

February Board Meeting  
Monday, February 13, 2023 3:30 PM

Media Center, Amherst School  
100 North 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 for 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. Approve Transfer from Liquid Asset fund to Sampson Construction.
  - 10.2. Approve contract with ESU 10 for Special Education Services for the 2023/24 school year.
  - 10.3. Bids for Intercom and Clock
  - 10.4. 7-12 Principal contract for the 2023/24 School Year
  - 10.5. Superintendent/Elementary Principal Position for the 2023-24 school year.
11. Miscellaneous or non-action items
12. Executive Session
13. Adjourn

**January Meeting**  
Media Center, Amherst School  
Monday, January 9, 2023 7:00 PM

Terry Abbott: Present  
Les Adelung: Present  
Jess Day: Present  
Ryan Fisher: Present  
Karen Harmony: Present  
Casey Mitchell: Present

Visitors present: Mr. Matt Gordon, Mr. Roger Thomsen, Kari Radke,  
Michelle Westerbeck, Stacy Ringlein, Jodi Eckhout, Marcy Day

Motion to approve Minutes, Claims and financial Reports. This motion, made by Ryan Fisher and seconded by Terry Abbott, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

During election of Officers for 2023:

Karen Harmony was nominated for President by Jess Day

Les Adelung was nominated for President by Ryan Fisher

Les Adelung was elected President 4-2,

Les Adelung nominated Terry Abbott for Vice President/Secretary and elected Vice President/Secretary with no further nominations.

Les Adelung nominated Ryan Fisher for Treasurer and elected Treasurer with no further nominations.

Motion to approve the November payment from the Nebraska Liquid Asset Fund to Sampson Construction for \$910,681.00. This motion, made by Les Adelung and seconded by Jess Day, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve the 23-24 school calendar. This motion, made by Casey Mitchell and seconded by Ryan Fisher, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve the bid from EEA Technologies for doors and cameras. This motion, made by Casey Mitchell and seconded by Les Adelung, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to adjourn at 7:58. This motion, made by Jess Day and seconded by Les Adelung, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

President Adelung began the Regular Board Meeting in the Media Center at 7:00 PM. President Adelung made known the location of the “Open Meetings Law” poster, which is hanging on the Media Center’s wall. Stacy Ringlein recognized the Board for school board appreciation. The future playground was discussed and Kari Radke discussed ideas for a science lab. A Board Retreat will be held February 13th at 12 PM with the regular monthly meeting to follow at 4PM.

### School Board Committees – 2023

Negotiations	Les Adelung	Jess Day	Casey Mitchell
Committee on American Civics		Ryan Fisher	Terry Abbott Karen Harmony
Budget	Terry Abbott	Ryan Fisher	Les Adelung
Building and Grounds	Les Adelung	Jess Day	Ryan Fisher
Transportation	Terry Abbott	Casey Mitchell	Jess Day
Government Relations Network		Karen Harmony	
Policy	Les Adelung	Ryan Fisher	Terry Abbott

---

Chairperson

---

Superintendent

**FINANCIAL REPORT For January 31, 2023**

Fund	Bank	Interest	Co. Treas	NSDLAF	Int.	TOTAL	Mo. Intr.	Balances
	01/31/23		12/31/22	01/31/23		01/31/23		01/31/22
<b>General</b>	1,316,781.55	658.55	490,603.42	505,488.11	1,724.73	1,822,269.66	2,383.28	2,631,876.22
CD								
<b>Lunch</b>	11,757.48	0.47				11,757.48	0.47	57,466.76
<b>Petty Cash</b>	2,967.02					2,967.02		3,270.73
<b>Activity</b>	235,567.40	29.98				235,567.40	29.98	214,728.48
<b>Retirement</b>	42,012.15					42,012.15		41,682.23
<b>Spe. Bld.</b>	52,243.44	22.57	1,398.88	238.93	0.82	52,482.37	23.39	1,666,312.38
CD								
<b>Handicp</b>	1,110.70	0.37		511.04	1.74	1,621.74	2.11	1,106.31
<b>Deprec.</b>	556,714.75	219.62		445.92	1.52	557,160.67	221.14	599,192.50
<b>Unemployment</b>	9,049.48			2,259.05	7.71	11,308.53	7.71	9,049.48
<b>Caf. Plan</b>	9,112.67					9,112.67		7,528.42
<b>Bond</b>	92,527.80	11.42	92,403.85			92,527.80	11.42	108,757.64
<b>Construction</b>	-	-		6,840,504.27	24,137.70	6,840,504.27	24,137.70	9,107,565.89
<b>TOTAL</b>	\$ 2,329,844.44	\$ 942.98	\$ 584,406.15	\$ 7,349,447.32	\$ 25,874.22	\$ 9,679,291.76	\$ 26,817.20	\$ 14,448,537.04

\*Construction balance after pay app 7 paid 2/3/22 5,929,823.27

interest.7% General fund, Bond Fund, Special Building, and Depreciation Funds

interest .1% on all other accounts

Liquid Asset Fund 3.97%

	Budgeted	Spent to Date	Budget percentage
General Fund	\$ 5,435,500.00	\$ 2,113,050	2.79%
Lunch Fund	\$ 270,500.00	\$ 127,400	-5.43%

Construction Project Account Spending			
Construction			\$ 3,658,003.20
Depreciation			\$ 43,231.60
General Fund			\$ 1,316,483.40
Special Building			\$ 2,003,124.80
<b>Total Project Spending</b>			<b>\$ 7,020,843.00</b>

DATE	CK#	ACCOUNT (specoia/g/aepf/gen/constr)	VENDOR	DESCRIPTION	Disbursed
1/11/21	33060	general	Buffalo County Election Commissioner	election costs	\$ 100.00
8/9/21	33554	general	Wilkins Architecture Design Planning LLC	inv 4400 and	\$ 4,100.00
9/11/21	33627	general	Wilkins Architecture Design Planning LLC	inv 4526	\$ 1,300.00
10/10/21	33703	general	Wilkins Architecture Design Planning LLC	bal due plus mileage, inv 4548	\$ 1,333.92
11/7/21	33778	general	Wilkins Architecture Design Planning LLC	inv 4602	\$ 1,300.00
12/11/21	33844	general	Wilkins Architecture Design Planning LLC	bal due, inv 4686	\$ 163,185.18
12/11/21	33801	general	Buffalo County Election Commissioner	election costs	\$ 3,746.91
2/14/22	33981	general	Wilkins Architecture Design Planning LLC	1/20 invoice, inv: 4757 and 4744	\$ 195,992.92
3/13/22	34037	general	Wilkins Architecture Design Planning LLC	services, inv 4800	\$ 183,690.11
4/10/22	34105	general	Wilkins Architecture Design Planning LLC	bal due, inv 4844	\$ 62,267.50
5/8/22	34179	general	Wilkins Architecture Design Planning LLC	inv 4882	\$ 41,614.87
5/11/22	34183	general	Dawson Public Power	construction charge	\$ 28,655.13
6/12/22	34209	general	Dawson Public Power	aid to construction	\$ 3,935.00
6/12/22	34246	general	Black Hills Energy	service relocation	\$ 17,353.62
7/8/22	34315	general	Wilkins Architecture Design Planning LLC	services, inv 4914	\$ 10,241.33
7/8/22	34294	general	Nickman Brothers LLC	tear concrete footing with backhoe	\$ 1,125.00
7/8/22	34260	general	B2 Environmental	inspection prior to demolition of house	\$ 750.00
8/6/22	34383	general	Wilkins Architecture Design Planning LLC	billing through 8/1/22	\$ 10,218.71
8/6/22	34373	general	Sampson Construction Co Inc	site support, permit, insurance	\$ 141,945.00
8/6/22	02208 01	special building	Sampson Construction Co Inc	payment	\$ 149,645.00
8/6/22	2208f01	depreciation	Sampson Construction Co Inc	selective demolition	\$ 2,638.00
9/11/22		general	Wilkins Architecture Design Planning LLC	billing through 9/222	\$ 10,214.84
9/11/22		general	Sampson Construction Co Inc	site support, permit, insurance	\$ 54,173.70
9/11/22		special building	Sampson Construction Co Inc	payment	\$ 537,898.50
9/11/22		Depreciation	Sampson Construction Co Inc	selective demolition	\$ 12,600.00
10/10/22		general	Wilkins Architecture Design Planning LLC	billing through 10/22	\$ 10,214.84
10/10/22		general	Sampson Construction Co Inc		\$ 17,925.30
10/10/22		special building	Sampson Construction Co Inc		\$ 1,315,581.30
10/10/22		Depreciation	Sampson Construction Co Inc		\$ 8,193.60
11/14/22		general	Wilkins Architecture Design Planning LLC		\$ 10,198.10
11/14/22		Construction	Sampson Construction Co Inc		\$ 1,467,945.00
11/14/22		depreciation	Sampson Construction Co Inc		\$ 19,800.00
11/14/22		general	Sampson Construction Co Inc		\$ 62,739.00
12/12/22		general	Wilkins Architecture Design Planning LLC		\$ 10,253.01
1/6/23		Construction	Sampson Construction Co Inc		\$ 909,198.00
1/6/23		general	Sampson Construction Co Inc		\$ 157,572.90
				Total Costs To date	\$ 5,629,646.29
Bond Purchase \$	81,550.00	*Cost so purchase bonds***			
Total Project Sp	\$ 5,711,196.29			Non-GMP spending to date	\$ 55,665.66

In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 1/31/2023  
ARCHITECT'S PROJECT NO: 21072

**AMHERST PUBLIC SCHOOLS ADDITION/RENOVATION**

ITEM NO.	Description of Work	Scheduled Value	WORK COMPLETED		MATERIAL PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)	TOTAL TO BE PAID	ACCOUNT (GEN, CONST, DEP, SPE)
			From Previous Application D+E	This Period							
1	EXCAVATION & GRADING	226,637	112,213	0	0	112,213	50%	114,424	11,221	0	
2	TERMITE PROTECTION	4,500	840	3,660	0	4,500	100%		450	3294	CONSTRUCTION
3	SELECTIVE DEMOLITION	181,666	48,035	0	0	48,035	26%	133,631	4,804	0	
4	FENCE	2,500	0	0	0	0		2,500	0	0	
5	RESTEEL	148,616	128,472	0	0	128,472	86%	20,144	12,847	0	
6	CONCRETE	877,405	655,206	0	0	655,206	75%	222,199	65,521	0	
7	PRECAST HOLLOW CORE	39,600	39,600	0	0	39,600	100%		3,960	0	
8	MASONRY	391,150	335,746	0	0	335,746	86%	55,404	33,575	0	
9	STEEL MATERIAL	471,351	385,605	0	0	385,605	82%	85,746	38,561	0	
10	STEEL & PRECAST ERECTION	482,210	330,500	31,157	0	361,657	75%	120,553	36,166	28041	CONSTRUCTION
11	ROUGH CARPENTRY	105,349	21,722	0	0	21,722	21%		83,627	2,172	
12	CASEWORK	128,383	17,259	16,100	0	33,359	26%	95,024	3,336	14490	CONSTRUCTION
13	FINISH CARPENTRY	90,330	0	0	0	0		90,330	0	0	
14	EXPANSION JOINTS	14,932	14,932	0	0	14,932	100%		1,493	0	
15	METAL WALL PANELS/SOFFIT	6,240	0	0	0	0		6,240	0	0	
16	ROOFING	258,874	232,841	0	0	232,841	90%	26,033	23,284	0	
17	TRANSLUCENT PANELS	31,345	0	0	0	0		31,345	0	0	
18	JOINT SEALANTS	23,313	0	0	0	0		23,313	0	0	
19	DOORS/FRAMES/HARDWARE	205,938	205,480	0	0	205,480	100%	458	20,548	0	
20	OVERHEAD DOORS	62,016	0	0	0	0		62,016	0	0	
21	ALUMINUM GLASS/GLAZING/CURTAINWALL	126,594	21,691	0	0	21,691	17%	104,903	2,169	0	
22	DRYWALL	1,448,730	840,500	0	0	840,500	58%	608,230	84,050	0	
23	ACOUSTICAL CEILINGS	138,274	5,800	3,800	0	9,600	7%	128,674	960	3420	CONSTRUCTION
24	CARPET/CERAMIC TILE	163,439	93,380	0	10,315	103,695	63%	59,744	10,370	9284	CONSTRUCTION
25	GYM WOOD FLOOR	158,180	0	0	0	0		158,180	0	0	
26	PAINTING/POLISHED FLOORS	254,289	21,400	53,600	0	75,000	29%	179,289	7,500	48240	CONSTRUCTION
27	SPECIALTIES	69,243	2,204	0	0	2,204	3%	67,039	220	0	
28	SIGNAGE	16,884	0	0	0	0		16,884	0	0	
29	FLAGPOLE	3,095	0	0	0	0		3,095	0	0	
30	LOCKERS	67,609	0	0	0	0		67,609	0	0	
31	ACCESS DOORS	720	0	0	0	0		720	0	0	
32	ATHLETIC EQUIPMENT	64,240	0	0	0	0		64,240	0	0	
33	BLINDS	11,800	2,460	0	0	2,460	21%	9,340	246	0	
34	PRE-ENGINEERED METAL BUILDING	630,814	614,462	0	0	614,462	97%	16,352	61,446	0	
35	PRE-ENGINEERED METAL BUILDING INSULATION	62,450	42,450	20,000	0	62,450	100%		6,245	18000	CONSTRUCTION
36	FIRE PROTECTION SYSTEMS	149,525	67,410	7,490	0	74,900	50%	74,625	7,490	6741	CONSTRUCTION
37	SITE UTILITIES/MECHANICAL	2,267,610	932,335	200,354	0	1,132,689	50%	1,134,921	113,269	180319	CONSTRUCTION
38	ELECTRICAL	1,025,497	535,073	52,615	0	587,688	57%	437,809	58,769	47354	CONSTRUCTION
39	GENERAL CONDITIONS/SITE SUPPORT	1,029,888	446,757	133,885	0	580,642	56%	449,246	58,064	120497	GENERAL
40	PRECONSTRUCTION SERVICES	10,000	10,000	0	0	10,000	100%		1,000	0	
41	BUILDING PERMIT	25	25	0	0	25	100%		3	0	
42	MATERIAL TESTING & INSPECTION ALLOWANCE	45,000	22,323	573	0	22,896	51%	22,104	2,290	516	CONSTRUCTION
43	SURVEYING ALLOWANCE	35,000	9,084	0	0	9,084	26%	25,916	908	0	
44	BUILDERS RISK	23,192	23,192	0	0	23,192	100%		2,319	0	
45	GENERAL LIABILITY INSURANCE	34,858	18,049	1,743	0	19,792	57%	15,066	1,979	1569	CONSTRUCTION
46	CM CONTINGENCY	313,184	0	0	0	0		313,184	0	0	
47	FEE@ 1.85%	219,270	115,386	9,903	0	125,289	57%	93,981	12,529	8913	CONSTRUCTION
48	BOND	57,054	57,054	0	0	57,054	100%		5,705	0	
	<b>GRAND TOTALS</b>	<b>12,178,819</b>	<b>6,409,486</b>	<b>534,880</b>	<b>10,315</b>	<b>6,954,681</b>	<b>57%</b>	<b>5,224,138</b>	<b>695,468</b>	<b>490,676</b>	

ACCOUNT TOTALS 12/31/2022	
TOTALS CONSTRUCTION	\$ 370,179.00
TOTALS DEPRECIATION	\$ -
TOTALS GENERAL	\$ 120,497
TOTALS SPECIAL	\$ -
CERTIFIED AMMOUNT	\$ 490,676

## Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
<b>01 - GENERAL FUND</b>				
	00034754	02/12/2023	Am. Family Life Assurance Co	1,793.03
	00034755	02/12/2023	AFLAC	226.04
	00034756	02/12/2023	Country Partners Cooperative	8,816.35
	00034757	02/12/2023	Amherst Post Office	360.00
	00034758	02/12/2023	Apple, Inc.	2,844.00
	00034759	02/12/2023	DAS State Accounting - Central Finance	476.26
	00034760	02/12/2023	ASK Supply Co.	140.22
	00034761	02/12/2023	Axmann Heating & Air Conditioning	372.50
	00034762	02/12/2023	Heartland Bank	15.00
	00034763	02/12/2023	Bauer Construction	1,015.00
	00034764	02/12/2023	Blue Cross-Blue Shield	52,786.36
	00034765	02/12/2023	Cash-wa Dist Co	116.63
	00034766	02/12/2023	Cdw Government, Inc	330.00
	00034767	02/12/2023	City of Kearney	10.00
	00034768	02/12/2023	Culligan of Kearney	193.00
	00034769	02/12/2023	Dawson Co Pub Power	5,485.62
	00034770	02/12/2023	Ecolab Pest Elimination	73.42
	00034771	02/12/2023	Erin M. McCartney, Chapter 13 Trustee	425.00
	00034772	02/12/2023	ESU 10	16,929.28
	00034773	02/12/2023	First Bankcard	2,771.05
	00034774	02/12/2023	Heartland Bank	47,500.99
	00034775	02/12/2023	Hometown Leasing	492.30
	00034776	02/12/2023	Horace Mann	24.66
	00034777	02/12/2023	Island Supply Welding Co	19.84
	00034778	02/12/2023	Lockmobile	447.88
	00034779	02/12/2023	Mcgraw-hill School Education Holdings, LLC	35.80
	00034780	02/12/2023	Menards - Kearney	911.01
	00034781	02/12/2023	EEA Technologies Inc (Methe)	79,645.00
	00034782	02/12/2023	Midwest Floor Specialists	659.40
	00034783	02/12/2023	Miscellaneous Cash Account	449.43
	00034784	02/12/2023	Morris Press & Office Supplies, Inc.	185.24
	00034785	02/12/2023	Ne Assoc Of School Boards	4,456.00
	00034786	02/12/2023	NASB ALICAP	4,687.00
	00034787	02/12/2023	NCS Pearson, Inc	26.10
	00034788	02/12/2023	Nebraska Safety & Fire Equip	450.00
	00034789	02/12/2023	Nova Fitness Equipment	370.26
	00034790	02/12/2023	TK Elevator Corporation	316.62
	00034791	02/12/2023	Principal Life	754.46
	00034792	02/12/2023	Quill Corp	127.80
	00034793	02/12/2023	Ravenna Sanitation	870.38
	00034794	02/12/2023	Retirement	42,037.57

# Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
	00034795	02/12/2023	Heartland Bank	6,419.37
	00034796	02/12/2023	Sampson Construction Co, Inc	120,497.00
	00034797	02/12/2023	School Specialty, LLC	4.22
	00034798	02/12/2023	Sign Center, Inc.	884.98
	00034799	02/12/2023	Black Hills Energy	4,656.90
	00034800	02/12/2023	State of NE	550.00
	00034801	02/12/2023	Heartland Bank	4,323.36
	00034802	02/12/2023	Todd's Auto Repair	467.42
	00034803	02/12/2023	Verizon Wireless	143.72
	00034804	02/12/2023	Village Of Amherst Water Dept	442.15
	00034805	02/12/2023	Dave Waggoner Plumbing & Heating Inc	1,630.00
	00034806	02/12/2023	Wilkins Architecture Design Planning LLC	10,286.05
	00034807	02/12/2023	Yandas Music	110.60
<b>01 - GENERAL FUND Totals:</b>				<b>430,062.27</b>
<b>06 - LUNCH FUND</b>				
	00004524	02/12/2023	Cash-wa Dist Co	14,944.25
	00004525	02/12/2023	Domino's Pizza	420.00
	00004526	02/12/2023	Heartland Bank	1,522.98
	00004527	02/12/2023	Melanie Ivey	22.80
	00004528	02/12/2023	Miscellaneous Cash Account	118.51
	00004529	02/12/2023	Retirement	1,533.09
	00004530	02/12/2023	Heartland Bank	208.23
<b>06 - LUNCH FUND Totals:</b>				<b>18,769.86</b>
<b>07 - Bond Fund</b>				
	002302e1	02/12/2023	BOKF, NA <i>-This is the December wire transfer</i>	99,325.00
<b>07 - Bond Fund Totals:</b>				<b>99,325.00</b>
<b>Report Total:</b>				<b>548,157.13</b>

**EDUCATIONAL SERVICE UNIT 10  
CONTRACT FOR  
SPECIAL EDUCATION SERVICES**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2022, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY**," and **AMHERST PUBLIC SCHOOLS**, called "**DISTRICT**."

WITNESSETH:

The District does hereby agree to hire the Servicing Agency to service its age-eligible students with disabilities during the school year 2022-23, and the Servicing Agency agrees to act as such Servicing Agency, for the consideration and under the terms and conditions as hereinafter set forth:

1. A description of the program of special education and related services to be provided to District students shall be as set forth in Schedule "A" hereto attached, including full-time equivalency (FTE) provided in 2021-22 and anticipated in 2022-23 unless district notifies servicing agency otherwise.
2. The District shall pay the Servicing Agency for said special education and related services in accordance with Schedule A. This Schedule shall be in full force and effect during the school year of 2022-23, commencing not earlier than August 1, 2022, and ending not later than August 20, 2023. The total dollar amount of this contract will be submitted to the district on or before July 1, 2022, or as soon as the budgets are set for the Servicing Agency, whichever is later.
3. The District agrees that the costs for the actual services rendered will be reconciled by the Service Agency, and the amount payable for those special education services to be delivered by the Servicing Agency shall be paid in full. All programs and services will be billed based on the actual services delivered as outlined in Schedule A, based on the structure in Schedule B.
4. The District agrees that the amount payable for special education services the first month of the school year will be one-tenth (1/10) of the budgeted cost with payment due on or before October 17, 2022.
5. The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to reconcile prior overpayment or underpayment based on actual services rendered.
6. The Servicing Agency agrees to provide the District with the final billing, a complete reconciliation of the actual costs of services rendered, and the actual rate for cost of services. The final billing to the District shall serve as a final reconciliation of the amount of payment previously agreed upon in item two of this contract.
7. The District agrees that the final billing for special education services submitted to the District by the Servicing Agency for actual services rendered during the contract period shall be considered as an amendment to the original contract and shall be included in full by this reference. If the District does not dispute any of the amounts or services contained in the final billing within 30 days, the parties agree that it will be incorporated in full as an amendment to this contract.
8. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the District. Extended programs shall be covered by separate contract.
9. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service. In the event of such Cancellation, the Servicing Agency may recover any past due amounts and exercise any other rights that may exist by law.
10. The Servicing Agency shall record and supply to the District, upon request, information on each child for whom services are contracted, including time-and-effort logs detailing the services provided, the name of the provider, the duration of the services, and the date on which services were provided. The Servicing Agency agrees to confer with the District for purposes of evaluating such child's progress and the District's compliance with applicable laws.

11. The Servicing Agency shall assist the District with the preparation of plan and budget, financial reports and other procedures, artifacts, and obligations required by NDE Rule 51 or 52.
12. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in NDE Rules 51 and 52, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, and the current Federal Regulations implementing IDEA.
13. The District hereby agrees that changes or modifications in the program or children served shall be mutually agreed upon before said change or modifications are implemented.
14. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency has no obligation to provide services contracted for but not provided or reimburse the District for any additional cost incurred to procure those services. The Servicing Agency values its collaborative relationship with the District and will give reasonable efforts to assist the District in procuring those services. The District will be notified no later than September 1, 2022 of the Service Agency's inability to provide any services under this contract.
15. The District agrees that any act intentionally and unilaterally done which may cause litigation against the Servicing Agent shall be defended at the sole expense of the District and any damages assessed against the District for the Servicing Agency or either of them shall be borne entirely by the District. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any liability otherwise attaching to it under any applicable state or federal law, nor to any action undertaken by the District in the provision of special education services or related services which are undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the District.
- 16. The District agrees that in the event the District desires to change the services provided by this contract for a subsequent year whether by change in full-time equivalency, staffing, change in percentage FTE of any area of endorsement held by personnel presently assigned to the District, or to eliminate any program or service being provided pursuant to this contract, the District shall notify the Servicing Agency administrator in writing of such requested change on or before March 1 next preceding the starting date of the school year to be affected by any changes as are described in this paragraph.**
- 17. The District agrees that in the event that no such written notice is made to the Servicing Agency on or before March 1, that the Servicing Agency shall be entitled to assume that the District desires the same FTE in all areas of endorsement, certification or other qualification, and in all programs it had through this contract with the Servicing Agency, including in Schedule A. In the event the District should later notify the Servicing Agency of a diminished request for FTE in any area of endorsement, certification or other qualification, or in any program or service provided by this contract, the Servicing Agency shall use its best effort to find other employment for such affected personnel, provided, however, that in the event such personnel cannot be reassigned and to the extent that such personnel constitute a cost to the Servicing Agency that cannot be passed through by way of contract or otherwise, the District agrees to pay any cost incurred by the Servicing Agency for such personnel.**
18. This contract may be renegotiated or amended by mutual agreement.

ACCEPTED FOR **AMHERST PUBLIC SCHOOLS** SCHOOL AS **DISTRICT**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

BY \_\_\_\_\_  
President or Secretary of Board

ACCEPTED FOR **EDUCATIONAL SERVICE UNIT 10** AS SERVICING AGENCY

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

BY \_\_\_\_\_

Secretary of the Board of Education, ESU 10

Schedule A

EDUCATIONAL SERVICE UNIT 10 BUDGET FORM  
2022-2023  
Agency Code--950010

District Name: Amherst Public Schools

<b>Contracted Reimbursable School Age Services</b>	<b>NDE Service Code</b>	<b>2021-22 Percent Per District</b>	<b>2022-23 Percent Per District</b>
Speech Teacher School Age - Secondary	4001	0.240	0.118
Speech Teacher School Age - Elementary		0.520	0.702
SpEd Supervision School Age - Secondary	0001	0.029	0.029
SpEd Supervision School Age - Elementary		0.029	0.029
D/E Audiology School Age - Secondary	1003	0.007	0.007
D/E Audiology School Age - Elementary		0.007	0.007
Deaf Education Services School Age - Secondary	2014	0.034	0.0320
Deaf Education Services School Age - Elementary		0.034	0.0320
D/E Psychology School Age - Secondary	1002	0.025	0.030
D/E Psychology School Age - Elementary		0.025	0.030
Occupational Therapy School Age - Secondary	4006	0.029	0.031
Occupational Therapy School Age - Elementary		0.029	0.031
Physical Therapy School Age - Secondary	4005	0.030	0.0306
Physical Therapy School Age - Elementary		0.030	0.0306
Vision Services School Age - Secondary	2008	-	-
Vision Services School Age - Elementary		-	-
Vocational	4012	0.041	0.044
Licensed Mental Health Provider Service - Secondary		1 day a week	1 day a week
Licensed Mental Health Provider Service- Elementary		for LMHP	for LMHP

<b>Contracted Nonreimbursable Preschool Services</b>		<b>2021-22 Percent Per District</b>	<b>2022-23 Percent Per District</b>
Speech Teacher Ages 3 - 4	4001	0.1000	0.0650
Speech Teacher Birth - 2		0.0400	0.0150
SpEd Supervision Ages 3 - 4	0001	0.0290	0.0290
SpEd Supervision Birth - 2		0.0290	0.0290
D/E Audiology Ages 3 - 4	1003	0.0020	0.002
D/E Audiology Birth - 2		0.0020	0.002
Deaf Education Services Ages 3 - 4	2014	-	-
Deaf Education Services Birth - 2		-	-
D/E Psychology Ages 3 - 4	1002	0.0060	0.008
D/E Psychology Birth - 2		0.0060	0.008
Occupational Therapy Ages 3 - 4	4006	0.0072	0.0078
Occupational Therapy Birth - 2		0.0072	0.0078
Physical Therapy Ages 3 - 4	4005	0.0076	0.0076
Physical Therapy Birth - 2		0.0076	0.0076
Vision Services Ages 3 - 4	2008	-	-
Vision Services Birth - 2		-	-

---

signature of authorized school representative

## **Schedule B**

**Special Education Services are billed in 3 different ways. They are explained below including the rationale for the way the different services are billed.**

### **FTE**

Speech Language Pathology (SLP) is billed by FTE. The FTE amount is calculated by taking the total budget for the SLP program and dividing it by the amount of SLP FTE employed by the service unit for that fiscal year. Districts are billed based on the percentage of FTE they contract for.

Rationale for billing it this way: Historically, districts have requested a specific number of days of SLP time according to their districts' needs and duties of their SLP. Billing by FTE guarantees that they are able to secure the time they desire. SLPs spend more consistent time in a district than other disciplines.

### **ADM**

Audiology, Physical Therapy, Occupational Therapy, School Psychology, and Supervision are billed as cooperative programs. This means that the programs are joined by school districts and the cost of the program is billed to the school district based on their Average Daily Membership (ADM) as submitted annually to NDE.

Rationale for billing this way: The needs in these programs ebb and flow as often as week by week so billing them in this manner means that districts can have their needs met as they come up without budget adjustments week by week. It allows for flexibility for districts and ESU staff to respond more immediately to whatever needs arise. Logically, a district with more students is going to have more needs so they have more time in the staff member's schedule. Because districts pay based on ADM, larger districts will have higher charges and smaller districts will have lower charges.

### **Per Student**

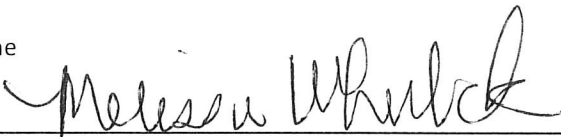
Deaf Education (DHH) and Vision Education (VI) are billed on a per student cost according to the caseload of the provider. The budget or costs for the month are divided by the number of students on a service provider's caseload and that gives us the per student cost. The per student cost is multiplied by the number of students on the caseload in that specific district and then billed to the district.

Rationale for billing this way: Students who are DHH or VI are a very low incidence disability so there is not a need to bill by FTE and it is inequitable to bill by ADM. The low incidence of these disabilities and the size of ESU 10 districts make it unlikely that statistically it would fit the ADM pattern so we bill these programs on a per student basis to the districts who need the service.

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION  
COOPERATIVE PROGRAM AGREEMENT  
SCHOOL YEAR 2022-2023

Cooperative Program Name: ESU 10 Audiology Cooperative

Part V:

<b>NAME OF ADMINISTRATIVE AGENCY:</b>	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 7 / 2022

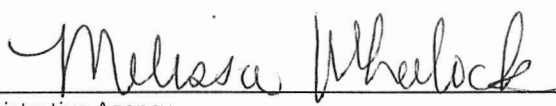
Part VI:

<b>Cooperative Program Participant:</b>	Amherst Public Schools	School District or ESU Number: 10-0119
Address:	100 N. Sycamore, PO Box 8 Amherst, NE 68812-0008	
Phone:	308-826.3131	
Name / Title of Cooperative Program Participant Representative:	Matt Gordon, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	Cooperative Program Participant Representative	Date:

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION  
COOPERATIVE PROGRAM AGREEMENT  
SCHOOL YEAR 2022-2023

Cooperative Program Name: ESU 10 Deaf Education Cooperative

Part V:

<b>NAME OF ADMINISTRATIVE AGENCY:</b>	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative: Dr. Melissa Wheelock, Administrator		
Name / Title of Contact Person: Jean Anderson, Special Education Director		
Address:	Same	
Phone:	Same	
Signature:		Date: 01 / 7 / 2022
	Administrative Agency	

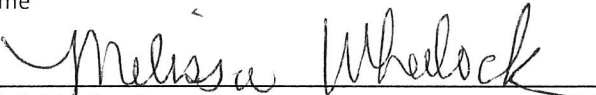
Part VI:

<b>Cooperative Program Participant:</b>	Amherst Public Schools	School District or ESU Number: 10-0119
Address:	100 N. Sycamore, PO Box 8 Amherst, NE 68812-0008	
Phone:	308-826.3131	
Name / Title of Cooperative Program Participant Representative: Matt Gordon, Superintendent		
Name / Title of Contact Person: Same		
Address:	Same	
Phone:	Same	
Signature:	_____	Date: _____
	Cooperative Program Participant Representative	

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION  
COOPERATIVE PROGRAM AGREEMENT  
SCHOOL YEAR 2022-2023

Cooperative Program Name: ESU 10 School Psychology Cooperative

Part V:

<b>NAME OF ADMINISTRATIVE AGENCY:</b>	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 7 / 2022

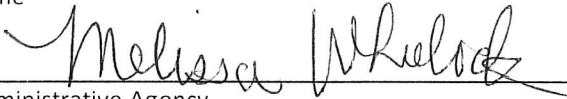
Part VI:

<b>Cooperative Program Participant:</b>	Amherst Public Schools	School District or ESU Number: 10-0119
Address:	100 N. Sycamore, PO Box 8 Amherst, NE 68812-0008	
Phone:	308-826.3131	
Name / Title of Cooperative Program Participant Representative:	Matt Gordon, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	_____ Cooperative Program Participant Representative	Date: _____

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION  
COOPERATIVE PROGRAM AGREEMENT  
SCHOOL YEAR 2022-2023

Cooperative Program Name: ESU 10 Physical Therapy Cooperative

Part V:

<b>NAME OF ADMINISTRATIVE AGENCY:</b>	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 7 / 2022

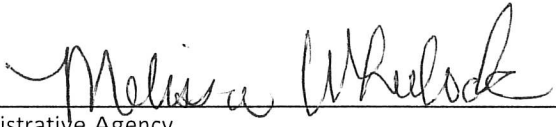
Part VI:

<b>Cooperative Program Participant:</b>	Amherst Public Schools	School District or ESU Number: 10-0119
Address:	100 N. Sycamore, PO Box 8 Amherst, NE 68812-0008	
Phone:	308-826.3131	
Name / Title of Cooperative Program Participant Representative:	Matt Gordon, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	_____ Cooperative Program Participant Representative	Date: _____

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION  
COOPERATIVE PROGRAM AGREEMENT  
SCHOOL YEAR 2022-2023

Cooperative Program Name: ESU 10 Occupational Therapy Cooperative

Part V:

<b>NAME OF ADMINISTRATIVE AGENCY:</b>	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 7 / 2022


Part VI:

<b>Cooperative Program Participant:</b>	Amherst Public Schools	School District or ESU Number: 10-0119
Address:	100 N. Sycamore, PO Box 8 Amherst, NE 68812-0008	
Phone:	308-826.3131	
Name / Title of Cooperative Program Participant Representative:	Matt Gordon, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	_____ Cooperative Program Participant Representative	Date: _____

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION  
COOPERATIVE PROGRAM AGREEMENT  
SCHOOL YEAR 2022-2023

Cooperative Program Name: ESU 10 Vocational Cooperative

Part V:

<b>NAME OF ADMINISTRATIVE AGENCY:</b>	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 7 / 2022

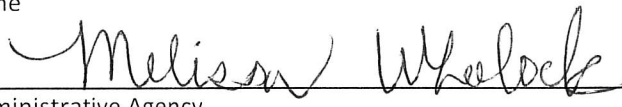
Part VI:

<b>Cooperative Program Participant:</b>	Amherst Public Schools	School District or ESU Number: 10-0119
Address:	100 N. Sycamore, PO Box 8 Amherst, NE 68812-0008	
Phone:	308-826.3131	
Name / Title of Cooperative Program Participant Representative:	Matt Gordon, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	_____ Cooperative Program Participant Representative	Date: _____

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION  
COOPERATIVE PROGRAM AGREEMENT  
SCHOOL YEAR 2022-2023

Cooperative Program Name: ESU 10 Special Education Preschool Supervision Cooperative

Part V:

<b>NAME OF ADMINISTRATIVE AGENCY:</b>	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 7 / 2022

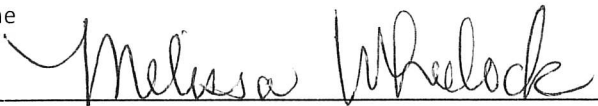
Part VI:

<b>Cooperative Program Participant:</b>	Amherst Public Schools	School District or ESU Number: 10-0119
Address:	100 N. Sycamore, PO Box 8 Amherst, NE 68812-0008	
Phone:	308-826.3131	
Name / Title of Cooperative Program Participant Representative:	Matt Gordon, Superintendent	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	_____ Cooperative Program Participant Representative	Date: _____

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION  
COOPERATIVE PROGRAM AGREEMENT  
SCHOOL YEAR 2022-2023

Cooperative Program Name: ESU 10 Supervision Cooperative

Part V:

<b>NAME OF ADMINISTRATIVE AGENCY:</b>	Educational Service Unit 10	School District or ESU Number	950010
Address:	P.O. Box 850 Kearney, NE 68848		
Phone:	308-237-5927		
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator		
Name / Title of Contact Person:	Jean Anderson, Special Education Director		
Address:	Same		
Phone:	Same		
Signature:	 Administrative Agency	Date:	01 / 7 / 2022

Part VI:

<b>Cooperative Program Participant:</b>	Amherst Public Schools	School District or ESU Number:	10-0119
Address:	100 N. Sycamore, PO Box 8 Amherst, NE 68812-0008		
Phone:	308-826.3131		
Name / Title of Cooperative Program Participant Representative:	Matt Gordon, Superintendent		
Name / Title of Contact Person:	Same		
Address:	Same		
Phone:	Same		
Signature:	Cooperative Program Participant Representative	Date:	

Prepared by Adam

<a href="http://www.hamiltonisbusiness.com">www.hamiltonisbusiness.com</a>		▶ QUOTATION/ESTIMATE ◀	Email: <a href="mailto:hisinfo@hamiltonel.com">hisinfo@hamiltonel.com</a>	
<b>TO:</b>	<b>Amherst Public Schools</b>	<b>Date</b>	<b>2/7/23</b>	
<b>Phone:</b>	<b>402-694-5101</b>	<b>Quote #</b>	<b>DT-02062023</b>	
<b>Fax:</b>				

**Project 1 - Valcom Intercom System**

Project Notes: Purchase and install of Valcom paging system. Move of hardware to technology room.

<u>Quantity</u>	<u>Equipment List</u>	
1	Valcom 24 Zone, 8 Schedule Intercom with Clock Synchronization	\$4,999.00
1	Valcom Universal Paging Interface	\$395.00
8	Valcom 70 V Expander - 1 Per Zone	\$584.00
2800	Paging Wire - To extend to Network Room	\$1,820.00
1	Misc. Equipment	\$500.00
3	Trip Charge	\$564.00
1	Valcom Shelf Mount Amp 120 Watts	\$859.00
40	Hamilton Professional Labor	\$3,920.00
<b>Project Total</b>		<b><u>\$13,641.00</u></b>

- 1 This quote is based upon known information and work described above. Should new information or changes affect the estimate, HIS will contact you immediately for review and approval.
- 2 Quoted equipment and pricing are subject to availability and pricing from our distributors. To ensure pricing and availability of the products described in this quote, orders should be placed as soon after this quote as possible.
- 3 Quoted prices do not include applicable taxes. Those charges will be calculated and charged accordingly.

**Payment terms:** Orders under \$5,000 - due on receipt of invoice. Orders over \$5,000 - 50% due when ordered, remainder on completion. Over \$10,000 - 50% due when ordered, 40% at 50% completion, remainder on completion.

<b>To accept this quote, you may print, sign, scan and email back to <a href="mailto:adam.jurgens@hamiltonel.com">adam.jurgens@hamiltonel.com</a></b>		
Signature:		Date:
Your PO#:		
<b>Thank You for the opportunity to earn and keep your business!</b>		

EEA Technologies Inc  
 1818 Central Ave  
 Kearney, NE 68847 US  
 308-627-2671  
 dustin@methe.us

# Estimate 1211

<b>ADDRESS</b> Amherst Public Schools 100 North Sycamore Amherst, Ne 68812	<b>SHIP TO</b> Amherst Public Schools 100 North Sycamore Amherst, Ne 68812	<b>DATE</b> 02/02/2023	<b>TOTAL</b> \$14,185.00
---	---	---------------------------	-----------------------------

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/02/2023	<b>Bogen Paging System</b>	NQ-C4000-B1 Nyquist C4000 License Bundle-1 (Up to 3 Zones / 1 CCL PK / 3 Yrs S/W Updates 1 NQ-SYSCTRL Nyquist System Controller 1 NQ-C4000PBXI Nyquist C4000 System Software - PBX Integration via Bogen Tech Support 1 NQ-E7010 Nyquist I/O Controller 1 NQ-A2300-G2 Nyquist 70V (1Ch x 600W) / 25v (2Ch x 300W) 1RU IP Power Amp Gen2 1 NQ-RMK01 Nyquist 1RU dual rack adapter for NQ-E7010 with any other C4000 appliance 1 NQ-RMK04 Nyquist 1RU dual rack adapter for NQ-SYSCTRL, P0100, or NQ-Axxxx/Pxxx Amp 1	1	9,360.00	9,360.00
02/02/2023	<b>Labor</b>	Labor - Pull wires to the IT room, extend wires that may need it re-label everything, Interface system into existing speakers, interface into the phone system.	1	4,825.00	4,825.00

SUBTOTAL 14,185.00  
 TAX 0.00

**TOTAL \$14,185.00**

THANK YOU.

Accepted By

Accepted Date

## 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 1<sup>st</sup> through June 30<sup>th</sup> 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