

Regular Board Meeting
Monday, January 13, 2020 7:00 PM

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

Agenda

1. Call meeting to order
 1. Pledge of Allegiance
2. Notice of adherence to the Open Meeting Law
3. Roll Call
 1. Excuse absent Board members
4. Approval of Minutes, Claims and Reports
 1. Review previous meeting minutes
 2. Review financial reports and monthly claims
 3. Board Action on consolidated motion approving Minutes, Claims and Financial Reports
5. Reports and communications from patrons or staff
 1. Bob Beren - Audit Report
 2. Vicki Stamm, Preschool
6. Reports and communications from board members.
7. Old Business
8. New Business
 1. Election of Officers
 2. Board President's appointment of members to Board Committees and Positions.
 3. Approve 2020-21 negotiated agreement with the Amherst Education Association.
 4. Superintendent/Elementary Principal Position for the 2020-21 school year.
 5. Approve 18-19 Audit Report
9. Miscellaneous or non-action items
 1. Board Retreat: February 10th, 12 p.m.
 2. Present proposed 2020-21 School Calendar
 3. School Board Elections
10. Superintendent's Report
11. Principal's Report
 1. School to Work
12. Executive Session
13. Adjourn

Board of Education Regular Meeting

December 9, 2019 5:00 PM

Media Room

Board Members Present:

Ryan Fisher, Karen Harmony, Mike Taubenheim, Casey Mitchell, Les Adelung

Visitors Present: Mr. Tom Moore, Mr. Roger Thomsen, Riley Sheets, Brian Rumbeck

Motion to excuse absent Board Member, Terry Abbott. Motion by Ryan Fisher and second by Casey Mitchell.

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

Vote 5-0, motion carried

Motion to approve minutes, claims and financial reports. Motion by Ryan Fisher and second by Les Adelung.

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

Vote 5-0, motion carried

Motion to move General Fund 20 month Certificate of Deposit to Five Points Bank at 2.1% and Special Building Fund 11-month Certificate of Deposit to Five Points Bank at 1.9%. Motion by Mike Taubenheim and second by Ryan Fisher.

Vote: Fisher – Yes, Harmony – Yes, Taubenheim – Yes, Adelung – Abstain, Mitchell – Yes

Vote 4-0, motion carried

Motion to adjourn at 6:04 pm. Motion by Casey Mitchell and a second by Les Adelung.

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

Vote 5-0, motion carried

President Adelung began the Regular Board Meeting in the Media Center at 5:00 PM. President Adelung made known the location of the "Open Meetings Law" poster, which is hanging on the Media Center's wall. The Board congratulated our One-Act team for placing 2nd at Districts.

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The next regular monthly meeting will be held Monday, January 13, 2019 in the Media Center at 7:00 PM

Chairperson

Superintendent

FINANCIAL REPORT For December 31, 2019

Fund	Bank 12/31/19	Interest	Co. Treas 11/30/19	NSDLAF 12/31/19	Int.	TOTAL 12/31/19	Mo. Intr.	Balances 12/31/18
General	1,277,058.36	1,681.41	27,530.96	764.05	0.92	1,277,822.41	1,682.33	1,630,123.46
CD						1,000,000.00		504,706.47
Lunch	37,189.45	3.43				37,189.45	3.43	46,344.38
Petty Cash	1,460.94					1,460.94		3,301.94
Activity	161,692.84	35.15				161,692.84	35.15	141,256.23
Retirement	37,349.07					37,349.07		39,840.64
Spe. Bld.	450,000.59	298.81	931.90	234.09	0.28	450,234.68	299.09	309,350.33
CD						500,000.00		504,706.47
Handicp	1,098.90	0.60		500.94	0.60	1,599.84	1.20	1,579.79
Deprec.	569,065.76	299.16		436.83	0.52	569,502.59	299.68	539,733.23
Unemploy	9,059.48			2,212.88	2.65	11,272.36	2.65	11,207.24
Caf. Plan	6,974.90					6,974.90	0.00	6,972.66
Bond	155,511.41	257.47	3,767.67			155,511.41	257.47	467,369.64
TOTAL	2,706,461.70	2,576.03		4,148.79	4.97	4,210,610.49	2,581.00	4,206,492.48

interest 1.1% General fund, Bond Fund, Special Building, and Depreciation Funds

interest .1% on all other accounts

General Fund CD 20 month @ 2.1%, Special Building 11month @1.9

Bond Payment Due June 15 6,173.75

Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
01 - GENERAL FUND				
	00032299	01/11/2020	Am. Family Life Assurance Co	2,196.65
	00032300	01/11/2020	Country Partners Cooperative	3,237.80
	00032301	01/11/2020	DAS State Accounting - Central Finance	435.97
	00032302	01/11/2020	ASK Supply Co.	2,094.39
	00032303	01/11/2020	Heartland Bank	35.00
	00032304	01/11/2020	Bauer Construction	773.00
	00032305	01/11/2020	Blue Cross-Blue Shield	44,602.59
	00032306	01/11/2020	Cambridge Public Schools	52.38
	00032307	01/11/2020	Cash Drawer-amherst School	17.45
	00032308	01/11/2020	Computer Hardware	35.00
	00032309	01/11/2020	Culligan of Kearney	196.00
	00032310	01/11/2020	Dawson Co Pub Power	3,690.65
	00032311	01/11/2020	Decker Equipment	41.08
	00032312	01/11/2020	Eakes Office Plus	2,427.97
	00032313	01/11/2020	Ecolab Pest Elimination	73.42
	00032314	01/11/2020	ESU 10	31,086.88
	00032315	01/11/2020	Titan Machinery	750.87
	00032316	01/11/2020	First National Bank	450.00
	00032317	01/11/2020	First Bankcard	1,264.91
	00032318	01/11/2020	Frontier	444.71
	00032319	01/11/2020	Glass Doctor	634.74
	00032320	01/11/2020	Graham Stamps	912.00
	00032321	01/11/2020	Happ Publishing	123.69
	00032322	01/11/2020	Harris School Solutions	222.00
	00032323	01/11/2020	Heartland Bank	42,657.53
	00032324	01/11/2020	Horace Mann	35.75
	00032325	01/11/2020	Horace Mann	25.00
	00032326	01/11/2020	Island Supply Welding Co	19.52
	00032327	01/11/2020	Kearney Area Storytelling Festival	350.00
	00032328	01/11/2020	Kearney Hub	297.88
	00032329	01/11/2020	KSB School Law	27.50
	00032330	01/11/2020	Lockmobile	97.80
	00032331	01/11/2020	Matheson-Linweld Tri-Gas Inc	140.48
	00032332	01/11/2020	Menards - Kearney	121.29
	00032333	01/11/2020	Midwest Floor Specialists	2,764.60
	00032334	01/11/2020	Miscellaneous Cash Account	2,318.52
	00032335	01/11/2020	NASB ALICAP	48,527.00
	00032336	01/11/2020	Nebraska Safety Center @ UNK	50.00
	00032337	01/11/2020	Nebraska Safety & Fire Equip	405.00
	00032338	01/11/2020	Parker, Grosshart, Bahensky, Beucke Law LLP	112.00
	00032339	01/11/2020	J.W. Pepper & Son, Inc.	104.14

Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
	00032340	01/11/2020	Principal Life	674.26
	00032341	01/11/2020	Ravenna Sanitation	355.00
	00032342	01/11/2020	Reading with TLC	369.58
	00032343	01/11/2020	Retirement	36,299.47
	00032344	01/11/2020	Heartland Bank	5,987.15
	00032345	01/11/2020	Black Hills Energy	2,072.88
	00032346	01/11/2020	State Fire Marshal Office	120.00
	00032347	01/11/2020	Heartland Bank	3,960.00
	00032348	01/11/2020	The Thompson Co - US FOODS	200.12
	00032349	01/11/2020	Todd's Auto Repair	1,571.56
	00032350	01/11/2020	Verizon Wireless	79.25
	00032351	01/11/2020	Village Of Amherst Water Dept	415.56
	00032352	01/11/2020	Yandas Music	48.28
01 - GENERAL FUND Totals:				246,006.27
06 - LUNCH FUND				
	00004119	01/11/2020	Activity Account	70.00
	00004120	01/11/2020	Apple Acres	80.00
	00004121	01/11/2020	Bauer Construction	40.00
	00004122	01/11/2020	Cash-wa Dist Co	4,713.21
	00004123	01/11/2020	Dishwashers Cash	14.00
	00004124	01/11/2020	Heartland Bank	736.28
	00004125	01/11/2020	Heartland Refrigeration LLC	892.69
	00004126	01/11/2020	Mi6 Pizza, Inc	406.10
	00004127	01/11/2020	Midwest Floor Specialists	603.20
	00004128	01/11/2020	Miscellaneous Cash Account	143.85
	00004129	01/11/2020	Retirement	748.99
	00004130	01/11/2020	Heartland Bank	71.56
	00004131	01/11/2020	The Thompson Co - US FOODS	1,047.39
06 - LUNCH FUND Totals:				9,567.27
Report Total:				255,573.54

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 School District" respectively, and Thomas Moore, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of its meeting held on January 13, 2020, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of one year beginning on July 1, 2020, and expiring on June 30, 2021. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays, Sundays, and legal holidays.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before January 15, 2021 of the Board's intention to consider the non-renewal 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 on or before November 1, 2020 and on or before November 1st of any succeeding year of employment.

Section 3. Salary. The Superintendent's salary for the contract year shall be \$121,700.00 which shall be paid in 12 equal monthly installments beginning in the month of July 2020. 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. Professional Status. The Superintendent affirms that he 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, he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in the school 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 he registers his certificate.

Section 5. 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 his time, skill, labor and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to him. By agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the school district.

Section 6. 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. He shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He is responsible for administering the instruction of students and the business affairs of the school 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 7. 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) intemperance; (k) conviction of a felony; or (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation or amendment shall be in accordance with state statutes.

Section 8. Disability. If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than his accumulated sick leave during any school year, or if the disability is permanent, irreparable, or of such a nature as to make performance of his 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 9. Transportation. The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board.

Section 10. 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. If he qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay.
- d. **Disability Insurance.** The Superintendent shall purchase disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- e. **Vacation.** The Superintendent shall have twenty (20) vacation days for the 2020-21 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended vacation period while school is in session will require advance approval by the Board and they will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the 2020-21 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to 20 days. For example, if he uses 12 days of vacation one year, the board will provide him with 12 days the following year to bring his total to 20 days. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the District's central office. Annually, at the Board's regularly scheduled August meeting,

and at other times upon the Board's request, the Superintendent shall report to the Board on the number of vacation days he has used. The Board may require him to use his vacation days and shall compensate him for unused vacation days upon the conclusion of his employment.

f. Professional Development. The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board, he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.

g. Professional Dues. The school district will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators.

h. Physical Examination. The Superintendent may voluntarily undergo a physical examination. The Superintendent agrees that he will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination.

Section 11. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 12. 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 13. 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 he was paid but had not earned prior to the date of termination of this contract. He shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 14. Evaluation. The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument to be used.

Section 15. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 16. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, he will have a comprehensive physical and/or mental examination performed by a licensed physician or physicians of the Board's choosing during the term of this Contract. The Superintendent agrees that he will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. The cost of such physical examinations and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.

Section 17. 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 18. 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 19. 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 13th day of January 2020.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this 13th day of January, 2020.

Superintendent

Amherst Public Schools

2020-2021 School Calendar

proposed 1-13-2020



AUGUST

S	M	T	W	T	F	S
						1
2	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	8
9	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug. 10 FB & VB Practice Begins
 Aug. 11 NO SCHOOL-Teacher In-Service
 Aug. 12 NO SCHOOL-Teacher In-Service
 Aug. 13 School Begins

Sept. 7 NO SCHOOL-Labor Day
 Sept. 18 Midterms due (day __ of __ of qtr 1)

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	<u>7</u>	8	9	10	11	12
13	14	15	16	17	<u>18</u>	19
20	21	22	23	24	25	26
27	28	29	30			

Oct. 6 1:34 dismiss PT-Conf 3:00-8:00
 Oct. 16 1st Quarter ends (46 days)
 Oct. 23 NO SCHOOL-Fall Break-State CC
 Nov. 13 Midterms due (day __ of __ of qtr 2)
 Nov. 16 Winter sports practice begins
 Nov. 25 NO SCHOOL-Thanksgiving Break
 Nov. 26 NO SCHOOL-Thanksgiving Break
 Nov. 27 NO SCHOOL-Thanksgiving Break

OCTOBER

S	M	T	W	T	F	S
					1	2
4	5	<u>6</u>	7	8	9	10
11	12	13	14	15	<u>16</u>	17
18	19	20	21	22	<u>23</u>	24
25	26	27	28	29	30	31

Dec. 16/17 Secondary Semester Tests
 2nd Quarter ends (__ days) (86 semester)
 Dec. 18 NO SCHOOL Teacher In-Service
 (Make up test date if students missed tests)
 Dec. 23-27 Sports moratorium
 Jan. 4 NO SCHOOL-Teacher In-Service
 Jan 5 PK-12 Classes resume

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	<u>13</u>	14
15	<u>16</u>	17	18	19	20	21
22	23	24	<u>25</u>	<u>26</u>	<u>27</u>	28
29	30					

Feb. 5 Midterms due (day __ of __ of qtr 3)
 Feb. 11 1:34 dismiss PT Conf. 3:00-7:00
 Feb. 12 NO SCHOOL-District Wrestling
 Feb. 19 NO SCHOOL-State Wrestling

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	<u>16</u>	<u>17</u>	<u>18</u>	19
20	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	26
27	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>		

Mar. 1 Spring sports practice begins
 Mar. 5 NO SCHOOL-State Girls BBall
 Mar. 11 3rd Quarter ends (__ days)
 Mar. 12 NO SCHOOL-State Boys BBall
 Apr. 2 NO SCHOOL-Easter Break
 Apr. 5 NO SCHOOL-Easter Break
 Apr. 16 Midterms due (day __ of __ of qtr 4)
 May 15 Commencement (2:00 P.M.)
 May 16/17 Secondary Semester Tests
 May 19 Proposed Last day of school
 11:00 A.M. dismiss
 4th Quarter ends (__ days) (91 semester)
 May 20 NO SCHOOL - Teacher In-Service
 May 21-22 State Track
 May 26-27 State Golf

JANUARY

S	M	T	W	T	F	S
					1	2
3	<u>4</u>	<u>5</u>	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

S	M	T	W	T	F	S
		1	2	3	4	<u>5</u>
7	8	9	10	<u>11</u>	<u>12</u>	13
14	15	16	17	18	<u>19</u>	20
21	22	23	24	25	26	27
28						

MARCH

S	M	T	W	T	F	S
		<u>1</u>	2	3	4	<u>5</u>
7	8	9	10	<u>11</u>	<u>12</u>	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

S	M	T	W	T	F	S
					1	<u>2</u>
4	<u>5</u>	6	7	8	9	10
11	12	13	14	15	<u>16</u>	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	<u>15</u>
16	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	22
23	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	28	29
30	<u>31</u>					

= TEACHER INSERVICE DAY
 NO SCHOOL FOR STUDENTS
BOLD = NO SCHOOL
 = IMPORTANT CALENDAR DATE