

January Meeting
Monday, January 10, 2022 7:00 PM

Media Center, Amherst School
100 N. Sycamore
Amherst, NE 68812-0008

Agenda

1. Call meeting to order
 - 1.1. Pledge of Allegiance
2. Notice of adherence to the Open Meeting Law
3. Roll Call
 - 3.1. Excuse absent Board members
4. Approval of Minutes, Claims and Reports
 - 4.1. Review previous meeting minutes
 - 4.2. Review financial reports and monthly claims
 - 4.3. Board Action on consolidated motion approving Minutes, Claims and Financial Reports
5. Public Comment
6. Reports and communications from board members.
7. Principal's Report
8. Superintendent's Report
9. Old Business
10. New Business
 - 10.1. Election of Officers
 - 10.2. Board President's appointment of members to Board Committees and Positions.
 - 10.3. Approve 2022-23 negotiated agreement with the Amherst Education Association.
 - 10.4. Present proposed 2022-23 School Calendar
 - 10.5. Superintendent/Elementary Principal Position for the 2022-23 school year.
 - 10.6. First Reading Policy 710
 - 10.7. First reading of Option policy 710.2 Amherst Preschool.
 - 10.8. Superintendent Goals
11. Miscellaneous or non-action items
 - 11.1. School Board Elections
 - 11.2. Board Retreat: February 8th, 12 p.m.
 - 11.3. Board Group Picture
12. Adjourn

Board of Education Regular Meeting

December 13, 2021 5:30 PM
Media Center

Board Members Present:

Ryan Fisher, Karen Harmony, Terry Abbott, Casey Mitchell, Les Adelung

Visitors Present: Mr. Matt Gordon, Mr. Roger Thomsen, Cari Mestl, Jen Rippen, Lacey Schroeder, Jodi Eckhout

Motion to excuse absent Board member, Jess Day. Motion by Les Adelung and second by Terry Abbott.

Vote: Fisher – Yes, Mitchell – Yes, Harmony – Yes, Abbott– Yes, Adelung – Yes

Vote 5-0, motion carried

Motion to approve Minutes, Claims and financial Reports. Motion by Ryan Fisher and second by Terry Abbott.

Vote: Fisher – Yes, Mitchell – Yes, Harmony – Yes, Abbott– Yes, Adelung – Yes

Vote 5-0, motion carried

Motion to approve Superintendent’s evaluation as presented. Motion by Casey Mitchell and second by Karon Harmony.

Vote: Fisher – Yes, Mitchell – Yes, Harmony – Yes, Abbott– Yes, Adelung – Yes

Vote 5-0, motion carried

Motion to approve preschool/daycare and prekindergarten/daycare classes for the 2022-2023 school year. Motion by Ryan Fisher and second by Les Adelung.

Vote: Fisher – Yes, Mitchell – Yes, Harmony – Yes, Abbott– Yes, Adelung – Yes

Vote 5-0, motion carried

Motion to adjourn at 7:08 PM. Motion by Casey Mitchell and a second by Terry Abbott.

Vote: Fisher – Yes, Mitchell – Yes, Harmony – Yes, Abbott– Yes, Adelung – Yes

Vote 5-0, motion carried

President Adelung began the Regular Board Meeting in the Media Center at 5:30 PM. President Adelung made known the location of the “Open Meetings Law” poster, which is hanging on the Media Center’s wall. Superintendent Gordon reported on a new proposal for school funding that is planned for the next legislative session. It would benefit Amherst and most school districts in Nebraska as the state would further fund education allowing districts to lower their levy.

The next regular monthly meeting will be held Monday, January 10, 2022 in the Media Center at 7:00 PM

Chairperson

Superintendent

FINANCIAL REPORT For December 31, 2021

Fund	Bank 12/31/21	Interest	Co. Treas 11/30/21	NSDLAF 12/31/21	Int.	TOTAL 12/31/21	Mo. Intr.	Balances 12/31/20
General	2,259,901.68	697.22	23,659.20	767.08	0.01	2,260,668.76	697.23	1,279,614.97
CD								
Lunch	29,814.43	1.85				29,814.43	1.85	30,100.61
Petty Cash	1,791.57					1,791.57		3,238.63
Activity	209,453.43	17.48				209,453.43	17.48	201,811.50
Retirement	41,943.41					41,943.41		39,946.72
Spe. Bld.	1,573,396.47	400.51	2,403.29	234.97	0.00	1,573,631.44	400.51	654,595.95
CD								
Handicp	1,106.31	0.30		502.93	0.01	1,609.24	0.31	1,103.05
Deprec.	597,933.56	152.29		438.54	0.00	598,372.10	152.29	596,142.61
Unemploye	9,049.48			2,221.65	0.02	11,271.13	0.02	9,049.48
Caf. Plan	7,530.03					7,530.03	0.00	7,536.50
Bond	108,199.76	32.09	486.60	9,107,565.89	54.39	108,199.76	32.09	340,225.12
TOTAL	4,840,120.13	1,301.74		9,111,731.06	54.43	4,844,285.30	1,301.78	3,163,365.14

interest .35% General fund, Bond Fund, Special Building, and Depreciation Funds
interest .1% on all other accounts

	Budgeted	Spent to Date	Under budget
General Fund	\$ 5,100,000.00	\$ 1,583,705.11	1.95%
Lunch Fund	\$ 380,000.00	\$ 105,716.02	5.18%

21-22 General Fund Project expence	174,966.01
Total Project Spending	256,516.01

Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
01 - GENERAL FUND				
	00033861	01/08/2022	ACT	675.00
	00033862	01/08/2022	Am. Family Life Assurance Co	1,585.96
	00033863	01/08/2022	AFLAC	67.39
	00033864	01/08/2022	Amherst Post Office	348.00
	00033865	01/08/2022	ASK Supply Co.	481.24
	00033866	01/08/2022	Kearney Auto Value	31.98
	00033867	01/08/2022	Axmann Heating & Air Conditioning	68.75
	00033868	01/08/2022	Heartland Bank	35.00
	00033869	01/08/2022	Bauer Construction	40.00
	00033870	01/08/2022	Blue Cross-Blue Shield	49,000.22
	00033871	01/08/2022	Bosselman Energy	394.96
	00033872	01/08/2022	Capital One Bank	265.42
	00033873	01/08/2022	Cash Drawer-amherst School	28.09
	00033874	01/08/2022	Cdw Government, Inc	33.00
	00033875	01/08/2022	Coachmaster's Inc	11,294.79
	00033876	01/08/2022	Copy Cat Printing	96.41
	00033877	01/08/2022	Culligan of Kearney	138.00
	00033878	01/08/2022	Dawson Co Pub Power	4,006.43
	00033879	01/08/2022	Eakes Office Plus	1,372.26
	00033880	01/08/2022	Ecolab Pest Elimination	73.42
	00033881	01/08/2022	ESU 10	29,675.57
	00033882	01/08/2022	First Bankcard	1,055.43
	00033883	01/08/2022	Frontier	466.36
	00033884	01/08/2022	Harris School Solutions	271.80
	00033885	01/08/2022	Heartland Bank	47,261.15
	00033886	01/08/2022	Heartland Refrigeration LLC	239.00
	00033887	01/08/2022	Hometown Leasing	492.30
	00033888	01/08/2022	Horace Mann	24.66
	00033889	01/08/2022	Horace Mann	25.00
	00033890	01/08/2022	OnToCollege with John Baylor	3,200.00
	00033891	01/08/2022	Johnstone Supply	139.12
	00033892	01/08/2022	Kearney Hub	457.60
	00033893	01/08/2022	Liberty National Life Ins. Co	245.06
	00033894	01/08/2022	Matheson-Linweld Tri-Gas Inc	217.67
	00033895	01/08/2022	Menards - Kearney	239.01
	00033896	01/08/2022	EEA Technologies Inc (Methe)	85.00
	00033897	01/08/2022	Midwest Floor Specialists	2,690.00
	00033898	01/08/2022	Miscellaneous Cash Account	2,046.92
	00033899	01/08/2022	T&T Mobile Washing	300.00
	00033900	01/08/2022	Ne Assoc Of School Boards	250.00
	00033901	01/08/2022	NCS Pearson, Inc	11.44

Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
	00033902	01/08/2022	Nebraska Council of School Administrators	180.00
	00033903	01/08/2022	Nebraska Safety & Fire Equip	450.00
	00033904	01/08/2022	PowerSchool Group LLC	1,879.39
	00033905	01/08/2022	Principal Life	750.02
	00033906	01/08/2022	Ravenna Sanitation	433.00
	00033907	01/08/2022	Retirement	39,863.71
	00033908	01/08/2022	Heartland Bank	6,619.16
	00033909	01/08/2022	Bobbi Sorensen	79.75
	00033910	01/08/2022	Black Hills Energy	2,208.86
	00033911	01/08/2022	SPARQ Data Solutions	2,100.00
	00033912	01/08/2022	Heartland Bank	4,699.16
	00033913	01/08/2022	Verizon Wireless	48.29
	00033914	01/08/2022	Village Of Amherst Water Dept	407.25
	00033915	01/08/2022	Kearney Winnelson Co.	334.09
01 - GENERAL FUND Totals:				219,482.09
06 - LUNCH FUND				
	00004378	01/08/2022	Apple Acres	160.00
	00004379	01/08/2022	Cash-wa Dist Co	9,889.28
	00004380	01/08/2022	Heartland Bank	1,677.23
	00004381	01/08/2022	Mi6 Pizza, Inc	888.00
	00004382	01/08/2022	Miscellaneous Cash Account	283.26
	00004383	01/08/2022	Retirement	1,678.81
	00004384	01/08/2022	Heartland Bank	236.32
	00004385	01/08/2022	The Thompson Co - US FOODS	954.87
06 - LUNCH FUND Totals:				15,767.77
Report Total:				235,249.86

AMHERST PUBLIC SCHOOL
DISTRICT 0119
BUFFALO COUNTY

NEGOTIATED AGREEMENT

BETWEEN

AMHERST PUBLIC SCHOOLS
BOARD OF EDUCATION

AND THE

AMHERST EDUCATION ASSOCIATION

FOR 2022-2023
SCHOOL TERM

January 10, 2022

PREAMBLE

This Agreement is made and entered into **January, 10, 2022** by and between the Board of Education of the School District of Amherst (hereinafter referred to as the 'Board'), in the county of Buffalo, in the state of Nebraska, and Amherst Education Association (hereinafter referred to as the 'Association').

GENERAL PURPOSE

The Amherst Board of Education and the Amherst Education Association recognize that the development of a quality educational program for the children attending the public schools of Amherst is a joint responsibility, which can best be achieved by agreement that all parties work toward common goals. The public officials and the Association enter in this agreement with mutual dedication, recognizing that experience, creativity and judgment are necessary to reach the community's educational needs.

ARTICLE I- SALARIES

Salary Schedule of each teacher covered by this agreement is set forth in Schedule "A" which is attached to and made a part of the negotiated agreement. The base salary for **the 2022-2023 school year is to be \$36,900 with 4%** vertical increments for each additional year experience and 4.5% horizontal increments for each additional nine (9) hours allowed above the BA degree. Each increment is to be figured as a percent of the base. * The attached salary schedule reflects the addition of a step at the bottom of all vertical columns and the elimination of the BA+45 label from the MA+9/BA+45 column. All teachers without a master's degree currently in this column will remain in this column as long as they remain employed by the District.*(December 10, 2014)

ARTICLE X -LIMITATIONS

The foregoing written provisions and cited attachments constitute the entire scope of the negotiated agreement between the Board of Education of Amherst Public School District #119, Buffalo County, Nebraska and the Amherst Education Association for the School term of **2022-2023**. This contract shall be effective at the beginning of the **2022-2023** school year, and shall continue in effect until the end of the **2022-2023** school year. If a new or substitute contract has not been duly entered into prior to the end of the **2022-2023** school year, the terms of this contract shall continue in full force and effect until such new or substitute contract is adopted. All previously written negotiated provisions are now null and void.

- A. All courses used for advancement on the salary schedule must be graduate courses that are approved by the Superintendent; all graduate courses must be classes that will help the teacher improve his/her curriculum area, classroom management skills, or other educational related classes that will enhance the teacher's ability in the classroom.

Part-time teacher's salaries shall be pro-rated based on their full-time equivalency (FTE).

The Amherst Board of Education may grant an applicant credit for 5 years of previous teaching for initial placement on the salary schedule column that accurately reflects the applicant's educational achievement. An applicant with no prior teaching experience may be placed upon the schedule at any step up to the fourth step on the column that accurately reflects his or her educational achievement. When it becomes necessary to secure the services of a qualified teacher, the board of education may grant more than 5 years of experience or other compensation. When granting more than 5 years of experience, the board may grant the teacher only his/her years of actual teaching experience, and shall be limited by the number of steps in the column that accurately reflects the teacher's educational achievement. The amount of other compensation, such as but not limited to the payment of moving expenses or a signing bonus, shall not exceed \$5,000. The school district shall notify the president and chief negotiator of the association whenever it grants a newly hired teacher more than 5 years of experience or pays additional compensation.

- B. Extra Duty Schedule covered by this agreement is set forth in Schedule "B" which is attached to and made a part of the negotiated agreement. The experience for the experience factor must be:
 1. at Amherst Public Schools and,
 2. in the particular extra-curricular area.

A teacher re-entering an extra-curricular area will receive credit for all experience in the particular extra-curricular area at Amherst Public Schools

In the event there is not an assistant, the head coach may receive 3% of base in lieu of an assistant if the Board of Education approves.

Should an activity sponsor be supervising an activity on a Saturday, the Sponsor will be reimbursed \$5.00 for their noon meal if the activity is a morning-afternoon activity. The Sponsor shall turn in a receipt of expense to claim reimbursement.

Any activity taking place during class time shall receive no unit or percent remuneration

- C. Each teacher shall continue to receive 12 monthly payments, however, each teacher will have the option to receive the final 3 payments in a lump sum with the regular June payroll, provided the teacher has notified the Superintendent in writing on or before May 1, the district has the necessary funds to make this payment, and it is approved by the Board of Education.

ARTICLE II-INSURANCE BENEFITS

- A. The Board will provide insurance benefits as follows:
1. All teachers must be covered by health insurance, Nebraska Blue Cross/Blue Shield.
 2. Employee Insurance \$1050.00 deductible @ \$748.34/month with the School District paying full cost.
 3. Employee and Child(ren) \$1050.00 deductible @ \$1384.45/month with the School District paying full cost.
 4. Employee and Spouse \$1050 deductible @ \$1571.52/month with the School District paying full cost.
 5. Employee, Spouse and Child(ren) \$1050.00 deductible @ \$2110.15/month with the School District paying full cost.
 6. Any teacher not participating in the health insurance can receive a cash payment. The teacher must provide proof of health coverage. The amount of the payment by the district shall be \$400 per month. (See Article IX)
 7. Part-time teachers shall receive the above benefits pro-rated based on their full-time equivalency (FTE) unless an agreement supersedes this agreement.
 8. Single Dental Coverage (PPO-100% A, 75%B, 50% C Coverage) @ \$29.54 with the School District paying full cost.

ARTICLE III-LEAVE

A. **SICK LEAVE**

Each teacher will be granted eight (8) days sick leave per year with accumulation up to 45 days. Sick leave shall be defined as leave granted for personal illness of the teacher or illness or death of the teacher's spouse, children and the teacher's mother or father. The Board may require a slip from a doctor for a teacher's absence due to illness.

Any teacher having 46 or more sick leave days as of May 30, 1997 will be given their own sick bank. Those teachers will then be given 8 days per year to use that year with no further accumulation. If they use all 8 days and need more, they will be allowed to use days out of their own bank.

B. PERSONAL LEAVE

Three (3) days per year to be used as the teacher deems necessary as long as 24 hour's notice is given to the school administrator. No more than 3 teachers will be allowed to take such leave on the same day except in event of an emergency. Personal leave may accumulate to five (5) days.

With administrative approval a teacher may trade two (2) sick days for one (1) personal day two times per contract year. Teachers are not allowed to use banked sick days

BREAVEMENT LEAVE.

Teachers will be provided leave with pay to attend and/or to prepare for the funeral of a member of the immediate family.

1. Certified staff members will be allowed to use ten (10) available sick days in the case of the death of an immediate family member. Immediate family member would be defined as wife, husband, daughter, or son.
2. Five (5) days will be allowed for each occurrence if the immediate family is defined as father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, or grandchild.
3. Three (3) days will be allowed for each occurrence if the immediate family is defined as brother, brother-in-law, sister or sister-in-law.
4. Two (2) days will be allowed for each occurrence if the immediate family member is defined as grandparent.
5. One (1) day will be allowed for each occurrence if the immediate family member is defined as aunt or uncle.
6. Teachers will be allowed to use one (1) day of available sick leave to attend the funeral of other relatives and friends. Teachers will be allowed one (1) additional day to attend the funeral of relatives if the teacher reimburses the district an amount equal to the cost of a substitute.

C. PROFESSIONAL LEAVE

Each teacher will be granted two (2) professional leave days a year to attend professional meetings in the teacher's field or for visitation days to another school which would be beneficial to the students of Amherst Public School. All professional leave is to be requested 24 hours in advance and approved by the Superintendent.

ARTICLE IV – LONG TERM DISABILITY

Each certified staff member will be covered with Long Term Disability insurance. The district will pay each employee the premium amount and automatically deduct that amount from the employee's monthly paycheck.

ARTICLE V – SECTION 125 (CAFETERIA) PLAN

Medical reimbursement in the existing Section 125 (Cafeteria) Plan will be offered at IRS maximum as defined in the TASC plan.

ARTICLE VI - SEVERANCE PAY

Each teacher who leaves the employment of the Amherst Public School shall receive one-half of substitute pay for each day of unused sick leave and personal leave that he/she has accumulated. Such remuneration shall be payable in one installment with the July payroll. Anyone below 45 will only be paid up to 45 days.

ARTICLE VII - GRIEVANCE

The Board of Education and Teacher's Association agree to the grievance procedure previously adopted on July 9 2007 and set forth in Schedule "C" which is attached to and made a part of the negotiated agreement.

ARTICLE VIII - CLASS ASSIGNMENTS

No teacher will be assigned more than seven classes or study halls in an eight period day. If such assignment is deemed necessary, the teacher shall receive a stipend equal to 1/8 of a substitute’s pay per day for that class.

Article IX CASH IN LIEU OF INSURANCE

The Board of Education and the Teacher’s Association will implement a Section 125 “cafeteria “ plan as per Internal Revenue Service Rules , and includes the following:

1. Teachers may elect to take health and dental insurance coverage or the cash payment.
2. Cash will be treated as income. State and federal taxes will be withheld and income taxes are due on this income
3. The cash will not be used to determine compensation for Nebraska Teacher Retirement System.

ARTICLE X -403(b) Retirement Plan

Teachers may elect to participate in a pretax retirement plan.

ARTICLE XI -LIMITATIONS

The foregoing written provisions and cited attachments constitute the entire scope of the negotiated agreement between the Board of Education of Amherst Public School District #119, Buffalo County, Nebraska and the Amherst Education Association for the School term of **2022-2023**. This contract shall be effective at the beginning of the **2022-2023** school year, and shall continue in effect until the end of the **2022-2023** school year. If a new or substitute contract has not been duly entered into prior to the end of the **2022-2023** school year, the terms of this contract shall continue in full force and effect until such new or substitute contract is adopted. All previously written negotiated provisions are now null and void.

Board of Education President
Les Adlung

AEA Negotiation Team Member
Ken Mestl

Date

Date

Schedule A
2022-2023

	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18
Step 1	1.000 \$36,900.00	1.045 \$38,560.50	1.090 \$40,221.00	1.135 \$41,881.50	1.180 \$43,542.00	1.225 \$45,202.50	1.270 \$46,863.00
Step 2	1.040 \$38,376.00	1.085 \$40,036.50	1.130 \$41,697.00	1.175 \$43,357.50	1.220 \$45,018.00	1.265 \$46,678.50	1.310 \$48,339.00
Step 3	1.080 \$39,852.00	1.125 \$41,512.50	1.170 \$43,173.00	1.215 \$44,833.50	1.260 \$46,494.00	1.305 \$48,154.50	1.350 \$49,815.00
Step 4	1.120 \$41,328.00	1.165 \$42,988.50	1.210 \$44,649.00	1.255 \$46,309.50	1.300 \$47,970.00	1.345 \$49,630.50	1.390 \$51,291.00
Step 5	1.160 \$42,804.00	1.205 \$44,464.50	1.250 \$46,125.00	1.295 \$47,785.50	1.340 \$49,446.00	1.385 \$51,106.50	1.430 \$52,767.00
Step 6	1.200 \$44,280.00	1.245 \$45,940.50	1.290 \$47,601.00	1.335 \$49,261.50	1.380 \$50,922.00	1.425 \$52,582.50	1.470 \$54,243.00
Step 7		1.285 \$47,416.50	1.330 \$49,077.00	1.375 \$50,737.50	1.420 \$52,398.00	1.465 \$54,058.50	1.510 \$55,719.00
Step 8			1.370 \$50,553.00	1.415 \$52,213.50	1.460 \$53,874.00	1.505 \$55,534.50	1.550 \$57,195.00
Step 9				1.455 \$53,689.50	1.500 \$55,350.00	1.545 \$57,010.50	1.590 \$58,671.00
Step 10				1.495 \$55,165.50	1.540 \$56,826.00	1.585 \$58,486.50	1.630 \$60,147.00
Step 11					1.580 \$58,302.00	1.625 \$59,962.50	1.670 \$61,623.00
Step 12					1.620 \$59,778.000	1.665 \$61,438.50	1.710 \$63,099.00
Step 13						1.705 \$62,914.50	1.750 \$64,575.00
Step 14							1.79 \$66,051.00

Schedule B

**2022-2023
Amherst Public School District 119**

	Base %	Experience Factor	Maximum
Athletics			
Athletic Director	12	0.6	16.8
Head Football	10	0.5	14
Asst. Football	6	0.3	8.4
JH Football	1	0.1	1.5
Head Volleyball	10	0.5	14
Asst. Volleyball	6	0.3	8.4
JH Volleyball	1	0.1	1.5
Cross Country	8	0.5	12
Head Basketball	10	0.5	14
Asst. Basketball	6	0.3	8.4
JH Basketball	1	0.1	1.5
Head Wrestling	10	0.5	14
Asst. Wrestling	6	0.3	8.4
JH Wrestling	1	0.1	1.5
Head Track	10	0.5	14
Asst. Track	6	0.3	8.4
JH Track	1	0.1	1.5
Golf	8	0.5	12
Activities			
Pep Band	6	0.3	8.4
Play	5	0.25	7.5
Speech	5	0.25	7.5
Journalism	4	0.2	5.6
Cheer	5.5	0.275	8.25
Dance	5.5	0.275	8.25
Academic Decathlon	1	0	1
FBLA	7	0.5	9
FFA	7	0.5	9
FFA extended	base/182*15=pay		
NHS	1	0	1
E-Sports	1.5	0	1.5
Class Sponsors			
Senior Class	1.5	0	1.5
Junior Class	1.5	0	1.5
Sophomore Class	0.5	0	0.5
Freshman Class	0.5	0	0.5

Grievance Procedure Amherst Public School District 0119

Grievance Procedure

Purpose:

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

1. Definitions:

- A. Grievance: Any claim or claims by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation or misapplication of Board policy or contract terms.
- B. Grievant: Teacher, group of teachers, or the Association making the claim as provided in Paragraph 1.A.
- C. Time Limits: All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year. Time limits shall consist of all week days, Monday through Friday. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.
- D. Grievance Meetings and Hearings: All meetings and hearing under this procedure up to and including Step 2 shall be conducted in private and shall include only the Administrations representatives and the grievant and his/her designated representatives. If the grievant chooses to represent himself/herself, the association shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure. Hearings before the Board shall be open or closed, at the discretion of the grievant and the Board of Education.

2. Administrative Channels:

Should a teacher have a claim based upon a condition which affects the teacher's welfare or morale but which is not subject to the grievance definitions outlined above, the teacher shall have the right to use normal administrative channels to solve the problem.

The process shall commence with the teacher's immediate superior, and if requested by the teacher, the teacher may have a representative of the association present.

3. Association Representative:

A grievant shall have the right to have Association representatives present to represent the grievant at each level of the grievance procedure. Where a grievant chooses to represent himself/herself, the Association, at its discretion may have representatives present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented. Nothing herein shall be construed as limiting the right of any teacher to discuss his/her grievance informally with his/her immediate superior and having the grievance adjusted informally. The Association shall be notified in writing of the issues and the settlement before any settlement becomes effective. The settlement shall not be inconsistent with the terms of the negotiated agreement.

Under this provision, the Board of Education recognizes the grievance committee of the Association and its grievance representatives as parties in interest to any grievance proceedings as provided above.

4. Reprisals

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

5. Withdrawal of a Grievance

An employee may withdraw his/her grievance at any level of the procedure without fear of reprisal from any party. Where the Association feels that the issues involved should be resolved, the Association may assume the grievance at the point discontinued by the individual and proceed through the remainder

of the procedure.

6. Advance Step Filing

When, in the view of the Association, a grievance affects a class or group of teachers, the Association may file such grievance at Step 2 of this procedure.

7. The Procedure:

The Board believes that it is usually desirable for an employee and his/her immediate supervisor to resolve through free and informal communications. When requested by the teacher, a representative of the may assist in this resolution. However, when the grievance remains unresolved, then the grievance be processed as follows:

Step 1: The employee or the Association may present the grievance in writing to the employee's Principal who will arrange for a meeting of the parties in interest within three (3) days. The Association's representative, the grievant, and his/her Principal shall be present for the meeting. Within two (2) days the Principal shall provide the grievant and the Association with a written answer to the grievance.

Step 2: If the grievance is not resolved at Step 1, the grievant or the Association shall refer the grievance to the Superintendent or his/her official designee within six (6) days of receipt of the answer in Step 1. The Superintendent shall arrange for a hearing with the grievant and the Association's representatives to take place within five (5) days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses deemed necessary to develop the facts pertinent to the grievance. The Superintendent will have four (4) days from the day of the hearing to provide the grievant and the Association his/her written decision.

Step 3: If the grievance is not resolved at Step 2, the grievant or the Association shall refer the grievance in writing to the Board president who shall have ten (10) days from the date the appeal is received in which to schedule a hearing on the grievance before the Board of Education. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the grievance. The Board will have five (5) days from the date of the hearing to notify, in writing, the grievant and the Association of the Board's decision.

The Board's decision will be final, unless appealed to the District Court or Court of Industrial Relations.

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
AMHERST PUBLIC SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Amherst Public Schools**, legally known as **Buffalo County School District 10-0119**, and referred to as "the Board" and "the District" respectively, and **Matt Gordon**, 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 1 year(s) beginning on July 1, 2022, and expiring on June 30, 2023. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular December board meeting** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular November meeting** of each year of this contract and shall make the renewal of the Superintendent's employment contract an agenda item for the regular **December** board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to 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 \$120000.00 which shall be paid in 12 equal monthly installments beginning in the month of August 2022. 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 the Superintendent's accumulated sick leave, 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 rate approved by the Board.

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

- a. Health Insurance.** Employee, spouse, and children health insurance (Superintendent's choice) that is equivalent or superior to BC/BS health insurance with a \$1050.00 deductible.
- b. Dental Insurance.** Single health insurance that is equivalent or superior to BC/BS (PPO-80% A&B with 50% C coverage).
- c. Sick Leave.** The Superintendent shall be entitled to 8 days of sick leave per year which may accumulate to a total of 45 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, 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.
- d. Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the District's carrier at the Superintendent's own expense.
- e. Vacation.** The Superintendent shall have Fifteen (15) 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 Fifteen (15) 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 \$1:00 per day.

- f. Professional Development.** The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.
- g. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators.
- h. Bereavement Leave.** The Superintendent shall be permitted allowed to use sick leave as bereavement leave.
- i. Holidays.** The Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day, unless working on these days is necessary for the Superintendent to fulfill his or her duties: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

- j. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB.REV. STAT. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$1,000.00 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 no later than the regular November meeting.

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 contract.

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 _____, 2022.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ___ day of _____, 2022.

Superintendent

Policy: 710

ADMISSION REQUIREMENTS

Minimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins). The School Board may admit a child who will reach the age of age of five years on or after August 1 and on or before October 15 of such school year) if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child has demonstrated through the Developmental Assessment of Young Children (DAYC) examination that the child is capable of handling the work of kindergarten.

The school psychologist, speech pathologist, and a kindergarten teacher will use the DAYC to assess the child's cognitive, communication, social-emotional, physical and adaptive behavior development. The school psychologist, speech pathologist and kindergarten teacher will evaluate DAYC results to determine the child's readiness for kindergarten.

Kindergarten Admission Process

Class size is set by the Board annually. All resident students, siblings of option students and children of staff members are accepted. Option families that are new to the district must fill out an application. Priority shall be accorded in the following order: (1) Group I, students who attended preschool in Amherst (2) Group II, options students who are new to the District.

A computer generated lottery will be held on the 1st Wednesday of March for each group until the class reaches capacity.

Parents of potential Kindergarten students may pick up an application at the office the 1st Monday after the start of the school year.

Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

(1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).

(2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade

and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.

(3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.

(4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenza type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law.

(5) On and after July 1, 2010, every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

Military Families

If a parent presents evidence to the District of military orders that military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily the parent's students.

Option Enrollment Admission Process

A. Process and Time Lines to Option In

For a student to attend Amherst Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the Amherst Public School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period"). In the event a student relocates from the Amherst Public School District to a different school district and wishes to attend Amherst Public Schools as an option student, the application period is within thirty (30) days after the relocation. In the event the Amherst Public School District merges with another school district and a student wishes to attend Amherst Public Schools as an option student, the application period is within thirty (30) days after the effective date of the merger.

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

Provisions for Waiver of Application Deadline

The application deadline will be waived by the School Board for applications to option into the Amherst Public School District, provided that the application contains a release approval from the resident district and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School Board to be at capacity in accordance with the capacity standards and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on a timely basis and the filing deadline has not been waived.

3. Previous Option Enrollment: An option enrollment application shall be rejected in the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the "one-time" rule is applicable to the student's circumstance.

4. Other Reasons: In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

- I. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- II. Would require the procurement of new equipment, technology, or furnishings;
- III. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- IV. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- V. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

VI. An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School Board determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law.

5. The school district shall accept an option student only to the extent that the school district's then current staff and facilities are sufficient to accommodate the student's needs without significantly increasing the operating costs of the school district, such as by requiring the hiring of new staff.

6. The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those with a sibling in attendance at Amherst Public Schools, with priority within this group being given to those who had earliest filed applications, and (3) third to those without an option student sibling in attendance at Amherst Public Schools, with priority to those within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent's designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School Board will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building or in any special education programs operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and availability of appropriate special education programs, and may declare a program, class or school unavailable to option students due to lack of capacity. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared. Capacity for grade level and special education programs are set at:

Kindergarten through 5 th grade	23 students
6 th through 12 grade	28 students
K-12 special education programs	20 students
K-12 speech language program	30 students

Current employees' children are exempt from education capacity requirements. Siblings of current option students are exempt from the education capacity requirements but remain subject to rules stated in section B of this policy. A family may not circumvent the purpose of this policy by enrolling a child in a class that has not reached capacity one year and then optioning a sibling into a class that is at capacity the next.

E. Releases for Options Out

A request for release of a resident student of the Amherst Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted unless the release shall not be granted if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

The Superintendent or the Superintendent's designee is hereby authorized to execute such releases on behalf of the School Board and the School District, subject to subsequent ratification by the School Board.

F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the Amherst Public School District, the Superintendent or the Superintendent's designee shall notify, in writing, the parent or legal guardian of the student, the resident school district, and the State Department of Education whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the Amherst Public School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

G. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law.

H. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the Amherst Public Schools and its school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Student Residence, Admission and Contracting for Educational Services

Students shall be admitted to the School District, upon request and without charge, who are:

1. A resident of the School District for purposes of school enrollment. A student is a resident of the School District if the student resides in the School District or at least one of the student's parents resides in the School District.

2. A homeless student. The following definition shall be used to determine which students fit this category:

A homeless individual is one who (1) lacks a fixed, regular, and adequate nighttime residence and (2) has a primary nighttime residence in a supervised publicly or privately

operated shelter designed to provide for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an Act of Congress or State law.

3. Approved for option enrollment into the School District.

Students may be admitted to the School District, or continue in enrollment, where:

1. The student is not a resident of the School District and is a resident of Nebraska. Such enrollment shall be pursuant to a contract between the Boards of Education of the School District and the school district in which the student is a resident and upon the collection of tuition pursuant to such contract. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.

2. The student is not a resident of the School District and is a resident of another State. Such enrollment shall be subject to collection of tuition in advance at a rate determined by the School Board. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.

3. The student is participating in an approved Foreign Exchange Program.

4. The student is a child of a member of the military on active duty and residing on certain property ceded to the United States and stationed in, near or adjacent to the School District, and children of employees of the federal government residing in Nebraska on national parks or national monuments within the State in, near or adjacent to the School District. Such discretionary admission shall be without charge for tuition.

5. The student's residency in the School District ceases during the school year. In such case, the student may be allowed to continue attending the School District for the remainder of that school year.

A child who is a ward of the state or court and (1) has been placed in the School District but had resided in a different school district at the time the child became a ward and does not reside in a foster family home, or (2) has been placed in an institution which maintains a State-approved special education program, may be enrolled in the School District to the extent required by law. In such event, costs of education and transportation are to be paid by the State, but not in advance. The child remains a resident of the school district in which the child resided at the time the child became a ward.

A child who is a ward of the state or court who resides in the School District in a foster family home licensed or approved by the Department of Health and Human Services ("Department") or a foster home maintained or used by the Department, remains a resident of the school district in which the child resided at the time the child became a foster child. This is subject to a determination being made in accordance with the Foster Care Review Act that the child will not attend such school district. If such a determination is made, the child is deemed to be a resident of the School District and will be admitted as a resident student.

A child who is not a ward of the state or court and who is residing in a residential setting in the School District for reasons other than to receive an education is subject to the following: First, if the residential setting does not maintain an interim-program school, the School District will provide the educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement, as and to the extent required by law.

This is subject to the parent or guardian and such other school district agreeing to have such other school district provide the educational services. Second, if the residential setting does maintain an interim-program school, the child's educational services will be provided by the interim-program school without the School District's involvement. However, the School District may provide educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement.

All admissions are subject to the condition that admission requirements other than residency be satisfied to the extent required by law and that the School District is legally responsible for or authorized to admit the child or provide educational services to the child.

Legal Reference: Neb. Rev. Stat. ' 79-215 (residency and admission)
Neb. Rev. Stat. ' 79-215 (children of military or federal employee parent)
Neb. Rev. Stat. ' ' 79-232 to 79-246 (option enrollment)
42 U.S.C. § 11431 et. seq. (McKinney-Vento Homeless Assistance Act)
NDE Rule 9

Date of Adoption: June 8, 2020

710 Attachments

FORMS FOR HEALTH RELATED ADMISSION REQUIREMENTS

- 1. Notice of Requirements for Student Admission—Birth Certificate, Immunization, Physical Examination and Visual Evaluation**
- 2. Immunization—Affidavit of Refusal—For Reason of Religious Conflict**
- 3. Immunization—Affidavit of Refusal—For Reason of Religious Conflict (Alternative: HHS Form)**
- 4. Immunization—Affidavit of Refusal—For Medical Reason (HHS Form)**
- 5. Immunization—Medical Documentation of Varicella (Chickenpox) Disease (HHS Form)**
- 6. Physical Examination or Visual Evaluation—Parent Objection Form**
- 7. Waiver of Physical Examination/Visual Evaluation Requirement (HHS Form)**
- 8. HHS Summary of the School Immunization Rules and Regulations 2009-2010**
- 9. Request for Non-Disclosure of High School Personal Information to Institutions of Higher Education and Military Recruiters**
- 10. Section 9528. Armed Forces Recruiter Access to Students and Student Recruiting Information**
- 11. Affidavit (For Child to Enroll Early in Kindergarten)**

**NOTICE OF REQUIREMENTS FOR STUDENT ADMISSION—
BIRTH CERTIFICATE, IMMUNIZATION, PHYSICAL EXAMINATION
AND VISUAL EVALUATION**

Nebraska law requires that the parents or legal guardian furnish the following documents as a condition of admission to school:

1. A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
2. Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
3. Evidence of a visual evaluation (for school year 2008-2009 and each school year thereafter) by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
4. Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenza type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law (refer to Health and Human Services regulations, 173 NAC 3).
5. On and after July 1, 2010, every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

**AFFIDAVIT OF REFUSAL OF IMMUNIZATION--
FOR REASON OF RELIGIOUS CONFLICT
(For School Admission)**

The undersigned, being first duly sworn, states upon oath as follows

This affidavit is submitted for the following child: _____.

I state that I am submitting this affidavit in the position of (*initial* as appropriate):

_____ Self, as I am the child and I am of the age of majority

_____ As a legally authorized representative of the child based on (insert description of legal authority; e.g., parent or legal guardian):

I understand that state law requires that the child be protected by immunization against certain contagious diseases prior to enrollment in school. I hereby swear and affirm that such immunization requirements (*initial* as applicable):

_____ Conflict with the tenets and practice of a recognized religious denomination of which the child is an adherent or member; or

_____ Conflict with the personal and sincerely followed religious beliefs of the child.

I will not hold [Name] Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain immunization for the child.

IN WITNESS WHEREOF, this affidavit is signed and acknowledged this _____ day of _____, 20_____.

Affiant

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____.

Notary Public

AFFIDAVIT

Refusal of Immunization of Student for Religious Reasons

State of Nebraska

ss.

County of

This Affidavit is being submitted on behalf of

(Name of Student)

(Birthdate of Student)

If the student is of the age of majority:

I, _____, of lawful age and being first duly sworn,
(Name of Affiant/Student)
depose and state as follows:

Immunization conflicts with the tenets and practice of a recognized religious denomination of which I am an adherent or member or immunization conflicts with my personal and sincerely followed religious beliefs.

If the student is a minor:

I, _____, as legally authorized representative of
(Name of Affiant)

, of lawful age and being first duly sworn,
(Name of Student)
depose, and state as follows:

Immunization conflicts with the religious tenets and practice of a recognized religious denomination of which the student is an adherent or member or immunization conflicts with the student's personal and sincerely followed religious beliefs.

(Signature of Affiant)

SUBSCRIBED AND SWORN to before me this _____ day of _____

Notary Public

**REFUSAL OF IMMUNIZATION
For Medical Reasons**

As the physician of:

Child's Last Name	First Name	Age
Birth Date	School	Grade

**A. I have elected to not immunize this student against the following disease(s):
(check box*)**

- Diphtheria
- Tetanus
- Pertussis
- Polio
- Measles (Rubeola)
- Mumps
- Rubella (German Measles)
- Hepatitis B
- Varicella (chickenpox)

In my opinion, this/these immunization(s) would be injurious to the health and well-being of

- The student
- A member of the student's household or family

Comments _____

Signature of Physician	Date
------------------------	------

* Each disease for which a vaccine has not been administered must be checked. Parent / guardian must submit dates of immunization for all other diseases.

Documentation of Varicella (Chickenpox) Disease

(To be filled out by the parent, guardian, or medical provider of the child/student)

This document is being submitted on behalf of:

(Name of child/student)

(Birth date of child/student)

I _____ verify that the above listed child/student
Parent/Guardian/Medical Provider

had the varicella disease in _____ (year).

(Signature of parent/guardian/medical provider)

**PARENT OBJECTION TO
PHYSICAL EXAMINATION OR VISUAL EVALUATION
(For School Admission)**

I am the parent or guardian of the following children who are enrolling in the beginner grade or seventh grade in [Name] Public Schools, or who are transferring from out of state into any grade in [Name] Public Schools:

Child No. 1: _____

Child No. 2: _____

I understand that state law requires that the school be provided with: (1) evidence of a physical examination by a physician, physician's assistant, or nurse practitioner and (2) a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the:

___ physical examination

___ visual evaluation

(check one or both)

for the above named child(ren). I will not hold Amherst Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination or visual evaluation for the above named child(ren).

Dated this ___ day of _____, 20__.

Parent or Guardian _____

[Legal Reference: Neb. Rev. Stat. sections 79-214(3) and 79-220]

**Summary of the School Immunization Rules and Regulations
2009-2010**

Student Age Group	Required Vaccines
2-5 year olds enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine, 3 doses of Polio vaccine, 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age, 3 doses of pediatric Hepatitis B vaccine, 1 dose of MMR or MMRV given on or after 12 months of age, 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted.
Students entering school for the first time (K or 1 st Grade)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4 th birthday, 3 doses of Polio vaccine, 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age.
Students entering 7 th Grade	2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month, 1 dose of varicella (chickenpox) or MMRV if given on or after 12 months of age and prior to 13 years of age. If given at over 13 years of age, 2 doses of varicella (no MMRV), separated by at least one month. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. (For the 2009-2010 school year this includes students in grades kindergarten, 1 st , 2 nd , 3 rd , 4 th , 5 th , 7 th , 8 th , 9 th , 10 th , 11 th and 12 th graders, plus all out of state transfer students).
Transfer students from outside the State of Nebraska, regardless of grade (includes any foreign students)	2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month, 1 dose of varicella (chickenpox) or MMRV if given on or after 12 months of age and prior to 13 years of age. If given at over 13 years of age, 2 doses of varicella (no MMRV), separated by at least one month. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. (For the 2009-2010 school year this includes students in grades kindergarten, 1 st , 2 nd , 3 rd , 4 th , 5 th , 7 th , 8 th , 9 th , 10 th , 11 th and 12 th graders, plus all out of state transfer students).
All students not listed above (grades 1 through 6 and 8 through 12)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4 th birthday, 3 doses of polio vaccine 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month, For the 2009-2010 school year Varicella is required for kindergartners, 1 st , 2 nd , 3 rd , 4 th , 5 th , 7 th , 8 th , 9 th , 10 th , 11 th and 12 th graders, plus all out of state transfers.

**Request For Non Disclosure
Of High School Student Personal Information
To Institutions of Higher Education or Military Recruiters**

I hereby request that the name, address, and telephone listing of _____ (name of student), a high school student at [Name] Public Schools, not be released without prior parental consent to:

_____ institutions of higher education
_____ military recruiters
(check one, both, or none)

Signed by: ___ Student ___ Parent (Check One)

_____ Signature/Date

_____ Print Name

_____ Address

_____ City/State/Zip Code

Note to students/parents: This certificate can be signed by either student or a parent. The provision of this form does not reflect the position of [Name] Public Schools that the request for non-disclosure should or should not be made.

“SEC. 9528. ARMED FORCES RECRUITER ACCESS TO STUDENTS AND STUDENT RECRUITING INFORMATION.

“(a) POLICY.—

“(1) ACCESS TO STUDENT RECRUITING INFORMATION.—Notwithstanding section 444(a)(5)(B) of the General Education Provisions Act and except as provided in paragraph (2), each local educational agency receiving assistance under this Act shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school students names, addresses, and telephone listings.

“(2) CONSENT.—A secondary school student or the parent of the student may request that the student’s name, address, and telephone listing described in paragraph (1) not be released without prior written parental consent, and the local educational agency or private school shall notify parents of the option to make a request and shall comply with any request.

“(3) SAME ACCESS TO STUDENTS.—Each local educational agency receiving assistance under this Act shall provide military recruiters the same access to secondary school students as is provided generally to post secondary educational institutions or to prospective employers of those students.

20 USC 7908.

AFFIDAVIT
(For Child to Enroll Early in Kindergarten)

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of _____ (Child's name). The Child's date of birth is _____. The Child will reach the age of five years on or after August 1 and on or before October 15 of the current school year.

I elect to enroll the Child this school year and hereby affirm (check or initial appropriate provision for early enrollment):

_____ the Child attended kindergarten in another jurisdiction in the current school year; or

_____ the family anticipates relocation to another jurisdiction that would allow admission within the current year; or

_____ the Child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the board.

IN WITNESS WHEREOF, this affidavit is signed and acknowledged this ____ day of _____, 20_____.

Parent or Guardian

STATE OF NEBRASKA)
)
COUNTY OF _____) **ss.**

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____ by _____.

Notary Public

Policy 710.2

PRE-SCHOOL/Pre-Kindergarten ADMISSION REQUIREMENTS

A. Age

Pre-School: A student shall not be 4 years of age before March 1 of the calendar year in which the school year for which the child is seeking admission. Students who have reached 4 years of age on or before March 1 will have priority over 3-year old's. 3-year old's must turn 3 on or before July 31 in which the school year for which the child is seeking admission.

Pre-Kindergarten: A student shall not be 6 years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission. Students who have reached 5 years of age on or before July 31 will have priority over 4-year old's.

B. Capacity

The maximum number of students enrolled in each Pre-School and Pre-Kindergarten class is 20.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) Group I, resident students. Resident students lose priority after January 1 of the calendar year in which the school year for which the child is seeking admission. (2) Group II, siblings of option students and children of staff who are not residents. If a resident student turns in an application after January 1 they will be in group II. Group II applicants lose priority after January 15 of the calendar year in which the school year for which the child is seeking admission. (3) Group III, students of new options families and any student who turns in an application after January 15th.

A computer-generated lottery will be held on the 2nd Wednesday of February for each group until the 20 spots are filled.

Parents of 4-year old's born between March 1 and July 31 must choose between Pre-School and Pre-Kindergarten. With the preferred path of Pre-School, Pre-Kindergarten, Kindergarten. Acceptance to Pre-School or Pre-Kindergarten does not guarantee admission into the next linear program.

Potty training is required for admission to the Pre-School/Pre-Kindergarten program.

Pre-School and Pre-Kindergarten can only be attended once.

Parents of potential Pre-School/Pre-Kindergarten students may pick up an application at the office the 1st Monday after the start of the school year.