Regular Board of Education Meeting

Monday, May 13, 2024 7:30 PM

Boone Central High School Art Room
605 South 6th St.
Albion, NE 68620

1. Open the Meeting, Recognition of Open Meetings Law and Publication of Meeting
   Notice of the meeting was given in advance by publication to the public and to all members of the Board of Education. Availability of the agenda was communicated in advance. The Open Meetings Act was available for review.
2. Roll Call

3. Agenda and Minutes

4. Welcome Guests

5. Bill Roster and Financial Reports
   Motion to approve the Applied Connective bill, and to authorize the Board Vice President and Treasurer to sign and validate the check as presented. This motion, made by Andy Roberts and seconded by Justin Frey, Passed.
   Ed Knott: Abstain (With Conflict), Karrie Fogleman: Yea, Justin Frey: Yea, Andy Roberts: Yea, Kathleen Rolf: Yea, Ben Stuhr: Yea
   Yea: 5, Nay: 0, Abstain (With Conflict): 1
   Motion to approve the bills, and to authorize the Board President and Treasurer to sign and validate all the checks as presented. This motion, made by Andy Roberts and seconded by Ben Stuhr, Passed.
   Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Andy Roberts: Yea, Kathleen Rolf: Yea, Ben Stuhr: Yea
   Yea: 6, Nay: 0

6. Reports

6.1. EL Program Update - Tammy Gonzalez
   Tammy Gonzalez discussed the EL program Boone Central offers to our families as it pertains to Rule 15. The district uses the ELPA21 screener to test the student's proficiency to determine the level of EL each student needs. Two BC students have tested proficient this year.
6.2. Close Up Trip Update - Cassie Olson
   Cassie Olson and junior Hannah Krohn presented the experiences of the 2024 Close Up trip.
6.3. Boone Central Recognitions

Knott- The Boone Central students and the 2024 graduating class. It was fun to watch the students juggle all of their activities. They have a great work ethic. Shout out to all Boone Central students.

Roberts- The volunteers for the District Track meet. It was a success due to the amount of people who helped out. In addition, the Teammates banquet was really impressive. The involvement of the school in that program is wonderful and reinforces what we have been able to do with the Teammates program.

Frey- Maureen Thome for all her efforts with the Elementary spring concert, it was a great show.

Stuhr- Maureen Thome for all her efforts with the Elementary spring concert, she did a wonderful job.

Fogleman- I would like to thank all the staff who help us host great events. We were able to host both Conference and District Track this year and that is not possible without great staff to help.

Rolf- Maureen Thome for all her efforts with the Elementary spring concert, it was very entertaining.

Schwartz- Graduation went well, it takes a lot for that to take place. Our students are wonderful, they are a great group who our younger students look up to. The number of scholarships and awards speak volumes for the class of 2024.

Larsen-Mrs. Jeanette Zwiener for all she has done for our district! She came to Boone Central in 1995 and has served our school and community for 29 years. Over the course of this time, she has served as Varsity Volleyball Coach, MS Volleyball Coach, Quiz Bowl Sponsor, Mentor for New Teachers, been on School Improvement Committee, started the Boone Central Teammates Chapter in our district, and has been a role model for others in the profession in addition to supporting Boone Central Schools. Over the course of her tenure, she has influenced the lives of countless individuals and offered high quality Math instruction. I have appreciated the opportunity to work with Mrs. Zwiener while I have been here at Boone Central and am going to miss her kind personality, her wisdom and expertise, as well as her dedication to serving our students and promoting Boone Central!

Curry- Mrs. Wright and Mrs. Paulson for the work they did for the middle school concert. They do a phenomenal job with the students, the band and choir sounded great. Also shout out to Mrs. Gonzalez for the great job she does with our EL program and making it work so well with the families.

Kayton- Maureen Thome and Andy Imus. Maureen spent countless hours preparing to bring the Circus to town! It was a huge hit and the children loved every second of it! Andy worked hard in planning and prepping for Track and Field Day. The kids had a blast and it is something they'll remember for a long time.

Perone- BC Club leadership team, especially the seniors. They set the tone behind closed doors, they are a special group. They have set a culture and have a fabulous job with real-life topics and with their involvement.

6.4. Continuous School Improvement

Mrs. Kayton discussed that the next step is to meet with all teachers who teach math to define number sense to identify the end goal.

6.5. Board Reports

AEF - Mr. Larsen will be stepping in as the administrative advisor for 2024-25, to take over Mr. Schwartz's position. Some national funding was approved. The Affidavit for the ONP Deed was delivered to file the name change of Albion Public Schools Foundation to Albion Education Foundation to avoid questions about ownership of property if Prairie Plains Institute no longer exists. Olson Wolf loan is open for applications.

The ball is rolling on the local beef program, which will be implemented next school year.

6.6. Superintendent Report

Mr. Schwartz - Two custodial positions are open. We are exploring the possibility of using Service Master to outsource some custodial duties. The district received $2,000 in a security grant, funds will be used for a security camera system. Legislative update - LB71 allows students to be enrolled in preschool at age 5 by July 31st, the District will need to create a policy. The facilities improvement preliminary audit is complete and will be reviewed for possible updates.

6.7. Principal & AD Reports

Larsen- Thanks to board members who were able to participate and attend graduation. Testing is complete. Career Academy Showcase and Career Fair was successful. Mrs. Eickhoff had a large hand in planning and executing this. Rylee Seim from the Columbus Area Chamber of Commerce was also a good partner (Mock Interviews). reVISION Action Grant - We did receive preliminary indication that we are going to be recipients of the full amount we requested in the grant application ($36,037). Will get official notification around June 7th. Supporting our STS department as well as Health Sciences Department (CNA). Will plan to meet and update handbooks potentially with revisions to suggest by next month's board meeting.

Kayton- We had 15 elementary students score in the top 95% nationwide in the areas of math or reading. These students will be recognized on Wednesday during our Rockin' Rally! Class lists and supply lists are being finalized. Supply lists for next year will be sent home in report cards. Postcards will be sent to students mid June announcing their teacher for the upcoming school year. Preschool letters have been sent home. We are full at 38 students leaving one open spot per section for potential special education students. There are 6 kids on the waitlist at this time. Book Blast was a huge success in the elementary. Each student received 8-10 books and many teachers received "shopping spree" money! We handed out just over 1,800 books!

Perone - Scorevision project is in the works, three partners have made commitments. A site visit took place a couple weeks ago, at that time a walkthrough took place with discussions regarding location, etc. Applied Connective helped determine what will be needed in order for a successful setup. The Booster Club will help assist with those setup costs. Target for

install is late June, which will be a three day process. Lots of stakeholders are involved for the success of this project. We have hosted a lot of events, lots of stakeholders to make this all happen. Our location, facilities and people continue to draw these NSAA hosted events. Thank you to all who helped chip in.

Curry - There is now a book vending machine located in the middle school, thanks to a grant written on behalf of Teammates. We were one of 15 who received this grant. Scholastic books will fill the machine. The vending machine will provide students a book on their birthday.

7. Discussion of Action Agenda Items
   SEL curriculum (Positive Action) - We have $10,000 of grant funding to go toward the SEL curriculum, which aligns well with programs we already have in place, such as PBIS. This is age appropriate cuticulum, based on character building and life skills.
   Staff computers to be funded by REAP funding.
   Roofing repairs have been paid for by insurance from a 2022 hail storm.
   Parking lot issues may be able to be resolved with an alternative option, other than concrete. The water runoff issue needs to be identified in order to make a decision on how to proceed.
8. Public Comment
   Stacy Gragert - Shout out to Tammy Gonzalez for helping with parent-teacher conferences, she is a key player in those conversations.
9. Action Items

9.1. SEL Curriculum
Motion to approve the new SEL Curriculum from Positive Action for $4,584. This motion, made by Karrie Fogleman and seconded by Ed Knott, Passed.
Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Andy Roberts: Yea, Kathleen Rolf: Yea, Ben Stuhr: Yea
Yea: 6, Nay: 0

9.2. 2024-25 Interim Superintendent Contract
Motion to approve the 2024-25 Interim Superintendent Contract for Dr. Damon McDonald. This motion, made by Andy Roberts and seconded by Justin Frey, Passed.
Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Andy Roberts: Yea, Kathleen Rolf: Yea, Ben Stuhr: Yea
Yea: 6, Nay: 0

9.3. New Staff Computers
Motion to approve the purchase of 15 new staff macbook computers from Apple for $18,285. This motion, made by Ed Knott and seconded by Ben Stuhr, Passed.
Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Andy Roberts: Yea, Kathleen Rolf: Yea, Ben Stuhr: Yea
Yea: 6, Nay: 0

9.4. Roof Project
Motion to approve the roofing project for the playground garage and the old football field

concession stand from Majerus Roofing and Constructionfor $10,500. This motion, made by Andy Roberts and seconded by Kathleen Rolf, Passed.
Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Andy Roberts: Yea, Kathleen Rolf: Yea, Ben Stuhr: Yea
Yea: 6, Nay: 0

9.5. Concrete Parking Lot
No motion taken on this action item, the Board will move forward in an alternative direction and will not consider concreting this parking lot at this time,

10. Next Meeting Date
June 10th at 6:30 am.

11. Questions by the Media

12. Adjournment
Adjourned 9:30 pm

_____
Chairperson

_____
Superintendent

Positive Action, Inc.
264 4th Ave South
Twin Falls, ID 83301 US
(800) 345-2974
accounting@positiveaction.net
www.positiveaction.net

QUOTE

ADDRESS
Accounts Payable
Boone Central Elementary
605 S 6th St
Albion, NE 68620 US

SHIP TO
Angie Flinn
Boone Central Elementary
605 S 6th St
Albion, NE 68620 US

QUOTE # 4256
DATE 04/02/2024

P.O. NUMBER
QUOTE

PROGRAM CONSULTANT
RF

SKU	PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
11900	**1900**	Pre-Kindergarten Kit	1	485.00	485.00T
11601	**6503**	Elementary Starter Bundle: Kindergarten - Grade 5 Instructor's Kits	1	2,320.00	2,320.00T
11602	**6504**	Middle School Starter Bundle: Grades 6-8 Instructor's Kits	1	1,310.00	1,310.00T
12900	**3450**	High School Kit 1	1	575.00	575.00T
	Discount	20% Discount for Pre-Kindergarten Kit	1	-212.00	-212.00T

SUBTOTAL	4,478.00
TAX	0.00
SHIPPING	106.00
TOTAL	**$4,584.00**

Accepted By

Accepted Date

Quotes are valid for 30 days

ALL SALES ARE FINAL, THERE ARE NO REFUNDS.
Products may be exchanged within the first 30 days from the shipping date if the materials are in their original condition. There is a 15% RESTOCKING FEE due at the time of the exchange.

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
BOONE CENTRAL SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Boone Central Schools,** legally known as **Boone School District 06-0001**, and referred to as "the Board" and "the District" respectively, and **Damon McDonald**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of one (1) year(s) beginning on July 1, 2024, and expiring on June 30, 2025. References to "contract year" shall mean the period from July 1st through June 30th. During this contract, the Superintendent shall be employed with the district on a .8 FTE basis and shall render at least **187 working days** of service in the performance of duties as Superintendent. 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, but it shall include all days on which the Superintendent actually and necessarily completes the Superintendent's contractual duties. For purposes of this contract, "working days" shall not include December 26, 2024 through January 6, 2025. 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 at least quarterly.

Section 2. Renewal of Contract. IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. IN EXCHANGE FOR **ONE HUNDRED DOLLARS ($100)** AND OTHER VALUABLE CONSIDERATION, THE SUPERINTENDENT AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND HEREBY RESIGNS AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING AND ACCEPTING THIS ADDITIONAL CONSIDERATION, THE SUPERINTENDENT UNDERSTANDS THAT HE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. HE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS HE IS WAIVING. The Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the contract year shall be **$125,000** which shall be paid in 12 equal monthly installments beginning in the month of August 2024. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

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

Section 5. Professional Status. The Superintendent affirms that the Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the Superintendent's application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Superintendent will advise the Board immediately; (2) the Superintendent has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) the Superintendent has not had any professional licenses or certificates suspended or revoked.

Section 6. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to all required duties throughout the contract term.

The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out the Superintendent's duties and obligations to the District.

Section 7. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education: (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence: (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity: (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of the Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. § 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with the obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach of this contract.

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

Section 10. Transportation. The Board shall provide the Superintendent with transportation or reimburse the Superintendent for mileage required in the performance of official duties at the then-current IRS rate.

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

a. **Transportation.** The Board shall provide the Superintendent with a stipend in the amount of $5,000 for his transportation expense. Such amount shall be subject to payroll taxes and shall be paid in 12 equal monthly installments beginning in the month of August 2024.

b. **Sick Leave.** The Superintendent shall be entitled to eight (8) days of sick leave during the contract year. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.

c. **Vacation.** The Superintendent shall have twenty (4) 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. 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 upon request. The District shall compensate the Superintendent for unused vacation days upon the conclusion of employment at a rate of $100.00 per day

d. 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.

e. Cell Phone. The Superintendent shall be required to purchase and maintain a cellular phone so that the Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Superintendent up to a maximum of $100 per month for the actual cost of a cellular phone service plan.

f. 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 $750.00 or more.

Section 13. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of

the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 14. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

Section 15. Evaluation. The Board shall evaluate the Superintendent twice during the Superintendent's 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 the Superintendent evaluation an agenda item for the regular December Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 16. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by carrying out the Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's performance of duties or position as the Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the Superintendent acted in good faith and in a manner which the Superintendent reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the Superintendent's conduct was unlawful.

Section 17. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, the Superintendent will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this contract. In deference to the requirements of state and federal law, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of the position.

Section 18. Disciplinary Action. The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising the Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

Section 19. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

Section 20. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 21. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

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

Executed by the Board this ___ day of April, 2024.

Ed Knott President, Board of Education	Lauren Mrsny, Secretary, Board of Education

Executed by the Superintendent this 18 day of April, 2024.

Damon McDonald, Superintendent