



KIMBALL PUBLIC SCHOOLS
Administration Offices
901 South Nadine Street
Kimball, NE 69145

AGENDA

The following is the agenda for the meeting of the Board of Education to be held on Wednesday, February 19, 2020, at 6:30 PM in the Jr-Sr High School: Room W5, 901 South Nadine Street, Kimball, NE 69145

{{Name: Agenda Item Name}} {{AgendaItemEnd}}

1. Pledge of Allegiance
2. Call meeting to order (Open Meeting Law announcement)
3. "The Mission of Kimball Public Schools is to educate every student for a lifetime of success."
4. Roll Call
5. Excuse the Absence of Board Member
6. Approval of Agenda
7. Reading and Approval of Board Minutes - February 15, 2020
8. Action Items:
 - A. Discuss, consider and take all necessary action with regard to approval of Mr. Trevor Anderson, Superintendent for the 2020-2021 and 2021-2022 school years
9. Next Meeting(s)/Opportunities:
 - A. Regular Board Meeting: Monday, March 9, 2020 @ 6:30 p.m. at Jr-Sr HS Room W
10. Motion to Adjourn

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Kimball County School District 53-0001, a/k/a Kimball Public Schools**, hereinafter referred to as “the Board,” and Trevor Anderson, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the February 19, 2020, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of two (2) years beginning on the 1st day of July, 2020 and expiring on the 30th day of June, 2022. A “contract year” for purposes of this Contract shall be from July 1 to June 30.

2. Salary. The annual salary for the 2020-2021 contract year shall be: One Hundred Ten Thousand (\$110,000.00). The annual salary for subsequent years of this contract will be set by the Board in or prior to the month of January preceding the second and any subsequent contract year. The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees’ Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

- A. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

- i. Vacation. The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year, all exclusive of Saturdays, Sundays and legal holidays. It is understood however the Superintendent may from time to time be required to perform duties on Saturdays, Sundays and legal holidays. Vacation days are to be used in a manner and at times selected by the Superintendent; provided the Superintendent shall make reasonable efforts to not schedule leaves which would cause the Superintendent to not be able to attend regular scheduled meetings of the Board of Education or important school functions. The Superintendent shall provide information such that the Superintendent may be contacted when necessary.
 - ii. Unused Vacation Days. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. At the end of each contract year, the Superintendent shall be entitled to compensation for all unused accrued annual vacation leave at the per diem salary rate for such contract year, determined based on a 260 day work year.
 - iii. Other Leaves. The Superintendent shall be allowed such bereavement, personal (per diem), and sick leaves (per diem) and regular school holiday leaves on the same terms as provided in the negotiated agreement with the teachers association.
 - iv. Log. The Superintendent shall maintain a current log of used leave days with the Business Office. The Superintendent will notify the Board President when vacation days are used.
- B. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of the Superintendent's duties under this Contract. The expenses of attendance at other professional meetings, when attendance has been authorized by the Board of Education, shall be paid by the District consistent with Board policies. The School District shall pay the annual membership dues of the Superintendent in the Nebraska Council of School Administrators and American Association of School Administrators.
- C. Transportation Expenses. The District shall provide the Superintendent transportation required in the performance of the Superintendent's official duties or will reimburse the Superintendent at the rate set for District employees by the Board of Education. The District will provide a travel expense allotment for the Superintendent. Reimbursement shall be made as often as the Superintendent submits a request from that travel expense allotment.
- D. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the

Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.

- E. Other Fringe Benefits. The Superintendent shall receive such fringe benefits related to insurance (health, dental, life and disability) and 403(b) participation as are provided to the other certificated employees of the District, provided the Superintendent meets the conditions and eligibility requirements for such benefits. The Superintendent may waive the right to participate in the District's health and dental insurance.

4. Duties. The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. It is further agreed and specifically acknowledged that the duties of the Superintendent as set forth herein and in the Board of Education Policy Manual may be further defined by the parties and any such changes shall be incorporated into this contract by a written addendum as provided in paragraph 10 of this contract. The Board shall formulate and approve a job description for the Superintendent of Schools which will include but not be limited to the following duties:

- a. Organize and supervise the administrative and supervisory staff of the Kimball Public School District.
- b. Administer and manage the instruction and business affairs of the School District.
- c. Select, manage, place, transfer and supervise all personnel matters for the School District.
- d. Make recommendations to the Board of Education concerning the termination, discipline or discharge of any personnel.

The Superintendent shall be subject to such other duties as the Board may assign from time to time.

The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable in-person attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

The Superintendent is to provide services for a period of twelve (12) months each contract year.

5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment

and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

6. Evaluation of the Superintendent. The Superintendent shall be evaluated twice during the first year of employment and at least once annually thereafter, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board prior to the regular meeting in January of each contract year of the need to complete the evaluation.

7. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; (7) death; and (8) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, cancel or terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

Upon lawful termination of this Contract for any reason, if any compensation is payable for any partial contract year, such shall be determined by dividing the annual salary by 260 days and multiplying such figure by the number of workdays remaining in the contract year, again based on 260 day work year. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess

of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

8. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has disclosed or has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has disclosed or has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before 4:00 P.M. MST February 19, 2020 shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed this ___ day of _____, 2020.</p> <p>_____ Superintendent</p>	<p>Executed this ___ day of _____, 2020</p> <p>Board of Education of Kimball County School District 0001, a/k/a Kimball Public Schools</p> <p>By: _____ Heather Norberg, President</p> <p>Attest: _____ Matthew Shoup, Secretary/Treasurer</p>
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A meeting of the Board of Education of Kimball Public Schools was convened in open and public session on Saturday, February 15, 2020 at 8:00 AM in the Jr-Sr High School: Room W5, 901 South Nadine Street, Kimball, NE 69145.

A notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The secretary for the Board maintains a list of the news media, of the time and place of the meeting and the subject to be discussed at the meeting. Availability of the agenda was communicated in the publicized notice. All proceedings of the Board of Education except as may be hereinafter noted were taken while the convened meeting was open to the attendance of the public.

The Pledge of Allegiance was stated by all present.

The meeting was called to order by President Heather Norberg at 8:00 a.m. At the beginning of this meeting the President announced and informed the public that a current copy of the Open Meetings Act is posted on the wall of the meeting room and directed the public to its location. President Norberg read the mission statement of Kimball Public Schools.

The roll was called and the following Board members were present or absent.

Present: Travis Cook, Clint Cornils, Heather Norberg, Matthew Shoup, Carrie Tabor, Lynn Vogel.

Motion was made by Lynn Vogel, seconded by Carrie Tabor to approve the agenda. After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

Gregory Gaden, Trevor Anderson

Called for recess for lunch at 12pm.

Board gave positive opinions for each applicant and listened to the other committees positive aspects.

Motion was made by Carrie Tabor, seconded by Lynn Vogel to move to enter into Closed Session with the Board of Education for the purpose of reviewing Superintendent interviews, for the prevention of needless injury to the reputation of an individual in compliance with the law, and negotiation strategy. After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye

Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

Entered into closed session at 3:30pm for discussion of applicants.

Out of closed session 5:19 pm

Motion was made by Lynn Vogel, seconded by Clint Cornils to move to authorize Board President to negotiate with candidate 1 for the Superintendent position. After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

Motion was made by Lynn Vogel, seconded by Carrie Tabor to move to authorize Board President to negotiate with candidate 2. After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

Motion was made by Carrie Tabor, seconded by Lynn Vogel to adjourn the meeting at 5:23. After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

ATTEST:

NORBERG
SHOUP

SCHOOLS
SCHOOLS

EDUCATION
EDUCATION

HEATHER
MATT

KIMBALL PUBLIC
KIMBALL PUBLIC

BOARD OF
BOARD OF