

Board of Education Special Meeting
Thursday, June 27, 2024 5:00 PM

Bertrand Community School Media Center
503 School Street
Bertrand, NE 68927

Agenda

1. Call Special Meeting to Order
 - 1.1. Public Meeting Announcement
 - 1.2. Open Meetings Act posted on South wall of Media Center
 - 1.3. Board Member Attendance, Roll Call/Sign Acknowledgment of Receipt Notice
 - 1.4. Consent Agenda
 - 1.4.1. Consider Minutes of Previous Meeting(s) and Their Approval (Appendix A)
2. Discussion/Action Items
 - 2.1. Review, discuss, and take all necessary action in amending the contract for Principal Bristol for the 2024-2025 school year.
 - 2.2. Review, discuss, and take all necessary action in approving a pledge for the S.C.E.D. and Village of Bertrand Grant for the bleachers on the football field and track facility.
3. Adjourn

Board of Education Regular Meeting
Monday, June 10, 2024 7:00 PM

Bertrand Community School Media Center
503 School Street
Bertrand, NE 68927

Ross Boggs: Present
Mike Dannehl: Absent
Chris Davison: Present
Christy Pelton: Present
Brent Samuelson: Present
Jonathan Sand: Present
Present: 5, Absent: 1.

Also present: Jason Brown, Craig Newcomb, & Steph Edgren

1. Call to Order/Opening the Meeting

1.1. Public Meeting Announcement

1.2. Open Meetings Act posted on South wall of Media Center

1.3. Board Member Attendance Roll Call/Sign Acknowledgment of Receipt Notice

A motion to excuse Mike Dannehl from the June 10th Regular Board Meeting, passed with a motion by Jonathan Sand and a second by Ross Boggs.

Mike Dannehl: Absent, Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea

Yea: 5, Nay: 0, Absent: 1

1.4. Consent Agenda

Motion to approve consent agenda, passed with a motion by Ross Boggs and a second by Jonathan Sand.

Mike Dannehl: Absent, Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea

Yea: 5, Nay: 0, Absent: 1

1.4.1. Consider Minutes of Previous Meeting(s) and Their Approval (appendix A)

1.4.2. Consider Current Bills and Their Approval (Appendix B)

1.4.3. Consider Financial Statements/Treasurer's Report (appendix C)

2. Discussion/Action Items

2.1. Administrator Reports

2.2. Athletic Director, Craig Newcomb, reported on gym floor refinishing project, and the addition of three schools joining the RPAC.

2.3. Superintendent, Jason Brown, reported on the Mental Wellness Conference, state reporting, facility updates and summer projects, and the Esser II & III and the Title I completed audits.

2.4. Review, discuss, and take all necessary action in approving the resignation of Mike Dannehl.

A motion to approve a resignation from Mike Dannehl from the board of education from Bertrand Community School and thank him for his years of service, passed with a motion by Ross Boggs and a second by Jonathan Sand.

Mike Dannehl: Absent, Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea

Yea: 5, Nay: 0, Absent: 1

3. Adjourn

Motion to adjourn at 7:16 pm and set the next regular meeting for July 15th at 7:00 pm, passed with a motion by Jonathan Sand and a second by Chris Davison.

Mike Dannehl: Absent, Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea

Yea: 5, Nay: 0, Absent: 1

INTERIM PRINCIPAL'S CONTRACT OF EMPLOYMENT BERTRAND COMMUNITY SCHOOL

THIS CONTRACT is made by and between the **Board of Education of Bertrand Community School**, legally known as **Phelps County School District 69-0054**, and referred to as "the Board" and "the District" respectively, and **Steve Bristol**, referred to herein as "the Principal", and cumulatively referred to as the "Parties." In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal *on an interim basis*, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Principal shall be employed on an interim basis for one year, from July 1, 2024 through June 30, 2025. The Principal shall perform duties on all working days. The Principal shall render at least 210 working days of service in the performance of his duties as Principal. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Principal actually and necessarily completes his contractual duties, even if those are weekend days or holidays. The Principal shall keep complete and accurate records of his working days and shall provide the Superintendent with a report of his accumulated working days at least quarterly.

Section 2. Renewal of Contract and Waiver. IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. IN EXCHANGE FOR **\$1** OF THE SALARY LISTED BELOW AND OTHER VALUABLE CONSIDERATION, THE INTERIM PRINCIPAL AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND HEREBY RESIGNS AS A PRINCIPAL AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING AND ACCEPTING THIS ADDITIONAL CONSIDERATION, THE INTERIM PRINCIPAL UNDERSTANDS THAT HE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING RENEWAL OF EMPLOYMENT AS A PRINCIPAL OR AMENDMENT OF CONTRACT. AS CONTAINED HEREIN, HE AGREES THAT HE WILL RETURN TO REGULAR TEACHING DUTIES AND ACCEPTS ANY AMENDMENT OF CONTRACT NECESSARY TO RESTORE HIM TO THE FULL RIGHTS AND BENEFITS OF A REGULAR TEACHER AFTER THE EXPIRATION OF THIS CONTRACT. HE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS HE IS WAIVING.

Section 3. Salary. The Principal's salary for the Contract year shall be \$125,000 payable on the District's normal payroll schedule. The Board shall

not reduce the Principal'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, due to the ongoing employment relationship between the Parties. The Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Principal and Board may agree.

Section 5. Professional Status. The Principal 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, Principal will hold a valid and appropriate certificate to act as a principal 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 Principal for any service performed prior to the date that he registers his certificate. The Principal represents that: (1) all information provided in connection with his 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, he will advise the Board immediately; (2) he 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) he has not had any professional licenses or certificates suspended or revoked.

Section 6. Principal's Duties. The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Principal agrees to devote his time, skill, labor and attention to his duties throughout the Contract Term. The Principal shall be subject to the direction and control of the Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns. By agreement with the Superintendent, the Principal 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 District.

Section 7. Nonrenewal, Termination, Cancellation or Mid-Term Amendment. Except as otherwise agreed to herein, nonrenewal, termination, cancellation, or amendment of this Contract shall be in accordance with state statutes. During any applicable probationary period, the Board may nonrenew or amend this Contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel, or amend this Contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal'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 Principal's continued performance of his or her duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal under Neb. Rev. Stat. Section 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 school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's 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.

Section 8. Disability. If the Principal 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 45 day or more, or if the disability is permanent, irreparable, or of such a nature as to make performance of her 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 Principal under any insurance coverage furnished by the district.

Section 9. Transportation. The Board shall provide the Principal 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 Principal with the following fringe benefits:

- a. Health Insurance.** Family health insurance that is provided to certificated staff through the District's health insurance carrier.
- b. Dental Insurance.** Single dental insurance that is available to certificated staff through the District's insurance carrier.
- c. Disability Insurance.** The Principal shall purchase long-term disability insurance from the school district's carrier at the Principal's expense.
- d. Professional Development.** The Principal is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Superintendent or 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. If the Principal attends a national convention and does not return following the initial year of employment as Principal, the Principal agrees to repay the District in full for national convention expenses paid by the District.
- e. Professional Dues.** The school district will pay the annual dues for the Principal's membership in the following organizations: Nebraska Council of School Administrators.
- f. Cell Phone.** The Principal shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Principal up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.
- g. Expense Reimbursement.** The Board shall pay or reimburse the Principal 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 Principal shall secure the prior approval of the Board before incurring

any such expense when the anticipated aggregate expense of any single event is \$300.00 or more..

Section 11. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Principal 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 12. Compensation Upon Termination. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the monthly salary specified as the number of months or fraction thereof to the date of such termination bears to the monthly salary period in which termination occurs. The Principal shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this Contract.

Section 13. Evaluation. The Superintendent shall evaluate the Principal as required by state statute and Board policy. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

Section 14. Legal Actions. The Board will support the Principal if there is a legal dispute caused by him carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his performance of his duties or his position as Principal of the District, the Board will provide him with a legal defense to the 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 15. Physical or Mental Examination. The Principal agrees that, at the request of the Board or Superintendent, he 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 confidentiality requirements in state and federal law, the physician's report to the Board and/or Superintendent must address whether the Principal is able to perform the "essential functions" of his position.

Section 16. 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 17. Amendments to be in Writing. This Contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board.

Section 18. 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 June, 2024.

President, Board of Education

Secretary, Board of Education

Executed by the Principal this ____ day of June, 2024.

Principal