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1. Call the meeting to order
2. Open Meetings Law
3. Roll Call
4. Consent Agenda
  - 4.1. Approval of Minutes
  - 4.2. Approval of General Fund Bills
  - 4.3. Approval of Board Member Absence
5. NRCSA Presentation: Jack Moles, Executive Director of NRCSA
6. Treasurer's report
7. Recognition of Students and Staff
  - 7.1. Ag Curriculum Presentation
8. Recognition of Visitors/Public Comment
9. ACTION ITEMS
  - 9.1. Elect Board Officers for 2024
  - 9.2. Set Board Committee Assignments for 2024
  - 9.3. Select Board Representative to the Tekamah-Herman School Foundation for 2024
  - 9.4. Approve Superintendent Evaluation and Contract
10. DISCUSSION ITEMS
  - 10.1. Discuss a 2023-2024 School Calendar Change
11. Principal Reports
  - 11.1. Elementary Principal

11.2. Secondary Principal

12. Board Reports

13. Superintendent Report

14. Executive Session: for the purpose of principal evaluations and protecting the reputation of the principals.

15. Next meeting date and time: Monday, February 12th, 2024 @ 7:30 pm

16. Adjournment

# Board of Education Regular Meeting

Monday, December 11, 2023 7:30 PM

Tekamah-Herman Public Schools, 112 N 13th St, Tekamah, NE 68061

Chris Booth: Present  
Abby Mathistad: Present  
Mandyn Pruess: Present  
Burt Rogers: Present  
Bill Skinner: Present  
Sheryl Stansberry: Present

1. **Call the meeting to order** **Speaker(s):** Board President
2. **Open Meetings Law** **Speaker(s):** Board President
3. **Roll Call** **Speaker(s):** Board President

#### 4. **Consent Agenda**

##### **Action(s):**

The motion to approve the consent agenda including the November 2023 minutes and current claims as presented Passed with a motion by Sheryl Stansberry and a second by Burt Rogers.

##### **Voting Detail:**

Chris Booth: Yea  
Abby Mathistad: Yea  
Mandyn Pruess: Yea  
Burt Rogers: Yea  
Bill Skinner: Yea  
Sheryl Stansberry: Yea

**Voting Summary:** Yea: 6, Nay: 0

##### 4.1. Approval of Minutes

##### 4.2. Approval of General Fund Bills

##### 4.3. Approval of Board Member Absence

#### 5. **Treasurer's report**

**Discussion:** Mr. Kjar reviewed the October 2023 treasurer's report with the board.

#### 6. **Recognition of Students and Staff**

**Discussion:** Mrs. Beck congratulated the November students of the month and also recognized Pam Tonjes and Pam O'mara for their regular and reliable subs for our building. The duo has been covering Mrs. Marshall's class while she is on leave.

Mr. Heitz recognized the Softball, Volleyball, and Football post-season award winners. Heitz also congratulated All-State Choir members, EHC

Choir members, One-Act honors, and FFA State Land Judging Qualifiers.

7. **Recognition of Visitors/Public Comment**

8. **ACTION ITEMS**

8.1. Discuss, consider, and take all action regarding adding baseball as a school-sponsored activity for spring 2024

**Action(s):**

A motion to leave the Tekamah-Herman spring sports schedule as is for the 2023-24 school year Failed with a motion by Burt Rogers and a second by Sheryl Stansberry.

**Voting Detail:**

Chris Booth: Nay  
Abby Mathistad: Abstain (With Conflict)  
Mandyn Pruess: Nay  
Burt Rogers: Yea  
Bill Skinner: Nay  
Sheryl Stansberry: Yea

**Voting Summary:** Yea: 2, Nay: 3, Abstain (With Conflict): 1

The motion to approve baseball for the spring season of the 2023-24 school year Passed with a motion by Chris Booth and a second by Bill Skinner.

**Voting Detail:**

Chris Booth: Yea  
Abby Mathistad: Yea  
Mandyn Pruess: Yea  
Burt Rogers: Nay  
Bill Skinner: Yea  
Sheryl Stansberry: Nay

**Voting Summary:** Yea: 4, Nay: 2

8.2. Approve the contract of Shyenne Langley as a co-teacher for first grade for the second semester of the 2023-2024 school year

**Action(s):**

The motion to approve the contract of Shyenne Langley as a co-teacher for first grade for the second semester of the 2023-24 school year as presented Passed with a motion by Burt Rogers and a second by Abby Mathistad.

**Voting Detail:**

Chris Booth: Yea  
Abby Mathistad: Yea  
Mandyn Pruess: Yea  
Burt Rogers: Yea  
Bill Skinner: Yea  
Sheryl Stansberry: Yea

**Voting Summary:** Yea: 6, Nay: 0

8.3. Set the minimum threshold amount required for purchase order at \$250.00

**Action(s):**

Motion to set the minimum amount required for purchase orders at \$250.00 Passed with a motion by Chris Booth and a second by Bill Skinner.

**Voting Detail:**

Chris Booth: Yea  
Abby Mathistad: Yea  
Mandyn Pruess: Yea  
Burt Rogers: Yea  
Bill Skinner: Yea  
Sheryl Stansberry: Yea

**Voting Summary:** Yea: 6, Nay: 0

**Discussion:** Even though our general practice is to create a purchase order for all purchases, there are times where an emergency may arise and a purchase will need to be made. Adding a limit of \$250 will protect the financial interest of the District.

9. **DISCUSSION ITEMS**

9.1. Discuss the 2024-2025 school calendar, length of school day, and instructional hours

**Discussion:** Mr. Kjar introduced a few changes/additions he would like to make to our school calendar. Changes include adding a "flex" day, revisit the number of student contact days and using the staff to ask for input. He would like to create 3 versions and let the staff vote on the final calendar.

9.2. Discuss, consider, and take all action regarding the playground project

**Action(s):**

The motion to approve Brad to sign the playground contract from Burke Passed with a motion by Sheryl Stansberry and a second by Abby Mathistad.

**Voting Detail:**

Chris Booth: Yea  
Abby Mathistad: Yea  
Mandyn Pruess: Yea  
Burt Rogers: Yea  
Bill Skinner: Yea  
Sheryl Stansberry: Yea

**Voting Summary:** Yea: 6, Nay: 0

9.3. Activities Director Presentation

**Discussion:** Mr. Klein presented the Board with the option of changing 8th period of each school day for Jr. High Students. The goal is to utilize this period as practice time for Jr. High athletics. Klein also gave a presentation on e-sports.

**10. Principal Reports**

10.1. Elementary Principal

**Discussion:** Mrs. Beck reported she attended the NSCA principal's conference in Lincoln, and it was a great professional learning experience for me.

10.2. Secondary Principal

**Discussion:** Mr. Heitz gave a report on the Veteran's Day Program, Student Leadership Group, Lockdown Drill, EHC Principal's group, and the State Principal's Conference.

**11. Board Reports**

11.1. Buildings, Grounds, and Transportation Committee Report

**Discussion:** The Building and Grounds committee has began meeting monthly to begin planning for short and long term projects.

**12. Superintendent Report**

**13. Executive Session: for the purpose of protecting the superintendent's reputation, discussing the superintendent's evaluation, contract, and compensation**

**Action(s):**

The motion to go into executive session at 8:26pm for the purpose of protecting the Superintendent's reputation, discussing the superintendent's evaluation, contract, and compensation Passed with a motion by Burt Rogers and a second by Chris Booth.

**Voting Detail:**

Chris Booth:	Yea
Abby Mathistad:	Yea
Mandyn Pruess:	Yea
Burt Rogers:	Yea
Bill Skinner:	Yea
Sheryl Stansberry:	Yea

**Voting Summary:** Yea: 6, Nay: 0

The motion to leave executive session and open regular session at 9:39pm Passed with a motion by Bill Skinner and a second by Sheryl Stansberry.

**Voting Detail:**

Chris Booth:	Yea
Abby Mathistad:	Yea
Mandyn Pruess:	Yea
Burt Rogers:	Yea
Bill Skinner:	Yea
Sheryl Stansberry:	Yea

**Voting Summary:** Yea: 6, Nay: 0

**14. Next meeting date and time: Monday, January 8th at 7:30**

**Discussion:** The next meeting will be a strategic planning meeting on January 8th at 6:30pm(meeting may go into executive session). The regular January monthly meeting will follow at 7:30pm.

15. **Adjournment**

**Action(s) :**

The motion to adjourn the December 2023 meeting at 9:43pm Passed with a motion by Bill Skinner and a second by Chris Booth.

**Voting Detail:**

Chris Booth:	Yea
Abby Mathistad:	Yea
Mandyn Pruess:	Yea
Burt Rogers:	Yea
Bill Skinner:	Yea
Sheryl Stansberry:	Yea

**Voting Summary:** Yea: 6, Nay: 0

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Board Secretary

**Tekamah-Herman Public Schools**

**General Fund**

143522	AJ'S SERVICE AND REPAIR	60.00
143523	AMAZON CAPITAL SERVICES, INC	934.72
143524	Apple Computer Inc	1,794.00
143525	ARAMARK	66.00
143526	APRYL BECK	599.00
143527	BOMGAARS SUPPLY INC	898.63
143528	BRANIFF SERVICE	1,258.78
143529	BRUMMOND DISPOSAL	415.00
143530	BUDDIES	92.50
143531	Cannon	628.46
143532	Cass Plumbing	3,202.81
143533	CENTURLINK	516.08
143534	CITY OF TEKAMAH	545.79
143535	CITY WIDE FACILITY SOLUTIONS	11,200.00
143536	COURT FLOORS	6,500.00
143537	CRAIG RESOURCES INC, DBA CRA	4,839.90
143538	CREXENDO BUSINESS SOLUTIONS	2,327.14
143539	DATA POWER TECHNOLOGY, LLC	495.00
143540	DIETZ MUSIC HOUSE, INC	44.55
143541	FIRST NATIONAL BANK OMAHA	10.00
143542	FIRST NATIONAL BANK OMAHA	334.91
143543	FIRST NATIONAL BANK OMAHA	92.11
143544	FIRST NATIONAL BANK OMAHA	2,273.27
143545	GOODWILL INDUSTRIES INC	1,800.00
143546	GOT TRASH?	261.00
143547	BRI HANSEN	92.36
143548	JASON HEITZ	599.00
143549	THE HOME DEPOT PRO	4,476.76
143550	Jaymar Business Forms Inc.	146.76
143551	JOHNSON FITNESS & WELLNESS	490.19
143552	BRAD KJAR	673.02
143553	PAIGE KNAUSS	173.18
143554	KSB SCHOOL LAW, PC LLO	180.00
143555	LEARN 2 MOVE	905.09
143556	LEE ENTERPRISES ADVERTISING	486.30
143557	HEIDI LINDBERG	64.00
143558	LOFFLER	1,539.58
143559	HOLLY LOFTIS	157.20
143560	MATHESON TRI-GAS, INC	178.65
143561	McCormick Tree Service	950.00
143562	MEMORIAL COMMUNITY HOSPITAL	70.00
143563	Midwest Service Co.	337.26
143564	NEBRASKA PUBLIC POWER	5,200.00
143565	NORTHEAST COMMUNITY COLLEG	498.45
143566	Payflex Systems USA, Inc.	100.00
143567	RISE BROADBAND	234.38
143568	SAVEMORE MARKET	200.20
143569	Security Equipment Inc.	509.35
143570	SHAMBURG AUTO SUPPLY, INC	31.74
143571	SOLVE-IT COMPANIES	719.94
143572	SPARQDATA SOLUTIONS	4,316.00
143573	MICHELLE STARK	224.01
143574	STERLING COMPUTER CORPORAT	2,699.61
143575	TEAMBUILDR	1,500.00
143576	TH SCREENPRINTING	622.50
143577	VERIZON WIRELESS	77.75
143578	WALTER LYDICK	2,550.00
143579	West Harrison School	3,885.40
143580	WEST MUSIC	2,069.99
143581	WOODRIVER ENERGY LLC	6,036.66
	BRIDGET ABRAHAM	168.99
	MANNI BELFRAGE	39.30
	VANESSA BRAND	157.20
	CARRIE BRANIFF	43.23
	BRIDGETTE BRAYMEN	127.73
	Abra Bridges	137.55
	CARI BRODERSEN	137.55
	ANDREA BROMM	78.60
	JAMIE BRUMMOND	98.25
	SARAH BRUSEGAARD	161.13
	WES OR LISA BURT	78.60
	SABINA CAMERON	98.25
	JILL CONNEALY	137.55

ERIC OR CLARITY DEVNEY	201.74
KENDAL DORN	37.34
ROBERT & BREANNE EVASIC	104.15
ASHLEY FISHER	117.90
DEANNA GOODWIN	176.85
JOEL HAMAN	163.10
AMANDA HANSEN	68.78
JON HANSEN	98.25
KYLIE HANSEN	137.55
LINDSEY HANSEN	78.60
KATHY HUESER	151.30
CONNIE JARZYNSKA	98.25
MACKENZIE KAHLANDT	184.71
JAMES KELLY	137.55
DANIELL KRAUSE	66.02
BECKY KUNZ	127.73
TIMOTHY OR GINA LANDSPERGER	55.02
KATIE LEICHLLEITER	235.80
BLAIR MAGILL	117.90
MICHAELA MANN	72.71
TIFFANY MARQUARDT	106.11
LAURA MCELMURAY	72.71
CARISSA OR ANDY OLIGMUELLER	27.51
RYANN PAGELS	294.75
KELLI PAULSON CRIST	78.34
CHRIS PETERSEN	36.68
REBECCA RAUE	235.80
BRITTANY RAY	125.76
JESSICA SATORIE	78.60
JODIE SCHUETT	129.69
SHAUNA SELF	273.14
TRISHA SHEETS	117.90
CHRIS SMUTNY	98.25
AARON SNOW	73.36
JILL SPENNER	157.20
SEAN THIEMANN	168.99
MICHELLE TOBIN	182.75
ASHLEY TYSON	157.20
HAILEY WOLF	366.00
KILEY WORLEY	235.80
	<u>91,096.70</u>

**Building Fund**

<u>Check Number</u>	<u>Entity Name</u>	<u>Amount</u>
1720	CHRISTENSEN ELECTRIC LLC	<b>1,019.87</b>

<b>GENERAL FUND</b>		
<b>Nov-23</b>		
CASH ON HAND	\$ 1,533,406.08	
GENERAL REIMBURSEMENT FUND		
CASH BALANCE		\$ 1,533,406.08
BURT COUNTY TAXES	\$ 65,236.78	
WASHINGTON COUNTY TAXES	\$ 4,999.94	
LOCAL RECEIPTS	\$ 1,069.11	
BURT CO FINES AND FEES	\$ 5,341.48	
STATE AID	\$ 84,240.00	
INTEREST	\$ 757.32	
	T. REVENUE	\$ 161,644.63
		\$1,695,050.71
PAYROLL	\$ 593,236.14	
EXPENDITURES	\$ 154,430.29	
	T. EXPENDITURES	\$ 747,666.43
		<b>\$947,384.28</b>
PERCENTAGE OF BUDGET SPENT AS OF 11/30/2022		17.36%
PERCENTAGE OF BUDGET SPENT AS OF 11/30/2023		17.00%
<b>DEPRECIATION FUND</b>		
<b>Nov-23</b>		
CASH ON HAND	\$ 174,858.68	
CASH BALANCE		\$ 174,858.68
TRANSFER		
INTEREST	\$ 431.16	\$ 431.16
	TOTAL REVENUE	\$175,289.84
EXPENDITURES		
	TOTAL EXPENDITURES	\$ -
<b>Ending Balance 11/30/2023</b>		<b>\$175,289.84</b>
<b>EMPLOYEE BENEFIT FUND</b>		
<b>Nov-23</b>		
CASH ON HAND	\$ 52,095.16	
CASH BALANCE		\$ 52,095.16
INTEREST	\$ 13.13	
		\$ 13.13

	TOTAL REVENUE	\$ 52,108.29
EXPENDITURES	\$ -	
	TOTAL EXPENDITURES	\$ -
<b>ENDING BALANCE 11/30/2023</b>		<b>\$52,108.29</b>
<b>ACTIVITY FUND</b>		
<b>Nov-23</b>		
CASH ON HAND	\$ 116,734.83	
CASH BALANCE		\$ 116,734.83
DEPOSITS	\$ 21,394.91	
INTEREST	\$ 253.95	
		\$ 21,648.86
TOTAL REVENUE		\$138,383.69
EXPENDITURES	\$ 46,193.57	
	TOTAL EXPENDITURES	\$ 46,193.57
<b>Ending Balance 11/30/2023</b>		<b>\$92,190.12</b>
<b>LUNCH FUND</b>		
<b>Nov-23</b>		
CASH ON HAND	\$ 104,605.72	
CASH BALANCE		\$ 104,605.72
DEPOSITS	\$ 32,915.80	
INTEREST	\$ 296.31	
		\$ 33,212.11
	TOTAL REVENUE	\$ 137,817.83
EXPENDITURES	\$ 35,660.37	
		\$ 35,660.37
<b>Ending Balance 11/30/2023</b>		<b>\$102,157.46</b>
<b>BOND FUND</b>		
<b>Nov-23</b>		
CASH ON HAND	\$ 693,814.82	
CASH BALANCE		\$ 693,814.82
BURT COUNTY TAXES	\$ 5,391.08	
WASHINGTON COUNTY TAXES	\$ 181.59	

INTEREST	\$ 1,499.82	
		\$ 7,072.49
	TOTAL REVENUE	\$700,887.31
EXPENDITURES	\$ 221,590.00	
	TOTAL EXPENDITURES	\$ 221,590.00
<b>Ending Balance 11/30/2023</b>		<b>\$479,297.31</b>
<b>BUILDING FUND</b>		
<b>Nov-23</b>		
CASH ON HAND	\$ 1,861,897.00	
CASH BALANCE		\$ 1,861,897.00
BURT COUNTY TAXES	\$ 2,568.13	
WASHINGTON COUNTY TAXES	\$ 86.50	
INTEREST	\$ 3,295.15	
		\$ 5,949.78
	TOTAL REVENUE	\$ 1,867,846.78
EXPENDITURES	\$ 11,417.00	
		\$ 11,417.00
<b>Ending Balance 11/30/2023</b>		<b>\$1,856,429.78</b>

Tekamah-Herman Board Meeting  
Secondary Report

1/8/24

**Staff and Student Recognition**

- Tiger Pride award winners:  
Cameron Brummond  
Haley Deemer  
Tessa Jones  
Ryan Ketelsen  
Spencer Pagels  
Kristi Raue  
Bella Roche  
Eden Roberts  
Isaac Ruwe

**Principal's Report**

- MTSS/PBIS Behavior Expectations (see other attachment, and handouts)

Tekamah-Herman Board Meeting  
Elementary Report

1/8/24

**Staff and Student Recognition**

- Students of the month for December were: Presley Robinson, Oakley Ray, Kenley Hunter, Brooklyn Jansen, Bryghem Walton, Carson Mann, Ivory Huffman, Ellie Jones, Slader Ray, Remington Brummond, Evelyn Nun, Sierra Hayworth, Lola Brumfield, Elizabeth McElmurray and Aubree Woldt.
- Thank you to Molly Braniff for our wonderful holiday concert in December! This is always a standing room only event and our students did not disappoint. I am grateful to Molly for the time and effort she puts into her lessons in order to prepare students for these performances.

**Principal's Report**

- In December Nishja Nuss and I attended a training at ESU2 regarding the climate survey that was completed by our students and staff. This training included support in interpreting the data and the resources available through the Panorama tool. This data will be used by our district school improvement team to action plan for
- Our PK-6 enrollment for December was 292.

## SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

It is hereby agreed by and between the Board of Education of the Tekamah-Herman School District No. 1, located in Burt County in the State of Nebraska, hereinafter referred to as "The Board", and **Bradley Kjar**, hereinafter referred to as "The Superintendent".

WITNESSETH: That the Board in accordance with its action as found in the minutes of the meeting held on the **8th** day of **January, 2024**, has and does employ as Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions.

Section 1. TERM OF CONTRACT. The Superintendent shall be employed for a period of two years, beginning on the first day of July, **2024**, and expiring on the 30th day of June, **2026**. References to "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup>. The Superintendent's generally expected working days shall consist of all days Monday through Friday, but generally not Saturdays and Sundays and any holidays or leave days listed in Section 11. However, the Superintendent will work all days necessary to complete the Superintendent's duties, even if those are weekend days or holidays. The Superintendent shall keep complete and accurate records of working days and shall provide the Board of Education with a report of the accumulated working days on a monthly basis as part of the Superintendent's Report to the Board.

Section 2. SALARY. The annual salary for the position shall be **\$145,000.00** during the first school year of employment under this Contract and shall be payable in 12 equal installments. The annual salary in the second year of employment under this Contract shall be that amount, as adopted by the Board, and that salary shall be payable in the second year of the Contract in the same number of equal payments. These salaries shall not be reduced during the term of this Contract, except for just and sufficient cause as authorized by law. The salary check will be issued on the 19th of the month.

Section 3. DEDUCTIONS. This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 4. PROFESSIONAL STATUS. The Superintendent hereby affirms that he is not under contract with another School Board or Board of Education covering any part of or all of the same term provided in this Contract. The Superintendent further affirms that throughout the term of this Contract he will hold a valid Nebraska Administrative and Supervisory Certificate with Superintendent endorsement to act as a Superintendent of Schools in the State of Nebraska, which certificate shall be registered in the office of the Superintendent of Schools in Burt County, Tekamah, NE as required by law.

Section 5. SUPERINTENDENT'S DUTIES. The duties of the Superintendent shall be as prescribed in the BOARD OF EDUCATION POLICY MANUAL which duties are incorporated by

reference into this Contract as if set forth verbatim herein. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may act as a consultant, may accept speaking engagements, undertake writing, lecturing, or other professional duties and obligations.

Section 6. BOARD-SUPERINTENDENT RELATIONSHIP. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for implementation of Board policy. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibility of the other party. The Board, individually and collectively, will promptly refer all criticisms, complaints and suggestions called to its attention, to the Superintendent for action, study and/or recommendation, as appropriate.

Section 7. DISCHARGE. During the term of the Contract, in the event the Superintendent violates any provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to, (a) becoming legally disqualified to administer in the state of Nebraska; (b) participation in any fraud; (c) causing any intentional damage to property; (d) conviction of a felony; (e) becoming physically or mentally disabled; (f) insubordination; (g) neglect of duty; (h) immorality; (i) incompetency; (j) chemical dependency; or (k) unprofessional conduct and other conduct which interferes substantially with the continued performance of duties, then the Superintendent may be discharged, provided that the Superintendent has been given the cause or causes for discharge in writing and has been given an opportunity for and due notice of a hearing before the Board prior to official action taken. Nothing contained herein shall prevent the suspension of the Superintendent, with pay, from his/her duties during the pendency of such proceedings.

Section 8. DISABILITY. Should the Superintendent be unable to perform his duties by reason of illness, accident or other disability beyond his control, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may in its discretion terminate this Contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 9. TRANSPORTATION. The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the State established rate.

Section 10. EXPENSE REIMBURSEMENT. The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500.00 or more.

Section 11. ANNUAL VACATION AND SICK LEAVE. The Superintendent shall have twenty (20) vacation days for the initial contract year which the Superintendent may use at times the

Superintendent chooses so long as the absence does not interfere with the proper performance of the Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the initial contract year, the Board shall give the Superintendent the number of vacation days necessary to restore the total to twenty (20) days. For example, if the Superintendent uses 12 days of vacation one year, the Board will provide the Superintendent with 12 days the following year to bring the total vacation days back to 20. The Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Superintendent to use vacation days and shall compensate the Superintendent for unused vacation days upon the conclusion of employment at a rate of \$100.00 per day. The Superintendent shall be entitled to 10 working days of sick leave during each year accumulative to 45 days. Any days accumulated above this amount and not used during any contract year will be paid at the rate of \$25.00 per day and added to the June check. For the purpose of this section, the term "working days" shall not include any Saturday, Sunday or legal and school holidays.

Section 12. HOLIDAYS. The Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. The Superintendent shall receive annually two additional "floating" paid holidays to be used at the Superintendent's discretion.

Section 13. RESIDENCE/DOMICILE IN THE DISTRICT. The Superintendent shall establish domicile and principal residence within the boundaries of the District as they exist on the first duty day under the terms of this contract; and, the Superintendent shall maintain domicile and residence within the boundaries of the District during the term of this Contract, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the District; (3) to be involved in school and community activities bringing the Superintendent in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which the Superintendent is the educational leader.

Section 14. PROFESSIONAL DEVELOPMENT. The Board may require the Superintendent to continue his/her professional development and to participate in relevant learning experiences. The Superintendent may, therefore, with the approval of the Board, attend appropriate professional meetings at local, state, regional, and national levels. Valid expenses of such required attendance shall be borne by the District.

Section 15. FRINGE BENEFITS. The Superintendent shall receive personal benefits that may be determined by the Board, as follows: Full Family Blue Cross Blue Shield Health Insurance and Dental, Income Protection to cover health insurance and salary, monthly travel expenses, NCSA/Professional Dues, Life Insurance - \$75,000 Term Life, Expense Account of \$599.00.

Section 16. COMPENSATION UPON TERMINATION. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, shall be refunded by the Superintendent. He shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 17. RENEWAL OF CONTRACT AFTER CONTRACT EXPIRATION DATE. The Secretary of the Board shall, not later than the 15th day of January, notify the Superintendent in writing of the Board's intention not to renew this two-year contract. Failure to so notify the Superintendent shall result in an automatic renewal of this Contract for a period of one year from and after the Contract expiration date provided in Section 1 of this Contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

Section 18. EVALUATION. The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make his evaluation an agenda item for the regular **December** board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 19. LEGAL ACTIONS. The Board will support the Superintendent if there is a legal dispute caused by him carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 20. GOVERNING LAWS. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

Section 21. AMENDMENTS TO BE IN WRITING. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 22. SEVERABILITY. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the Board this 8th day of **January, 2024**.

Mandy Pines

President, Board of Education

Heidi Lindberg

Secretary, Board of Education

Executed by the Superintendent this 8<sup>th</sup> day of **January, 2024**.

B. S. J.

Superintendent

Copies: (1) Original, school file  
(2) Carbon, Administrator

**Weight: 20%**

		Ineffective (1 pt)	Minimally Effective (2 pt)	Effective (3 pt)	Highly Effective (4 pt)	Rating	Abby	Bill	Burt	Chris	Mandyn	Sheryl
A1	<b>Policy involvement</b>	Makes decisions without regard to adopted policy.	Provides correspondence from policy provider with recommendation(s) for adoption. Follows as written.	Is actively involved in the development, recommendation and administration of district policies.	Is proactive in the determination of district needs and policy priorities; has a system in place to ensure timely administration of district policies.	3.33						
A2	<b>Goal development</b>	Goals are not developed.	Goals are defined by implementing state curriculum and seeking to maximize student scores.	Facilitates the development of short-term goals for the district. Provides the necessary financial strategies to meet those goals.	Has a system in place for establishing, reporting on and monitoring goals. Budget practices help to ensure alignment of	4.00						
A3	<b>Information</b>	Does not provide the information the board needs to perform its responsibilities.	Keeps only some members informed, making it difficult for the board to perform its responsibilities.	Keeps all board members informed with appropriate information as needed so it may perform its responsibilities.	Has established mutually agreed upon protocols with the board regarding communication. Executes those protocols consistently.	4.00						
A4	<b>Materials and background</b>	Meeting materials aren't readily available. Members arrive at meetings without enough prior information regarding agenda or background information.	Meeting materials are incomplete, and don't include adequate background information or historical perspective.	Materials are provided. Background and historical perspective are included. Recommendations are included.	Meeting materials are comprehensive with all adequate background information and previous action included. Recommendations are well thought out.	4.00						
A5	<b>Board questions</b>	Board questions aren't answered fully nor in a timely manner.	Most board questions are answered. All members aren't apprised of all relevant questions/answers.	Board questions are addressed with follow-up to all board members.	Has a system in place for receiving and responding to board member questions in a timely and thorough manner.	4.00						
A6	<b>Board development</b>	Doesn't promote and does not budget for board development.	When prompted, provides members with information about board development.	Provides all board members with information regarding board development opportunities when they arise and budgets for board development.	q	3.00						
<b>Category rating:</b>						<b>3.72</b>						
<b>Artifacts that may serve as evidence of performance in this domain:</b> <ul style="list-style-type: none"> <li>• Meeting agendas/minutes</li> <li>• Board packets</li> <li>• Board development materials</li> <li>• Memos/communications</li> <li>• Board policies/policy book</li> <li>• Retreat agendas/minutes</li> <li>• Board development plan</li> <li>• Communication protocols</li> <li>• Policy review calendar</li> </ul>												

**A. Governance & Board Relations – continued**

**Weight: 20%**

If a performance goal has been established related to one of the performance indicators at \_\_\_\_\_

<b>Performance</b>	<b>Goal:</b>
<b>Evidence:</b>	

Category rating should be reflected within the performance indicator.

<b>Comments by Board of Education:</b>	<b>Comments by the Superintendent:</b>

Tekamah-Herman Board Meeting  
Elementary Report

1/8/24

**Staff and Student Recognition**

- Students of the month for December were: Presley Robinson, Oakley Ray, Kenley Hunter, Brooklyn Jansen, Bryghem Walton, Carson Mann, Ivory Huffman, Ellie Jones, Slader Ray, Remington Brummond, Evelyn Nun, Sierra Hayworth, Lola Brumfield, Elizabeth McElmurray and Aubree Woldt.
- Thank you to Molly Braniff for our wonderful holiday concert in December! This is always a standing room only event and our students did not disappoint. I am grateful to Molly for the time and effort she puts into her lessons in order to prepare students for these performances.

**Principal's Report**

- In December Nishja Nuss and I attended a training at ESU2 regarding the climate survey that was completed by our students and staff. This training included support in interpreting the data and the resources available through the Panorama tool. This data will be used by our district school improvement team to action plan for
- Our PK-6 enrollment for December was 292.

Tekamah-Herman Board Meeting  
Secondary Report

1/8/24

**Staff and Student Recognition**

- Tiger Pride award winners:  
Cameron Brummond  
Haley Deemer  
Tessa Jones  
Ryan Ketelsen  
Spencer Pagels  
Kristi Raue  
Bella Roche  
Eden Roberts  
Isaac Ruwe

**Principal's Report**

- MTSS/PBIS Behavior Expectations (see other attachment, and handouts)



# CLASSROOM

## BE SAFE

- Use learning tools appropriately
- Demonstrate expected behavior
- Live in your own space

## BE RESPECTFUL

- Respond appropriately to staff directives
- Demonstrate kindness and empathy
- Contribute to a positive learning environment

## BE RESPONSIBLE

- Arrive on time and prepared to learn
- Complete work on time with your best effort
- Use electronic devices as directed



# COMMONS/CAFETERIA

## BE SAFE

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- Live in your own space
- Place bookbags in designated space
- Demonstrate expected behavior

## BE RESPECTFUL

- Demonstrate kindness and empathy
- Use appropriate voice level and language
- Use manners and proper etiquette

## BE RESPONSIBLE

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- Push in chairs
- Leave the space clean
- Demonstrate appropriate care for the facility



# HALLWAY

## BE SAFE

---

- Walk in your own space

## BE RESPECTFUL

- Use appropriate voice level and language

## BE RESPONSIBLE

---

- Go directly to your next class



# BATHROOM/LOCKER ROOMS

## BE SAFE

---

- Stay in your own space
- Wash hands

## BE RESPECTFUL

- Use appropriate voice level and language
- Respect others' privacy

## BE RESPONSIBLE

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- Demonstrate appropriate behavior
- Report inappropriate behavior