheel housing covers**.** Rubber covered entrance step also have white nosing installed. Entire floor is sealed with adhesives

FRAME
Dual C channel main frames, full length made of 5/16" x 3" x 10 1/8" steel frame 120,000 PSI, powder coated finish. Class 8 truck type 7.5 "x 33.5" reinforced cross members. Tow hooks front and rear

FUEL TANK
60 gallon capacity safety mounted between frame rails and behind rear axle with protective cage and rear skid plate gives added protection against damage in the event the vehicle is backed over an object. Includes hinged fuel tank door.

GLOVE BOX & STORAGE
Large glove box located above driver.

GVWR (Gross Vehicle Weight Rating)
25,500 lbs.

HEATERS/DEFROSTER
93,000 BTU left front/defroster
53,000 BTU step well
Dual Rear Heaters: 84,000 BTU rear left side, 84,000 BTU mid bus.
Automotive style 4-speed front heater dash vents with automotive style electronic dash mounted controls**. Booster pump,** removable filters, shut off ball type valves.
Full width ducted air for windshield, driver's window and entrance door glass.
(2) Defroster fans mounted over driver's window and windshield.

HEADROOM
78" Interior height

HOOD
Sloping hood design for over the hood visibility at 11 ft. Splashguards are hood mounted for easy engine access. Grill is removable for easy serviceability and hood includes integrated plenum with two expulsion valves to remove moisture and contaminants

HORNS
Dual electric with center steering wheel activation

INSULATION/NOISE REDUCTION PACKAGE
1.5 "Fiberglass in ceiling, bulkheads, walls, 2" thick fire resistant thermo-bonded polyester insulation in rafter cavities, sound abatement package, and undercoating.
Acoustic ceiling above driver.

LETTERING
As required by Federal and State requirements in black block lettering including capacity, WILCOX - HILDRETH PUBLIC SCHOOLS in 6" black letters. Unit numbers as needed. Yellow reflective striping as required by state regulations.

LIGHTS
Halogen extended life headlights with daytime running lights, driver's dome light on separate switch, dual row of dome lights on separate switch.
LED Clearance/Marker- red rear/amber rear, back-up- clear, stop/tail- red.
LED Marker/Cluster-Per FMVSS
LED side mounted turn signals on fender and side panels
Warning - halogen eight lamp warning system flush mounted.
Stepwell light, skirt mounted entrance door light.
Strobe Light

MANUALS
Printed operator's maintenance manual including electrical troubleshooting guide, web based service and parts access. Line set ticket

MIRRORS
Open View 7" X 10" **Remote Control, heated – self defrosting review mirrors;** Heated cross-over mirrors with tripod bracket. Interior 6' x 30"

MUD FLAPS
Heavy Duty Front and rear

PAINT
Exterior painted National School Bus Yellow with black trim using lead free urethane PPG paint, interior painted light gray, undercoated chassis.

RADIO
AM/FM with six (6) deluxe roof mounted speakers. **PA included.**

ROOF HATCHES
(1) Transpec roof hatch installed in self-sealing pre-cut panels

RUB RAILS
Four (4) exterior side rub rails located at window level, seat level, floor, level, and bottom skirt. Seat rail is one piece formed to length, 14 gauge Galvalume. Sealed with Saf-T-Bond structural adhesive.

SAFETY EQUIPMENT
(2) Nebraska first aid kits, one mounted front and one at rear of bus. 5 lb chemical type fire extinguisher, moisture proof body fluid clean up kit, triangle safety kit.

SAFETY SOLENOID SWITCH
Single switch for complete shutdown of all heaters and radio at railroad crossings

SAF-T-VUE WINDOWS
Upper and lower pane 352 square inches, located in front of the entrance door to provide vision of the blind spot by the right front wheel without the use of a mirror**.**

SEAT/DRIVER
National high back adjustable **Air Ride** seat with three point retractable shoulder harness, dual armrests, and adjustable lumbar support.

SEAT/PASSENGER
Passenger seats covered with 42 oz. Proform leatherette fire block material and pivot cushion for cleaning. Powder-coated frames

STEERING
Full power steering. Gear driven hydraulic pump. 19”diameter padded full floating **tilt/telescoping steering wheel.**

STOP ARM
Power electrically operated stop arm with wind guard. Highly reflective and equipped with high intensity LED lights. Controlled by an electric switch and door operation in conjunction with 8 lamp warning system

SUSPENSION
9,000 lb. taper leaf with maintenance free rubber bushings and spring wear pads
21,000 lb. Hendrickson Air Ride

TIRES
(2) Bridgestone 11R22.5 front - 14 ply
(4) Bridgestone 11R22.5 M/S rear - 14 ply

TRANSMISSION
Allison 2500 PTS - 6 speed automatic O/D with Fuel Sense

CELL PHONE CHARGE PORT
Dual USB chargers located at driver’s dash for charging cell phone

VENTILATOR
Static type, non-closable

WHEELBASE
35 passenger = 158”

WHEELS
22.5 x 7.5-painted black 10-hole hub piloted
Chicago Rawhide oil wheel seals

WINDOWS
ABS automotive grade technology 12” high x25” wide opening split sash tempered glass. All side and rear passenger windows tinted, bonded, and banded. Tinted tempered push out windows**;** all interior and exterior window frames are flat black.

WINDSHIELD
Automotive style one piece, bonded, and curved, slanted to reduce glare and breakage and provide maximum vision. The tinted safety plate laminated glass provides 3362 square inches of windshield area.

WINDSHIELD WIPERS
Electric, intermittent 5 speed heavy duty wet arm wipers. Bottom mounted overlapping automotive style pattern resulting in 1537 square inches of wiped windshield for safety.

Wiper motor is accessible for service under engine hood.

WINTER FRONT COVER
Yellow snap on cover for grill

WARRANTY
Thomas/Freightliner comes standard with a 3 year/50,000 mile bumper to bumper warranty….the best in the industry!
Base: Limited 3 year bumper to bumper
Body: Limited 5 years on body
Engine: Limited 5 year/100,000 miles
Transmission: Limited 7 years/unlimited miles
Axles: Limited 5 years/unlimited includes king pins

ZONAR GPS TECHNOLOGY
Included as standard equipment
Provides remote diagnostics
Cummins Diagnostics Included **Free** for the 5-year warranty period

4063
Extra Duty and Extended Contract Assignments for Certificated Staff

This policy details the methods of payment for performance of extra duty and extended contract assignments by certificated staff members. Noncertificated staff should refer to their individual employment contracts regarding service hours and payment for extracurricular sponsorship activities which may be assigned to the employee by the district.

Extra Duty Assignments

Certificated staff members may be assigned extra duties such as coaching a sport, sponsoring a student club, or directing other extracurricular activities. Extra duty assignments shall be assigned at the discretion of the administration.

Full time certificated staff who are anticipated to work more than 1100 hours each school year are expected to work additional hours each month of the contract year in fulfillment of their extra duty assignments. Part-time certificated staff who are anticipated to spend fewer than 1100 hours in their regular teaching assignments each school year must track the hours they spend on extra duty assignments and submit those hours to the district bookkeeper monthly.

Certificated staff covered by the collective bargaining agreement between the board and the local education association will be paid the salary amounts set in that contract for performance of their extra duties.

Subject to the other provisions of this policy, certificated employees assigned to extra duty assignments shall be paid in 12 equal installments beginning with the first regular pay period of the contract year in which the services will be rendered. The payment for exempt employees assigned extra duty sponsorship duties after the beginning of their contract for a given school year shall be distributed evenly across the remaining pay periods for the school year beginning with the first pay period following the assignment.

Certificated employees who are assigned extra duties will be informed of that assignment in an assignment letter.

In addition to their regular teaching duties, teachers with extra duty will render service hours toward the performance of each of their extra duty assignments throughout the entirety of the contract year. This time should include tasks such as: continuously reviewing best practices for coaching/sponsoring your extra duty; determining any off-season professional

development or meetings which you should attend; determining any pre-season or pre-event camps or activities which students should attend; supervising selected pre-season camps or activities; creating records and completing paperwork related to the extra duty; communicating with selected media outlets about the extra duty; training and preparing students prior to the beginning of the competition/activity/event schedule; reviewing or planning the competition/event schedule; studying film, selecting music or scripts, designing sets and costumes, arranging choreography and otherwise preparing for the competition or season; scheduling student meetings and events; actively supervising participating students before, during and after the season/event; study of best practices in sportsmanship and student character growth; and any other identified duties.

In the event a certificated staff member is assigned an extra duty assignment after the beginning of the school year in which the activity occurs, the district will report the extra duty pay and hours to the Nebraska State Retirement System beginning in the month when the teacher undertakes his/her assignment.

In the event a certificated staff member's overall employment and/or extra duty assignment is terminated prior to the end of the school year, he/she will not be paid any remaining amounts for extra duty service and those hours will not be reported to the Nebraska State Retirement System.

Extended Contract Days

If a certificated staff member is assigned extended contract days, that assignment shall be included in his/her individual employment contract with the board of education. Staff shall be compensated for assigned extended contract days at the individual employee's daily contract rate calculated by dividing his/her regular salary by the number of contract days set by the board for all certificated teaching staff.

[OPTION 1]
Unless otherwise directed by the administration, extended contract days shall be completed prior to the first regular duty day for teachers for the impending contract year. Teachers must document their completion of extended contract days on the form provided by the office and submit that form to their direct supervisor at the end of each month.

[OPTION 2]
Unless otherwise directed by the administration, extended contract days shall be completed after the last regular duty day for teachers. Teachers must document their completion of extended contract days on the form provided by

the office and submit that form to their direct supervisor at the end of each month.

Payment for Extended Contract Days

[OPTION 1]

Teachers assigned to extended contract days shall be paid for that assignment in 12 equal installments beginning with the first regular pay day of the contract year in which the services are rendered.

[OPTION 2]

Payment for extended contract days will be made in the pay period following the date on which the extended contract days are completed.

Adopted on: _____
Revised on: _____
Reviewed on: _____

DAYCARE LEASE AGREEMENT

This Agreement is made by and between _____ **County School District No. _____**, commonly known as **_____ Public Schools**, a Nebraska political subdivision ("Lessor" or "District"), and **_____,** a duly licensed childcare provider ("Lessee").

WHEREAS, an important role and mission of the District is to enhance community involvement with the District and to enable community use of District facilities consistent with state law and board policy;

WHEREAS, the District is authorized to lease its facilities;

WHEREAS, Lessee desires to lease certain space from the District in accordance with terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **Leased Premises.** The District leases to the Lessee the following school facility ("Leased Premises"): _____.

2. **Parking.** Parking is only available as space permits, and the District does not guarantee parking will be available on District property. Parking is not included as part of the "Leased Premises," and the District may at any time restrict the use of its parking spaces to attendees of District events and programs.

3. **Use of Leased Premises.** Lessee shall use the Leased Premises for a licensed Child Care Center as that term is defined under Nebraska law and the Nebraska Department of Health and Human Services regulations. Lessee shall not use the Leased Premises for any other purpose without the prior written consent of the District's Board. Lessee may use the Leased Premises on the terms and conditions specified herein. Lessee understands and agrees that it will not exercise the rights granted to it by the District in such a way as to interfere with or adversely affect (1) any other property of the District or (2) the operation and control of any of the programs of the District. Lessee will not permit the Leased Premises to be used in any manner contrary to the legitimate educational interests of the District.

4. **Government Regulations.** Lessee shall be licensed through the Nebraska Department of Health and Human Services at all times as a Child Care Center and shall at all times comply with any and all applicable state regulations including, but not necessarily limited to, Title 391 Nebraska Administrative Code, Chapter 3. Failure to maintain such licensure/certification or to comply with the applicable regulations shall authorize the Lessor to terminate this Agreement. Lessee will also promptly comply with and carry out all legal or justifiable orders, requirements, or conditions now or hereafter imposed upon

Lessee by the ordinances, laws, and/or regulations of the State or municipality in which the Lease Premises are located, insofar as they are occasioned by or required in the conduct of the business of Lessee.

5. **Control and Supervision.** Lessee shall be responsible for the supervision and safety of the children whom it serves, its employees, and the parents and other persons who visit Lessee. Lessee shall exercise that degree of control and supervision as is necessary to manage the Leased Premises effectively. Such control and supervision will include the enforcement of rules and regulations for the safety of persons who visit or use the Leased Premises.

6. **Furniture, Equipment, and Supplies.** The District will provide the following furniture, equipment, and supplies: _____. Lessee shall provide all other furniture, equipment, and supplies necessary for its operation.

7. **Use of Leased Premises by Other Persons or Organizations.** Lessee may not allow other parties not subject to this Agreement to use the Leased Premises. Lessee will abide by District policies and will require all third parties using the Leased Premises to also comply with such policies or resolutions.

8. **Maintenance and Cleaning.** _____ shall be responsible for the maintenance and cleaning of the Leased Premises. Lessee shall at all times maintain the Leased Premises in good condition subject to such reasonable standards as the Board may adopt from time to time.

9. **Utilities.** The Lessee shall provide and pay for all utilities for the building in which the Leased Premises are located except for heat, which shall be provided by Lessor.

10. **Access to Leased Premises.** The District grants to Lessee the right of access across its property for purposes of access to the Leased Premises and will also permit such access to all other persons who are authorized by Lessee to use the Leased Premises.

11. **Term.** This Agreement shall remain in full force and effect from August 1, 2021, to July 31, 2022, unless sooner terminated or modified by mutual agreement of the parties. Any termination or modification must be preceded by thirty (30) days written notice. The term of this Agreement may be extended for any further term or terms as the parties may from time to time mutually agree. Upon termination of this Agreement, the rights of Lessee shall terminate, and all rights granted to Lessee hereunder shall revert to the District. A multitude of other issues may be involved, some of which are unknown at this time.

12. **Rent.** Lessee agrees to pay rent at the rate of _____ per month. The first such payment shall be due on or before August 1, 2021, and subsequent monthly payments shall be due on or before the 1st day of each month thereafter as long as the lease remains in effect. Failure to pay rent on a

timely basis will constitute a material breach of this Agreement and constitutes grounds for immediate termination of the Agreement without notice as otherwise required in this Agreement.

13. **Daycare Slot Preference.** As additional consideration for this Agreement, Lessee agrees to provide priority placement for daycare placement for the children of District employees. District employees shall pay the regular rate for the daycare placements.

14. **Alterations.** Lessee shall not remodel, alter, or change the Leased Premises without the prior written consent of the District. Prior to making any alteration requiring District's consent, Lessee shall submit plans for such alteration to the District for the District's review and approval. Costs relating to any alteration to the Leased Premises by Lessee with the consent of the District shall be paid by Lessee unless the District and Lessee otherwise agree in writing.

15. **Signs.** Lessee must obtain the District's prior written consent before installing any sign on District property or the Leased Premises. All signs shall comply with all applicable local, state, and federal laws and ordinances, and the requirements of the District.

16. **Ownership.** The Leased Premises and all improvements relating thereto, including any replacement thereof, shall at all times be and remain the sole and exclusive property of the District. Lessee shall have no right, title or interest therein or thereto; provided, however, Lessee's personal property located in or on the Leased Premises shall remain the property of Lessee.

17. **District's Personal Property.** Any personal property of the District which is brought into the Leased Premises by virtue of the District's use of the Leased Premises shall remain the property of the District.

18. Destruction by Fire or Elements.

18.1. **Repair or Rebuilding.** In the event of fire or other casualty, Lessee shall give immediate notice thereof to Lessor, who shall, unless the improvements on the Leased Premises be so damaged that Lessor shall decide not to reconstruct, thereupon cause the damage to be promptly repaired with the insurance proceeds or otherwise. If the improvements are so damaged that Lessor should decide not to repair or reconstruct the same, then this Lease Agreement shall cease and the Rent that has been paid by the Lessee for the year in which the fire or other casualty occurred, shall be refunded by the Lessor to the Lessee on a pro-rata basis for the year up to the time of the fire or other casualty, which after payment thereof to the Lessee, neither party shall have any further obligation to the other party hereunder. If Lessor elects not to rebuild, notice to Lessee shall be given prior to sixty (60) days after the occurrence of the damage. If Lessor notifies Lessee of its decision to rebuild, rent during the restoration of the Premises and until their full

use is again available, Lessee shall be given a refund on a pro-rata basis to correspond to the amount of usable space available to Lessee during the period of reconstruction, however after restoration is completed, the full rent shall be resumed.

18.2. Waiver of Subrogation. Any provisions herein to the contrary notwithstanding, Lessor and Lessee mutually agree that, in respect to any loss which is covered by insurance then being carried by either of them respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss, to the extent reimbursed by such insurance.

19. **Default.** Lessee shall be in default under this Agreement if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after Lessee receives written notice of such breach or failure to perform from the District; or, if such breach cannot reasonably be cured within such 30-day period, and Lessee fails to commence to cure such breach within such thirty (30) days after notice from the District or fails to proceed diligently to cure such breach within a reasonable time thereafter.

19.1. Upon the occurrence of an event of default, the District may, in addition to any other remedy or right given by law, terminate this Agreement by delivery of written notice of such termination to Lessee and, thereupon, the District may enter the Leased Premises or any portion thereof, upon the dates specified in such notice; and the District shall be entitled to retake possession of the Leased Premises. If the District elects to terminate the agreement as provided in this paragraph, Lessee shall forfeit all rights relating to the Leased Premises.

19.2. No remedy herein conferred upon or reserved to the District is intended to be exclusive of any other remedy herein or any remedy provided or permitted by law; but each shall be cumulative, shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.

20. **Assignment and Subletting.** Lessee shall not assign any rights in this agreement or sublet the Leased Premises without the express written consent of the Board.

21. **Insurance.** At its own expense and to the fullest extent allowed under law, Lessee shall furnish and maintain at least the following minimum insurance policies in force, which policies shall comply with the following minimum requirements:

21.1. **Commercial General Liability Insurance**

21.1.1. Coverage shall be no less broad than the ISO CG 00 01 coverage form.

21.1.1.1. Limits shall be no less than $1,000,000 per occurrence and no less than $2,000,000 general aggregate.

21.1.1.2. Lessee shall waive subrogation in favor of the District.

21.1.1.3. Additional Insured Status:

21.1.1.3.1. To the fullest extent of coverage allowed under applicable law, the District shall be included as an additional insured for any and all liability arising out of Lessee's services and work, this Agreement, and the daycare. Additional Insured status shall apply to both ongoing and completed operations.

21.1.1.3.2. Additional Insured status must be maintained for the period of time Lessee may be held legally liable for its services or work.

21.1.1.3.3. Coverage shall apply on a primary and non-contributory basis.

21.1.2. **Workers' Compensation/Employer's Liability Insurance**

21.1.2.1. Workers' Compensation in accordance with applicable state law.

21.1.2.2. Employer's Liability Insurance limits shall not be less than $500,000.

21.1.2.3. Lessee shall waive subrogation in favor of the District.

21.1.3. **Coverage for Child Abuse and Molestation**

21.1.3.1. Lessee shall secure and maintain coverage for claims arising from or related to child abuse and molestation, whether as part of Lessee's general liability coverage, through a professional liability insurance policy for childcare providers, or otherwise.

21.1.3.2. Limits shall be no less than $1,000,000 per occurrence and no less than $1,000,000 in the aggregate.

21.1.3.3. Coverage shall be maintained for at least five years following the termination of this Agreement.

21.2. **Lessee's Additional Insurance Obligations.**

21.2.1. Lessee shall deliver to the District certificates of insurance evidencing all of the required insurance coverages and endorsements described above.

21.2.2. Lessee (or its insurance carrier) must provide written notice to the District no less than 30 days prior to any cancellation or non-renewal of Lessee's insurance coverage.

21.2.3. Any self-insured retention on any of the required coverages must be clearly disclosed on the certificates of insurance and are subject to the District's written approval.

21.2.4. The District has the right to require a proper form of collateral for any self-insured retention.

21.2.5. Lessee's insurance, whether or not specified or required herein, shall be primary to any insurance maintained by the District.

21.2.6. Lessee's insurance carriers must have an A.M. Best rating of not less than A- VIII.

21.2.7. The District has the right to receive copies of any of Lessee's insurance policies upon written request.

21.2.8. The District's acceptance of Lessee's certificate of insurance does not relieve any of Lessee's responsibilities under this Agreement and shall not constitute a waiver of Lessee's obligation to provide insurance as required by this Agreement.

21.2.9. The District has the right, but not necessarily the obligation, to declare Lessee's failure to fully comply with these insurance requirements a material breach of Lessee's obligations hereunder.

21.2.10. All of the coverage limits stated herein are minimum insurance limits and shall not be construed in any way to limit the liability of Lessee. By way of example and not limitation, Lessee expressly acknowledges (1) that Lessee is solely responsible for procuring property insurance coverage for all of its personal property and the contents of the Leased Premises, (2) that

Lesses bears all risk of losses to Lessee's personal property and the contents of the Leased Premises, and (3) the District shall have not obligation whatsoever to Lessee to compensate Lessee for losses arising from or related to losses to Lessee's personal property and/or the contents of the Leased Premises.

22. **Notices.** Notices required under this Agreement shall be sufficient if in writing and if personally delivered or mailed by certified mail, return receipt requested to the addressee at its address listed below:

22.1. District: _____ Public Schools
Attn: Superintendent
[ADDRESS]
[CITY, STATE, ZIP]

22.2. Lessee: _____
Attn:_____
_____
_____

23. **Indemnification.** Lessee expressly agrees that it will hold harmless, defend, and indemnify the District, its employees, agents, board members, and representatives, against any and all claims, including without limitation any and all demands, rights, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, losses, expenses, and causes of action (hereinafter, "Claims") that arise out of, are related to, or are in connection with this Agreement, the childcare facility, Lessee's performance hereunder, and/or Lessee's conduct at or related to Leased Premises.

24. **Independent Contractor Relationship**. Nothing herein shall be construed to create an employment relationship between the District and Lessee, it being expressly understood that at all times that Lessee is and shall remain an independent tenant of the District's property. This Agreement does not render Lessee an employee, partner, agent, representative, member, or joint venture of or with the District. Neither Lessee nor any of its employees or subcontractors shall have any claim against the District or any of its related or affiliated entities for any employment benefits whatsoever, including without limitation vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Lessee retains sole and absolute discretion in the manner and means of carrying out Lessee's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

25. **Drug/Alcohol/Tobacco/Weapons Free Workplace.** Lessee and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska

law, during the term of this Lease while on District premises or at District related functions. Lessee and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on District property or at District related functions. Lessee and all subcontractors, if any, also shall adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on District premises or at District related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate Lessee, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

26. **Nondiscrimination.** Lessee and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

27. **Employment Eligibility Verification.** Lessee shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If Lessee employs or contracts with any Subcontractor in connection with this Agreement, Lessee shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

28. Applicable Law. This Agreement shall be governed by the laws of the State of Nebraska.

29. **Amendment.** Any amendments to this Agreement shall be valid only upon the mutual agreement of the District and Lessee and when reduced to writing.

Lessor-District	Lessee
By: _____	By: _____
Board President	Title:_____
Date: _____, 2021	Date: _____, 2021

FACILITY LEASE AGREEMENT: DAYCARE

_____ PUBLIC SCHOOLS

THIS AGREEMENT is made and entered into by and between the Board of Education of _____ County School District No. _____, commonly known as _____ Public Schools, (referred to respectively herein as the "Board" and the "District") and _____, a Nebraska Corporation operating a licensed daycare (referred to herein as "Daycare").

WHEREAS, the Board considers it to be a benefit to the District staff and students to have high quality early childhood care and educational opportunities available to children of the District; and

WHEREAS, the Board has the legal authority to permit use, upon such terms and conditions as it determines, of any District property at times when it is not needed for District use, including in support of prekindergarten programs, programs established by the Child Care Licensing Act, and others as permitted by law;

WHEREAS, the Board believes that the presence of Daycare and the availability of those services will make the District more attractive to parents and staff, will enhance the enrollment and attendance of the District, will improve outcomes of students who enroll in the District, and will improve the viability of the District and community;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. **Leased Premises.** The District leases the following described property, and use of other property and resources specifically described in other sections of this Agreement, to Daycare: _____; a dedicated greenspace; proximate restroom facilities; the non-conflicting use of the playground or other district facilities upon request; and other property specifically enumerated herein (the "Leased Premises").

2. **Use of Leased Premises.** Daycare shall use the Leased Premises for the operation of its childcare programs and activities, consistent with its operating license. Daycare shall not use the Leased Premises for any other purpose without the prior consent of the Board.

3. **Non-Interference and Legal Compliance.** Daycare may use the Leased Premises on the terms and conditions specified herein. Daycare understands and agrees that it will not exercise the rights granted to it by the District in such a way as to interfere with or adversely affect (1) any other property of the District or (2) the operation and control of any of the programs or operations of the District. Daycare will not permit the Leased Premises to be used in any manner contrary to the educational interests of the District or any applicable law.

4. **Priority in the Event of Conflicts.** If there is a conflict in the scheduling or use of the Leased Premises or any other District facilities Daycare wishes to use, the District shall have priority regarding their use.

5. **Control and Supervision.** Daycare shall be responsible for the supervision and safety of the children it serves, its employees, and the parents and other persons who visit the Leased Premises for Daycare purposes. Daycare shall exercise that degree of control and supervision as is necessary for the effective management and use of the Leased Premises. Such control and supervision may include the enforcement of rules and regulations for the safety of persons who visit or use the Leased Premises, so long as they do not conflict with the rules, policies, regulations, and other laws applicable to the District. A copy of all Daycare rules and regulations shall be provided to the District at all times during the term of this Agreement, and Daycare agrees to provide all changes to rules and regulations to the District within 7 days of the effective date of the change(s).

6. **Furniture, Equipment and Supplies.** The District will provide the Leased Premises to Daycare in a furnished condition, so that it is ready for use at the beginning of the lease term. The District will ensure that the Leased Premises have the appropriate paint, flooring, fencing, and other physical requirements for Daycare's uses of the premises, the costs of which to be paid by the District unless the parties agree otherwise. The District will provide tables, chairs, desks, and similar items. Daycare and its owners, representatives, and agents will collaborate with assigned District staff to ensure the Leased Premises are ready for use. Daycare will supply all other equipment, supplies, and consumable items needed for its uses of the Leased Premises.

7. **Use of Leased Premises by Other Persons or Organizations.** Daycare may not allow other parties not subject to this Agreement to

use the Leased Premises. Daycare will abide by all District policies, regulations, and rules, and will require any employees, representatives, agents, and contractors using the Leased Premises to comply with such policies, regulations, and rules.

8. **Maintenance and Repair.** The District shall be responsible for the maintenance of the physical spaces in the Lease Premises. Daycare shall at all times maintain the Leased Premises in good condition subject to such reasonable standards as the Board may adopt from time to time, and shall timely request any necessary maintenance or repairs of the physical spaces by notifying the Superintendent of the District or his or her designee, such as the District's head custodian. The District will provide lawn services and snow removal services.

9. **Cleaning**. Daycare will perform all required and necessary cleaning of the Lease Premises. Daycare may contract for cleaning services only with the written approval of the Superintendent of the District.

10. **Licensure.** Daycare will be solely responsible for applying for, obtaining, and maintaining all necessary licenses, permits, and other requirements for operating a childcare program and any of its other programs, as required by local, state, and federal law. Daycare will provide the District with proof of licensure and ability to operate the Leased Premises as outlined herein within 30 days of the first day of the term of this Agreement. If Daycare fails to provide proof of licensure and operability, or at any time loses one or more required license or permits necessary to operate some or all of its programs, the District may cancel this Agreement immediately upon written notice to Daycare.

11. **Food Service.** Daycare will be responsible for providing or contracting for the provision of its food, snacks, and other nutrition needs and requirements. Daycare may contract with the District for food services as permitted by law and upon agreement of both parties. Daycare may use the District's food service facilities on a schedule approved by the Superintendent of the District, including during the summer months when the District is not generally operating its food service program. The use of the District's food service facilities and equipment during those times are subject to all applicable provisions of this Agreement, including cleaning obligations. If Daycare uses a contractor and not its own employees, Daycare must get the written approval the Superintendent of the District. Daycare's employees and/or third-party

contractors must comply with all applicable laws, regulations, and building rules that govern Daycare and the District.

12. **Utilities.** The District shall provide and pay for any electricity, gas, heat, water, sewer, and other utilities needed for use of the Leased Premises, and the costs for those utilities have been factored into the consideration contained herein.

13. **Access to Leased Premises.** The District grants to Daycare the right of access across its property for purposes of access to the Leased Premises, including its parking lot, and will also permit such access to all other persons who are authorized by Daycare to access the Leased Premises for permissible purposes contained herein. However, at all times when the District's programs and activities are occurring, Daycare will limit outside individuals' access to District property by using only entry points designated by the District into the Leased Premises. Daycare will ensure any individual visiting the Leased Premises or other areas as permitted by the District use only the designated entry, and the District may ask the Daycare to maintain a record or log of all visitors to any District property, except for routine drop off/pick up and pre-scheduled parental visits to the Leased Premises.

14. **Term, Renewal, and Termination.** This Agreement shall remain in full force and effect from August 15, 2021 to August 14, 2022, unless sooner terminated or modified by mutual agreement of the parties or the terms of this Agreement. Unless the District provides 90 days' written notice to Daycare, this Agreement will automatically renew for another one-year period covering the same dates. The District may terminate this Agreement for any reason, at any time, with 90 days' notice to Daycare. This is in addition to any other basis to terminate the Agreement provided herein, including default. Daycare may terminate this agreement upon 60 days' written notice to the Superintendent of the District. Upon termination of this Agreement, the rights of Daycare shall terminate and all rights granted to it hereunder shall revert to the District.

15. **Cost of the Lease.** The cost of the lease for the term shall be $500.00 per month. The cost of the lease for future terms, if any, will be negotiated by the District and Daycare. The rent payment shall be made on or before the 15th day of each month. The District will designate a person and method for receipt of the payment and inform Daycare of that information before the due date of the first payment.

16. **Alterations.** Daycare shall not remodel, alter, or change the Leased Premises without the prior written consent of the District. Prior to making any alteration requiring District's consent, Daycare shall submit plans for such alteration to the District for the District's review and approval. Costs relating to any alteration to the Leased Premises, beyond those items already covered by this Agreement, shall be paid by Daycare unless the District otherwise agrees in writing.

17. **Signs.** Daycare must obtain the District's prior written consent before installing any sign on District property or the Leased Premises. All signs shall comply with all applicable local, state, and federal laws and ordinances and any requirements of the District.

18. **Ownership.** The Leased Premises and all improvements relating thereto, including any replacement thereof, shall at all times be and remain the sole and exclusive property of the District. Daycare shall have no right, title, or interest therein or thereto; provided, however, Daycare's personal property located in or on the Leased Premises shall remain the property of Daycare.

19. **District's Personal Property.** Any personal property of the District which is brought into the Leased Premises by virtue of the District's use of the Leased Premises shall remain the property of the District.

20. **Event of Default.** Daycare shall be in default under this Agreement if it breaches, defaults on, or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder and such breach, default or failure to perform continues for a period of thirty (30) days after Daycare receives written notice of such breach or failure to perform from the District; or, if such breach cannot reasonably be cured within such thirty (30) day period, and Daycare fails to commence to cure such breach within such thirty (30) days after notice from the District or fails to proceed diligently to cure such breach within a reasonable time thereafter.

    a. Upon the occurrence of an Event of Default, the District may, in addition to any other remedy or right given by law, terminate this Agreement by delivery of written notice of such termination to Daycare and, thereupon, the District may enter the Leased Premises or any portion thereof, upon the dates specified in such notice; and the District shall be entitled to retake possession of

the Leased Premises completely and immediately. If the District elects to terminate the Agreement as provided in this paragraph, Daycare shall forfeit all rights relating to the Leased Premises.

b. No remedy herein conferred upon or reserved to the District is intended to be exclusive of any other remedy herein or any remedy provided or permitted by law; but each shall be cumulative, shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.

21. **Assignment.** Daycare shall not assign any rights in this Agreement without the express written consent of the Board.

22. **Insurance.** Daycare shall maintain, at its sole cost and expense, all required or necessary insurance, including liability insurance to protect against liability incident to the use of or resulting from any accident occurring in, on, or about the Leased Premises. The minimum coverage under such insurance shall be $1,000,000 per individual and $5,000,000 in the aggregate per occurrence. Daycare agrees to cause the District to be named as an additional insured on the liability policy described in this paragraph, and shall take any other action which is necessary to obtain a waiver of subrogation from the insurer such that neither Daycare nor the District shall be liable to the insurer for negligence. The District will maintain at its own cost all insurance required by law and procured by the Board.

23. **Use of Parking Lot.** Daycare shall have the use of the parking lot(s) which adjoins the Leased Premises and District property. Daycare may permit those persons using the Leased Premises to use the District's parking lot at such times as the lot, or some portion thereof, is not required for school functions or activities, subject to the conditions that the District shall retain priority with respect to the use of the lot, and may prescribe reasonable rules pertaining to use of the lot by Daycare and its invitees, including plans and schedules for drop off and pickup.

24. **Amendment.** Any amendments to this Agreement shall be valid only upon the mutual agreement of the District and Daycare and when reduced to writing.

25. **Yearly Review.** The District and Daycare agree to review the terms of this Agreement and consider any amendments either party may propose at least annually in March, or at any other such time as they may choose.

26. **Protection of Reputation.** It is here written that both parties agree to a non-disparagement or protection of reputation clause and hereby take measures to resolve any conflict by the proper liaisons appointed.

_____	_____
DAYCARE	DISTRICT
By: _____	By:_____
Authorized Representative	President, Board of Education
Dated _____, 2021.	Dated _____, 2021.

Board Meeting January 2022

Girls Basketball is 7 and 7. They won the Hampton holiday tournament.

Boys Basketball is 0 and 14. They have some good match ups coming up so hopefully they will get in the win column.

Wrestling team continues to have a good season placing wrestlers at most meets. Logan Knaus began wrestling this weekend.

FKC BB Tournament is being held in Minden this year due to heating issues at Viero.

FKC WR is being held in Amherst

Esports is finishing up the winter season competing in Mario Kart 8. Practice and competition times are difficult to schedule. The team won their first match a week ago.

Speech season is beginning for us. We have 3 students participating and they are hoping a couple more will join.

Junior High BB at Pleasanton has been moved from Feb. 16th to Feb. 2nd. Starting time 1:00 p.m. Change was made due to a conflict with the Cattlemens' Classic taking place that day.

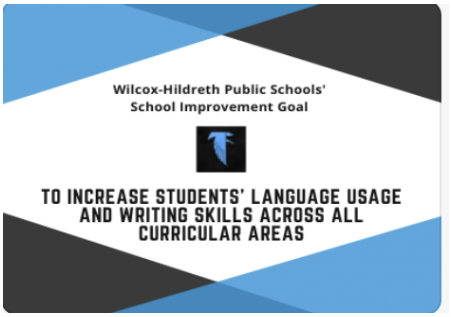
Wilcox-Hildreth Public School Continuous Improvement Plan Update

The teachers in our district have been working diligently for the past couple of years by analyzing student performance data and developing a district wide plan based on the greatest needs of the district. This plan is established to implement a district wide goal which all teachers can implement in their classrooms in order for students to find success. Our district uses the Nebraska Model of Continuous Improvement for this process. This model is intended to assist Nebraska schools in developing and carrying through school improvement initiatives that may be in progress in each district.

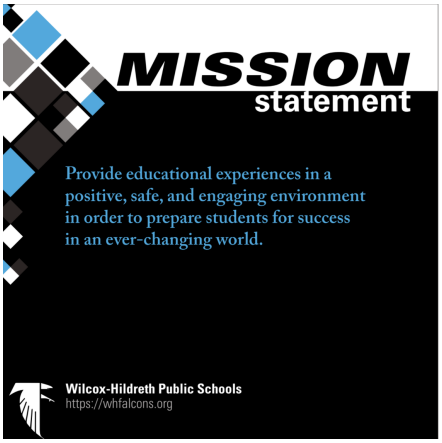
As stated in Rule 10, Section 009.01A: "*The school system develops and implements a continuous school improvement process to promote quality learning for all students. This process includes procedures and strategies to address quality learning, equity, and accountability."* And further is explained in009.01B *"The school improvement process includes a visitation by a team of external representatives to review progress and provide written recommendations. A copy of the written recommendations is provided to the Department. The external team visits are conducted at least once each five years."*

This article is intended to give all stakeholders a brief update and overview of the work that is taking place in the district that meets the requirements of the Nebraska Model of Continuous Improvement. This plan is a five year process, and our district is currently in the 3rd year. The final part of the article shares the current district MAP comparison data from Fall 2021 to Winter 2021 performance.

Year 1: 2019-2020
*District data was reviewed to determine a school improvement goal:
<u>School Improvement Goal:</u>
Increase student's language usage and writing skills across all curriculum areas.



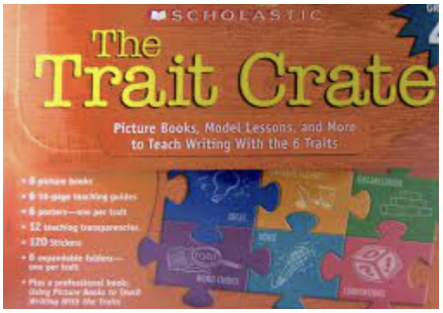
*Reviewed/updated the district mission statement:
<u>Wilcox-Hildreth Public School's Mission Statement:</u>
Provide educational experiences in a positive, safe, and engaging environment in order to prepare students for success in an ever-changing world.



*Analyzed current writing curriculum.

Year 2: 2020-2021

*Teachers identified a consistent writing rubric and writing curriculum. All teachers were trained on the 6 Traits of Writing and how to use the writing rubric.



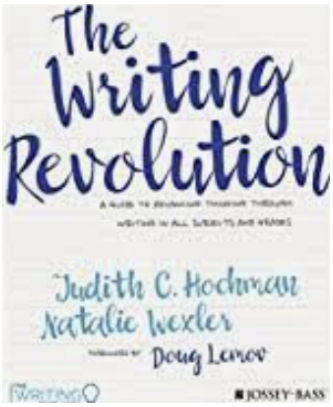
Year 3: 2021-2022

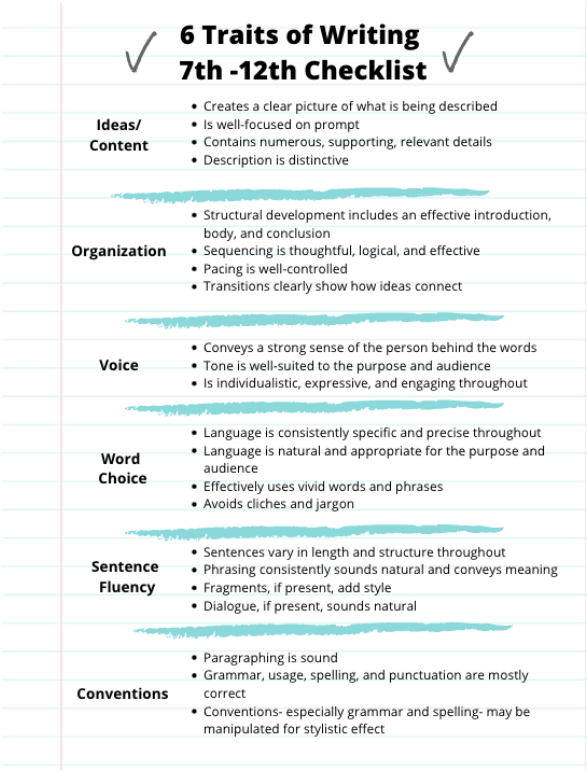
*All teachers took part in training on how to implement more writing into lessons at the beginning of the school year based on the book *The Writing Revolution*.

*K-8 grade ELA teachers will utilize the 6 Traits of Writing crates purchased by the district to teach the writing process

*All teachers will provide short writing activities based on content of the class subject throughout the school year.

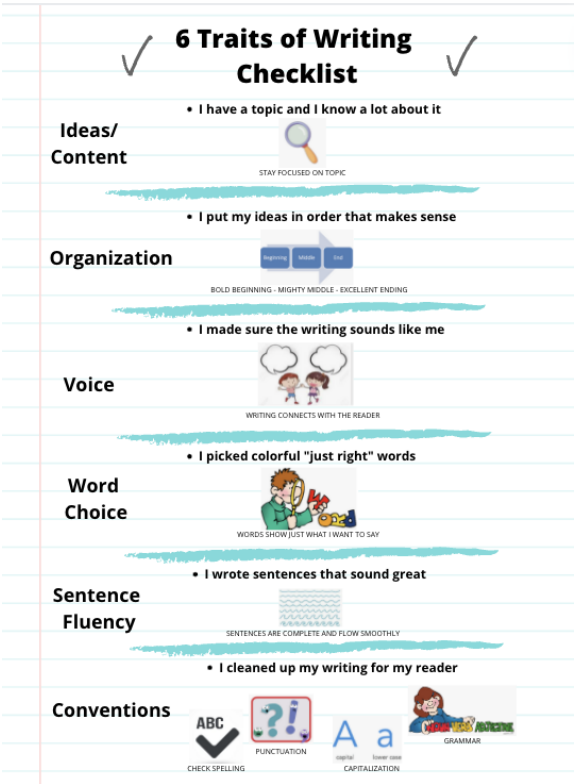
*6 Traits Writing anchor charts will be posted and utilized in each classroom. (See examples below)





6 Traits of Writing 7th -12th Checklist

Ideas/ Content	• Creates a clear picture of what is being described • Is well-focused on prompt • Contains numerous, supporting, relevant details • Description is distinctive
Organization	• Structural development includes an effective introduction, body, and conclusion • Sequencing is thoughtful, logical, and effective • Pacing is well-controlled • Transitions clearly show how ideas connect
Voice	• Conveys a strong sense of the person behind the words • Tone is well-suited to the purpose and audience • Is individualistic, expressive, and engaging throughout
Word Choice	• Language is consistently specific and precise throughout • Language is natural and appropriate for the purpose and audience • Effectively uses vivid words and phrases • Avoids cliches and jargon
Sentence Fluency	• Sentences vary in length and structure throughout • Phrasing consistently sounds natural and conveys meaning • Fragments, if present, add style • Dialogue, if present, sounds natural
Conventions	• Paragraphing is sound • Grammar, usage, spelling, and punctuation are mostly correct • Conventions- especially grammar and spelling- may be manipulated for stylistic effect



6 Traits of Writing Checklist

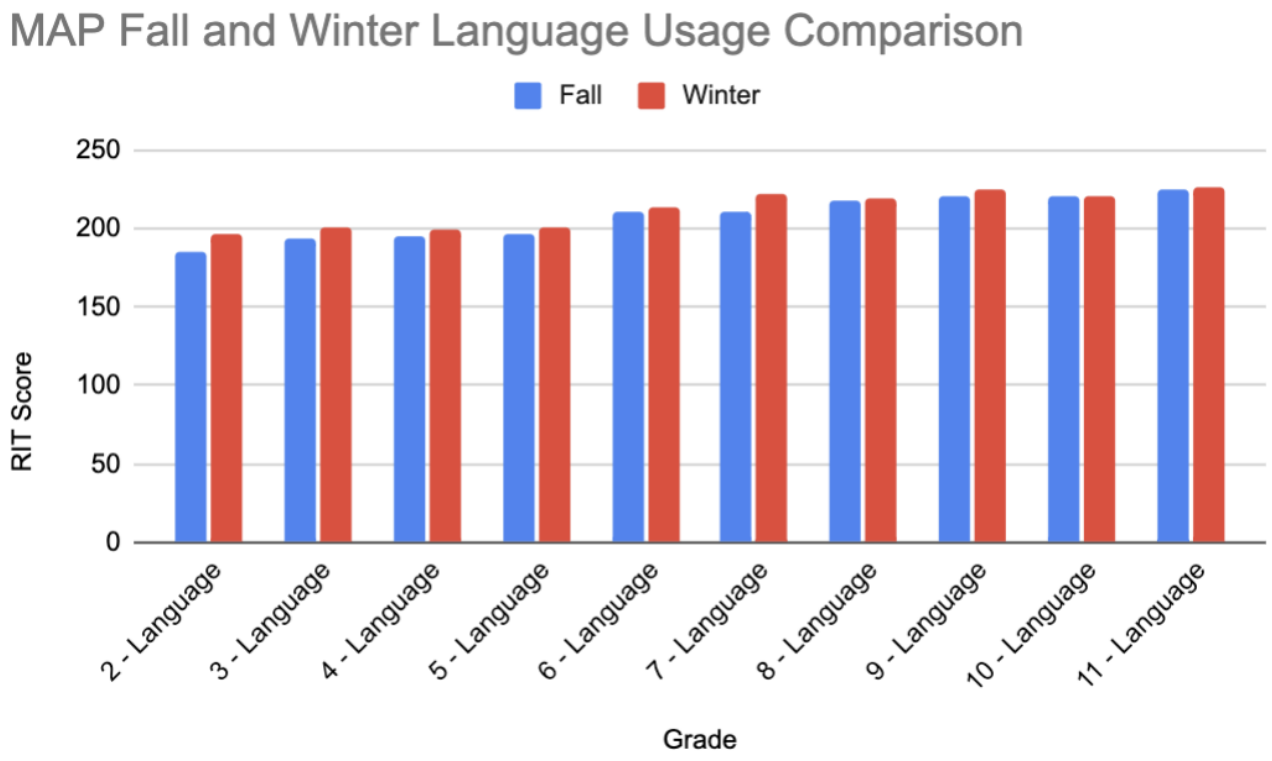
Ideas/ Content	• I have a topic and I know a lot about it STAY FOCUSED ON TOPIC
Organization	• I put my ideas in order that makes sense BOLD BEGINNING - MIGHTY MIDDLE - EXCELLENT ENDING
Voice	• I made sure the writing sounds like me WRITING CONNECTS WITH THE READER
Word Choice	• I picked colorful "just right" words WORDS SHOW JUST WHAT I WANT TO SAY
Sentence Fluency	• I wrote sentences that sound great SENTENCES ARE COMPLETE AND FLOW SMOOTHLY
Conventions	• I cleaned up my writing for my reader CHECK SPELLING · PUNCTUATION · CAPITALIZATION · GRAMMAR

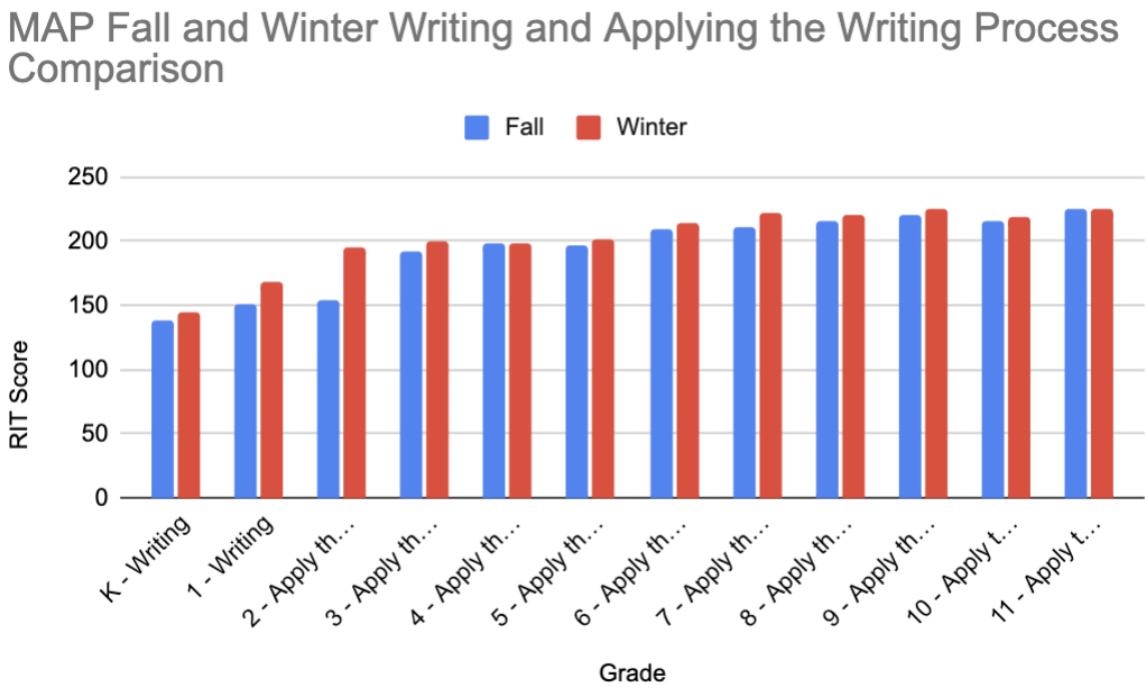
Year 4: 2022-2023
*Writing implementation plan from Year 3 continues and reviewing the Language Usage and Writing data.

Year 5: 2023-2024
*Writing implementation from Year 4 continues and reviewing the Language Usage and Writing data.

*External visit review and report presented.
****
Reviewing student performance on a regular basis is a large part of the continuous improvement process. Student performance data gives teachers information to know if the instruction and the continuous plan is helping to improve students' performance. Although several different pieces of student performance are reviewed by teachers, the MAP testing data has been a consistent piece to the school improvement plan.

Since our district's goal is to *improve language usage and writing skills in all curricular areas,* the following information is focused on the Language Usage section of the MAP test. K-11th graders are given the MAP test three times a year. The Language Usage and the subskills of composing sentences and paragraphs, and proofreading and editing is only given in grades 2nd through 11th. Kindergarten through 11th grade are given the writing piece of the MAP test. The data shows the growth in students' skills from the beginning of this school year to December of this year. The same tests will be given this spring, and the results will be shared as well.





The current MAP data shows the progress in the language usage and writing skills MAP test for each grade level from Fall 2021 to Winter 2021. Teachers continue to work efficiently to carry out the continuous improvement plan in order to reach the district's continuous improvement goal.

If you have any questions about the ongoing implementation of the school improvement plan or your child's individual progress of language usage and writing, please don't hesitate to reach out to your child's teacher or anyone on the administration team.

As a district, we will continue to keep all stakeholders informed of the progress of our district's goals throughout the next few years of implementation.

DECEMBER 21-22
WALKTHROUGH REPORT

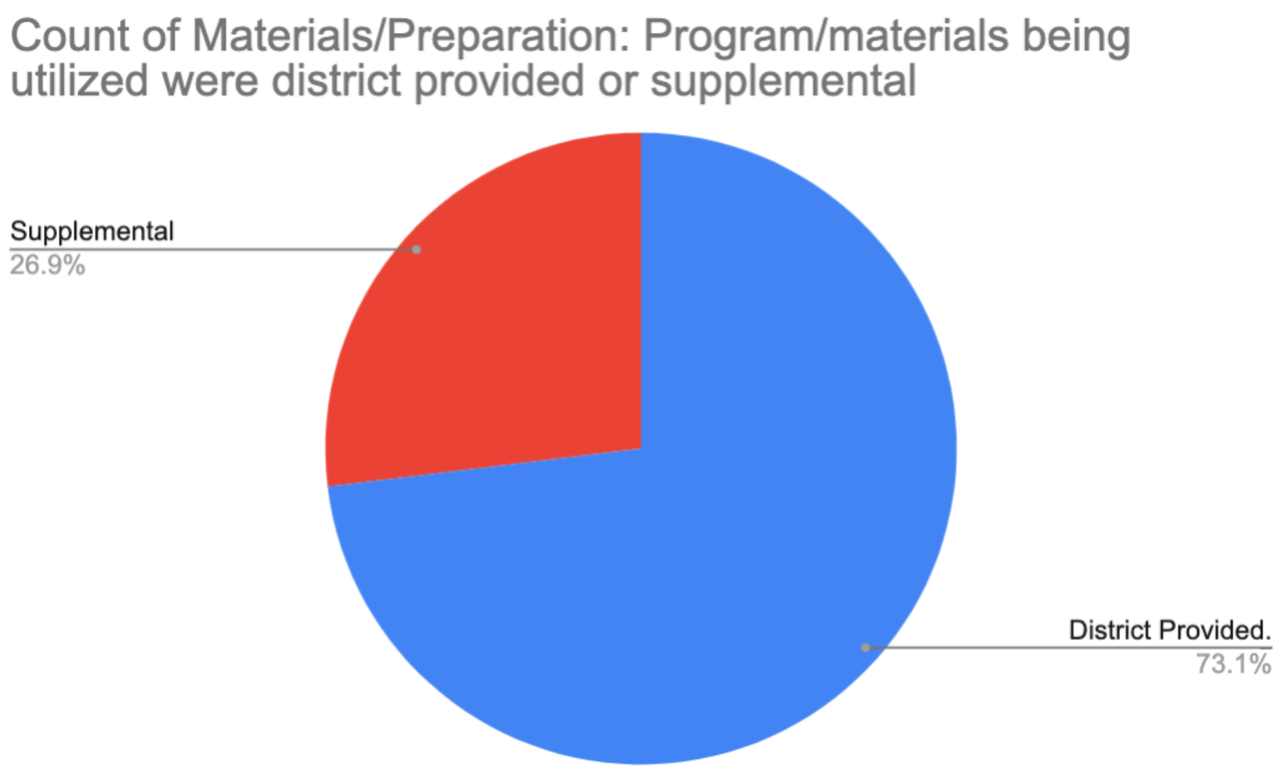
The MTSS team in partnership with the SIP team has developed an expectations checklist of teachers in the areas of material and preparation, APL implementation, PBIS implementation, and evidence of the district's school improvement implementation.

These walkthroughs are to be utilized by the administration team for each teacher. The administration team will strive to perform a walkthrough for each teacher at least once a month. The administration will continue to review and analyze the results of the walkthrough to ensure instructional delivery is being met with fidelity. Each month the administration team will review the walkthrough results and share the positive outcomes and a focus for each month with teachers.

MATERIALS & PREPARATION

Positives

The use of supplemental materials being used remains in the appropriate range.



Focus

During each walkthrough, it is noted that teachers continue to be prepared for their lessons. The administration has seen some inconsistency of how and when teachers post the plans on the website. The goal for next month is to have 100% of teachers update lesson plans on their teacher page listed on the school's website. These plans can be a link to your planbook or information that includes the following:
***Date of lesson *Objective/Focus of the day/Brief description *Homework as assigned**

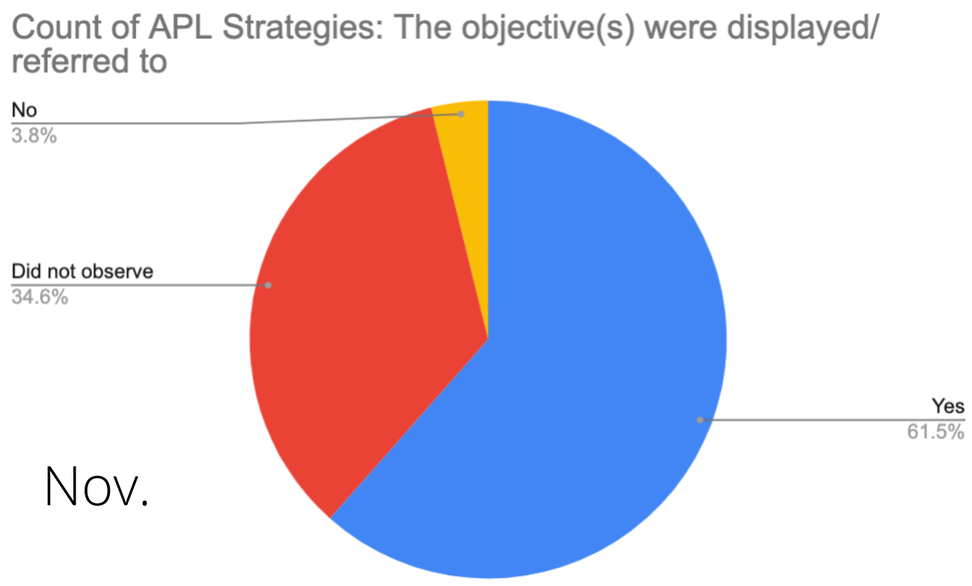


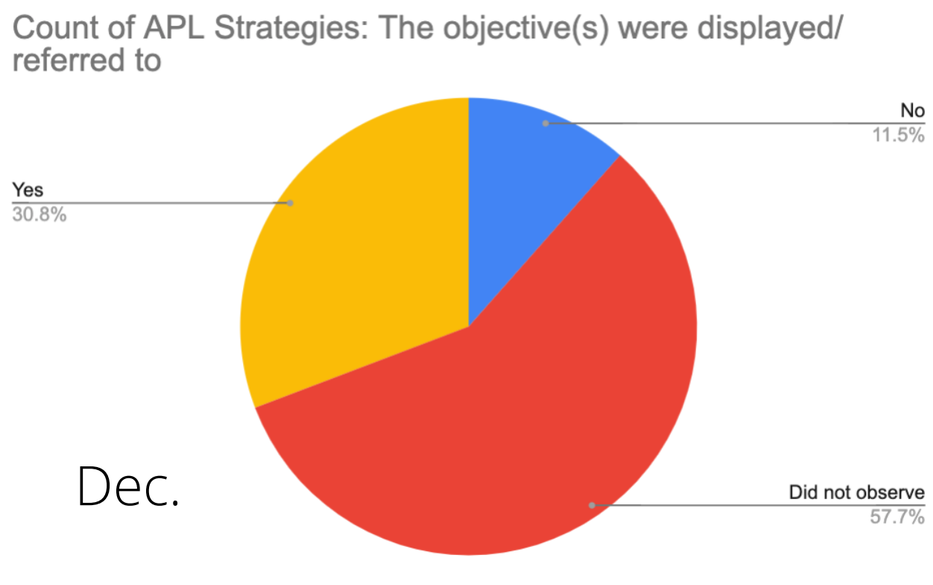
DECEMBER 21-22
WALKTHROUGH REPORT

APL STRATEGIES

Positives

In November, the objective of the lessons observed was referred to almost 62% of the time. During the month of December, there was a decrease of almost 31% of the time. Even though this is a decrease in the use of objectives this APL strategy is one that teachers typically post in lesson plans and use as a goal or target for each lesson. Teachers are highly encouraged to ensure students have access to the daily objective throughout the lesson. This could be written on the board for everyone to read or on the students' assignments/notes etc. Refer to the objective frequently throughout the lesson.





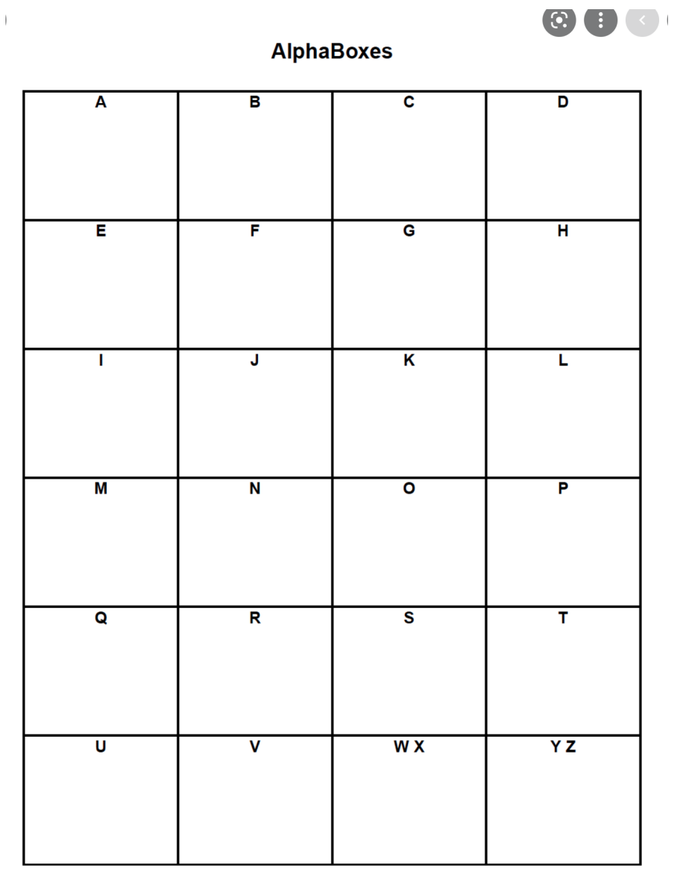
Focus

For the 2nd semester, short videos, or a description of a short activity will be provided with different ways to use APL strategies and activities to continue to engage students in their learning. These activities can be adapted for any activity for any age. This month's activity is called "ALPHABOX"

DIRECT LINK: https://sites.google.com/a/esu4.net/esu4strategies/all-strategies/alphaboxes

Procedure:

1. Give a blank Alphabox sheet to each student.
2. Prompt students to think of words and phrases associated with a particular topic and record their ideas on their own Alphabox sheet. They should do this independently for a specified period of time.
   - E.g., Consider the topic of cells. Think about words and phrases you know associated with cells. Think independently and record your ideas in the appropriate box. For example, one thing I think of regarding cells is "living things". I would record this phrase in the "L" box.
3. Prompt students to work with a partner or in small groups to compare their ideas. Individuals should add to, correct, or clarify their own written records.
4. Facilitate a class discussion of the words and phrases associated with the topic.
5. Consider creating a Google doc for all students to contribute to

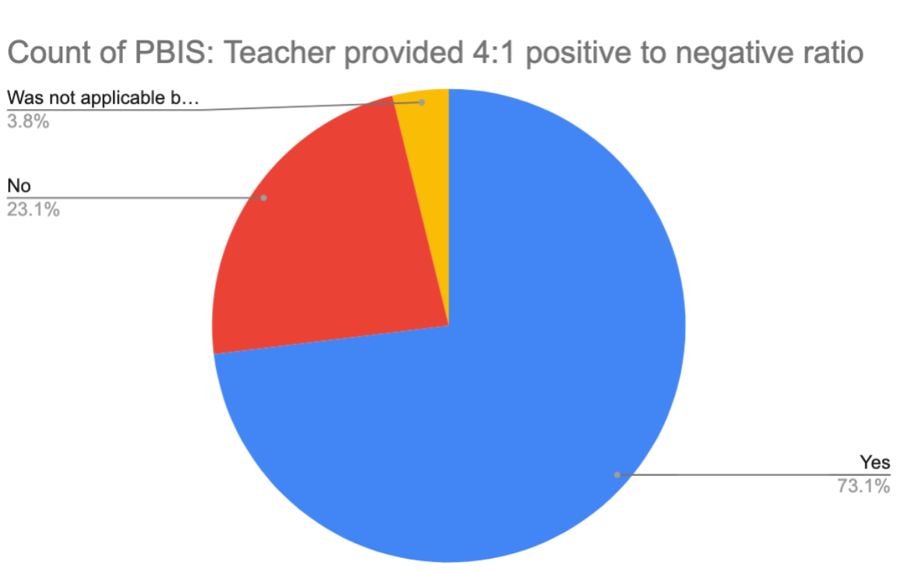


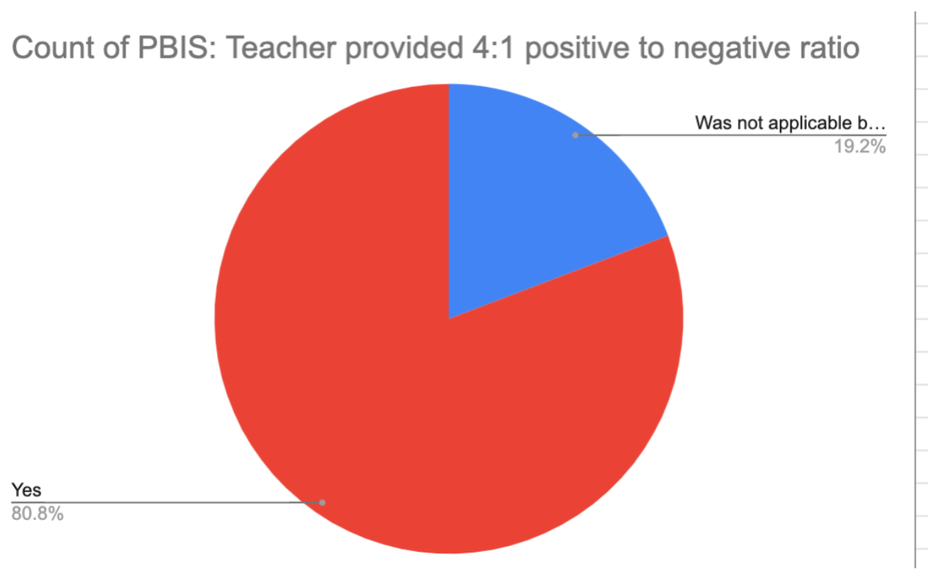
DECEMBER 21-22
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PBIS IMPLEMENTATION/CLIMATE

Positives

It was observed that this 4:1 ratio was used a little over 73% of the time in November and in December there was an increase to almost 81% of the time. This is worthy information to recognize because December can be a trying time of the year for students to maintain focus and follow expectations. Teachers have stayed positive with students to help maintain relationships.





Nov. **4:1** Dec.

Focus

For the 2nd semester, this section will include different activities via description or video to help model what is found in a PBIS school. This month's focus will be "Active Supervision". It is essential to be active and supervise students at all times. Watch this short video of teachers who demonstrate some do's and don'ts of active supervision.

Direct Link:

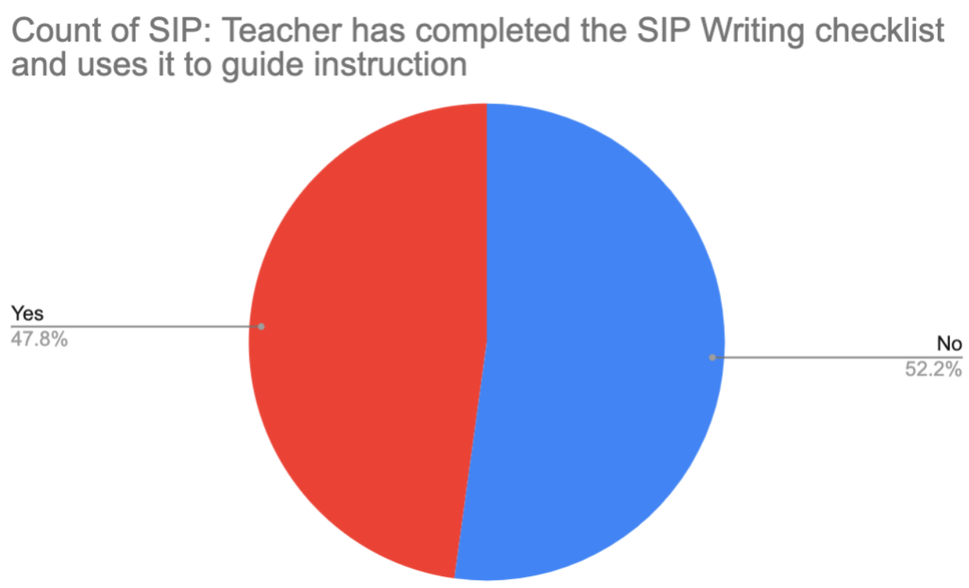
https://www.youtube.com/watch?v=u1fLgxW4E7c

DECEMBER 21-22
WALKTHROUGH REPORT

EVIDENCE OF SCHOOL IMPROVEMENT IMPLEMENTATION

Positives

Last month's focus for all teachers in the area of our SIP goal was to ensure all sample 1 writing samples were scored and recorded in the data tracking spreadsheet found in the shared Writing Curriculum drive.
In November only 11.5% of teachers had this task completed. In December it was recorded that almost 48% of teachers now have this completed. 100% is the goal.



Focus

This month's focus for all teachers in the area of our SIP goal will be to ensure that there is a consistency of writing tasks being implemented more frequently in each subject. Teachers are encouraged to share and celebrate these activities with a member of the administration team and colleagues.

